REVISED 4-17-15

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

BOARD OF TRUSTEES
Regular Meeting

April 22, 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. STUDENT EXPULSIONS **EXHIBIT A1-A2**
Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code §48918{c} and §35145

B. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION **EXHIBIT B1-B2**
Significant Exposure to Litigation – Two Cases
(Pursuant to Government Code §54956.9)

C. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT **EXHIBIT C1-C5**
1. Coordinator, Credit Recovery
2. Director V, Assessment, Research & Accountability
3. Director VI, Personnel Services
4. High School Principals
5. Elementary School Principals
6. Executive Director, Personnel/Investigations
7. Assistant Superintendent, Personnel Services
8. Assistant Superintendent, Administrative Services/Community Relations
(Pursuant to Government Code §54957)

D. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE **EXHIBIT D1-D2**
(Pursuant to Government Code §54957)

E. CONFERENCE WITH LABOR NEGOTIATORS
Kirsten Vital/Jodee Brentlinger/Clark Hampton
Employee Organization:
1) Capistrano Unified Education Association (CUEA)
2) California School Employees Association (CSEA)
3) Teamsters
4) Unrepresented Employees (CUMA)
(Pursuant to Government Code §54957.6)

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

Assistance League of Laguna Beach – Donation of playground equipment to R.H. Dana ENF
Scott Schoeffel – Contributions to the students of Dana Point
Student Body President's Report – Aliso Niguel High School

BOARD AND SUPERINTENDENT COMMENTS

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

DISCUSSION/ACTION ITEMS

1. SCHOOL CALENDARS:

INFORMATION
DISCUSSION
Page 1
EXHIBIT 1

At the March 25, 2015, Board meeting, Trustee Alpay requested staff agendize School Calendars for discussion. Trustee Alpay would like parents to have an opportunity to address the Board. By consensus, the Board agreed to a general discussion on school calendars.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Michelle Le Patner, Assistant Superintendent, Education Services

Staff Recommendation
It is recommended the Board President recognize Michelle Le Patner, Assistant Superintendent, Education Services, to present information on this item. This is an information item only and no Board action is necessary.

2. FACILITIES PROJECTS:

INFORMATION/
DISCUSSION
Page 9
EXHIBIT 2

This presentation will provide 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.
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. This is an information item only and no Board action is necessary.

REVISED 4-17-14

3. **CAPITOL ADVISORS GROUP, LLC PRESENTATION:** INFORMATION/ DISCUSSION

At the March 25, 2015, Board meeting, Trustees approved an Advocacy Agreement between the District and Capitol Advisors Group, LLC, a legislative consulting and advocacy firm, providing strategic counsel and assistance in developing mutually-beneficial partnerships. The Agreement provides professional consulting services related to legislative, administrative, and regulatory guidance. This item will provide an opportunity for Capitol Advisors Group representatives to share what is currently happening in Sacramento and receive clear direction from the Board on the District's focus and expectations.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

It is recommended the Board President recognize Superintendent Kirsten Vital to present information on this item. This is an information item only and no Board action is necessary.

4. **RECOMMENDATION OF TENTATIVE AGREEMENT WITH THE CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR JULY 1, 2014 – JUNE 30, 2015:** DISCUSSION/ ACTION Page 23 **EXHIBIT 4**

The purpose of this agenda item is to seek approval of the Tentative Agreement between the District and the Capistrano Unified Education Association (CUEA). In addition to the Tentative Agreement, the Public Disclosure of Collective Bargaining Agreement is included in the exhibit. The total estimated fiscal impact of this Agreement for 2014-2015 is approximately $4,084,000.

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 Tentative Agreement with CUEA for July 1, 2014 – June 30, 2015.

Motion by _____ Seconded by _____

5. **RESOLUTION NO. 1415-42, CLASSIFIED LAYOFF NON-MANAGEMENT EMPLOYEES:** DISCUSSION/ ACTION Page 25 **EXHIBIT 5**

With the District experiencing economic recovery, this item is not a recommendation to layoff classified employees for the purpose of general fund budget reductions. The purpose of this Resolution is to eliminate vacant positions no longer intended to be filled and eliminate positions due to the lack of certainty surrounding existing categorical, grant, and fee-based funding, which may be federal, state, or local resources. California Education Code §45117 (a) states: When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified employees will be subject to layoff for lack of funds, the employees to be laid off at the end of the school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of the school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, the notice shall be given not less than 60 days prior to the effective date of their layoff. In addition, California Education Code §45117, states classified employees may be laid off due to a bona fide reduction, elimination of a service being performed, or lack of funds.

The layoff process considers length of service (e.g., seniority) and any other higher classifications, with no skipping permitted for special expertise. Individuals laid off shall be eligible for reemployment for a period of 39 months pursuant to Education Code §45298. Open/vacant positions will no longer encumber funds from general or restricted budgets.

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 Resolution No. 1415-42, Classified Layoff Non-Management Employees, in the designated classifications.

Motion by _____ Seconded by _____

ROLL CALL:

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

6. RECEIPT OF THE CAPISTRANO UNIFIED EDUCATION ASSOCIATION CONTRACT REOPENER PROPOSAL, 2015 – 2016 SCHOOL YEAR:

DISCUSSION/ ACTION
Page 27
EXHIBIT 6

The current collective bargaining Agreement between the District and Capistrano Unified Education Association (CUEA) expires on June 30, 2015. On March 25, 2015, CUEA presented the District with the Association's proposal. Board Policy 4143.1, *Public Notice-Issues of Meeting and Negotiations*, describes the steps to be taken by the Board and its authorized representatives in order to enter into a new agreement with an exclusive bargaining unit.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation

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

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

Motion by _____ Seconded by _____

7. DISTRICT CONTRACT REOPENER PROPOSAL TO THE CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR THE 2015 – 2016 SCHOOL YEAR:

DISCUSSION/ ACTION
Page 29
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 that 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 Districts contract reopener proposal to CUEA.

Motion by _____ Seconded by _____

8. CSBA DELEGATE ASSEMBLY APPOINTMENTS: DISCUSSION/ ACTION Page 31 **EXHIBIT 8**

As a member of the California School Boards Association (CSBA), the Board has an opportunity to appoint two Trustees to serve on the CSBA Delegate Assembly. The appointment dates alternate. One will end in an even-numbered year and one in an odd-numbered year. Both appointments will begin immediately upon notification from the District to CSBA. The next meeting of the Delegate Assembly is May 16-17, 2015, in Sacramento.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Kirsten M. Vital, Superintendent

Staff Recommendation
It is recommended the Board President recognize Superintendent Kirsten Vital to present this item.

Following discussion, it is recommended the Board of Trustees appoint one Trustee to serve through March 31, 2016, and one Trustee to serve through March 31, 2017.

Motion by _____ Seconded by _____

9. FIRST READING – BOARD POLICY 6163.5, STUDENT USE OF TECHNOLOGY AND INTERNET SAFETY: INFORMATION/ DISCUSSION/ Page 35 **EXHIBIT 9**

Board Policy 6163.5, *Student Use of Technology and Internet Safety*, is being revised to update the guidelines and policies related to student use of personal technology devices for Internet access at school. The update defines the District's policy related to students bringing personal technology to school and the implementation of Bring Your Own Device programs. Proposed additions to the Board policy 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, who will provide information on this item and answer any questions Trustees may have. This is an information item and no Board action is necessary.

CONSENT CALENDAR

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

GENERAL FUNCTIONS

10. SCHOOL BOARD MINUTES: Page 39 **EXHIBIT 10**

Approval of the minutes of the March 18, 2015, special Board meeting.
Contact: Jane Boos, Manager, Board Office Operations

11. SCHOOL BOARD MINUTES: Page 41

Approval of the minutes of the March 18, 2015, Board and Superintendent Workshop. **EXHIBIT 11**

Contact: Jane Boos, Manager, Board Office Operations

12. SCHOOL BOARD MINUTES: Page 43

Approval of the minutes of the March 25, 2015, special Board meeting. **EXHIBIT 12**

Contact: Jane Boos, Manager, Board Office Operations

13. APPROVAL OF RESOLUTION NO. 1415-41, RECOGNITION OF NATIONAL DAY OF THE TEACHER: Page 51 **EXHIBIT 13**

Approval of Resolution No. 1415-41, recognition of May 5, 2015, as National Day of the Teacher. This Resolution serves as official notice to all employees, as well as all citizens of the District, of the Board's recognition of the excellent service provided by its certificated staff. There is no financial impact.

CUSD Strategic Plan Pillar 1: Community Relations

Julie Hatchel, Assistant Superintendent, Communications and Public Relations

CURRICULUM & INSTRUCTION

14. MATHEMATICS TEXTBOOK ADOPTION:

Approval of K-5 Mathematics Textbook Adoption, *Math Expressions*, and the grade 8 pilot of *Math Links*, consumable materials for grade 8 math. The textbooks piloted were reviewed and approved by the teacher committee, Instructional Material Review Committee (IMRC), and the Board in 2014 after careful consideration of all of the State math textbook adoption choices and a review of national research data on mathematics textbook alignment to the standards. The pilot was conducted in the 2014-2015 school year and *Math Expressions* and *Math Links* received the final vote, approval, and recommendation by the teacher committee, and the IMRC. There were three major focus areas for reviewing textbooks: alignment to the new standards; the intensity and balance of conceptual, procedural, and application of concepts; and the linkage and usability across grade levels for teachers and students. The teachers recommended a delay for a grade 6 and 7 adoption for Math 6, Math 7, and Math 7 Accelerated until further research has been conducted nationally on these texts, and there are options for a seamless linkage between K-5, 6-8, and 9-12 textbook options.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Michelle Le Patner, Assistant Superintendent, Education Services

15. AGREEMENT TO REFER STUDENTS TO ALTERNATIVE COMMUNITY AND CORRECTIONAL SCHOOLS AND SERVICES FOR JULY AND AUGUST 2015: Page 53 **EXHIBIT 15**

Approval of Agreement to Refer Students to Alternative Community and Correctional Schools and Services for July and August 2015. Since July 2010, the Alternative Community and Correctional Educational Schools and Services (ACCESS) has provided District high school students the opportunity to remediate credit deficiencies during July and August. Each year, the District must enter into an Agreement to refer students to ACCESS for services. This Agreement allows ACCESS to enroll District students for the purpose of remediating high school credit deficiencies during the months of July and August. This item will have no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Michelle LePatner, Assistant Superintendent, Education Services

16. MEMORANDUM OF UNDERSTANDING FOR PARENT-TO-PARENT PROGRAM: Page 55 **EXHIBIT 16**

Approval of Memorandum of Understanding for the Parent-To-Parent Program. The Orange County Child Abuse Prevention Center will offer Parent to Parent, a ten-week parent education program from May through October 2015. The program will be offered to the community and held at R.H. Dana Elementary School. Topics will include tips for reducing conflict, encouraging cooperation, decreasing negative behavior, and problem-solving strategies. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Michelle LePatner, Assistant Superintendent, Education Services

17. STUDENT TEACHING AGREEMENT – CONCORDIA UNIVERSITY: Page 59 **EXHIBIT 17**

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

CUSD Strategic Plan Pillar 1: Community Relations

Contact: Michelle LePatner, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

18. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS: Page 67 **EXHIBIT 18**

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total $2,958,157.03 and the commercial warrants total $8,112,332.67. 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

19. DONATION OF FUNDS AND EQUIPMENT: Page 119 **EXHIBIT 19**

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including $174,167.72 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

20. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS: Page 123 **EXHIBIT 20**

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows two new agreements totaling $40,607, eight ratifications to new agreements totaling $251,221.60, twenty-two extensions to existing agreements totaling $598,500, three amendments to existing agreements totaling $280,000, and four amendment ratifications totaling $208,000. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

21. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:

Approval of the ratification of special education Informal Dispute Resolution Case #023915 and Case #040315. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

22. GOVERNMENT CLAIM NO. LBI 1500640 MH:

Denial of Government Claim No. LBI 1500640 MH. This agenda item pertains to a claim filed against the District by Attorney Brian K. Andrews on behalf of a minor. Denial of this claim does not have any financial implications on the general fund budget and establishes procedural timelines.

CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

23. GOVERNMENT CLAIM: PER1400747 DP:

Denial of Government Claim No. PER1400747 DP. This agenda item pertains to a claim filed against the District by Law Offices of Michael E. Jewell, APLC, Attorney, on behalf of a minor. Denial of this claim does not have any financial implications on the general fund budget and establishes procedural timelines.

CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

24. JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF ORANGE AND CAPISTRANO UNIFIED SCHOOL DISTRICT: Page 433 **EXHIBIT 24**

Approval of the Joint Powers Agreement between the County of Orange and Capistrano Unified School District, specifically the Sheriff-Coroner Department to provide supplemental law enforcement services, as needed by the District. This Agreement covers services for the period of July 1, 2015, through June 30, 2016. The contractor will provide services at the rates indicated in the Agreement, paid by various site funds and the general fund depending on the services requested. Expenditures are anticipated to be less than $20,000.

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

25. EXTENSION OF AGREEMENT BETWEEN THE COUNTY OF ORANGE AND CAPISTRANO UNIFIED SCHOOL DISTRICT FOR JUVENILE COURT WORK PROGRAM SERVICES: Page 445 **EXHIBIT 25**

Approval of the Extension of Agreement Between the County of Orange and Capistrano Unified School District for Juvenile Court Work Program Services. This contract provides street and water basin cleaning; litter pickup; clearing brush, drainage ditches and fire breaks; removal of graffiti; and removal of weeds and damaged or excess vegetation at District sites using juvenile probationers to provide manual services, as needed by the District. The current rate for this Agreement is $500 per work crew, consisting of ten or more juvenile probationers per day. This rate has not increased since July 2005. The extension term is July 1, 2015, through June 30, 2016. The total annual expenditures under this contract are estimated to be $18,000, funded by the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

26. AMERICAN FIDELITY ASSURANCE COMPANY MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT: Page 461 **EXHIBIT 26**

Approval of the American Fidelity Assurance Company Mutual Confidentiality and Non-Disclosure Agreement. This Agreement will establish confidentiality and safeguards regarding information shared in the course of the Healthcare Dependent Verification Review that American Fidelity Assurance Company will be conducting for the District from April 27, 2015, through October 1, 2015. There is no financial expense to this item; however, there are potential savings to the District if dependents currently being covered are determined to be ineligible.

CUSD Strategic Plan Pillar 5: Effective Operations

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

27. AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. REGISTRATION SERVICES AGREEMENT: Page 465 **EXHIBIT 27**

Approval of the American Registry for Internet Numbers, LTD, Registration Services Agreement to provide the release of Internet Protocol (IP) numbers necessary to support the services and Internet connectivity with Cox Communications Rancho Santa Margarita, LLC (Cox). The IPs are necessary to configure and route Internet traffic between the Orange County Department of Education's Internet connection and the new Cox Internet circuit. The cost for services is a one-time registration fee of $550, funded from the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

28. AMERICAN FIDELITY, SECTION 125 FLEXIBLE BENEFIT PLAN AGREEMENT AND ADOPTION AGREEMENT: Page 475 **EXHIBIT 28**

Approval of Section 125 Flexible Benefit Plan Agreement and Adoption Agreement with American Fidelity Assurance Company to continue providing Section 125 (flexible spending) plan benefit services. The term of this Agreement is January 1, 2015, and ends on December 31, 2015. There are no financial implications, as this plan allows employees to set aside pre-tax dollars for health benefits and dependent care.

CUSD Strategic Plan Pillar 5: Effective Operations

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

29. 2015 – 2016 NETWORK SUPPORT SERVICES AGREEMENT: Page 509 **EXHIBIT 29**

Approval of the 2015 – 2016 Network Support Services Agreement with the Orange County Superintendent of Schools to provide network support services for data connectivity to the District at a cost not-to-exceed $1,750 for the period of July 1, 2015, through June 30, 2016.

CUSD Strategic Plan Pillar 5: Effective Operations

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

30. AMENDMENT 1 FOR 2015 – 2016 INTERNET NETWORK SUPPORT SERVICES AGREEMENT: Page 517 **EXHIBIT 30**

Approval of Amendment 1 for 2015 – 2016 Internet Network Support Services Agreement with the Orange County Superintendent of Schools to provide Internet access and support to the District. This Amendment changes the contract term. This contract will end June 30, 2016, at an annual fee of $78,000, paid from the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

31. AMENDMENT NO. 2 TO THE USE OF FACILITIES LEASE AGREEMENT FOR 2015-2016, COMMUNITY ROOTS ACADEMY: Page 519 **EXHIBIT 31**

Approval of Amendment No. 2 to the Use of Facilities Lease Agreement for 2015 – 2016, Community Roots Academy at Wood Canyon Elementary School. Renewal of this Agreement allows the continued use of 19 existing classrooms on the school campus and ancillary facilities. Terms of this Agreement include a one-year extension from July 1, 2015, to June 30, 2016, and the second amended Agreement allows access to additional space (rooms 24, 25, and 45). Each room is 960 square feet, increasing the total leased square footage by 2,880 square feet. Lease payments will be based upon a rental rate of $.70 cents per square foot of building area with a total of 21,120 square feet of space equating to $14,784 per month for 12 months or $177,408 per year. The proposed Agreement has been previously reviewed and approved by the District's legal counsel.

CUSD Strategic Plan Pillar 5: Effective Operations

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

32. AMENDMENT TO AGREEMENT BID NO. 1415-12, CHROMEBOOKS: Page 531 **EXHIBIT 32**

Approval of the Amendment to Agreement Bid No. 1415-12 for the purchase of Chromebooks with CDW Government LLC, adding replacement models to the current price list. The contract allows for product changes in the event an item is discontinued or no longer available. The product shall be deemed acceptable only if it meets or exceeds original specifications, is provided at the same or lesser price of the original item, and the District approves the replacement. If the upgrade provides additional or enhanced functionality, the price of the new item must be mutually accepted by the District and the vendor. Estimated annual expenditures utilizing this contract are $3,500,000, depending upon the availability of funds. Chromebooks may be funded through many sources, such as Common Core, gift, site funds, and grants.

CUSD Strategic Plan Pillar 5: Effective Operations

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

33. ADVERTISE BID NO. 1516-02, AUDIO-VISUAL EQUIPMENT:

Approval to advertise Bid No. 1516-02 for audio-visual equipment, as needed by the District. The bid process allows the District to update the standard list of audio-visual equipment with current brands and models and set pricing for the 2015 – 2016 fiscal year. The purchase of audio-visual equipment for all school sites is anticipated to exceed the bid limit of $86,000. In accordance with the requirements of the Public Contract Code §20111, the purchase of audio-visual equipment is required to be competitively bid. The bidding process allows the District to secure the lowest possible prices and enter into an annual contract with vendors that meets all of the legal requirements. Estimated annual expenditures for audio-visual products purchased using this bid would be approximately $900,000 to $1,000,000. Audio-visual equipment may be funded through various sources including, but not limited to, gift funds, site funds, grants, and general fund. Due to the size of the bid package, the documents will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

34. ADVERTISE REQUEST FOR PROPOSALS NO. 2-1516 – YEARBOOK SERVICES:

Approval to Advertise for Request for Proposals No. 2-1516 for Yearbook Services. The District is seeking approval to advertise for yearbook services at elementary, middle, and high schools. This Request for Proposals (RFP) will be used to establish an eligible bench of vendors to be contracted, as needed by the various school sites. Annual expenditures utilizing these contracts will vary upon need by level and will be funded from various sources, including Associated Student Body funds. Due to the size of the proposal packet, the RFP documents will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

35. ADVERTISE REQUEST FOR QUALIFICATIONS NO. 1-1516 – LEGAL SERVICES:

Approval to Advertise for Request for Qualifications No. 1-1516 for Legal Services. The District is seeking approval to advertise for legal services in the areas of human resources, general education, facilities, special education, business services, government relations, public agency, and charter schools. This Request for Qualifications (RFQ) will be used to establish an eligible bench of attorneys/law firms to be contracted, as needed by the District. Annual expenditures utilizing these contracts will vary upon need by department and will be funded from various sources, depending upon assignment. Due to the size of the proposal packet, the RFQ documents will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

36. COMPRESSED NATURAL GAS FACILITY PROJECT; APPROVAL OF THE AGREEMENT FOR ARCHITECTURAL AND RELATED SERVICES; APPROVAL TO ADVERTISE FOR BIDS:

Approval of the Aliso Viejo Transportation Center Compressed Natural Gas Facility Project; Approval of the Agreement for Architectural and Related Services; Approval to Advertise for Bid No. 1415-23. The District currently has a Conditional Use Permit with the City of Aliso Viejo through December 2015, to build a Compressed Natural Gas (CNG) facility located at the District's existing Aliso Viejo Transportation Center. With the close of escrow on the 2C Liberty property, which occurred March 20, 2015, the District will have the necessary funds available to proceed with this project. The District will construct a CNG facility comprised of a dispensing facility for 20 filling hoses. HMC Architects, Incorporated, has provided an estimate of $1,385,156 for the construction cost, $118,250 for architectural-related services, and a total project cost of $1,842,435 (including construction management fees, governing agency fees, utility service/connection fees, advertising fees relating to bidding, legal fees, and contingency amounts), as detailed in the Agreement for Architectural and Related Services. Due to the size of the Agreement for Architectural and Related Services, the document will be posted online on the District Board Agendas and Supporting Documentation page. This project is funded from a portion of the proceeds of the 2C Liberty property sale.

CUSD Strategic Plan Pillar 5: Effective Operations

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

37. COLTON JOINT UNIFIED SCHOOL DISTRICT BID NO. 15-04, PLAYGROUND EQUIPMENT, SAFETY SURFACING, OUTDOOR SITE FURNISHINGS, AND DIVISION OF STATE ARCHITECT SHADE SHELTERS WITH DAVE BANG ASSOCIATES, INCORPORATED:

Approval to utilize the Colton Joint Unified School District Bid No. 15-04 for the purchase of playground equipment, safety surfacing, outdoor site furnishings, and Division of State Architect (DSA) shade shelters from Dave Bang Associates, Incorporated, under the same terms and conditions of the public agency's contract. This contract provides competitive set pricing for playground equipment, safety surfacing, outdoor site furnishings, and DSA shade shelters, as needed by the District. Expenditures utilizing this contract are estimated to be $500,000 for Fiscal Year 2015 – 2016, funded by the general fund, deferred maintenance, and Community Facilities Districts. School boards have the authority to "piggyback" on another public agency's bid, pursuant to Public Contract Code §20118 when it is in the best interest of a district. It is often advantageous to utilize piggyback contracts when items are identical to the District's specifications. Using piggyback contracts saves time and often provides lower prices than a single jurisdiction would be able to obtain. Due to the size of the contract and award, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

38. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES: Page 547 **EXHIBIT 38**

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

39. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES: Page 549 **EXHIBIT 39**

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

40. QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT: Page 551 **EXHIBIT 40**

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

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 Alpay	____	Trustee McNicholas	____
Trustee Hanacek	____	Trustee Pritchard	____
Trustee Jones	____	Trustee Reardon	____
		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, May 13, 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.

2015-2016
and
2016-2017
School Calendars

EXHIBIT 1

CUSD Calendar Adoption Process

- Twenty-three member Calendar Committee meets annually
- Strive to have calendars approved at least one year in advance
  - 2015-2016 calendar adopted on June 25, 2014
  - 2016-2017 calendar adopted on March 11, 2015

Over-riding Goals for Calendar Committee

- Recommend a calendar that:
  - Contributes to the quality of education for students
  - Allows for delivery of a wide array of educational programs and services
  - Fair to our students and families, as well as our employees and the community at large
  - Is educationally, operationally and fiscally sound
- Our Calendar Must Haves:
  - 180 student instructional days
  - 5 pupil-free teacher work days
  - Statutory holidays (Per Ed. Code 37220)

CUSD Calendar Historical Facts

- Post Labor Day start except 2002-2003, 2004-2005, 2005-2006
- Full week of Thanksgiving began in 2004-2005 school year and has continued since
  - Except 2006-2007 had Wednesday – Friday break
- Earliest post-Labor Day start—Sept. 2, 2008
- Latest post-Labor Day start—Sept. 9, 2013
- Latest end date—June 24, 2014

Rationale for Upcoming Calendars

- Aligns program start dates
- Provides more uninterrupted blocks of instructional days
- First semester ends before Winter Break
- Allows all CUSD students to participate in wider range of summer activities
- Gives AP/IB students three additional weeks of instruction before high stakes testing
- Allows students to participate in summer college programs
- Aligns with start of Saddleback College
- Aligns to CIF calendar
- Is in line with 19 of the 28 Orange County districts

Communication Plan

- 2015-2016 Calendar
  - **Posted online since June 2014**
  - Advertised via site ListServ and newsletter communications throughout the year

- 2016-2017 Calendar
  - **Posted online in March 2015**
  - District-issued press release in March 2015
  - CapoTalk coverage in March/April 2015
  - CUCPTSA presentation in March 2015
  - Communication to CUSD employees March 2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

2015-2016 SCHOOL CALENDAR

INDEPENDENCE DAY HOLIDAY (Legal Holiday)	Friday, July 3, 2015
Adult Transition Program -Teacher Pre-Service Days	Thurs.-Fri., August 13-14, 2015
Adult Transition Program (ATP) OPENING DAY OF SCHOOL	Monday, August 17, 2015
New Teacher - Pre-service Day	Thursday, August 20, 2015
All Teachers - Pre-service Days (Except ATP)	Fri. & Mon., Aug. 21 & 24, 2015
OPENING DAY OF SCHOOL	**Tuesday, August 25, 2015**
(Opening Day is a Minimum Day for Elementary Students)	
Back-to-School Night, Middle School	Tues., Weds., or Thurs., Sept. 1-3, 2015
(Minimum day per individual school site calendar)	
LABOR DAY (Legal Holiday)	Monday, Sept. 7, 2015
Back-to-School Night, High School	Tues., Weds., or Thurs., Sept. 8-10, 2015
(Minimum day per individual school site calendar)	
Back-to-School Night, Elementary	Weds. or Thurs., Sept. 16 or 17, 2015
(Minimum day per individual school site calendar)	or Tues., Sept. 29, 2015
End of First Progress Reporting Period (High School)	Friday, Oct. 2, 2015
End of First Quarter (Middle School)	Friday, Oct. 30, 2015
End of First Reporting Period (Elementary)	Friday, Oct. 30, 2015
Parent Conferences, Elementary (Minimum Days)	Tues.-Weds., Nov. 3-4, 2015
Parent Conferences, Elementary (Pupil Free Days-Elementary)	Thurs.-Fri., Nov. 5-6, 2015
Pupil-Free Day for Secondary Professional Development Day	Friday, November 6, 2015
VETERANS DAY (Legal Holiday)	Wednesday, Nov. 11, 2015
End of Second Progress Reporting Period (High School)	Friday, Nov. 13, 2015
THANKSGIVING RECESS (Recess for Students and Teachers)	Mon.-Wed., Nov. 23-25, 2015
THANKSGIVING HOLIDAYS (Legal and Local Holiday)	Thurs.-Fri., Nov. 26-27, 2015
SCHOOL RESUMES	**Monday, Nov. 30, 2015**
WINTER RECESS (Recess for Students and Teachers)	Mon.-Fri., Dec. 21, 2015-Jan. 1, 2016
CHRISTMAS HOLIDAYS (Local and Legal Holiday)	Thurs.-Fri., Dec. 24-25, 2015
HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)	Thursday, Dec. 31, 2015
NEW YEAR'S DAY (Legal Holiday)	Friday, Jan. 1, 2016
SCHOOL RESUMES	**Monday, Jan. 4, 2016**
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)	Monday, Jan. 18, 2016
Final Exam Days, High School (Minimum Days, High School)	Tues.-Thurs., Jan. 19-21, 2016
End of First Semester (Middle & High School)	Thursday, Jan. 21, 2016
First Semester Wrap-up Activities (Middle & High School)	Friday, Jan. 22, 2016
Middle, High School, and ATP Pupil-Free Day	Friday, Jan. 22, 2016
Second Semester Begins	Monday, Jan. 25, 2016
LINCOLN DAY (Legal Holiday)	Friday, Feb. 12, 2016
WASHINGTON DAY (Legal Holiday)	Monday, Feb. 15, 2016
End of First Progress Reporting Period (High School)	Friday, Mar. 4, 2016
End of Second Progress Reporting Period (Elementary)	Friday, Mar. 4, 2016
Parent Conferences, Elementary (Minimum Days, Elementary School)	Mon.-Fri., Mar. 7-11, 2016
End of Third Quarter (Middle School)	Friday, Mar. 25, 2016
SPRING HOLIDAY (Local Holiday)	Monday, Apr. 4, 2016
SPRING RECESS (Recess for Students and Teachers)	Tues.-Fri., Apr. 5-8, 2016
SCHOOL RESUMES	**Monday, Apr. 11, 2016**
End of Second Progress Reporting Period (High School)	Friday, Apr. 22, 2016
MEMORIAL DAY (Legal Holiday)	Monday, May 30, 2016
ATP Students/Staff - Last Day of School	**Wednesday, June 1, 2016**
(Minimum Day for ATP Students Only)	
Last Day for ATP Teachers	Thursday, June 2, 2016
Final Exam Days, High School (Minimum Days, High School)	Tues.-Thurs., June 7-9, 2016
End of Second Semester (Secondary)	Thursday, June 9, 2016
End of Third Progress Reporting Period (Elementary)	Thursday, June 9, 2016
LAST DAY OF SCHOOL FOR ALL STUDENTS	**Thursday, June 9, 2016**
(Minimum Day for All Students/Graduation Ceremonies)	
LAST DAY OF SCHOOL FOR ALL TEACHERS	Friday, June 10, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

2016-2017 SCHOOL CALENDAR

INDEPENDENCE DAY HOLIDAY (Legal Holiday)	Monday, July 4, 2016
New Teacher - Pre-Service Day	Wednesday, Aug. 10, 2016
All Teachers - Pre-Service Days	Thurs.-Fri., Aug. 11 & 12, 2016
OPENING DAY OF SCHOOL	**Monday, Aug. 15, 2016**
(Opening Day is a Minimum Day for Elementary Students)	
Back-to-School Night, Middle School	Tues., Wed., or Thurs., Aug. 23-25, 2016
(Minimum day per individual school site calendar)	
Back-to-School Night, High School	Tues., Wed., or Thurs., Aug. 30-Sept. 1, 2016
(Minimum day per individual school site calendar)	
LABOR DAY (Legal Holiday)	Monday, Sept. 5, 2016
Back-to-School Night, Elementary	Tues., Wed. or Thurs., Sept. 6-8, 2016
(Minimum day per individual school site calendar)	
End of First Progress Reporting Period (High School)	Friday, Sept. 23, 2016
End of First Quarter (Middle School)	Friday, Oct. 14, 2016
End of First Reporting Period (Elementary)	Friday, Oct. 28, 2016
Parent Conferences, Elementary (Pupil Free Days-Elementary)	Mon.-Tues., Oct. 31-Nov. 1, 2016
Pupil-Free Day for Secondary Professional Development Day	Monday, Oct. 31, 2016
Parent Conferences, Elementary (Minimum Days)	Wed.-Thurs., Nov. 2-3, 2016
End of Second Progress Reporting Period (High School)	Friday, Nov. 4, 2016
VETERANS DAY (Legal Holiday)	Friday, Nov. 11, 2016
THANKSGIVING RECESS (Recess for Students and Teachers)	Mon.-Wed., Nov. 21-23, 2016
THANKSGIVING HOLIDAYS (Legal and Local Holiday)	Thurs.-Fri., Nov. 24-25, 2016
SCHOOL RESUMES	**Monday, Nov. 28, 2016**
Final Exam Days, High School (Minimum Days, High School)	Mon.-Wed., Dec. 19-21, 2016
End of First Semester (High School)	Wednesday, Dec. 21, 2016
End of Second Quarter (Middle School)	Wednesday, Dec. 21, 2016
First Semester Wrap-up Activities (Middle, High School, & ATP)	Thursday, Dec. 22, 2016
Middle, High School, and ATP Pupil-Free Day	
WINTER RECESS (Recess for Students and Teachers)	Fri.-Fri., Dec. 23, 2016-Jan. 6, 2017
CHRISTMAS HOLIDAYS (Local and Legal Holiday)	Fri. & Mon., Dec. 23 & 26, 2016
HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)	Friday, Dec. 30, 2016
NEW YEAR'S DAY (Legal Holiday)	Monday, Jan. 2, 2017
SCHOOL RESUMES	**Monday, Jan. 9, 2017**
Second Semester Begins	Monday, Jan. 9, 2017
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)	Monday, Jan. 16, 2017
End of First Progress Reporting Period (High School)	Thursday, Feb. 16, 2017
LINCOLN DAY (Legal Holiday)	Friday, Feb. 17, 2017
WASHINGTON DAY (Legal Holiday)	Monday, Feb. 20, 2017
End of Second Progress Reporting Period (Elementary)	Friday, Feb. 24, 2017
Parent Conferences, Elementary (Minimum Days, Elementary School)	Mon.-Fri., Feb. 27-Mar. 3, 2017
End of Third Quarter (Middle School)	Friday, Mar. 10, 2017
End of Second Progress Reporting Period (High School)	Friday, Mar. 31, 2017
SPRING RECESS (Recess for Students and Teachers)	Mon.-Fri., Apr. 3-7, 2017
SPRING HOLIDAY (Local Holiday)	Friday, Apr. 7, 2017
SCHOOL RESUMES	**Monday, Apr. 10, 2017**
MEMORIAL DAY (Legal Holiday)	Monday, May 29, 2017
Final Exam Days, High School (Minimum Days, High School)	Tues.-Thurs., May 30-June 1, 2017
End of Second Semester (High School)	Thursday, June 1, 2017
End of Third Quarter (Middle School)	Thursday, June 1, 2017
End of Third Progress Reporting Period (Elementary)	Thursday, June 1, 2017
LAST DAY OF SCHOOL FOR ALL STUDENTS	**Thursday, June 1, 2017**
(Minimum Day for All Students/Graduation Ceremonies)	
LAST DAY OF SCHOOL FOR ALL TEACHERS	Friday, June 2, 2017

"Empowering Students for Success"

Capistrano Unified School District

Facilities Projects Update

April 22, 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

Summer 2015 Projects

- Barcelona Campus (Oxford Preparatory Academy) - add restroom portable per Facility Use Agreement *Board Approved*
- Las Flores Elementary School - add one portable restroom and various site work *Board Approved*
- Shorecliffs Middle School - roof replacement and paint exterior of campus *Board approved*
- Palisades Elementary School - paint exterior of campus *Board approved*
- Dana Hills High School - replace wrestling room portable and add restroom portable for ADA access *Board Approved*
- Compressed Natural Gas Transportation North - add 20 fueling stations *April 22 Board Consideration*
- Miscellaneous Work Order Catch Up
- Irrigation Enhancement Projects

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(assessments currently taking place throughout the District)
  - Security Systems
  - Deferred Maintenance

Safe
Warm
Dry
Cool

Enhancing High School Capacity

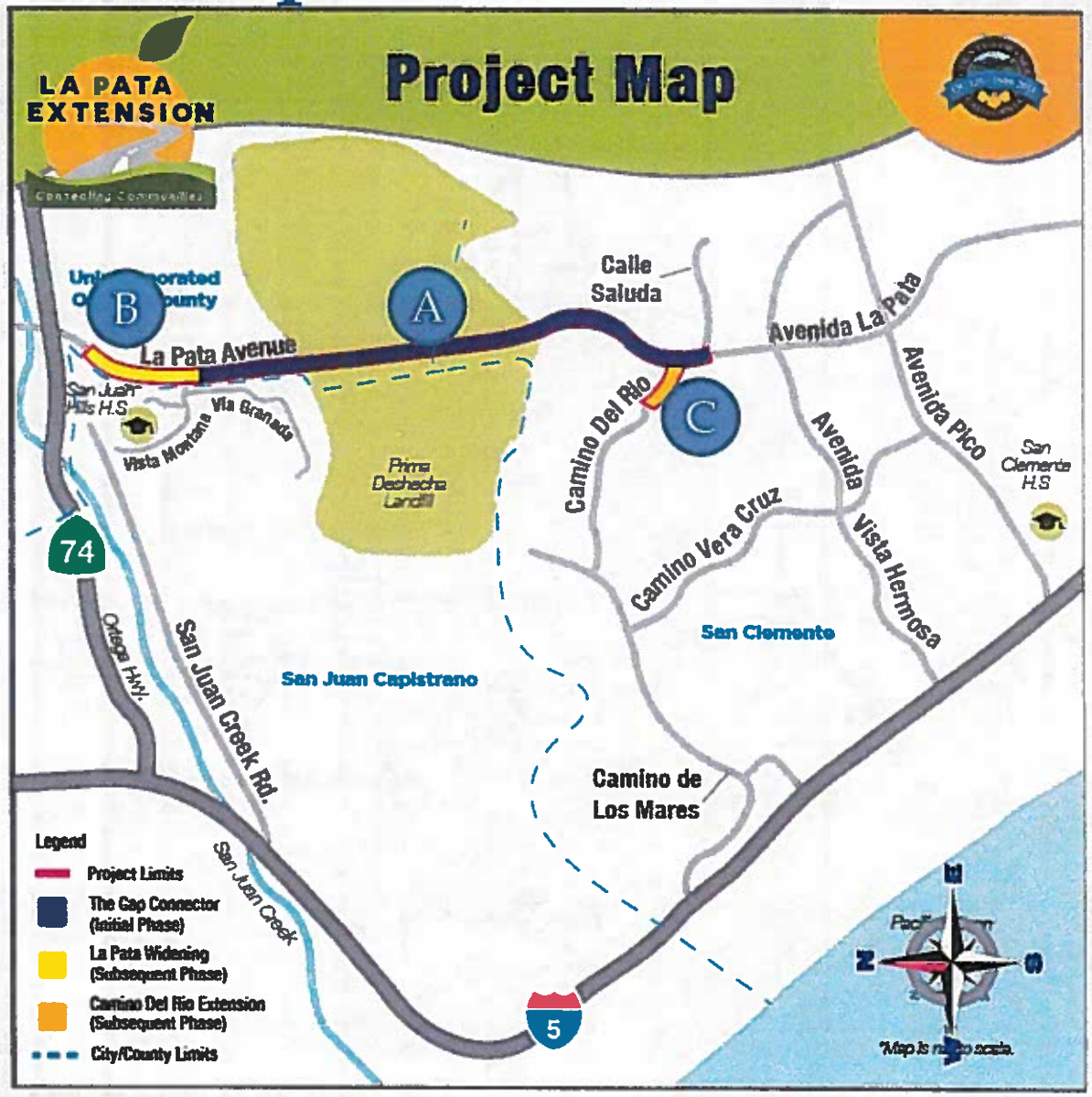
- Preparing for the completion of La Pata Avenue
  - San Juan Hills High School
  - San Clemente High School
- Rancho Mission Viejo Development
  - San Juan Hills High School
  - Tesoro High School

Completion of La Pata Avenue

- The La Pata Avenue/Camino Del Rio Extension Project is designed to complete the planned improvements for La Pata Avenue and Camino Del Rio. The improvements will reduce congestion and improve regional mobility in South Orange County by providing a north-south alternative to Interstate 5 between Ortega Highway to the north and Avenida Vista Hermosa to the south.
- The Project consists of three construction schedules:
  - La Pata Gap Connector (Schedule A) - Spring 2014 to Fall 2016
    - Construct four new lanes, extending the existing La Pata Avenue from just south of Vista Montana to Calle Saluda
  - La Pata Widening (Schedule B) - Following Gap Connector
    - Widen La Pata Avenue from three to five lanes, one additional travel lane in each direction, from Ortega Highway to just south of Vista Montana
  - Camino Del Rio Extension (Schedule C) - Following Gap Connector
    - Extend Camino Del Rio, a four-lane roadway, from its existing terminus to the newly extended La Pata Avenue

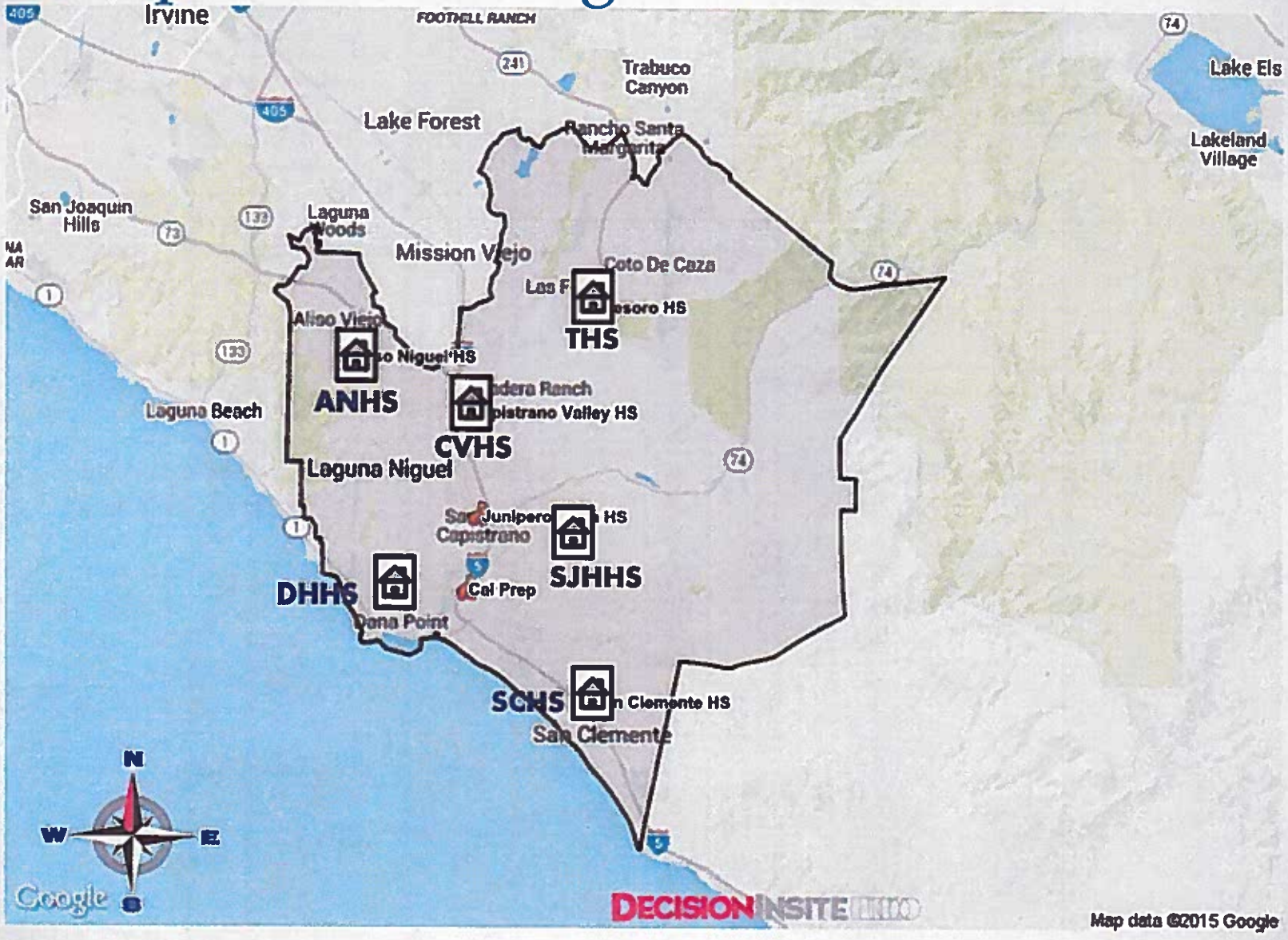
Source: Orange County Public Works, http://pcpw.ocpublicworks.com/projects/lapata/

Completion of La Pata

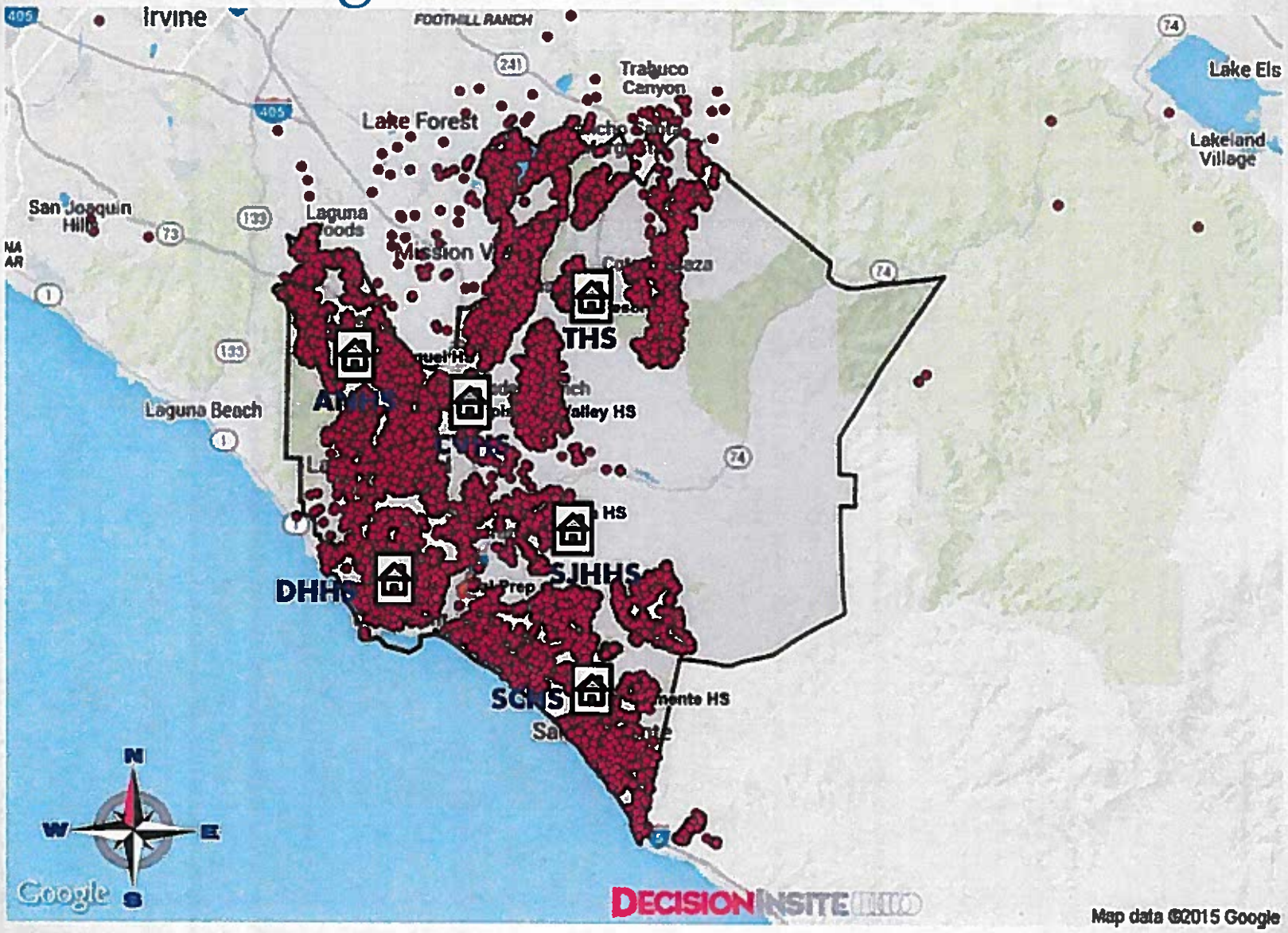


Source: Orange County Public Works, http://pcpw.ocpublicworks.com/projects/lapata/

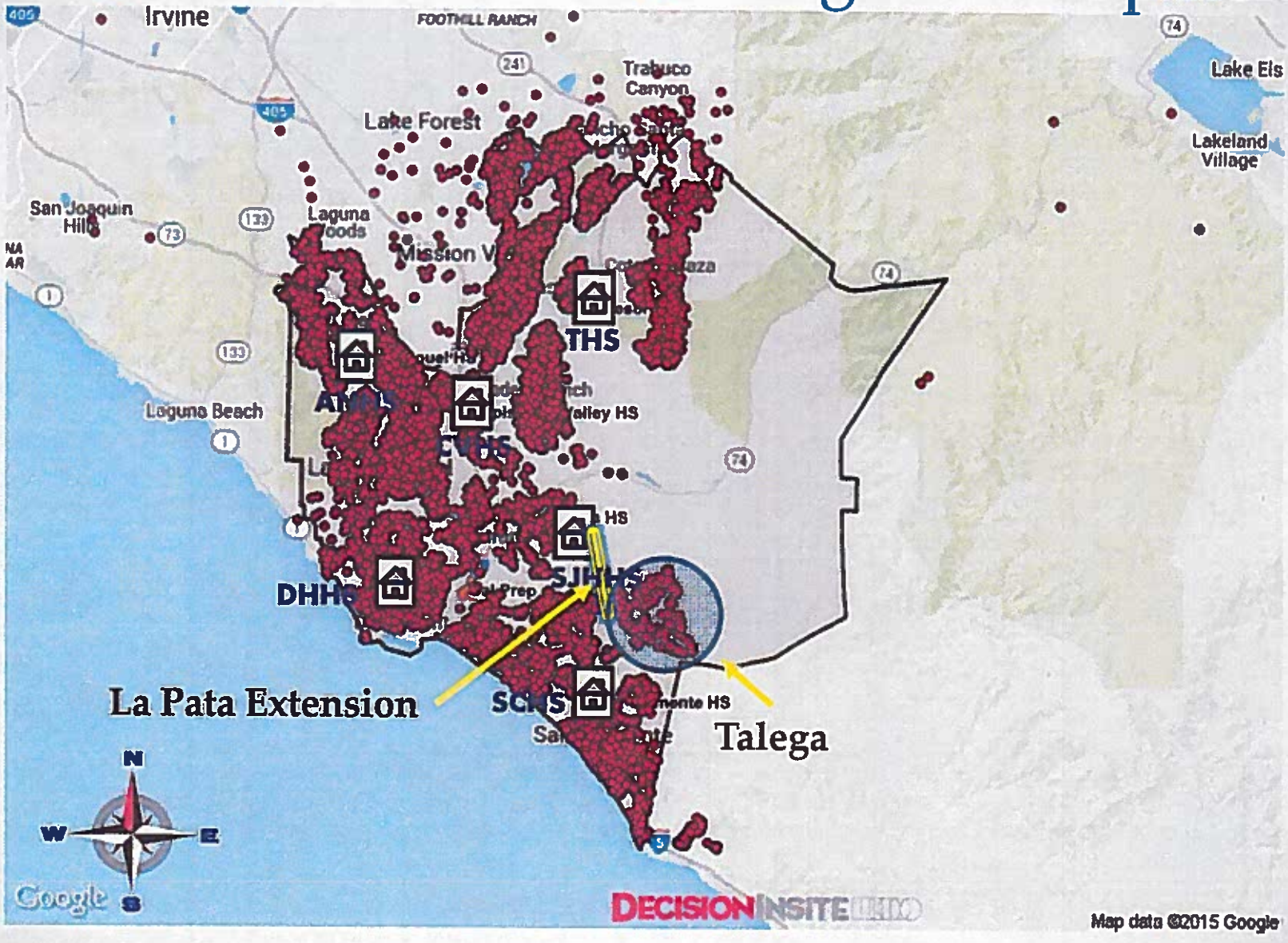
Comprehensive High Schools



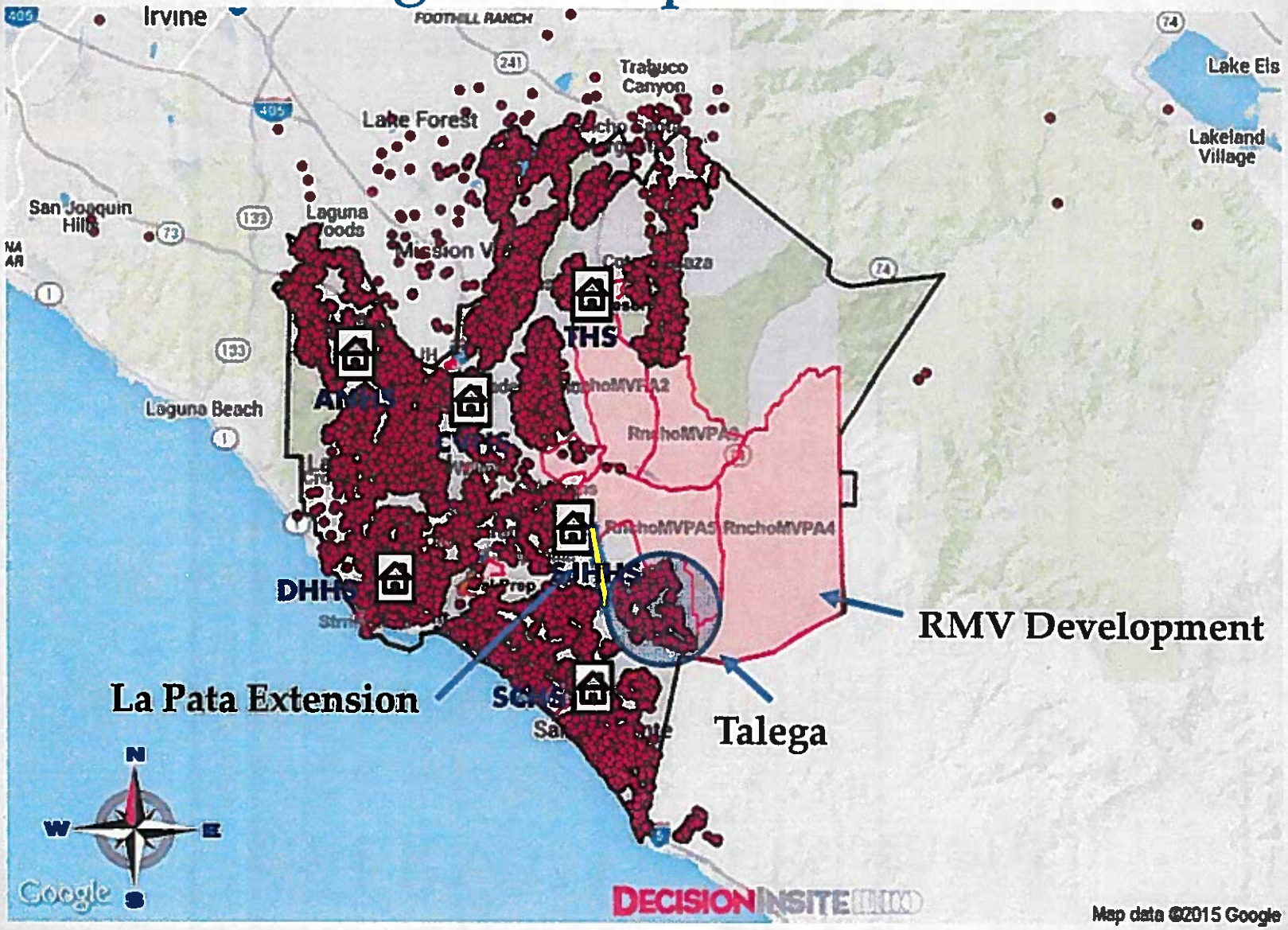
Current High School Students



La Pata Extension and Talega Development



New Housing Developments



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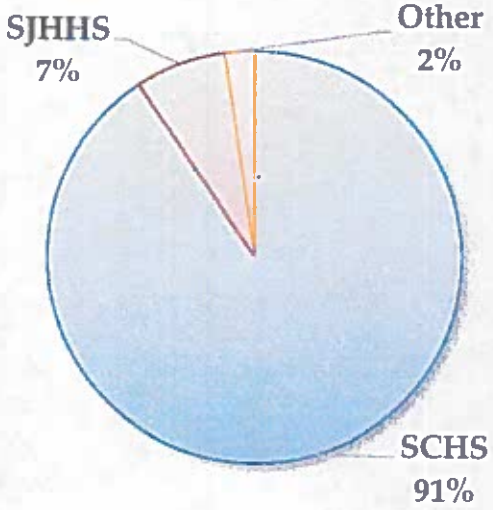
Enrollment Impacts - La Pata Extension and RMV Development

- The Talega area - current high school students
  - 601 grades 9-12
    - 544 Attend San Clemente High School
    - 43 attend San Juan Hills High School
    - 14 attend other District high schools
  - 661 grades 6-8
  - 663 grades 3-5
  - 603 grades K-2



- Rancho Mission Viejo Development grades 9-12 Projections
  - 228 in 2018 up to about 900 when all planning areas are built out

REVISED 4-20-15

Options For Discussion

- 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
  - adding additional classrooms

Funding Sources

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

Questions?

• • •

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 22, 2015

RECOMMENDATION OF TENTATIVE AGREEMENT WITH CAPISTRANO UNIFIED EDUCATION ASSOCIATION FOR JULY 1, 2014 – JUNE 30, 2015

BACKGROUND INFORMATION

For the past 15 years, the District and the Capistrano Unified Education Association (CUEA) have entered into collective bargaining agreements being one or two years in length. In addition, the majority of the contracts were finalized mid-year through the existing term.

Five years ago, in 2009-2010, it was the first time in history the District was required to negotiate employee compensation reductions in order to adopt a balanced operating budget. This year, as the State's economy shows slow and steady improvement, the District has and will continue to adopt a balanced approach to what it defines as the *Road to Recovery*. Specifically, instead of returning to the order of business pre-fiscal downturn, the District is intentionally evaluating operational needs today and into the future, determining priorities, and addressing accountability measures as it makes Road to Recovery spending decisions. As the District transitions out of the economic recession, no one could have predicted the onset of a new funding model, the Local Control Funding Formula (LCFF), an accountability system defined in a Local Control Accountability Plan (LCAP), all while moving to new state standards, and a new electronic testing program known as SBAC.

One fortunate change was the appointment of a new Superintendent. Upon arrival, Superintendent Vital dedicated the first half of the year assessing and analyzing systems, visiting school sites to observe teaching and learning, and building relational trust with all stakeholders. In the process, Superintendent Vital identified critical factors necessary to achieve greatness; coherence in educational systems and an intentional focus on Wildly Important Goals (WIGs). Successful teaching and learning today, for students and teachers, requires clear and specific goals, an unrelenting focus, as well as the need to regularly monitor and measure results toward desired outcomes.

CURRENT CONSIDERATIONS

The Tentative Agreement between CUEA and the District is one of the important and necessary components in achieving greatness and ensuring all students are well prepared by the time they graduate for success in college and skilled careers. Aligned and working consistently together, (WIGs, the Road to Recovery, and the Tentative Agreement), the expectation is the District will exceed not simply meet its goals.

Specific to the Tentative Agreement, is Article 8.5 which now aligns a coherent instructional program with professional collaboration activities. Banked minutes, commonly referred to as

ACE/Late Start is now explicitly defined with a purpose, "Professional Collaboration Time." Also new to the language is the recognition that goals are identified and adopted annually by the Board of Trustees. Once adopted, the educational professionals, teachers as well as site and District administrators, make a collective commitment to engage in professional activities to meet identified goals. The focus is clear, achieve maximum results for all students. With clearly articulated goals, a laser-like focus, meaningful professional activities, including the regular monitoring of results, students, teachers, and administrators are more likely to hit the desired learning targets for all students. The new contract language defines a better articulated and more coherent educational system.

Along with educational programing changes, new state requirements and heightened accountability measures, the Tentative Agreement also acknowledges and values the energy and effort of the District's certificated employees. As the primary service providers for students, teachers are ultimately responsible for meeting the social-emotional, behavioral, and academic needs of general and special education students across the District. In recognition, the Tentative Agreement affords certificated employees a 2 percent salary increase.

Government Code §3547(d) provides the public a "reasonable time" to review the Tentative Agreement after negotiations have taken place. This "Discussion/Action" agenda item, affords the public a reasonable time, as required by law.

FINANCIAL IMPLICATIONS

The total estimated fiscal impact of this agreement for 2014-2015 is approximately $4,084,000. Per the Public Disclosure of Collective Bargaining Agreement law AB 1200, each Collective Bargaining Agreement must be reviewed and approved by its county office prior to approval. This requirement is necessary in order to certify a district may enter into an agreement while still meeting its financial obligations three years out. Attached is the Public Disclosure of the Bargaining Agreement and the letter certifying the District has shown it may enter into the Tentative Agreement and meet its multiyear financial obligations.

STAFF RECOMMENDATION

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

— TENTATIVE AGREEMENT —

CAPISTRANO UNIFIED SCHOOL DISTRICT COMPREHENSIVE PROPOSAL TO CAPISTRANO UNIFIED EDUCATION ASSOCIATION

March 30, 2015

The current "Agreement between the Capistrano Unified School District and Capistrano Unified Education Association" (Agreement), expired on June 30, 2014. Except as amended in this document and/or attachments hereto, the Agreement shall remain in full force and effect through June 30, 2015.

The District proposes to amend the Agreement as follows:

ARTICLE 1 - **Designation of Parties and Length of Agreement**

1.1 This agreement is made and entered into this ____ ~~22nd~~-day of ____, 2015. ~~July 2013~~ and is effective for the period July 1, 2014 through June 30, 2015 ~~for the 2013-2014 contract year~~ by and between the Capistrano Unified School District, hereinafter referred to as "District,"~~;~~ and the Capistrano Unified Education Association, an affiliate of CTA/NEA, hereinafter referred to as "Association."

1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California.

1.3 The provisions of this agreement shall be applicable to those personnel represented by the exclusive representative as enumerated in Article 2.2.

1.4 All articles of this agreement shall remain in full force and effect from the date of ratification of this contract until June 30, 2015~~4~~, when it shall terminate.

~~1.5 Notwithstanding the provisions of Section 1.4, either party to the Agreement shall have the right to reopen for the 2011-12 school year for negotiations two articles of the Agreement on or before April 1, 2011 per Article 12.1 of the Agreement.~~

ARTICLE 5 - **Hours of Employment**

~~*(Insert latest Article 5 proposal here)*~~ (See attached)

ARTICLE 8 - **Class Size**

MEMORANDUM OF UNDERSTANDING BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CAPISTRANO UNIFIED EDUCATION ASSOCIATION

GRADES TK THROUGH 3 CLASS SIZE

This Memorandum of Understanding (MOU) affirms the parties' specific agreement as it pertains to Article 8 (Class Size) including sections 8.2 through 8.5 of the parties' Agreement, as amended.

Section 8.3 of the Agreement establishes a staffing ratio including staffing for grades K-3. Section 8.5 of the Agreement sets class size maximums.

The parties agree that the class size maximums shall be as set forth below:

Transitional Kindergarten	33:1 (2013-14 and 2014-15); 32:1 (thereafter)
Kindergarten	33:1 (2013-14 and 2014-15); 32:1 (thereafter)
Grades 1 - 3	32:1
Grades 4 - 5	33:1
Grades 6 - 8	35:1
Grades 9 – 12	36:1

At the secondary level, these maximums apply only to core academic classes (English, Math, Science, Social Studies, and Foreign Language)

The parties hereby agree that Article 8, including sections 8.2 through 8.5 as amended, and this MOU, constitute "a collectively bargained alternative annual average class enrollment for each schoolsite" in grades TK through 3 in accordance with paragraph (3) (B) of subdivision (d) of Section 42238.02 of California's Education Code.

[Dates ~~and~~ Signatures.]

Sally White 3/30/15 Jodee Brentlinger 3/30/15

(The District proposes amendments to Article 8 as indicated below:)

ARTICLE 8 - Class Size

8.1 It shall be the aim of the District to establish class sizes which are as nearly equal in size to one another as are appropriate given the enrollment at the school site, the capability of the students, the grade level taught, ~~and~~ the content of the course, and the master schedule.

8.2 If for any reason the staffing ratios as listed in 8.3 cannot be maintained, both parties agree to re-open negotiations to discuss this issue.

8.3 It is agreed that the District staffing ratio for regular classroom teachers shall be:

Transitional Kindergarten:	30.5 students to 1 teacher
Kindergarten	30.5 students to 1 teacher
Grades 1-5:	31.5 students to 1 teacher
Grades 6-8:	32.5 students to 1 teacher
Grades 9-12:	34.5 students to 1 teacher

8.3.1 The following are excluded in the above ratios: RSP staff, SDC staff and SDC students.

8.3.2 The class size ratio shall not apply to sections within the Class Size Reduction program.

8.4 Grades TK~~1~~-3 class sizes are subject to modification, based upon continued participation in the State Class Size Reduction Program.

8.5 The number of students enrolled per class shall not exceed the maximums listed below: At the secondary level, these maximums apply only to core academic classes (English, Math, Science, Social Studies, and Foreign Language):

~~Kindergarten~~	~~32 students to 1~~
~~Grades 1-5~~	~~33 students to 1 teacher~~
~~Grades 6-8~~	~~35 students to 1 teacher~~
~~Grades 9-12~~	~~36 students to 1 teacher~~
Transitional Kindergarten	33:1 (2013-14 and 2014-15); 32:1 (thereafter)
Kindergarten	33:1 (2013-14 and 2014-15); 32:1 (thereafter)
Grades 1 - 3	32:1
Grades 4 - 5	33:1
Grades 6 - 8	35:1
Grades 9 – 12	36:1

8.5.1 ~~If at any time~~ ~~A~~after the 15th student day of the school year, if the ~~a~~ class size maximum is exceeded in grades ~~5~~, 4 or 5~~-5~~, then the teacher shall ~~receive one full-day release per month by a substitute for every month that the class exceeds the above stated maximum.~~ receive the equivalent of one full day of substitute pay (at the District's current rate) for each month that the class exceeded the above stated maximum.

8.5.2 ~~If at any time~~ ~~A~~after the 15th student day of the school year, if the ~~a~~ class size maximum is exceeded in grades 6-12 in the following academic classes; English, Math, Science, Social Studies, and Foreign Languages, the teacher shall receive the equivalent of one full-day of substitute pay (at District's current rate) per class that exceeds the above stated maximum. One period of release time will accrue monthly from September through January and February through June for each class section that exceeds the stated maximum~~. The release time must be provided by a district substitute, rather than a unit member.~~ receive the equivalent of one full day of substitute pay (at the District's current rate) for each month that the class exceeded the above stated maximum.

~~8.5.2.1 The teacher shall submit 3 possible release dates within the affected month or semester to the site administrator. The teacher and site administrator shall then mutually agree, from the 3 dates submitted, when the release day shall be taken.~~

~~8.5.2.2 Teachers who receive a release day due to exceeding class size maximums shall work collaboratively with the site administrator to determine the location in which they work. It is expected that teachers work on school-related activities during the release time and that, whenever possible, the work location will be at the school site.~~

8.6 Assignment of special education teachers and speech pathologists shall comply with existing state regulations.

8.6.1 In the event that a waiver application for an increase in the size of a special education class becomes necessary, the teacher of that class shall be consulted by the District and his/her response shall be recorded on that application.

8.7 The staffing ratios for the following positions shall be:

Counselors 6-8	0.5 per school
Counselors 9-12	1 per comprehensive high school
Nurses	1 per Family (i.e. High School feeder pattern)
Psychologists	3000:1

~~8.8 CUSD acknowledges that grades Kindergarten, 4 and 5 grades are not able at this time to fully participate in Option 1 Class Size Reduction. In order to assist these teachers, the following is provided to K, 4, 5 teachers:~~

~~8.8.1 Each affected teacher will receive a total of 1 ½ days (preferably ½ day each trimester) of duty-free release time provided by substitutes.~~

~~8.8.2 This duty-free release time is provided for preparation at the school site of report cards and parent conferences.~~

~~8.8.3 The site administrators will be responsible for scheduling the substitute days in cooperation with the affected teachers.~~

ARTICLE 14 - Wages

Amend Article 14 and applicable schedules to reflect the following:

- Effective February 1, 2015, increase salary schedules by two percent (2%);

- For the 2014-15 school year provide each CUEA unit member, employed as of the date the tentative agreement is ratified by CUEA and approved by the Governing Board (whichever is later), a one percent (1%) one time collaboration payment.

14.10 Department Chair Selection

14.10.1 Each high school shall be eligible for a total of eight positions at a 10% stipend. Each middle school shall be eligible for a total of ~~six~~ seven positions at a 7% stipend. Stipends shall not be shared.

14.10.1.1 Each department shall submit up to two nominees for the position of Department Chair after considering all volunteers who express interest. The names will then be forwarded to the principal~~school site administrator~~. Prior to April 1 of each year, the principal shall~~will~~ email the staff requesting each department begin the department chair selection process. Each department chair, during the month of April, shall allow all individuals interested in being considered by the principal as the department chair for the following school year to submit their name to a vote. The department members may ~~shall~~ each vote for a minimum of one and a maximum of two nominees. The top two vote getting individuals shall ~~will~~ have their names forwarded to the principal for consideration. In the event there is only one name, that name shall be forwarded to the principal for consideration.

14.10.1.2 The principal ~~school site administrator~~ shall make a selection based on the names submitted, if an individual is suitable for the position.

14.10.1.3 However, if after reviewing the qualifications of the two nominees in relation to the job responsibilities, the principal does not feel comfortable appointing the nominees as a Department Chair, he/she may request additional names for consideration.

14.10.2 The Assistant Superintendent, Education, or designee, shall identify designated Department Chair positions and provide a list of those remaining positions which are at the discretion of the principal~~site administrator~~.

Other Issues:

As part of 2015-16 negotiations, the parties agree to revisit and explore negotiable issues related to school of choice and meeting time for support of diverse student learning needs.

In addition, the District is currently exploring funding sources to modify the elementary duty schedule. For example, coverage and other staffing modifications may be provided to enable elementary teachers to recapture time to focus upon instructional design and delivery (planning, preparation, grading, report cards). These issues will be addressed through a pilot MOU for the 2015-16 school year, with the possibility for implementation at the start of the 2015-16 school year.

Sally White 3/30/15 Jodee Brentlinger 3/30/15

District Response to CUEA

March 30, 2015 (8:00 a.m.)

CUEA PROPOSED LANGUAGE CHANGES TO ARTICLE 5.8 BANKED MINUTES – PROFESSIONAL COLLABORATION TIME

5.8 Banked Minutes – Professional Collaboration Time

After the Board of Trustees adopts annual goals/objectives, CUEA and the District agree to work collaboratively to align all professional collaboration activities to the identified goals/objectives.

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

a. No more than three hours per month will be dedicated to meetings for the purpose of collaboration, professional development, and/or at and across grade-level articulation. All activities will be focused on the identified goals/objectives.

b. No more than one hour per month will be dedicated to professional activities, including individualized and/or collaborative reflection and application of information directly connected to the identified goals/objectives.

5.8.1.1 ACE day schedule(s) may be changed after consultation and collaboration between the Principal and teachers at a site. Collaboration means that the Principal and teachers at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all teachers will have a voice.

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

a. No more than three hours a month will be dedicated to meetings for the purpose of collaboration, professional development, and/or at and across grade-level articulation. All activities will be focused on the identified goals/objectives.

b. No more than one hour per month will be dedicated to professional activities, including individualized and/or collaboration reflection and

application of information directly connected to identified goals/objectives.

5.8.2.1 ACE day schedule(s) may be changed after consultation and collaboration between the Principal and teachers at a site. Collaboration means that the Principal and teachers at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all teachers will have a voice.

5.8.3 Late Start days at the high school level shall be scheduled with input and approval of the Principal and teachers at the site. Teachers shall give input on the frequency, duration and usage of late start days, with no more than four hours per month dedicated to professional development and/or departmental/subject matter collaboration time. Late Start schedule(s) may be changed after consultation and collaboration between the Principal and teachers at a site. Collaboration means that the Principal and teachers at the site will meet, use the consensus process, and come to a mutually agreed upon decision. The expectation is that all teachers will have a voice.

5.8.4 Faculty/staff meetings shall be no longer than one hour in length and may be conducted once a month as a component of the one hour per week collaboration time. Monthly faculty/staff meetings are not required and information may be provided by administration via email, memorandum, and/or handouts in lieu of time dedicated at a staff meeting.

ORANGE COUNTY DEPARTMENT OF EDUCATION
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AL MIJARES, Ph.D.
County Superintendent of Schools

April 16, 2015

Lynn Hatton-Hodson, Board President
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Kirsten M. Vital, District Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Re: Disclosure of Collective Bargaining Agreement – Capistrano Unified Education Association (CUEA)

Dear Ms. Hatton-Hodson and Ms. Vital:

Thank you for the submission of the disclosure of collective bargaining agreement for the Capistrano Unified Education Association (CUEA) bargaining unit. The Orange County Superintendent of Schools has reviewed the District's disclosure in accordance with Assembly Bill (AB) 1200 (Statute of 1991, Chapter 1213) and Government Code 3547.5 as amended by AB 2756.

The proposed agreement covers the period from July 1, 2014 through June 30, 2015. The District and CUEA agreed to a 2.0% salary schedule increase effective February 1, 2015. In addition, CUEA members will receive a one-time off-schedule collaboration payment of 1.0% effective July 1, 2014 to June 30, 2015 for members employed as of the date the tentative agreement is ratified by CUEA and approved by the Governing Board (whichever is later). The fiscal impact of the tentative agreement results in an ongoing increase in total compensation of $4.05 million.

The District and CUEA also agreed to modify Article 8.5 (Class Size) Collectively Bargained Alternative Class Size Ratios in order to maintain grade span adjustment funding under the Local Control Funding Formula. It should be noted that the alternative TK-3 class size language saves the District approximately $10 million during the timeframe of 2014-15 through 2019-20.

The class size maximums stated in the tentative agreement are as follows:

Grade	2013-14 and 2014-15	2015-16
Transitional Kindergarten	33:1	32:1
Kindergarten	33:1	32:1
Grades 1-3	32:1	32:1
Grades 4-5	33:1	33:1
Grades 6-8	35:1	35:1
Grades 9-12*	36:1	36:1

* Maximum levels apply only to core academic classes.

We would like to extend our thanks to your staff for the thorough and timely preparation of the disclosure of the collective bargaining agreement. If you have any questions, please call me at (714) 966-4229 or Chris Lombardo at (714) 966-4248.

Sincerely,

Wendy Benkert, Ed.D.
Associate Superintendent, Business Services

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

Orange County Department of Education
District Fiscal Services

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

School District - Bargaining Unit: Capistrano Unified School District - Capistrano Unified Education Association (CUEA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2014 (date) and ending: June 30, 2015 (date)

The Governing Board will act upon this agreement on: April 22, 2015 (date)

A. Proposed Change in Compensation

	Compensation	Annual Cost Prior to Proposed Agreement FY 2014-15	Fiscal Impact of Proposed Agreement: Year 1 Increase/(Decrease) 2014-15 FY	Year 2 Increase/(Decrease) FY 2015-16	Year 3 Increase/(Decrease) FY 2016-17
1	**Salary Schedule**	$ 176,176,000 above amt. includes other compensation	$ 3,561,000	$ -	$ -
			2.02%	0.00%	0.00%
2	**Step and Column** Increase (Decrease) Due to movement plus any changes due to settlement	$ 2,695,000	$ 54,000	$ -	$ -
			2.00%	0.00%	0.00%
3	**Other Compensation -**	$ -		$ -	$ -
			0.00%	0.00%	0.00%
	Description of other compensation:				
4	**Statutory Benefits** - STRS, PERS, FICA, WC, UI, Medicare etc.	$ 23,163,795	$ 469,000	$ -	$ -
			2.02%	0.00%	0.00%
5	**Health/Welfare Plans**	$ 24,894,000	$ -	$ -	$ -
			0.00%	0.00%	0.00%
6	**Total Compensation -** Increase (Decrease) (Total Lines 1-5)	$ 226,928,795	$ 4,084,000.00	$ -	$ -
7	**Total Number of Represented Employees** (Use FTEs if appropriate)	2,093.60	0	0	0
8	**Total Compensation Average Cost per Employee**	$ 108,392	$ -	$ -	$ -
				0.00%	0.00%

Revised September 2013

24k

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

   Effective February 1, 2015, increase salary schedule by 2%. Additionally, members receive a 1% off schedule collaboration payment effective July 1, 2014 to June 30, 2015. Additionally, 1 new department chair stipend was added at each middle school.

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

    No

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits Yes [X] No [ ]

    If yes, please describe the cap amount.

    The plans are capped at the 2010 calendar year rates. The capped amounts vary depending on which plan and whether the employee has dependents. No changes were made to the caps.

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

Modify collectively bargained alternative ratio for LCFF class size purposes.

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

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

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

No.

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

None

G. Source of Funding for Proposed Agreement

1. Current Year

General fund revenues.

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

Ongoing general fund revenues support this cost.

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

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

General Fund

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

	Column 1 Latest Board-Approved Budget Before Settlement (As of 3/11/15)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	$ 333,714,342	$ -		$ 333,714,342
Remaining Revenues (8100-8799)	$ 69,923,150	$ -		$ 69,923,150
TOTAL REVENUES	$ 403,637,492	$ -	$ -	$ 403,637,492
EXPENDITURES				
Certificated Salaries (1000-1999)	$ 197,540,588	$ 3,615,000		$ 201,155,588
Classified Salaries (2000-2999)	$ 58,479,610	$ -		$ 58,479,610
Employee Benefits (3000-3999)	$ 78,791,921	$ 469,000		$ 79,260,921
Books and Supplies (4000-4999)	$ 17,294,529	$ -		$ 17,294,529
Services, Other Operating Expenses (5000-5999)	$ 36,838,769	$ -		$ 36,838,769
Capital Outlay (6000-6599)	$ 11,198,398	$ -		$ 11,198,398
Other Outgo (7100-7299) (7400-7499)	$ 13,526,896	$ -		$ 13,526,896
Direct Support/Indirect Cost (7300-7399)	$ (636,716)	$ -		$ (636,716)
Other Adjustments				
TOTAL EXPENDITURES	$ 413,033,995	$ 4,084,000	$ -	$ 417,117,995
OPERATING SURPLUS (DEFICIT)	$ (9,396,503)	$ (4,084,000)	$ -	$ (13,480,503)
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ -	$ -	$	$ -
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -	$ -
CONTRIBUTIONS (8980-8999)	$ -	$ -		$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (9,396,503)	* $ (4,084,000)	$ -	$ (13,480,503)
BEGINNING BALANCE	$ 33,377,613			$ 33,377,613
Prior-Year Adjustments/Restatements (9793/9795)	$ -			$ -
CURRENT-YEAR ENDING BALANCE	$ 23,981,110	$ (4,084,000)	$ -	$ 19,897,110
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	$ 325,000	$ -	$ -	$ 325,000
Restricted Reserves (9740)	$ 6,460,504	$ -	$ -	$ 6,460,504
Stabilization Arrangements (9750)	$ -	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -	$ -
Other Assignments (9780)	$ 100,000	$ -	$ -	$ 100,000
Reserve for Economic Uncertainties (9789)	$ 10,300,000	$ -		$ 10,300,000
Unassigned/Unappropriated (9790)	$ 6,795,606	$ (4,084,000)	$ -	$ 2,711,606

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

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

	2014-15	2015-16	2016-17
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	$ 333,714,342	$ 355,764,431	$ 364,603,605
Remaining Revenues (8100-8799)	$ 69,923,150	$ 66,654,856	$ 67,105,378
TOTAL REVENUES	$ 403,637,492	$ 422,419,287	$ 431,708,983
EXPENDITURES			
Certificated Salaries (1000-1999)	$ 201,155,588	$ 203,772,369	$ 206,828,399
Classified Salaries (2000-2999)	$ 58,479,610	$ 62,183,202	$ 63,426,866
Employee Benefits (3000-3999)	$ 79,260,921	$ 84,368,185	$ 90,460,245
Books and Supplies (4000-4999)	$ 17,294,529	$ 9,882,766	$ 9,821,590
Services, Other Operating Expenses (5000-5999)	$ 36,838,769	$ 36,761,982	$ 37,784,200
Capital Outlay (6000-6999)	$ 11,198,398	$ 6,062,615	$ 2,381,215
Other Outgo (7100-7299) (7400-7499)	$ 13,526,896	$ 13,707,091	$ 13,917,155
Direct Support/Indirect Cost (7300-7399)	$ (636,716)	$ (636,716)	$ (636,716)
Other Adjustments		$ -	$ -
TOTAL EXPENDITURES	$ 417,117,995	$ 416,101,494	$ 423,982,954
OPERATING SURPLUS (DEFICIT)	$ (13,480,503)	$ 6,317,793	$ 7,726,029
TRANSFERS IN & OTHER SOURCES (8910-8979)	$ -	$ -	$ -
TRANSFERS OUT & OTHER USES (7610-7699)	$ -	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (13,480,503)	$ 6,317,793	$ 7,726,029
BEGINNING BALANCE	$ 33,377,613	$ 19,897,110	$ 26,214,903
CURRENT-YEAR ENDING BALANCE	$ 19,897,110	$ 26,214,903	$ 33,940,932
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	$ 325,000	$ 325,000	$ 325,000
Restricted Reserves (9740)	$ 6,460,504	$ 4,048,444	$ 4,048,444
Stabilization Arrangements (9750)	$ -	$ -	$ -
Other Commitments (9760)	$ -	$ -	$ -
Other Assignments (9780)	$ 100,000	$ -	
Reserve for Economic Uncertainties (9789)	$ 10,300,000	$ 11,300,000	$ 12,600,000
Unassigned/Unappropriated (9790)	$ 2,711,606	$ 10,541,459	$ 16,967,488

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 417,117,995	$ 416,101,494	$ 423,982,954
b.	State Standard Minimum Reserve Percentage for this District is 2%	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR $50,000	$ 8,342,360	$ 8,322,030	$ 8,479,659

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	$ 10,300,000	$ 11,300,000	$ 12,600,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	$ 2,711,606	$ 10,541,459	$ 16,967,488
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	$	$	$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	$	$	$
g.	Total Available Reserves	$ 13,011,606	$ 21,841,459	$ 29,567,488
h.	Reserve for Economic Uncertainties Percentage	3.12%	5.25%	6.97%

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

	Yes	No
2014-15	X	
2015-16	X	
2016-17	X	

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

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

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

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the California School Employees Association, Chapter 224 Bargaining Unit, during the term of the agreement from July 01, 2014 to June 30, 2015 .

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

Budget Adjustment Categories:	**Budget Adjustment Increase (Decrease)**
Revenues/Other Financing Sources	*0*
Expenditures/Other Financing Uses	*4,084,000.00*
Ending Balance Increase (Decrease)	*(4,084,000.00)*

(No budget revisions necessary - included in revised budget)

	22-Apr-15
District Superintendent (Signature)	**Date**
	22-Apr-15
Chief Business Officer (Signature)	**Date**

L. CERTIFICATION NO. 2

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

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

	22-Apr-15
District Superintendent (or Designee) **(Signature)**	**Date**
	22-Apr-15
President or Clerk of Governing Board **(Signature)**	**Date**
Philippa Geiger, Executive Director, Fiscal Services	949- 234-9316
Contact Person	**Phone**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

April 22, 2015

RESOLUTION NO. 1415-42
CLASSIFIED LAYOFF NON-MANAGEMENT EMPLOYEES

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

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

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

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

Position Elimination/Classified	Number of Full Time Equivalents	Total Number of Positions Eliminated	Positions Currently Vacant
Academic Advisor	1.0	1	1
Alternative Ed Office Manager	1.0	1	0
Bilingual Clerk	.75	2	2
Bilingual Instructional Assistant-Community Ed ESL	.6875	2	0
Bilingual Community Services Liaison	1.313	3	3
Bilingual Instructional Assistant	1.938	5	2
Bilingual Special Projects Liaison	1.0	1	1
Instructional Assistant	2.813	7	5
Instructional Assistant-Comm Ed	1.375	6	2
Instructional Assistant-Computer Lab	.75	2	0
Instructional Assistant-Preschool	2.625	6	14
Instructional Assistant-Science	.75	2	2
Intermediate Office Assistant	1.0	1	1
Job Technician I	.9247	2	2
Lead Risk Management Technician	1.0	1	1
Opportunity Assistant	7.0	7	0
Preschool Site Facilitator	1.5	2	0
Preschool Teacher	3.0	4	0
School Clerk I	.875	4	1
School Secretary I	1.0	1	0
TOTAL	**32.301**	**60**	**35**

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

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on April 22, 2015, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on April 22, 2015, by a roll call vote.

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

By:_____
Martha McNicholas
Clerk of the Board of Trustees

By:_____
Kirsten M. Vital,
Secretary to the Board of Trustees

c: Superintendent, Orange County Department of Education

Capistrano Unified Education Association

March 23, 2015

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

Dear Jodee:

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

Article 5 Hours of Employment

- Changes and improvements throughout the entire Article

Article 8 Class Size

- Changes and improvements throughout the entire Article

Article 13 Health & Welfare Benefits

- Changes and improvements throughout the entire Article

Article 14 Wages

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

Article 16 Grievance Procedure

- Changes and improvements throughout the entire Article

Miscellaneous

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

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

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

Sincerely,

Brian Todd

Brian Todd, Executive Director
Capistrano Unified Education Association

BT/jg

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

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

Initial Proposal of the Capistrano Unified School District to the Capistrano Unified Education Association for Successor Contract Negotiations

April 22, 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 7: Evaluation Procedure

The District proposes to amend this Article to reflect compliance with best practices.

Article 10: Leaves

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

Article 17: Peer Assistance and Review

The District proposes to amend this Article to reflect any changes resulting from amendments in *Article 7: Evaluation Procedures.*

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

EXHIBIT 7

Time Sensitive Requires Board Action

April 14, 2015

MEMORANDUM

TO: Capistrano USD Board of Trustees and Superintendent
FROM: Leanne Gosselin, Leadership Services
SUBJECT: Capistrano USD's appointments to CSBA Delegate Assembly

---

Thank you for renewing your membership with CSBA earlier this year. As you know from the past, because of your ADA, your district is entitled to **appoint two** representatives to CSBA's Delegate Assembly. The appointment dates alternate (one will end in an even-numbered year and one in an odd-numbered year). Both appointments will begin immediately upon notification from your district — one term will expire on March 31, 2016 and the other term expire on March 31, 2017.

We hope that you can add this item to appoint two of your board members to your April 22 board meeting agenda. You may complete the attached appointment forms (one for 2016 and one for 2017) and return them to me (via email) following your meeting or before Friday, April 24. A biographical sketch form for each appointed Delegate is attached and is due on April 30.

The next meeting of the Delegate Assembly is rapidly approaching — Saturday, May 16 and Sunday, May 17, in Sacramento at the Hyatt Regency (see below). The general purposes of the Delegate Assembly are to provide policy direction for the Association, elect officers and directors, and ensure the Association reflects the interests of school districts and county offices of education.

Saturday, May 16, 2015	
Regional Caucus Meetings:	7:30 – 8:45 a.m.
Registration (Delegates may also register on site):	8:00 a.m.
New Delegates' Orientation:	8:45 – 9:45 a.m.
Delegate Assembly convenes:	10:00 a.m.
Lunch:	12:00 p.m.
Delegate Assembly meeting reconvenes:	1:30 p.m.
Delegate Assembly Reception:	6:00 p.m.
Sunday, May 17, 2015	
Delegate Assembly meeting reconvenes:	8:00 a.m. and adjourns at 12 p.m.

Please to not hesitate to contact me at lgosselin@csba.org should you have any questions. Thank you.

c: Susan Henry, CSBA Region 15 Director

Attachments

- Appointment and Biographical Sketch Forms

EXHIBIT 8

California School Boards Association

Delegate Assembly Appointment Form from Capistrano USD

CSBA Region/subregion #_____

The Board of Education of the _____
(School District or COE)

wishes to appoint: _____ to the Delegate Assembly
(Appointee name)

beginning immediately through March 31, 2016.

- ❑ The appointee has consented to this appointment, and
- ❑ Attached is the appointee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé, or
- ❑ The appointee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by April 30.

_____ _____
Board Clerk or Board Secretary (signed) *Date*

_____
Board Clerk or Board Secretary (printed)

Delegate Assembly Appointment Form from Capistrano USD

CSBA Region/subregion #_____

The Board of Education of the _____
(School District or COE)

wishes to appoint: _____ to the Delegate Assembly
(Appointee name)

for a two-year term beginning immediately through March 31, 2017.

- ❑ The appointee has consented to this appointment, and
- ❑ Attached is the appointee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé, or
- ❑ The appointee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by April 30.

_____ _____
Board Clerk or Board Secretary (signed) *Date*

_____
Board Clerk or Board Secretary (printed)

APPOINTED Delegate Assembly Candidate Biographical Sketch Form

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax (916) 371-3407

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted. Please do not state "see résumé" and please do not re-type this form.

Name: _____ CSBA Region: _____

District or COE: _____ Years on board: _____

Contact Number: _____ E-mail: _____

Are you a continuing Delegate? ☐Yes ☐ No If yes, how long have you served as a Delegate?_____

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

Your signature indicates your consent to serve as an appointed CSBA Delegate.

34

_____ _____

Signature *Date*

Instruction

STUDENT USE OF TECHNOLOGY AND INTERNET SAFETY

The Governing Board intends that technological resources provided by the district be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Agreement.

The Superintendent or designee shall provide age-appropriate instruction regarding the district's acceptable use agreement, including instruction on the safe use of social networking sites and other Internet services including, but not limited to, the dangers of posting personal information online, misrepresentation by online predators, and how to report inappropriate or offensive content or threats.

The Superintendent or designee, with input from students and appropriate staff, shall regularly review this policy, the accompanying administrative regulation, and other relevant procedures to help ensure that the district adapts to changing technologies and circumstances.

Use of District Computers for Online Services/Internet Access

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure designed to block or filter Internet access to visual, verbal and printed depictions that are obscene, child pornography, subversive or harmful to minors, and that the operation of such measures is enforced.

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access, within reason, to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.

The Superintendent or designee also shall establish regulations to address the safety and security of students and student information when using email, chat rooms, and other forms of direct electronic communication.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Student use of district technology to access unauthorized sites, including unauthorized social networking sites, is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with Internet access.

Before using the district's technological resources, each student and his/her parent/guardian shall sign agreeing to the Student Internet/Software Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree to not hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or users' mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

Use of Student Personal Technology Devices for Internet Access

The Superintendent or designee shall make available to all students the opportunity to connect an approved personal technological device to the district provided guest wireless network for academic purposes. Students using their own device to connect to the guest wireless network must do so with their district issued individual account. If applicable, the personal device must have current anti-virus software installed before accessing the network. The device may be used in the classroom or learning space for academic purposes only. The individual school site may provide direction on expectations of utilization and device specifications, with guidance from the technology department and legal.

The Superintendent or designee shall establish guidelines for schools to implement "Bring Your Own Device" programs with clear procedures on ensuring equity of access and compliancy with Education Code 49011, prohibiting required student fees to participate in an educational activity.

It will be each student's responsibility to follow the rules for appropriate and responsible use as detailed in the Student Internet/Software Acceptable Use Agreement. Access to the guest network is a privilege and administrators and staff may review files and messages to maintain system integrity and ensure that users are acting responsibly. The district is not responsible for theft, loss, or damage to personal technology devices that are brought to school from home by students.

Legal References:

EDUCATION CODE
51006 Computer education and resources
51007 Programs to strengthen technological skills
51870- 51874 Education Technology Act especially:
60044 Prohibited instructional materials
PENAL CODE
313 Harmful matter
502 Computer crimes, remedies

632 Eavesdropping on/or recording confidential communications
653.2 Electronic communication devices, threats to safety
UNITED STATES CODE, TITLE 15
6501-6506 Children's Online Privacy Protection Act
UNITED STATES CODE, TITLE 20
6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:
6777 Internet Safety
UNITED STATES CODE, TITLE 47
254 Universal service discounts (E-rate)
CODE OF FEDERAL REGULATIONS, TITLE 16
312.1-312.12 Children's online privacy protection
CODE OF FEDERAL REGULATIONS, TITLE 47
54.520 Internet safety policy and technology protection measures, E-rate discounts

Management Resources:
CSBA PUBLICATIONS
Cyberbullying: Policy Considerations for Boards, Governance and Policy Services Policy Brief, July 2007
FEDERAL TRADE COMMISSION PUBLICATIONS
How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000
CDE PUBLICATIONS
K-12 Network Technology Planning Guide: Building the Future, 1995
CDE PROGRAM ADVISORIES
1223.94 Acceptable use of Electronic Information Resources
MY SPACE.COM PUBLICATIONS
The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues
WEB SITES
CSBA: http://www.csba.org
American Library Association: http://www.ala.org
California Coalition for Children's Internet Safety: http://wwwcybersafety.ca.gov
CDE: http://www.cde.ca.gov
Center for Safe and Responsible Internet Use: http://csriu.org and http://cyberbully,org
Federal Communications Commission: http//www.fcc.gov
U.S. Department of Education: http://www.ed.gov
Web Wise Kids: http://www.webwisekids.org

Policy
adopted: 6/14/99
revised: 10/1/01
revised: 1/14/2008
revised: 2/11/2008
revised: 12/4/2009
adopted: 1/12/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
MARCH 18, 2015
EDUCATION CENTER – BOARD ROOM

President Hatton-Hodson called the meeting to order at 5:30 p.m.

The Pledge of Allegiance was led by Assistant Superintendent Michelle Le Patner.

Present: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
Absent: Trustee Alpay

Permanent Record

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

Adoption of the Board Agenda

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

ROLL CALL: AYES: Trustees Alpay, Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Alpay
ABSTAIN: None

ROP 90-Day Notice Agenda Item 1

Assistant Superintendent Michelle Le Patner explained this item presents the 90-day notice of withdrawal from the South Coast Regional Occupational Program (ROP) should Laguna Beach Unified School District (LBUSD) governing board not sign the restated amended Joint Powers Agreement (JPA). Dr. Le Patner stated this is a precautionary measure to ensure the District will not be responsible for $2.9 million and the infrastructure the current JPA outlines. It is the District's expectation this withdrawal from the South Coast ROP will not be necessary because LBUSD will sign the restated amended JPA. Dr. Le Patner concluded her comments with several options available should the District have to withdraw from the South Coast ROP.

It was moved by Trustee Pritchard, seconded by Trustee Jones, and motion carried 6-0 to the 90-day notice to withdraw from the current South Coast ROP JPA effective March 18, 2015, in the possible event the LBUSD governing board does not approve the new ROP JPA at its March 24 meeting.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Alpay

Adjournment

It was moved by Trustee McNicholas, seconded by Trustee Jones, and motion carried 6-0 to adjourn the meeting.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Alpay

President Hatton-Hodson announced the meeting adjourned at 5:35 p.m.

_____
Board Clerk

_____
Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

REVISED 4-20-15

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – WORKSHOP
MARCH 18, 2015
EDUCATION CENTER – BOARD ROOM

President Hatton-Hodson called the workshop to order at 6:00 p.m.

The Pledge of Allegiance was led by Kent Bechler.

Present: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
Absent: Trustee Alpay

Adoption of the Board Agenda

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

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Alpay
ABSTAIN: None

Due to technology issues with the location of the meeting in the Washington Conference Room, the meeting was moved to the Board room.

INFORMATION/DISCUSSION

Board and Superintendent Workshop
Agenda Item 1

Dr. Kent Bechler and Rich Thome from Leadership Associates facilitated the workshop. Trustees were provided a PowerPoint presentation to assist them to create a powerful and implementable Vison, Mission, and Goals for the District. This is part one of a two part discussion on this topic. The PowerPoint covered Building Background, Leading a Learning Organization, Whirlwind vs. Wildly Important Goals (WIGS), and Vision/Mission/Data/WIGS. The outcome of the workshops is for the Board to define three audacious or WIGS for 2015-2016 and beyond. The Board and Superintendent will schedule another workshop in the near future for part two. In the meantime, Trustees were assigned homework to research vision/mission statements online and begin to develop language they would like to incorporate into the District's vision and mission statements. (The PowerPoint is available for viewing on the District website at www.capousd.org).

It was moved by Trustee Reardon, seconded by Trustee Jones, and motion carried by a 5-0 vote to adjourn the workshop.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas and Reardon
NOES: None
ABSENT: Trustees Alpay and Pritchard

*(Trustee Pritchard left the meeting at 6:45 p.m.)

Trustee Hatton-Hodson announced the workshop adjourned at 8:00 p.m.

_____
Board Clerk

_____
Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
MARCH 25, 2015
EDUCATION CENTER – BOARD ROOM

President Hatton-Hodson called the meeting to order at 5:30 p.m. and announced Attorney Jon Pearl would not be present in closed session during the discussion of agenda item 3C. The Board recessed to closed session to: discuss Student Expulsions; confer with Legal Counsel regarding Anticipated Litigation; confer with Labor Negotiators; discuss Public Employee Discipline/Dismissal/Release; and discuss Public Employee Employment/Appointment.

Trustee Alpay arrived in closed session at 5:50 p.m.

The regular meeting of the Board reconvened to open session and was called to order by President Hatton-Hodson at 7:01 p.m.

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

The Pledge of Allegiance was led by Fabiane Penny.

Permanent Record

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

Adoption of the Board Agenda

It was moved by Trustee Hanacek, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to adopt the Board agenda.

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

President's Report from Closed Session Meeting

President Hatton-Hodson reported the following action taken during closed session:

Agenda Item #3 A1-A2 – Student Expulsions:

The Board voted 6-0 to expel the following students by stipulated agreements: Case #2015-019 and #2015-022.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Alpay

Agenda Item #3 A3-A5 – Student Expulsions:

The Board voted 6-0 to expel the following students: Case #2015-020, #2015-21, and #2015-023.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Alpay

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

The Board gave direction to staff.

Agenda Item #3 C – Conference with Labor Negotiators:

The Board gave direction to staff.

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

The Board voted 7-0 to approve the Resignation Agreement and General Release between the District and Certificated Employee No. 12832. Pursuant to the terms of the Agreement, Certificated Employee No. 12832 will resign effective March 2, 2015. Under the Agreement, Certificated Employee No. 12832 releases the District from any and all legal claims.

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

Agenda Item #3 E1 – Public Employee Appointment/Employment:

The Board voted 6-0 to approve the appointments of Alex Hernandez, Steven Matteson, Adam Mendoza, and Adam Nowak, Supervisor IV, Custodial Services.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Alpay

Agenda Item #3 E2 – Public Employee Appointment/Employment:

The Board voted 6-0 to approve the appointment of Kent Smith, Manager III, Grounds Operations.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Alpay

Agenda Item #3 E4 – Public Employee Appointment/Employment:

The Board voted 6-0 to approve the appointments of Alex Malfavon and Larry Vernaza, Manager III, Custodial Services.

AYES: Trustees Hanacek, Hatton-Hodson, Jones, McNicholas, Pritchard, and Reardon
NOES: None
ABSENT: Trustee Alpay

Agenda Item #3 E5 – Public Employee Appointment/Employment:

The Board voted 7-0 to approve the appointment of Marc Patterson, Executive Director, Curriculum and Instruction 6-12, K-8, Alternative Education.

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

Agenda Item #3 E6 – Public Employee Appointment/Employment:

The Board voted 7-0 to approve the appointment of Greg Merwin, Executive Director, Curriculum and Instruction Preschool – Grade 5.

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

Agenda Item #3 E8 – Public Employee Appointment/Employment:

The Board voted 7-0 to approve the appointment of James Wood, Executive Director, Secondary/Adult Transition Special Education Programs.

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

Special Recognitions

Mr. & Mrs. Polk were recognized for their dedication to the students at Kinoshita Elementary School and also as representatives for all the volunteers at Kinoshita Elementary School. Assistant Superintendent Julie Hatchel stated Kinoshita volunteers are unique as most are community members without children at the school and some have volunteered on a weekly basis since the school opened in 1999.

Fabiane Penny was recognized for her quick response during the recent shelter-in-place incident by translating all parent/community communications into Spanish and translating for Spanish parents who called the school.

ASB Report

Student Body President Alex Zeweski from San Clemente High School presented a report on activities taking place at the high school.

Board and Superintendent Comments

Superintendent Vital shared that she and Trustee Jones had observed a Two-Way Immersion class at Marco Forster Middle school; she attended the Arroyo Vista Children's Theater performance of *The Wizard of Oz*; announced two District students have received the state PTA Award of Excellence in the Reflections program; announced Aliso Niguel High School and Niguel Hills Middle School PTAs received the PTA Spotlight Award; and discussed the reasoning for the Calendar Committee's recommendation to move to an earlier start date for school in 2015-2016 and 2016-2017.

Trustee Hanacek congratulated San Clemente High School for their 50th Anniversary coming up and encouraged everyone to attend one of the many high school musicals.

Trustee McNicholas stated she attended Hidden Hills Elementary School's 20th Anniversary, San Clemente High School's Bye Bye Birdie, and will be attending George White Elementary School's 25th Anniversary. Trustee McNicholas also shared she attended the Mandarin Immersion Program Annual Gala Fundraising Event.

Trustee Alpay requested the school calendar be agendized again for Board discussion due to the numerous parent e-mails he received from parents who feel they were not a part of the process and who would like to propose a better alternative to an earlier start date. He also congratulated the Las Palmas Elementary School's PTA for their successful fundraising efforts which have raised $95K this year.

Trustee Jones shared she attended the Hidden Hills Elementary School's 20th Anniversary, the Mandarin Immersion Program Annual Gala Fundraising Event, and observed a Two-Way Immersion class at Marco Forster Middle School. She added she had lunch with the teachers at Carl Hankey K-8 School.

Trustee Reardon agreed with Trustee Alpay's request to agendize the school calendar at the next Board meeting. Trustee consensus was to agendize the item for a general calendar discussion.

Oral Communications

Due to the number of Blue Cards submitted, President Hatton-Hodson asked Trustees if they wished to waive the Board policy maximum time limit of 20 minutes for speakers. It was moved by Trustee Alpay, seconded by Trustee Reardon, and motion carried by a 7-0 vote to waive Board Policy 9323.

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

The following speakers addressed the Board:

- *Bob Wang, Juan Jose Reyes Balgazar, Jose Delgado, Silvia Gonzalez, Teresa Rivera, Azarnoush Rafiee, Javier Carrales, Norma Ajzictle, Araceli Vargas, Reyna Ramirez, Maria Caranza, Jill Hillabrant, and Brenda Humia asked the Board not to terminate Adult Education Citizenship, GED and ESL classes as there are no other free local classes for students with limited transportation to attend.*
- *Carrie Kitcher, Jennifer Miramontes, Stephen Fraley, and Jordon Goodman addressed the Board regarding the overcrowding condition of the Ladera Ranch elementary and middle schools and the District's plan to combine kindergarten classes and move some middle school classes to the elementary side of the campus.*

Superintendent Vital stated that staff would follow up with the Ladera Ranch parents' who shared their concerns.

Assistant Superintendent Michelle Le Patner responded to the Adult Education speakers and clarified that students would not be without Adult Education courses and staff will provide community meetings for the students to discuss the District's plan for how Adult Education is moving forward.

DISCUSSION/ACTION

DELAC Update Agenda Item 1

Assistant Superintendent Michelle Le Patner provided the Board with a PowerPoint presentation of the annual District English Learner Advisory Committee (DELAC) report. The report included the Role of DELAC; data on the number of English Learners (EL) in the District; the 2014-2015 Accomplishments; the EL Master Plan; Goals of the EL Master Plan; Increased Parent Education Opportunities; Summer Intensive for EL; Technology Support for EL Students; and Goals for the Future. Following the presentation, Dr. Le Patner introduced DELAC President Thelma Ley who shared the importance of DELAC and thanked the Board for their support. (The PowerPoint is available for viewing on the District website at www.capousd.org).

Following the presentation, the Board asked questions of staff and made comments.

Assistant Superintendent Michelle Le Patner provided a PowerPoint presentation on the high school graduation requirements. Topics covered were the District's high school progress data; college readiness and college-going data; high school graduation requirements in comparison with State, UC, and Cal State; current work in college and career readiness; options to consider; a-g and honors changes; and timeline and action steps. (The PowerPoint is available for viewing on the District website at www.capousd.org).

High School Graduation Requirements Agenda Item 2

Following the presentation, the Board asked questions, made comments, and requested a special Board meeting be provided for further discussion on the high school graduation requirements.

Assistant Superintendent Michelle Le Patner informed the Board that the Laguna Beach Unified School District approved the Regional Occupational Program Joint Powers Agreement at its March 24, 2015, board meeting.

ROP Amended JPA Agenda Item 3

It was moved by Trustee Reardon, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to approve the South Coast Regional Occupational Program amended Joint Powers Agreement.

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

It was moved by Trustee McNicholas, seconded by Trustee Jones, and motion carried by a 7-0 vote to approve the proposed January through June 2016 School Board Meeting Schedule.

Board Meeting Calendar Agenda Item 4

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

President Hatton-Hodson asked Trustees for items they wished to pull from the Consent Calendar. Items 14, 16, and 17 were pulled.

Items Pulled from the Consent Calendar

CONSENT CALENDAR

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

Minutes of the March 11, 2015, regular Board meeting.

Minutes Agenda Item 5

Minutes of the March 13, 2015, special Board meeting.

Minutes Agenda Item 6

Readmission of students from expulsion: Case #2014-044, and Case #2014-55.

Expulsion Readmissions Agenda Item 7

Three-year Expulsion Plan developed in collaboration with Orange County school districts and the Orange County Department of Education.

Three-Year Expulsion Plan Agenda Item 8

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

Purchase Orders/Warrants Agenda Item 9

Donations of funds and equipment.	**Donations Agenda Item 10**
Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.	**Professional Services Agreements Agenda Item 11**
Ratification of special education Informal Dispute Resolution Case ##023715.	**IDR Settlement Agreement Agenda Item 12**
Ratification of special education Settlement Agreement Case #2014100253.	**Settlement Agreement Agenda Item 13**
Quintessential School Systems Services and Support Agreement (FY 15-16), a business administrative software.	**Quintessential School Systems Agreement Agenda Item 15**
Advertise for bids for paper and plastic products, as needed by the District.	**Advertise Bid – Paper/Plastic Products Agenda Item 18**
Advertise for bids for plumbing services.	**Advertise Bid – Plumbing Services Agenda Item 19**
Advertise for bids for weed abatement service.	**Advertise Bid – Weed Abatement Agenda Item 20**
Advertise for bids for fence repairs and maintenance.	**Advertise Bid – Fence Repairs and Maintenance Agenda Item 21**
Award of Request for Proposal (RFP) No. 4-1415, Online Curriculum for Virtual Schools to Florida Virtual School, for grades 9 through 12 at California Preparatory Academy and Edgenuity, Incorporated, for grades 6 through 8 at Capistrano Virtual School.	**Award of RFP-Online Curriculum Agenda Item 22**
Dana Hills High School New Portable Wrestling Room Building; New Portable Restroom Building and Associated Site Work Project; Approval of the Architectural and Related Services Agreement; Approval to Advertise for Bid No. 1415-20.	**Dana Hills High School Facility Improvements Agenda Item 23**
Las Flores Elementary School New Portable Restroom Building and Associated Site Work Project; Approval of the Agreement for Architectural and Related Services; and Approval to Advertise for Bid No. 1415-19.	**Las Flores Elementary School Facility Improvements Agenda Item 24**

Oxford Preparatory Academy New Portable Restroom Building and Associated Site Work Project; Approval to Advertise for Bid No. 1415-21.

OPA Facility Improvements Agenda Item 25

Resignations, retirements, and employment of classified personnel.

Resignations/ Retirements/ Employment (Classified Personnel) Agenda Item 26

Resignations, retirements, and employment of certificated personnel.

Resignations/ Retirements/ Employment (Certificated Personnel) Agenda Item 27

Memorandum of Understanding with South Coast Regional Occupational Program to provide interim administrative services.

MOU with Patricia Romo Agenda Item 28

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

Trustee Reardon pulled the item due to concerns with the language and felt the Resolution was premature because the funds are performing above market levels. Following Trustee discussion, Trustee Reardon stated he would support the Resolution if the word "promise" was changed to "goal" in the last paragraph.

CALSTRS/ CALPERS Contribution Increases Agenda Item 14

It was moved by Trustee Reardon, seconded by Trustee McNicholas, and motion carried by a 7-0 vote to approve Resolution No. 1415-40, Position on CalSTRS/CalPERS Contribution Increases as amended.

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

Trustee Reardon stated he supports the item but wants to establish a relationship with the firm so it advocates reflecting the position and view of the Board in terms of what the educational policy in the State of California should look like and what the District wants to advocate for in the state. Superintendent Vital responded the firm will be invited to present to the Board in a public meeting and receive clear direction from Trustees on what the District's position is and what the expectations are.

Advocacy Agreement Agenda Item 16

It was moved by Trustee Reardon seconded by Trustee Pritchard, and motion carried by a 7-0 vote to approve the Advocacy Agreement between the District and Capital Advisors Group, LLC, a legislative consulting and advocacy firm, providing strategic counsel and assistance in developing mutually-beneficial partnerships.

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

Cox Commercial Service Agreement Agenda Item 17

Trustee Hanacek asked staff if the County Office of Education had affirmed its ability to perform with its current Internet connections. Deputy Superintendent Clark Hampton stated currently the County Office of Education has 10GB and is adding another 10GB connection to handle all the traffic from other districts. The addition of Cox is like an insurance policy for the District should the County Office of Education have a problem with the second connection, router, or balancing.

It was moved by Trustee Hanacek, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the Commercial Service Agreement for an alternative Internet connection provided by Cox Communications Rancho Santa Margarita, LLC.

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

Adjournment

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

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 10:15 p.m.

_____
Board Clerk

_____
Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-41

NATIONAL DAY OF THE TEACHER

WHEREAS, the Board of the Capistrano Unified School District recognizes the valuable and immeasurable contributions of its certificated staff in preparing nearly 50,000 students of the District for both academic and personal success; and

WHEREAS, the Board of the Capistrano Unified School District also recognizes that the quality of all students' educational experiences depends significantly and vitally upon the excellence of their teachers; and

WHEREAS, it has been the privilege of the Capistrano Unified School District to employ highly educated, dedicated, and professional teachers, who are among the best in the State of California; and

WHEREAS, California Education Code §37222 designates the first Tuesday in May as National Day of the Teacher in recognition of the education professionals who are entrusted with fulfilling the mission of preparing our students for academic and personal success; and

WHEREAS, the Board of the Capistrano Unified School District believes the National Day of the Teacher should be a day for parents, public officials, and the community to recognize the dedication, commitment, and professionalism of teachers who are educating our children;

NOW THEREFORE BE IT RESOLVED the Board of Capistrano Unified School District recognizes May 5, 2015, as National Day of the Teacher and commends the certificated staff of the District for its commitment and success in preparing students for college and career.

PASSED AND ADOPTED this 22nd day of April, 2015, by Capistrano Unified School District Board of Trustees of Orange County, California.

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 22nd day of April, 2015, by a roll call vote.

_____
Kirsten M. Vital
Secretary to the Board of Trustees

AGREEMENT TO REFER STUDENTS

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT," and The Orange County Superintendent of Schools, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR offers programs appropriate for District students;

WHEREAS, DISTRICT has reduced or eliminated certain school programs as a result of budgetary concerns and DISTRICT students are in need of such services;

WHEREAS, DISTRICT desires to refer students to CONTRACTOR during each school year;

WHEREAS, Education Code Section 1294.5 allows CONTRACTOR to hire temporary certificated employees to provide services to students referred pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Referrals by DISTRICT. DISTRICT agrees to refer such students to CONTRACTOR during the term of this Agreement as are deemed to be likely to benefit from CONTRACTOR'S programs.

2. Services to be provided by CONTRACTOR. CONTRACTOR will provide services to DISTRICT students who are eligible for and enroll in CONTRACTOR'S programs during the term of this Agreement.

3. Term. The Term of this Agreement is from July 1, 2015 to August 24, 2015.

4. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

5. Termination. Either party may terminate this Agreement with or without cause on thirty (30) days' written notice to the other party.

6. Entire Agreement/Amendment. This AGREEMENT constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

7. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Capistrano Unified
School District

Attn: _____
_____
_____

CONTRACTOR:
Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92628
Attn: Renee Hendrick
Assistant Superintendent
Administrative Services

9. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

10. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

11. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS _____ DAY OF _____, 2015.

Capistrano Unified School District

By: _____

_____
Typed Name

_____
Title

Orange County Superintendent of Schools

By: _____

Renee Hendrick
Typed Name

Assistant Superintendent, Admin. Services
Title

REVISED 4-17-15

PARENT TO PARENT
A PROGRAM OF THE ORANGE COUNTY CHILD ABUSE PREVENTION CENTER
MEMORANDUM OF UNDERSTANDING

We, Capistrano USD (Partner Organization), and the Orange County Child Abuse Prevention Center (hereafter referred to as the "Prevention Center") agree to partner in order to provide Parent to Parent classes to parents or caregivers of children ages 0-12 years within Orange County. In addition, as a Partner Organization, we agree to support the Parent to Parent program through the referral of participants and/or the provision of a site location.

Partner Organization Information:

Organization Name: Capistrano USD

Address: 33122 Valle Road
Street Suite

San Juan Capistrano
City

CA, 92675
State Zip Code

Authorized Signer Name/Title:
Kirsten M. Vital

Superintendent

Phone: (949) 234-9203

Fax: (949) 496-7681

Email:

Site Location Information
(If different than Partner Organization):

Location Name: RH Dana Elementary School

Address: 24242 La Cresta Drive
Street Suite

Dana Point
City

CA 92629
State Zip Code

Authorized Signer Name/Title:

Phone:

Fax:

Email:

Prevention Center Contact Information:

Educator: Laura Ceja

Phone: 714-656-8898 Fax: (714) 543-4398

Email: LCeja@brightfutures4kids.org

Address: 2390 East Orangewood Avenue Suite 300
Street Suite

Anaheim CA 92806
City State Zip Code

Program Director: Sadhna Malai

Phone: (714) 955-6501 Fax: (714) 543-4398

Email: SMalai@BrightFutures4Kids.org

PARENT TO PARENT
A PROGRAM OF THE ORANGE COUNTY CHILD ABUSE PREVENTION CENTER
MEMORANDUM OF UNDERSTANDING

Parent to Parent Program Information:

Class Length: 2 Hours Class Frequency: 1 Per Week Program Duration: 10 Weeks

Days: Monday Times: 8am-10am

Languages: Spanish

Number of Educators: 1

Start Date: 5/4/15 End Date: 10/12/15

Parent to Parent Class Information:

Week	Date	Time
1	5/4/15	8am-10am
2	5/11/15	8am-10am
3	5/18/15	8am-10am
4	6/1/15	8am-10am
5	6/8/15	8am-10am
6	9/14/15	8am-10am
7	9/21/15	8am-10am
8	9/28/15	8am-10am
9	10/5/15	8am-10am
10	10/12/15	8am-10am

Parent to Parent Child Care Information:

Provided: X Not Provided: _____

Number of Child Care Coordinators: 1-2

- Child Care Age Guidelines
  - 0 to 8 Months: Required to stay with the parent/guardian during class.
  - 8 Months to 12 Years: Eligible to attend child care. The parent/guardian is responsible for attending to the hygiene of children not toilet trained.

PARENT TO PARENT
A PROGRAM OF THE ORANGE COUNTY CHILD ABUSE PREVENTION CENTER
MEMORANDUM OF UNDERSTANDING

Recruitment Strategy:

- Open to all parents in the community, unless otherwise specified by the Partner Organization and/or Site Location as limited to their clients only (if access is limited, please document in the "Special Stipulations" section below)
- Parent to Parent will provide a flyer with space to add the Partner Organization and Site Location name and information
- Partner Organization and Site Location will assist with participant recruitment

Recruitment Goals:

- Minimum of 20 participants to start the first class
- If there is less than an average of 20 participants in attendance per class, the Prevention Center reserves the right to cancel the class and invite the participants to attend another class if available

Class Schedule Changes & Cancellations:

- The class schedule stated above is subject to change and the Prevention Center reserves the right to modify the class schedule as needed.
- The Partner Organization and/or Site Location are responsible for providing the Prevention Center with at least one week's notice prior the cancellation of any class.

Special Stipulations:

*No class on 5/25 due to holiday
*We will complete the first 5 weeks from 5/4-6/8 due to the end of the school year and complete the remainder of the 5 weeks at the beginning of the school year from 9/14-10/12

PARENT TO PARENT
A PROGRAM OF THE ORANGE COUNTY CHILD ABUSE PREVENTION CENTER
MEMORANDUM OF UNDERSTANDING

I, Kirsten M. Vital (Partner Organization Authorized Signer), certify that I am authorized by my organization to sign this agreement with the Prevention Center on behalf of the organization.

I understand that if my organization is subcontracting, leasing, or utilizing a site location owned by another organization, I am responsible for providing the Prevention Center with a copy of my organization's agreement with the site location, as well as obtaining a signature on this agreement from the Site Location Authorized Signer prior to the start of Parent to Parent classes.

PARTNER ORGANIZATION STAFF:

Signature

Kirsten M. Vital, Superintendent
Printed Name & Title

Date

SITE LOCATION STAFF *(IF APPLICABLE)*:

Signature

Printed Name & Title

Date

PREVENTION CENTER STAFF:

Signature

Scott Trotter, Executive Director
Printed Name & Title

Date

Concordia University

of Irvine, California

AGREEMENT

THIS AGREEMENT entered into this first day of ____July___, 2015, by and between Concordia University of Irvine, California, hereinafter called the University, and

Capistrano Unified School District

hereinafter called the District:

WITNESSETH

WHEREAS, pursuant to the provisions of Section 44320 of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through student teaching to students enrolled in teacher training curricula of such institutions; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

EXHIBIT 17

GENERAL TERMS

1. "Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of District employees holding valid credentials issued by the State of California, Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching is provided.

2. The District shall provide teaching experience through student teaching in schools and classes of the District in terms of a defined unit of time for students of the University possessing valid preliminary certificates and assigned by the University to student teaching in schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

3. If either the District or the University concludes that a particular assignment is not beneficial to the elementary or secondary school class(es) involved, and/or the cooperating teacher, and/or the student teacher, that assignment may be terminated. If the District and the University mutually agree, another assignment within the District may be pursued.

4. Cooperating teachers agree to (a) participate in training to develop and maintain the skills needed to work effectively with student teachers, including the provisions of SB2042; (b) provide a model for the student teacher by demonstrating effective teaching strategies on a regular basis; (c) develop a plan that progresses from observation to increased responsibility for teaching as the student teacher demonstrates enhanced skills in delivering the curriculum; (d) keep the site principal and university supervisor informed of the student teacher's progress; (e) meet with the University supervisor periodically to discuss the student teacher's progress; and (f) complete and submit documentation and

evaluations as required by the University. Site principals, in consultation with the District, will assign cooperating teachers. Student teachers will be matched with cooperating teachers by site principals and University Director of Student Teaching.

5. The University will pay cooperating teachers a stipend at the completion of each semester or quarter. The University determines the rate, as set forth in Attachment A. The University will make such payment to the district unless otherwise authorized by the district. In the event the University terminates the assignment of a student teacher for any reason, the cooperating teacher shall receive payment on account of such student teacher for time spent working with the student teacher. If a student teacher is reassigned to another cooperating teacher, this shall be considered for payment purposes as an entirely new and separate assignment.

6. The University will assign a supervisor to work with the cooperating teachers and student teachers at District schools. The University supervisor will (a) work in concert with the cooperating teacher and the site principal in the supervision of the student teacher; (b) communicate regularly with the cooperating teacher to discuss the student teacher's progress: (c) monitor the quality of the match between the cooperating teacher and the student teacher and notify the principal and University Director of Student Teaching if there is a mismatch; (d) provide regular written and oral feedback to the student teacher about his or her progress and inform the cooperating teacher about the nature of this feedback; and (e) compile a written evaluation of the student teacher at the end of the semester or quarter.

7. Student teachers holding 30-day substitute permits may substitute for their cooperating teacher (if District policy permits) when (a) he/she is out ill; (b) when it is determined by the principal that this is in the best interest of the students in the classroom as well as the student teacher; (c) only after the first four (4) weeks of the first assignment; and (d) the student teacher is paid. Substitute teaching days are to be counted toward student

teaching days.

8. The terms of this agreement shall commence on the first day of July, 2015, and shall continue through December 31, 2018 or until amended as provided in Section 9 of the agreement.

9. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated, altered, changed, or amended in writing by mutual consent of the parties hereto.

10. Notwithstanding any other provisions of this Agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training levels, shall be arranged for by and between the University and the District; it being understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District, within their established training programs, to effectively provide services pursuant to this agreement; and, further, that the University shall not be obligated to pay the District for services in any amount in excess of that provided for under the terms of this agreement.

11. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors. If any legal action is necessary to enforce the terms of this Agreement or to settle a dispute concerning this agreement, the prevailing party shall be entitled to

reasonable attorney's fees and court costs in addition to any other relief to which that party may be entitled.

12. University shall ensure that all students are covered under their professional liability insurance coverage at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. The University shall provide the District with 30 days written notice before cancellation, or any reduction or material change in coverage. The University shall provide the District with a certificate of insurance at the District's request.

13. District agrees to maintain professional liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School District working at School District pursuant to this Agreement at all times during the course of this Agreement. The District shall provide the University with 30 days written notice before cancellation, or any reduction or material change in coverage. The District shall provide the University with a certificate of insurance at the University's request.

14. The University shall establish a procedure acceptable to the District to ensure that student teachers assigned to the District are informed regarding an educator's responsibilities to report child abuse or neglect to a child protective agency as defined in California Penal Code Section 11166.

15. The University will verify that student teachers have a negative Tuberculin test and Certificate of Clearance from the State of California on file prior to beginning student teaching

EXECUTION

This Agreement (a) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (b) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (c) shall be construed and enforced in accordance with the laws of the State of California, and (d) has been executed at Irvine, California as of the last date set forth below. In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representatives.

University:

By: _____
(Signature)

Dr. Mary Scott
Provost
Concordia University
1530 Concordia West
Irvine, CA 92612
949-214-3203

Date: 2/21/15

Capistrano Unified School District:

By: _____
(Signature)

_____
(Name typed or printed)

_____
Title

Date: _____

ATTACHMENT A

University Name: Concordia University
1530 Concordia West
Irvine, CA 92612

Rate of Pay for Cooperating Teachers:

Elementary = $150* per 8 week assignment

Secondary = $300* per semester

*Additional $50 for attending University sponsored Cooperating Teacher Training and Orientation

Student Teacher Assignment Time Period:

Elementary = 5 full days per week for 8 weeks
(Two 8 week assignments – one in K-2 and one in 3-5 make up the entire experience)

Secondary = 5 full days per week for a semester
(3 periods of teaching and one period of observation per day)

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2014-15 ========
Board of Trustees Meeting.....APRIL 22, 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
5462	87	PACIFIC PLUMBING	BI:Const/Fac Acq /CVHS	2,171.75
5463	87	VERSATILE SYSTEMS INC.	F&EInstl/Fac Acq /CVHS	5,300.00
5464	98	COUNTY OF ORANGE	Serv& Op/Fac Acq /SJHHS	1,271.87
	93		Serv& Op/Fac Acq /SJHHS	1,271.87
			3 Purchase Orders	$10,015.49

EXHIBIT 18

Attachment 1

Board of Trustees Purchase Order Listing
======== Fiscal Year: 2014-15 ========
Board of Trustees Meeting.....APRIL 22, 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
344734	1	DICK BLICK WEST	InstMtls/Instrctn/Dstrctwd	200.00
344735	1	PC PARTS PLUS	Rnt&Repr/TIS /Dstrctwd	750.00
344736	1	GLOBAL DIRECT PARTS	Rnt&Repr/TIS /Dstrctwd	500.00
344737	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/SCHS	41.82
344738	1	NASCO WEST	InstMtls/Instrctn/Hiddn Hl	244.54
344739	1	S & S WORLDWIDE	InstMtls/Instrctn/Don Juan	280.39
344740	1	SCHOOL NURSE	InstMtls/Instrctn/ArroyoEl	94.57
344741	1	DEMCO	SplsNonI/Sch Adm /CVHS	200.83
344742	1	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	879.12
344743	1	HITT MARKING DEVICE	SplsNonI/SupvAdmn/Dstrctwd	56.02
344744	1	BADEN SPORTS INC	SplsNonI/Sch Adm /Don Juan	112.32
344745	1	ACORN MEDIA	InstMtls/Instrctn/Las Palm	410.40
344746	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lgna Nig	3,000.00
344747	1	DISCOVERY CUBE OF OC	FieldTrp/Instrctn/GrgWhite	1,310.00
344748	1	ORANGE COUNTY ZOO	FieldTrp/Instrctn/GrgWhite	170.00
344749	1	AQUARIUM OF THE PACIFIC	CUSD Bus/Instrctn/Moulton	900.00
344750	1	BARCODESINC	InstMtls/Instrctn/Tesoro	132.72
344751	1	FREY SCIENTIFIC CO	InstMtls/Instrctn/LRMS	99.22
344752	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	297.12
344753	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	180.00
344754	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	297.12
344755	1	CDWG Inc	InstMtls/SEOthIns/Dstrctwd	271.21
344756	1	EAI EDUCATION	InstMtls/Instrctn/CVHS	58.52
344757	1	CDWG Inc	InstMtls/SEOthIns/Dstrctwd	271.21
344758	1	EAI EDUCATION	Conf:Ins/Instrctn/Las Palm	1,094.99
344759	1	CDWG Inc	InstMtls/SEOthIns/Dstrctwd	271.21
344760	11	ETS	InstMtls/Instrctn/Dstrctwd	1,085.50
344761	1	VERONICA A. MARKESIS	CnsltNon/PsychSer/Dstrctwd	4,000.00
344762	1	BARRIOS & ASSOC.LLC DBA	CnsltNon/DW Unrst/Dstrctwd	7,500.00
344763		VOID	VOID	0.00
344764	1	BUYEXTRAS.COM	InstMtls/Instrctn/Ambuehl	85.91
344765	1	THE WRITER LEARNING SYSTEMS	InstMtls/SEOthIns/Dstrctwd	13.10
344766	1	BACH CO	InstMtls/Instrctn/Tesoro	4,980.96
344767	1	CALCULUS IN MOTION	InstMtls/Instrctn/ANHS	932.00
344768	13	TABARI, DENISE A. SEYEDI	CntrctFd/FoodServ/Dstrctwd	9,980.00
344769		VOID	VOID	0.00
344770	1	HEARLIHY & CO	InstMtls/Instrctn/ANHS	57.25
344771		VOID	VOID	0.00
344772	1	WAL MART S.C.	InstMtls/Instrctn/Bridges	720.00
344773	1	WAL MART S.C.	InstMtls/Instrctn/Dstrctwd	121.00
344774	1	OTICON	SplsNonI/HlthServ/Dstrctwd	161.20
344775	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	234.39
344776	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	726.00
344777	11	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	488.03
344778	1	CAMCOR INC	InstMtls/Instrctn/Serra	326.16

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PO No.	Fund	Vendor	Description	Amount
344779	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	195.70
344780	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	913.25
344781	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	782.78
344782	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	691.46
344783	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	241.36
344784	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	665.37
344785	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	697.98
344786	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	802.35
344787	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	776.26
344788	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	450.10
344789	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	443.58
344790	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	463.15
344791	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/VdelMarE	353.70
344792	1	PC & MACEXCHANGE	InstMtls/Instrctn/ArroyoMS	1,053.00
344793	1	DENAULT'S HARDWARE	InstMtls/Instrctn/RH Dana	65.00
344794	69	TRAVIS SOFTWARE	Serv& Op/Enterprs/Dstrctwd	3,784.00
344795	1	CAHPERD	Conf:Ins/Instrctn/Dstrctwd	230.00
344796	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/ArroyoMS	465.50
344797	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SEOthIns/Dstrctwd	24.50
344798	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SEOthIns/Dstrctwd	24.50
344799	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SEOthIns/Dstrctwd	24.50
344800		VOID	VOID	0.00
344801	1	OFFICE DEPOT	SplsNonI/Sch Adm /ANHS	5,000.00
344802	1	CINTAS CORPORATION	SplsNonI/PuplTran/Dstrctwd	1,800.00
344803	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	358.32
344804	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	358.32
344805	1	DELL COMPUTER	SplsNonI/Prsnl:HR/Dstrctwd	468.62
344806	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/Prsnl:HR/Dstrctwd	509.76
344807	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tesoro	366.12
344808	1	APPLE COMPUTER INC	InstMtls/Instrctn/ArroyoMS	641.52
344809	1	CULVER-NEWLIN	InstMtls/Instrctn/DHHS	756.00
344810	1	CLEAR THE CLEARINGHOUSE	CnfrNonI/Sch Adm /Tesoro	200.00
344811	1	SOLUTION TREE INC	CnfrNonI/Instrctn/JSHS	2,007.00
344812	1	DEMCO	Bks&Ref /Libr&Med/VDMMS	55.44
344813		VOID	VOID	0.00
344814	1	FANTASY DESIGNS EMBROIDER &	InstMtls/Instrctn/LRMS	415.37
344815	11	JOSTENS	SplsNonI/Sch Adm /Dstrctwd	5.18
344816	1	COMPLETE OFFICE OF CA	SplsNonI/Supt /Dstrctwd	1,000.00
344817	1	COALITION FOR ADEQUATE SCHOOL	Dues&Mmb/SuppSvcs/Dstrctwd	743.00
344818	1	CRYSTAL COVE STATE PARK	FieldTrp/Instrctn/Malcom	352.50
344819	1	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	2,406.08
344820	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Dstrctwd	106.91
344821	1	SCHOOL NURSE	SplsNonI/Sch Adm /Hiddn Hl	87.55
344822	1	JULIOS AUTO CENTER	Rntl:Oth/PuplTran/Dstrctwd	11,210.00
344823	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/ArroyoMS	101.09
344824	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/VdelMarE	13,406.25
344825	1	UNITED WORLD COLLEGE OF, THE	Conf:Ins/Instrctn/SCHS	2,458.00
344826	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SEOthIns/Dstrctwd	24.50
344827	1	CDWG Inc	InstMtls/SEOthIns/Dstrctwd	271.21
344828	1	PAXTON/PATTERSON	InstMtls/Instrctn/DHHS	1,208.73

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PO No.	Fund	Vendor	Description	Amount
344829	1	STN MEDIA	CnfrNonI/PuplTran/Dstrctwd	501.75
344830	1	GRANLIBAKKEN	Conf:Ins/Instrctn/SCHS	2,966.80
344831	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Instrctn/St Anne	185.00
344832	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Moulton	1,898.00
344833	1	COACH FOREIGN LANGUAGE PROJECT	Conf:Ins/Instrctn/Tesoro	120.00
344834	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Moulton	1,395.00
344835	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Moulton	798.25
344836	1	PC MALL GOV	InstMtls/Instrctn/CVHS	10,446.80
344837	1	ASCD	Dues&Mmb/Supt /Dstrctwd	54.00
344838	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Prsnl:HR/Dstrctwd	2,000.00
344839	1	CARD INTEGRATORS	SplsNonI/PuplTran/Dstrctwd	1,636.75
344840	1	BADEN SPORTS INC	InstMtls/Instrctn/Chaparal	268.11
344841	1	GOPHER ATHLETIC	InstMtls/Instrctn/ArroyoMS	469.75
344842	1	SCHOOL NURSE	InstMtls/Instrctn/Kinoshta	359.32
344843	1	RICHARDS INSTITUTE OF EDUC.	PrepdExp/Undesig /Dstrctwd	320.00
344844	1	CULVER-NEWLIN	InstMtls/Instrctn/Dstrctwd	6,903.36
344845	1	TIME FOR KIDS	InstMtls/Instrctn/Del Obis	581.98
344846	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/CVHS	136.61
344847	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	92.25
344848	1	B & H PHOTOGRAPHY	SplsNonI/Sch Adm /CVHS	60.20
344849	1	ALL PRO SOUND	InstMtls/Instrctn/Dstrctwd	684.72
344850	1	OLPIN GROUP INC.	SplsNonI/Sch Adm /CVHS	1,236.22
344851	40	IQINVISION	Leas&Rnt/Undesig /Dstrctwd	58,412.15
344852	1	BEACH CITIES GLASS INC	Rntl:Oth/PuplTran/Dstrctwd	342.82
			Rntl:Oth/Dist Veh/Dstrctwd	342.82
344853	1	FRICTION MATERIALS CO.	Ppl Tran/PuplTran/Dstrctwd	25,000.00
344854	1	STEVE WEISS MUSIC	InstMtls/Instrctn/Dstrctwd	1,492.44
344855	1	FREEWAY AUTO SUPPLY & MACHINE	Ppl Tran/PuplTran/Dstrctwd	1,500.00
			SplsNonI/Dist Veh/Dstrctwd	1,500.00
344856	1	NEW HAVEN SCHOOL	CnsltNon/PsychSer/Dstrctwd	11,807.00
344857	1	NEW HAVEN SCHOOL	CnsltNon/PsychSer/Dstrctwd	9,606.63
344858	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	919.77
344859	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	19,305.00
344860	1	NEW HAVEN SCHOOL	CnsltNon/GuidCnsl/Dstrctwd	9,239.98
344861	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	241.36
344862	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	906.72
344863	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	404.44
344864	1	NEW HAVEN SCHOOL	CnsltNon/GuidCnsl/Dstrctwd	8,946.66
344865	1	DEVEREUX TEXAS TREATMENT	Residtl /NPS /Dstrctwd	11,049.87
			Sub MHBC/NPS /Dstrctwd	24,637.41
			Sub MHBC/PsychSer/Dstrctwd	24,637.41
344866	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	10,001.00
344867	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	1,148.08
344868	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	1,454.67
344869	1	BRAINFUSE INC	Serv& Op/Instrctn/Cal Prep	1,960.00
344870	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	1,382.92
344871	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	1,161.13
344872	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	1,422.06
344873	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	1,526.43

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344874	1	EAGLE SOFTWARE	CnsltNon/SupvAdmn/Dstrctwd	1,500.00
344875	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	450.10
344876	1	CAMCOR INC	InstMtls/Instrctn/ArroyoEl	546.09
344877	1	VAN VORHISKEY PHD, SUSAN E.	Serv& Op/Instrctn/GrgWhite	695.00
344878	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/ArroyoEl	84.89
344879	1	CDWG Inc	InstMtls/Enterprs/DJAMS	432.00
344880	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Dstrctwd	3,675.00
344881	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	37,042.92
344882	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	29,937.60
344883	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Dstrctwd	3,175.20
344884	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	205.20
344885	1	OFFICE DEPOT	SplsNonI/SupvAdmn/Dstrctwd	2,000.00
344886	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	260.93
344887	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	57.64
344888	1	NASCO WEST	InstMtls/Instrctn/ArroyoMS	466.24
344889	1	OFFICE DEPOT	SplsNonI/Purch /Dstrctwd	98.44
344890	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	3,000.00
344891	1	AARDVARK CLAY	InstMtls/Instrctn/NHMS	144.72
344892	1	DICK BLICK WEST	InstMtls/Instrctn/NHMS	111.35
344893	1	NASCO WEST	InstMtls/Instrctn/NHMS	80.70
344894	1	DM COLOR EXPRESS	SplsNonI/Sch Adm /VdelMarE	400.00
344895	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	1,265.50
344896	1	SMART & FINAL IRIS #399	SplsNonI/Sch Adm /Del Obis	200.00
344897	1	BACH CO	InstMtls/Instrctn/Tesoro	2,825.28
344898	1	WESTERN PSYCHOLOGICAL SERVICES	SplsNonI/Spch Aud/Dstrctwd	649.68
344899	1	NCS PEARSON INC.	SplsNonI/Spch Aud/Dstrctwd	236.00
344900	1	NCS PEARSON INC.	SplsNonI/PsychSer/Dstrctwd	3,132.49
344901	13	J2 RETAIL SYSTEMS INC.	Comptr /FoodServ/Dstrctwd	4,532.76
344902	13	HEALTH-E MEAL PLANNER PRO	Comptr /FoodServ/Dstrctwd	8,605.00
344903	1	PC & MACEXCHANGE	InstMtls/Instrctn/Dstrctwd	3,159.00
344904	1	OFFICE DEPOT	InstMtls/Instrctn/Hiddn Hl	37.72
344905	1	OFFICE DEPOT	InstMtls/Instrctn/SMS	7.33
344906	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/OsoGrand	806.44
344907	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/ArroyoEl	195.82
344908	1	PRO SVL	InstMtls/Instrctn/ArroyoEl	100.67
344909	1	HITT MARKING DEVICE	SplsNonI/Sch Adm /ANHS	211.30
344910	1	LARSON, DAVID	Serv& Op/Instrctn/JSHS	1,393.48
344911	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/ANHS	3,080.16
344912	1	EVANS, DONALD	Serv& Op/Instrctn/JSHS	2,240.00
344913	1	FAN, ER-MEI	Serv& Op/Instrctn/JSHS	2,575.00
344914	1	FULLERTON, CRISTEN	Serv& Op/Instrctn/JSHS	2,500.00
344915	1	SCHOOL SPECIALTY	SplsNonI/Sch Adm /Hiddn Hl	88.31
344916	1	MUSIC THEATRE INTERNATL	InstMtls/Instrctn/SMS	885.88
344917	1	WOLVERINE SPORTS	SplsNonI/Sch Adm /CanVistE	213.58
344918	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/GrgWhite	8,358.72
344919	1	BACKSEAT DRIVER & ASSOC INC	Serv& Op/Instrctn/Dstrctwd	7,488.00
344920	1	APPLE COMPUTER INC	NonCapEq/Instrctn/ArroyoMS	2,018.81
			NonCapEq/Instrctn/ArroyoEl	3,157.64
344921	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	736.32
344922	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/GrgWhite	1,662.32

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PO No.	Fund	Vendor	Description	Amount
344923	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/HankeyES	366.12
344924		VOID	VOID	0.00
344925	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	364.23
344926	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	348.84
344927	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	523.26
344928	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	153.90
344929	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	189.81
344930	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	543.78
344931	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	630.99
344932	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	548.91
344933	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	610.47
344934	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	353.97
344935	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	615.60
344936	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	718.20
344937	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/ArroyoEl	1,000.00
344938	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Enterprs/DJAMS	980.00
344939	1	REPAIRZOOM	Rnt&Repr/SEOthIns/Dstrctwd	1,000.00
344940	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SEOthIns/Dstrctwd	24.50
344941	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SEOthIns/Dstrctwd	24.50
344942	1	CDWG Inc	InstMtls/Instrctn/ArroyoMS	4,748.49
344943	1	CDWG Inc	InstMtls/Instrctn/LRMS	11,445.00
344944	1	DICK BLICK WEST	InstMtls/Instrctn/ANHS	2,560.11
344945	1	WORKABILITY 1 REGION 1	CnfrNonI/SupvAdmn/Dstrctwd	250.00
344946	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DJAMS	382.36
344947	1	GOVERNMENT FINANCIAL	Serv& Op/Bus/Fisc/Dstrctwd	50,000.00
344948	1	CLUB Z! IN-HOME TUTORING	CnsltSvs/Instrctn/Dstrctwd	1,617.06
344949	1	SEGERSTROM CENTER FOR THE ARTS	Serv& Op/Instrctn/Benedict	1,246.00
344950	12	CHANCY & BRUCE EDUC. RESOURCES	CnsltNon/SupvAdmn/Dstrctwd	300.00
344951	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	15,504.00
344952	1	ALTERNATIVE COMMUNICATIONS	CnsltSvs/SEOthIns/Dstrctwd	30,000.00
344953	1	NEW HAVEN SCHOOL	CnsltNon/GuidCnsl/Dstrctwd	8,286.59
344954	1	ORANGE COUNTY TANK TESTING	Serv& Op/Dist Veh/Dstrctwd	3,000.00
344955	1	VORTEX	Rntl:Oth/PuplTran/Dstrctwd	2,000.00
344956	1	COASTAL BLUE	SplsNonI/Grph Art/Dstrctwd	324.00
344957	1	BIG TEX WEST TRAILERS SALES	NonCapEq/Op:Grnds/Dstrctwd	6,589.20
344958	1	BIG TEX WEST TRAILERS SALES	NonCapEq/Op:Grnds/Dstrctwd	15,946.00
344959	1	LAWNMOWERS ETC	NonCapEq/RR:Grnds/Dstrctwd	102,160.40
344960	14	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Dstrctwd	75,537.50
344961	14	GILBERT & STEARNS INC	Bldg Imp/Fac Acq /SCHS	1,909.44
344962	1	GIOKARIS, GLENN AND SARAH	Serv& Op/Spch Aud/Dstrctwd	2,950.00
344963	1	SPECIAL EDUCATION LAW FIRM	Legal /SupvAdmn/Dstrctwd	16,500.00
344964	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/DHHS	1,088.02
344965	1	APPLE COMPUTER INC	InstMtls/Instrctn/AVMS	748.44
344966	1	PC & MACEXCHANGE	InstMtls/Instrctn/LFMS	696.60
344967	1	CAMCOR INC	InstMtls/Instrctn/LFMS	1,952.12
344968	1	COSTCO S.J.C.	SplsNonI/Sch Adm /DHHS	507.50
344969	1	HYGLOSS PRODUCTS INC.	InstMtls/Instrctn/Dstrctwd	172.89
344970	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Dstrctwd	1,010.83
344971	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	353.97
344972	1	BERTRAND'S HORN IMPROVEMENT	NonCapEq/Instrctn/Dstrctwd	7,975.71

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344973	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,200.42
344974	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,118.34
344975	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,087.56
344976	1	ULINE	InstMtls/Instrctn/Dstrctwd	541.94
344977	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	913.14
344978	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	902.88
344979	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	1,143.99
344980	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	318.06
344981	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	189.81
344982	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	713.07
344983	1	ACORN MEDIA	InstMtls/Instrctn/Dstrctwd	723.33
344984	1	A Z BUS SALES INC	F&ENonIn/PuplTran/Dstrctwd	460,058.52
344985	1	LASHER AUTO GROUP	F&EInstl/RR:Bldgs/Dstrctwd	51,185.74
			F&EInstl/M&OUnrOH/Dstrctwd	51,185.74
344986	1	LASHER AUTO GROUP	F&EInstl/RR:Bldgs/Dstrctwd	111,417.50
			F&EInstl/M&OUnrOH/Dstrctwd	111,417.51
344987	1	ASSA ABLOY ENTRANCE SYSTEM INC	Rntl:Oth/RR:Bldgs/Dana ENF	2,676.26
344988	1	CALPERS FISCAL SERVICES DIV.	PERS:CL /SupvAdmn/Dstrctwd	330.58
344989	1	WOODWIND AND BRASSWIND	NonCapEq/Instrctn/LFMS	916.92
344990	1	CAMCOR INC	InstMtls/Instrctn/OsoGrand	743.64
344991	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	4,171.13
344992	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	3,077.80
344993	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	1,038.40
344994	1	DELL COMPUTER	SplsNonI/Supt /Dstrctwd	581.22
344995	1	BAUDVILLE	SplsNonI/Sch Adm /LFMS	101.25
344996	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/LRMS	215.95
344997	1	MARZILLI, MIKE	InstMtls/Instrctn/CVHS	328.78
344998	1	OFFICE DEPOT	SplsNonI/Sch Adm /Serra	500.00
344999	1	CAPISTRANO VALLEY HIGH SCHOOL	InstMtls/Instrctn/Dstrctwd	130.00
345000	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/SJHHS	197.45
345001	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Tijeras	368.00
345002	1	CDWG Inc	InstMtls/SEOthIns/Dstrctwd	271.21
345003	1	CDWG Inc	InstMtls/SEOthIns/Dstrctwd	327.00
345004	1	COMPLETE OFFICE OF CA	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
345005	1	APPLE COMPUTER INC	InstMtls/Instrctn/Wagon Wh	3,312.66
345006	1	WENGER CORPORATION	InstMtls/Instrctn/Dstrctwd	1,431.93
345007	1	TEACHING ENGLISH MATERIALS LLC	InstMtls/Instrctn/Las Palm	3,720.00
345008	1	WOODWIND AND BRASSWIND	NonCapEq/Instrctn/Dstrctwd	1,098.36
345009	1	BERTRAND'S HORN IMPROVEMENT	NonCapEq/Instrctn/Dstrctwd	4,000.00
345010		VOID	VOID	0.00
345011	1	SOLIANT HEALTH INC	SubInCon/Aid:Inst/Dstrctwd	36,984.00
345012	1	BERG RYAN OD MS ED, JULIE	NPA /NPA /Dstrctwd	2,700.00
345013	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	234.84
345014	1	PC & MACEXCHANGE	InstMtls/Instrctn/Dstrctwd	1,053.00
345015	1	PC & MACEXCHANGE	InstMtls/Instrctn/Dstrctwd	1,053.00
345016	1	CAMCOR INC	InstMtls/Instrctn/NHMS	331.82
345017	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	16,536.00
345018	1	NEW HAVEN SCHOOL	CnsltNon/PsychSer/Dstrctwd	7,773.28
345019	1	OLIVE CREST ACADEMY CANAL ELEM	Sub NPS /NPS /Dstrctwd	900.00
345020	1	KAREN E. DEVRIES	Serv& Op/SupvAdmn/Dstrctwd	25,000.00

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PO No.	Fund	Vendor	Description	Amount
345021	1	ELEVATE LEARNING LLC	CnsltSvs/Instrctn/Dstrctwd	284,602.56
345022	1	MOBILE COMMUNICATION REPAIR	SplsNonI/Sch Adm /DJAMS	168.48
345023	1	CASTO	CnfrNonI/PuplTran/Dstrctwd	375.00
345024	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/GrgWhite	353.70
345025	1	ADAPTIVE LEARNING LLC	CnsltSvs/Instrctn/Dstrctwd	37,192.38
345026	1	!!!APPLE IPAD & ANDROID TABLET	CnsltSvs/Instrctn/Dstrctwd	16,170.60
345027	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	21,491.57
345028	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	2,190.24
345029	1	KYA SURFACING	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
345030	1	REM INC - REVEL ENVIRONMENTAL	Rntl:Oth/RR:Bldgs/Dstrctwd	35,311.60
			Serv& Op/RR:Bldgs/Dstrctwd	6,230.00
345031	1	PRINT & FINISHING SOLUTIONS	SplsNonI/Grph Art/Dstrctwd	1,300.00
345032	23	SEASIDE HEATING & AIR	Bldg Imp/Fac Acq /DHHS	7,000.00
345033	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SEOthIns/Dstrctwd	235.77
345034	1	COMPLETE OFFICE OF CA	SplsNonI/PuplTest/Dstrctwd	740.70
345035	1	MCGRAW-HILL SCHOOL EDUCATION	InstMtls/Instrctn/OsoGrand	1,128.80
345036		VOID	VOID	0.00
345037		VOID	VOID	0.00
345038	1	MATH LEARNING CENTER	InstMtls/Instrctn/Dstrctwd	322.00
345039	1	SCHOLASTIC INC	InstMtls/Instrctn/Hiddn Hl	294.76
345040	1	PEARSON EDUCATION	SplsNonI/SupvAdmn/Dstrctwd	4,689.25
345041	1	SCHOOL SERVICES OF CALIFORNIA	Serv& Op/Prsnl:HR/Dstrctwd	50,000.00
345042	1	SF&B LLC	CompTech/Instrctn/Dstrctwd	85,355.80
345043	1	PERMA-BOUND	InstMtls/Enterprs/NHMS	1,888.41
345044	1	EVERBIND/MARCO BOOK CO	K-12Text/Instrctn/ArroyoMS	524.32
345045	1	CESAR VARGAS & ASSOCIATES	Serv& Op/PrntPart/Dstrctwd	10,000.00
345046	1	CLEAN ENERGY	Ppl Tran/PuplTran/Dstrctwd	14,500.00
345047	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	202.22
345048	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Lobo	565.92
345049	1	CAMCOR INC	InstMtls/Instrctn/FNMS	1,952.12
345050	1	CAMCOR INC	InstMtls/Instrctn/MFMS	1,617.75
345051	1	CAMCOR INC	NonCapEq/Instrctn/BAMS	488.03
345052	1	GOLDEN STAR TECHNOLOGY INC.	NonCapEq/Instrctn/Dstrctwd	102.47
345053	1	HAWORTH, MARK & JENNIFER	Serv& Op/SEOthIns/Dstrctwd	4,472.00
345054	1	OFFICE DEPOT	SplsNonI/Sch Adm /DHHS	759.60
345055	1	LAGUNA NIGUEL CHAMBER OF	Dues&Mmb/Supt /Dstrctwd	135.00
345056	1	DENAULT'S HARDWARE	InstMtls/Instrctn/LRMS	150.00
345057	1	OFFICE DEPOT	SplsNonI/Sch Adm /Ambuehl	400.00
345058	1	SUNBURST DIGITAL INC	Serv& Op/Instrctn/LadraElm	1,999.00
345059	1	GOPHER ATHLETIC	InstMtls/Instrctn/Tesoro	1,317.28
345060	1	GOPHER ATHLETIC	InstMtls/Instrctn/Tesoro	450.16
			InstMtls/Enterprs/Tesoro	450.17
345061	1	MARTIN, LINDA	InstMtls/Instrctn/Dstrctwd	387.95
345062	1	LIFETRENDS GROUP	SplsNonI/Sch Adm /LRMS	69.38
			SplsNonI/Sch Adm /LadraElm	69.38
345063	1	VICTORY PADDLE/SCHOOL PASSES	SplsNonI/Sch Adm /ANHS	98.43
345064	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Enterprs/CVHS	1,464.48
345065	1	CDWG Inc	InstMtls/Instrctn/DJAMS	4,998.41
			InstMtls/Enterprs/DJAMS	4,998.41
345066	1	SCHOOL HEALTH CORPORATION	SplsNonI/HlthServ/Dstrctwd	308.35

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PO No.	Fund	Vendor	Description	Amount
345067	1	SCHOOL HEALTH CORPORATION	SplsNonI/HlthServ/Dstrctwd	13,193.04
345068	1	QUAKE KARE INC	SplsNonI/Saf&Trng/Dstrctwd	902.05
345069	1	AERO MARK	SplsNonI/HlthServ/Dstrctwd	100.00
345070	1	BAYSCAN	K-8Textb/Instrctn/Dstrctwd	297.99
345071	1	BEACH CITIES HYDRO	InstMtls/Instrctn/LRMS	240.00
345072	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	249.92
345073	1	GANAHL LUMBER	InstMtls/Instrctn/MFMS	500.00
345074	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	1,150.00
345075	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Tijeras	1,150.00
345076	1	ENVIRONMENTAL NATURE CENTER	FieldTrp/Instrctn/Bathgate	585.00
345077	1	BREN EVENTS CENTER	Rntl:Oth/Sch Adm /Dstrctwd	5,900.00
345078	1	IRVINE RANCH OUTDOOR EDU CTR	FieldTrp/Instrctn/Hiddn Hl	1,000.00
345079	1	ZOOMARS	FieldTrp/SDCInstr/Dana ENF	289.00
345080	1	RILEY'S FARM	FieldTrp/Instrctn/Moulton	2,090.00
345081	1	IRVINE RANCH OUTDOOR EDU CTR	FieldTrp/Instrctn/Viejo	1,110.00
345082	1	MISSION SAN LUIS REY	FieldTrp/Instrctn/Las Palm	576.00
345083	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Instrctn/St Anne	340.00
345084	1	SAFE SCHOOLS CONFERENCE	PrepdExp/Undesig /Dstrctwd	249.00
345085	1	LOVE AND LOGIC INSTITUTE	Serv& Op/Instrctn/St Anne	594.00
345086	1	CASBO	CnfrNonI/Bus/Fisc/Dstrctwd	615.00
345087	1	AP BY THE SEA	Conf:Ins/Enterprs/DHHS	750.00
345088	1	VEX ROBOTICS INC	InstMtls/Instrctn/Dstrctwd	1,729.45
345089	1	GOPHER ATHLETIC	InstMtls/Instrctn/ArroyoEl	40.93
345090	1	GOPHER ATHLETIC	InstMtls/Instrctn/ArroyoMS	720.20
345091	1	CDW GOVERNMENT INC.	SplsNonI/TIS /Dstrctwd	1,000.00
345092	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	90.00
345093	1	SCHOOL HEALTH CORPORATION	SplsNonI/HlthServ/Dstrctwd	92.55
345094	1	COMPLETE OFFICE OF CA	SplsNonI/SupvAdmn/Dstrctwd	85.41
345095	1	APPLE COMPUTER INC	SplsNonI/SupvAdmn/Dstrctwd	282.00
			InstMtls/Instrctn/HankeyES	22.32
345096	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Dstrctwd	6,860.00
345097	1	CDW GOVERNMENT INC.	InstMtls/Instrctn/Dstrctwd	70,884.91
345098	1	APPLE COMPUTER INC	SplsNonI/SupvAdmn/Dstrctwd	261.12
345099	1	CLEAR SOURCE IT	SplsNonI/TIS /Dstrctwd	2,581.20
345100	1	DELL COMPUTER	NonCapEq/RR:Bldgs/Dstrctwd	7,273.12
			NonCapEq/RR:Grnds/Dstrctwd	1,413.64
345101	1	AWARDS 'N MORE	SplsNonI/SupvAdmn/Dstrctwd	56.70
345102	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Marblehd	515.61
345103	13	ARROW RESTAURANT EQUIPMENT	SmlEquip/FoodServ/Dstrctwd	583.20
345104	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/CVHS	1,913.00
345105	1	ACCURATE AIR ENGINEERING	Rntl:Oth/PuplTran/Dstrctwd	2,160.00
345106	1	MUSTANG CORPORATION	SplsNonI/RR:Bldgs/Dstrctwd	547.29
345107	70	PSC ENVIRONMENTAL SERVICES	Serv& Op/Enterprs/Dstrctwd	1,733.62
345108	1	LA HABRA FENCE CO INC	Rntl:Oth/RR:Grnds/Dstrctwd	10,000.00
345109	1	PACIFIC COAST SIGHTSEEING	Charter /DW Undst/Dstrctwd	20,000.00
345110	1	STOTZ EQUIPMENT	NonCapEq/RR:Grnds/Dstrctwd	614.52
345111	1	BOYCE INDUSTRIES	NonCapEq/Custodil/Dstrctwd	4,314.60
345112	1	CHEFS' TOYS	NonCapEq/Op:Grnds/Dstrctwd	4,083.10
345113	1	BARRETT-ROBINSON INC	SplsNonI/RR:Bldgs/Dstrctwd	2,553.39
345114	1	VERNON LIBRARY SUPPLIES INC	K-8Textb/Instrctn/Dstrctwd	132.59

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PO No.	Fund	Vendor	Description	Amount
345115	1	SUPER DUPER INC.	SplsNonI/Spch Aud/Dstrctwd	239.70
345116	1	VICTORY PADDLE/SCHOOL PASSES	SplsNonI/Sch Adm /DHHS	108.15
345117	1	RIVERSIDE PUBLISHING CO	SplsNonI/PsychSer/Dstrctwd	1,435.10
345118	1	ACADEMIC THERAPY PUBL	SplsNonI/Spch Aud/Dstrctwd	249.48
345119	1	GAMETIME	SplsNonI/RR:Bldgs/Dstrctwd	11,644.75
345120	1	NASCO WEST	InstMtls/Instrctn/ArroyoEl	345.07
345121	1	PRO-ED	SplsNonI/SEOthIns/Dstrctwd	74.34
345122		VOID	VOID	0.00
345123	1	REALLY GOOD STUFF	InstMtls/Instrctn/RH Dana	123.12
345124	1	DEMCO	SplsNonI/Libr&Med/SJHHS	84.38
345125	1	OCTA	Serv& Op/Instrctn/Dstrctwd	803.50
			Serv& Op/Instrctn/FRC:AnxI	16,003.50
345126	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Malcom	27,872.00
345127	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Tijeras	2,000.00
345128	1	LAWNMOWERS ETC	NonCapEq/RR:Grnds/Dstrctwd	13,618.15
345129	12	REGENTS UC/HELP ME GROW	CnfrNonI/Sch Adm /Dstrctwd	90.00
345130	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Dstrctwd	495.18
345131	1	CAMCOR INC	InstMtls/Instrctn/AVMS	1,640.39
345132	1	CAMCOR INC	InstMtls/Instrctn/AVMS	82.95
345133	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/AVMS	102.47
345134	1	CAMCOR INC	InstMtls/Instrctn/Serra	144.83
345135	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Tesoro	1,058.42
345136	1	STOTZ EQUIPMENT	F&EInstl/RR:Grnds/Dstrctwd	56,863.08
345137	13	MILLER MECHANICAL	Refrig /FoodServ/Dstrctwd	25,000.00
345138	14	J&M ENVIRONMENTAL CONTROL GRP	Bldg Imp/Fac Acq /Palisade	800.00
345139	1	BARRETT-ROBINSON INC	SplsNonI/Sch Adm /Benedict	991.00
345140	1	DEWEYS HOME APPLIANCES	InstMtls/SEOthIns/Dstrctwd	261.00
			InstMtls/Instrctn/Bridges	261.00
345141	1	SAMLARC	Serv& Op/RR:Grnds/Dstrctwd	13,900.00
345142	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	756.00
345143	23	RUSSELL SIGLER INC.	Bldg Imp/Fac Acq /DHHS	18,021.00
345144	23	RUSSELL SIGLER INC.	Bldg Imp/Fac Acq /DHHS	8,539.00
345145	1	CENGAGE LEARNING	InstMtls/Instrctn/Dstrctwd	1,705.98
345146		VOID	VOID	0.00
345147	1	CAMCOR INC	InstMtls/Instrctn/LadraElm	375.71
345148	1	VERIZON WIRELESS	Cmmnctns/RR:Bldgs/Dstrctwd	2,924.90
345149	1	CRYSTAL PRODUCTIONS	InstMtls/Instrctn/Dstrctwd	233.08
345150		VOID	VOID	0.00
345151	1	LASHER AUTO GROUP	F&EInstl/RR:Bldgs/Dstrctwd	51,882.45
			F&EInstl/M&OUnrOH/Dstrctwd	51,882.45
345152	1	THE DISCOVERY SOURCE INC	Bks&Ref /Instrctn/VDMMS	161.46
345153	11	NEW READERS PRESS	InstMtls/Instrctn/Dstrctwd	67.48
345154	1	CENTER ON TEACHING & LEARNING	Serv& Op/PuplTest/Dstrctwd	3,181.00

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Warrant Number	Name of Payee	Reference Number	Amount
207086	CHAMBERLAIN, DAVID	PV-153344	728.27
207087	DAGLEY, JEANA	PV-153271	27.60
207088	DEPASS, LINDSAY	PV-153294	234.48
207089	STRONG, KARYN	PV-153275	249.95
207090	YOUNG, SARA	PV-153256	906.72
207091	ASSURED FIRE SYSTEMS	PO-342454	5,800.00
207092	CITY OF SAN JUAN CAPISTRANO	PO-340355	9,551.09
207093	DAVE BANG ASSOCIATES INC	PO-342071	28,091.09
207094	E. STEWART AND ASSOCIATES	PO-340606	324.00
207095	MOULTON NIGUEL WATER	PO-340357	16,496.60
207096	SAN DIEGO GAS & ELECTRIC	PO-340354	82,540.74
207097	SANTA MARGARITA WATER	PO-340353	2,024.58
207098	SO CAL GAS CO	PO-340371	11,690.95
207099	SOUTHERN CALIFORNIA EDISON	PO-340370	3,654.61
207100	DAVE BANG ASSOCIATES INC	PO-342071	2,442.70
207101	WLC ARCHITECTS INC	PO-343943	20,532.70
207102	A Z BUS SALES INC	PO-340735	436.92
207103	AARDVARK CLAY	PO-340421	85.21
		PO-342138	1,139.80
207104	ACORN MEDIA	PO-344281	523.26
207105	ADVANTAGE RADIATOR	PO-340256	297.00
207106	ALISO NIGUEL AUTO CARE	PO-340255	2,755.62
207107	AUTO SHOP EQUIP CO INC	PO-340785	543.45
207108	AVES AUDIO VISUAL SYSTEMS	PO-344240	1,039.88
		PO-344265	763.99
		PO-344272	693.25
		PO-344427	495.18
		PO-344428	353.70
		PO-344463	353.70
207109	BAUDVILLE	PO-343730	69.47
207110	BERTRANDS HORN IMPROVEMENT	PO-340223	484.99
207111	BIO RAD LABORATORIES	PO-342257	343.64
207112	BIOMEDICAL WASTE DISPOSAL	PO-340268	99.00
207113	BLAIRS TOWING INC	PO-341604	250.00
207114	BUSWEST	PO-340587	681.49
207115	CAL-STATE AUTO PARTS INC	PO-340254	449.70
207116	CAMCOR INC	PO-343681	2,795.68
		PO-344188	399.38
		PO-344429	1,640.39
		PO-344435	32.61
		PO-344517	402.94
		PO-344529	488.03
207117	CAPISTRANO GOLF CARS	PO-343628	4,316.00
207118	CAROLINA BIOLOGICAL SUPPLY CO	PO-344174	742.25
207119	CHEVROLET OF IRVINE	PO-341539	17.86

Attachment 2

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Warrant Number	Name of Payee	Reference Number	Amount
207120	CINTAS CORP #640	PO-340438	71.70
		PO-341564	222.27
207121	CLARK SECURITY	PO-342474	5,224.58
207122	COASTAL BLUE	PO-344572	48.82
207123	COMPLETE OFFICE OF CA	PO-340635	134.86
207124	CROWN VALLEY TRANS	PO-340365	1,468.00
207125	DANIELS TIRE SERVICE	PO-340367	562.16
207126	DBQ PROJECT, THE	PV-153346	1,103.00
207127	DELTA EDUCATION	PO-343891	1,938.06
207128	DENAULT'S HARDWARE	PO-340297	4.31
207129	DEWEYS HOME APPLIANCES	PO-341735	89.95
207130	EMERGENCY SERVICES RESTORATION	PO-343491	3,858.95
207131	FACTORY MOTOR PARTS	PO-340299	232.71
207132	GAMETIME	PO-341445	4,961.32
207133	GANAHL LUMBER	PO-340360	2,862.25
207134	GLEN PRODUCTS	PO-341684	1,008.18
207135	GOLDEN STAR TECHNOLOGY INC.	PO-344460	204.95
207136	GOPHER ATHLETIC/SPORTS	PO-344048	916.81
		PO-344165	225.50
207137	HITT MARKING DEVICE	PO-344465	278.23
207138	IMAGE 2000	PO-344486	588.81
207139	INTERSTATE BATTERIES	PO-340545	201.81
207140	ITO NURSERY	PO-344169	75.91
207141	J W PEPPER & SON INC	PO-344110	45.26
207142	KELLY PAPER COMPANY	PO-340088	462.20
207143	KENNYS AUTO UPHOLSTERY	PO-340553	180.00
207144	HOT DOGGER TOURS INC.	PV-153270	3,815.00
207145	MISSION VIEJO POST OFFICE	PV-153254	220.00
207146	OCEAN INSTITUTE	PO-344531	400.00
		PO-344568	250.00
		PO-344661	1,350.00
		PO-344662	1,350.00
		PO-344663	1,350.00
207147	RSCCD	PO-342607	420.00
207148	MOBILE MODULAR	PO-341958	610.00
207149	MOBILE COMM REPAIR INC	PO-344461	1,308.96
207150	MOBILE FLEET WASH	PO-340548	949.00
207151	NEOPOST USA INC	PO-341426	434.81
207152	O'REILLY AUTOMOTIVES INC	PO-342186	93.90
207153	OFFICE DEPOT	PO-341843	160.29
		PO-342189	160.84
		PO-342263	498.67
207154	PATHWAY COMMUNICATIONS LTD.	PO-343680	6,190.13
		PO-344379	1,444.82
207155	PERMA-BOUND	PO-344228	2,847.74

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Warrant Number	Name of Payee	Reference Number	Amount
207156	PRO-ED	PO-343818	54.95
207157	QUALITY TOWING	PO-340669	102.00
207158	SCHOLASTIC INC	PO-344055	785.76
207159	STAPLES ADVANTAGE	PO-344542	70.52
207160	THE PAINT STORE	PO-340551	32.56
207161	TONY'S LOCKSMITH SERVICE	PO-343348	375.00
207162	TRUCPAR CO	PO-340683	280.04
207163	TUTTLE-CLICK FORD	PO-344140	134.54
207164	ULINE	PO-340074	61.05
207165	VERIZON WIRELESS	PO-343958	575.98
207166	WAXIE	-	
		PO-340294	440.23
		PO-340385	26,844.30
207167	WAXIE	-	
		PO-340385	42,069.97
207168	WAXIE	PO-340385	10,163.36
207169	OFFICE DEPOT	PO-340432	29.34
207170	STAPLES ADVANTAGE	PO-340440	1,260.00
207171	OFFICE DEPOT	PO-340432	29.35
207172	OFFICE DEPOT	PO-340432	29.35
207173	AZPEITIA, ROSY	PV-153264	11.50
207174	BAILEY, REBECCA	PV-153265	105.80
207175	BRANNON, DESIREE	PV-153266	79.93
207176	BROOKMAN, JOSEPH	PV-153267	255.88
207177	CHICAS, CARLOS	PV-153268	551.43
207178	CROSS, MINDY	PV-153269	225.40
207179	CURLEY, JULIE	PV-153272	67.85
207180	EVANS, LAURA	PV-153273	110.40
207181	FAYSAL, MAZEN	PV-153274	3.45
207182	GARCIA, ELISEO	PV-153276	54.05
207183	HERNANDEZ, REAGAN	PV-153277	72.45
207184	KIMMELL, JULIE	PV-153278	146.05
207185	LACHEMANN, DINA	PV-153279	70.73
207186	NORRIS, MAUREEN	PV-153281	58.65
207187	PATTERSON, DEBBIE	PV-153282	207.58
207188	RAFF, DEIDRE	PV-153283	67.85
207189	RASHIDI, AKRAM KIM	PV-153284	309.93
207190	RIGBY, MICHAEL	PV-153285	121.90
207191	ROCHE, ANN	PV-153286	203.55
207192	RODRIGUEZ, NASCINA	PV-153287	167.90
207193	SANTOKE, MAHFRIN	PV-153288	117.30
207194	SCHOOLER, DEBORAH	PV-153289	115.58
207195	SCOTT, KATHY	PV-153290	35.08
207196	SELECMAN, LANA	PV-153291	56.35
207197	SMITH, ANNE	PV-153292	177.68

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Warrant Number	Name of Payee	Reference Number	Amount
207198	NIETO, DIANA	PV-153280	66.70
207199	AKHLAGHI SEAN &	PV-153295	997.03
207200	CHODZKO, MICHAEL &	PV-153296	379.50
207201	DUPUIS, MARC & CHRISTINA	PV-153297	6.62
207202	GAU, MARY	PV-153298	234.60
207203	GRAGG, PATRICK & TERRY	PV-153299	186.30
207204	HINOJOSA, SALVADOR & NIDIA	PV-153300	311.24
207205	HYLTON, CHRIS OR HERMINIA	PV-153301	202.86
207206	JONES, DANNY & NANCY	PV-153302	648.60
207207	MOHEB, MEHRDAD & NASR, NAHID	PV-153303	98.53
207208	MYERS, EDWIN & BRENDA	PV-153304	492.66
207209	REDING, CLARE & SHAD	PV-153305	80.73
207210	ROSEN, AARON & ANGELA	PV-153306	99.36
207211	SALGADO, DAVID & ALISON	PV-153307	79.70
207212	SAN FILIPPO, GARY & GIANNA	PV-153308	437.92
207213	SANTIAGO, JOSE & YAMEL SANCHEZ	PV-153309	198.31
207214	SCHWARTZ, TONY OR STEPHANIE	PV-153310	275.31
207215	TRITZ, RICHARD &/OR JULIE	PV-153311	169.74
207216	WALTERS, MICHELLE	PV-153312	456.32
207217	ACHEE, DANIEL	PV-153313	44.00
207218	AGUIRRE, JENNY	PV-153314	19.00
207219	ALEXANDER, KATHERYN	PV-153315	15.00
207220	BERG, ERIKA A	PV-153316	207.36
207221	BROWN, SUSAN	PV-153317	10.00
207222	ESPINOSA, EDUARDO	PV-153319	15.12
207223	ESPINOZA, LUCIO	PV-153320	12.00
207224	FARRAND, MONA	PV-153321	14.61
207225	FEESER, JENNIFER	PV-153322	7.85
207226	GOOD, MEGAN	PV-153323	20.00
207227	HAMPTON, CLARK	PV-153324	70.17
207228	KNAAK, WILLIAM	PV-153325	14.00
207229	LINAS, ANNE-MARIE	PV-153326	9.00
207230	MARZILLI, MIKE	PV-153327	328.78
207231	MCCLURE, JULIE	PV-153328	18.00
207232	MENDEZ, JILLIAN	PV-153330	10.00
207233	ORCUTT, FRED	PV-153331	15.00
207234	OROZCO, CHRISTIAN	PV-153332	15.00
207235	PEEL, DAVID	PV-153333	80.00
207236	PEREZ, DENISSE	PV-153334	7.00
207237	RIDDLE, JOHN	PV-153335	107.00
207238	ROEDER, KADEN	PV-153337	15.00
207239	ROSALES, DIEGO CHINO	PV-153318	9.00
207240	SABALE, EDELLA	PV-153338	272.50
207241	SANTILLANA, ALEJANDRO	PV-153339	80.00
207242	SMALL, SETH	PV-153340	69.00

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207243	THOMAS, HUNTER	PV-153341	13.00
207244	TURNER, MARCUS	PV-153342	137.00
207245	WARD, CASEY	PV-153343	20.00
207246	MCCULLOCH, NICOLE	PV-153329	235.00
207247	ROBINSON, COURTNEY	PV-153336	235.00
207248	STATE BD EQUALIZATION	PV-153345	16,646.00
207249	US BANK-PARS#6746022400	PO-340225	15,333.09
207250	CORVEL CORPORATION	PO-340329	162,414.45
207251	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	84,551.78
207252	MEBA C/O	PO-341533	3,675,046.08
207253	MCCOY, MICHAEL AND PAM	PO-330358	249.27
207254	MINGUS MOUNTAIN ACADEMY	PO-340702	6,625.58
207255	MONICA LEE COPELAND	PO-342861	479.48
207256	!!1A1 TUTORIA TABLET COMPUTER	PO-342839	2,400.00
207257	A TREE OF KNOWLEDGE	PO-342876	8,271.25
207258	ADVANCED READING SOLUTIONS LLC	PO-342874	808.50
207259	ARIANA CARONNA'S TUTORING AND	PO-343560	1,200.00
207260	ATKINSON ANDELSON LOYA	PO-343138	9,909.76
		PO-344075	1,320.00
		PO-344076	2,927.55
207261	BARBER & GONZALES CONSULTING	PO-342011	2,341.65
207262	CONVERSA INCORPORATED	PO-342300	1,800.00
207263	DANNIS WOLIVER KELLEY	PO-343796	9,013.40
		PO-344332	285.00
207264	DANNIS WOLIVER KELLEY	PO-342759	6,120.00
207265	PROFESSIONAL TUTORS OF AMERICA	PO-342144	1,265.00
		PO-342879	6,902.00
207266	YMCA OF ORANGE COUNTY	PO-340347	12,580.96
		PO-340350	13,589.06
207267	STEIN, CHRISTINE	PO-342033	3,240.00
207268	ACSA/FOUNDATION FOR EDUC	PO-341846	1,990.00
207269	AP BY THE SEA	PO-344631	750.00
207270	BOOKATAUB, SULLIVAN	PV-153408	1,476.01
207271	CHAVEZ, MAGGIE	PV-153413	51.80
207272	COLLEGE BOARD - WRO	PO-342847	215.00
207273	DAVIS, PETRA	PV-153352	74.75
207274	ERICKSON, DANA	PV-153351	71.88
207275	HAMPTON, CLARK	PV-153353	296.20
207276	HAUSCHILD, WENDIE	PV-153411	19.39
		PV-153412	74.75
207277	JOCHAM, SARA	PV-153348	422.88
		PV-153349	970.39
207278	MORGAN, JOHN	PV-153409	46.58
207279	ORANGE COUNTY DEPT OF EDUCATIO	PO-343360	900.00
		PO-343773	1,350.00

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207280	ABOVE ALL NAMES CONSTRUCTION	PO-343122	4,605.00
207281	BOWIE ARNESON WILES &	PO-341795	3,039.00
207282	CONSOLIDATED ELECT DISTR	PO-340363	3,579.83
		PO-343630	719.42
207283	DAVE BANG ASSOCIATES INC	PO-341255	3,051.18
207284	GOVERNMENT FINANCIAL	PO-343794	5,766.44
207285	KYA SURFACING	PO-344699	79,896.31
207286	MOULTON NIGUEL WATER	PO-340357	1,008.23
207287	PACIFIC ROOFING SYSTEMS	PO-342521	28,653.50
207288	SAN DIEGO GAS & ELECTRIC	PO-340354	24,046.34
207289	SANTA MARGARITA WATER	PO-340353	1,297.36
207290	SO CAL GAS CO	PO-340371	9,452.94
207291	SO COAST WATER DIST	PO-341629	4,242.42
207292	VIRTUAL WATER SERVICES	PO-341371	775.80
207293	BOWIE ARNESON WILES &	PO-341794	2,152.50
207294	SCHOOL FACILITY CONSULT	PO-334520	1,315.00
207295	FRANK'S MARKETS, A CA CORP.	PO-341940	35.27
207296	MAR VAC ELECTRONICS	PO-341180	76.31
207297	MATH LEARNING CENTER	PO-344217	229.00
207298	MHS	PO-344450	901.37
207299	MUSEUM OF SCIENCE	PO-344347	1,043.25
207300	MUSIC & ARTS	PO-342299	172.76
207301	NASCO WEST	PO-344193	2,249.10
		PO-344442	672.58
207302	NILES BIOLOGICAL	PO-342183	104.29
207303	ORIENTAL TRADING CO	PO-344512	75.24
207304	PC & MACEXCHANGE	PO-344527	139.32
		PO-344614	417.96
207305	PRO-ED	PO-344352	48.35
207306	REAL VOLLEYBALL	PO-344397	1,469.26
207307	RIDDELL/ALL AMERICAN	PO-340285	478.44
207308	SCHOOL SPECIALTY INC.	PO-344489	45.61
207309	SEON SYSTEM SALES INC.	PO-343281	59,769.36
207310	SOUTH COAST ANSWERING SERVICE	PO-341187	165.63
207311	SOUTH COAST FIRE PROTECTION	PO-341256	1,725.60
		PO-341257	2,125.00
207312	SPARKLETTS	PO-340081	31.88
		PO-341358	15.94
		PO-341691	35.98
		PO-342232	13.43
207313	SPARTAN TOOL LLC	PO-340990	877.60
207314	SPICERS PAPER	PO-340090	1,723.25
		PO-344577	6,725.16

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207315	SPORTS FACILITIES GROUP INC	PO-340377	920.00
		PO-342520	1,155.00
		PO-343947	2,375.00
207316	STAPLES ADVANTAGE	PO-344542	
		PO-344665	12.07
207317	SUPER DUPER INC.	PO-344452	189.95
207318	TECH4LEARNING	PO-343964	297.00
207319	TIFCO INDUSTRIES	PO-341175	253.47
		PO-344606	62.21
207320	TIME AND ALARM SYSTEMS	PO-341743	380.00
207321	VERNIER SOFTWARE	PO-344373	366.32
207322	VERTICAL TRANSPORT INC	PO-344692	1,000.00
		PO-344693	5,649.00
		PO-344697	657.00
207323	WAL MART COMMUNITY/RFCSLLC	PO-341947	47.12
		PO-342687	136.59
		PO-343007	350.26
207324	WAL MART COMMUNITY/RFCSLLC	PO-343190	57.86
207325	WARD'S	PO-343716	1,461.40
207326	WESTERN GRAPHIX	PO-341749	234.40
207327	WHITE CAP	PO-341174	1,319.75
207328	WAL MART COMMUNITY/RFCSLLC	PO-342054	83.16
207329	CITY OF SANTA ANA	PO-343344	584.00
207330	HERITAGE MUSEUM OF OC	PO-343999	525.00
207331	OPPORTUNITY FOR LEARNING	PV-153414	8.98
207332	BECKLEY, SHELLEY	PV-153415	52.33
207333	BRADLEY, JUDITH S	PV-153416	53.48
207334	BUCKMAN, JENNIFER	PV-153417	115.00
207335	CARLISLE, TERESA	PV-153418	32.78
207336	COX, WILLIAM A	PV-153419	206.43
207337	DAGLEY, JEANA	PV-153420	95.45
207338	DIXON, AURORA	PV-153421	108.10
207339	ELLIS, SHAWNA	PV-153422	102.93
207340	FISCHER, VALERY	PV-153423	52.33
207341	FITZHUGH, MARLENE	PV-153424	8.63
207342	GLASSEN, NINA	PV-153426	67.85
207343	HACKER, COLIN	PV-153427	137.43
207344	HIGHTOWER, SHERI	PV-153429	116.15
207345	HOWARD, ANDREA	PV-153430	207.00
207346	KIMINAS, ANTHONY	PV-153431	188.60
207347	KLISTER, PAMELA	PV-153432	85.68
207348	LOVETT, TESSA	PV-153433	8.63
207349	NEE, KATHLEEN	PV-153434	193.78
207350	NIXON, ROBYN	PV-153435	8.63
207351	PALMER, STRATTON	PV-153436	74.75

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207352	POWELL, BROOKE	PV-153437	7.48
207353	RIVADENEYRA, MARK S	PV-153438	4.03
207354	TALILI, MAILUMAI	PV-153439	189.75
207355	WIEDEMAN, LORI	PV-153440	116.73
207356	FOULDS, LORI	PV-153425	17.25
207357	HAMIDI, AURORA	PV-153428	8.05
207358	ANTONIUS, TERRY	PV-153441	43.70
207359	BARRETT, JANET S	PV-153442	63.83
207360	BENNETT, KATHLEEN	PV-153443	155.25
207361	BOUGRAB, MARIA	PV-153444	10.93
207362	BOWDEN, JOANNA	PV-153445	71.88
207363	BUCKMAN, JONATHAN T.	PV-153446	46.00
207364	CHANG, KATY K.	PV-153448	52.90
207365	CHAVEZ, MAGGIE	PV-153449	77.63
207366	CHOI, EUN YOUNG	PV-153450	90.28
207367	CHRISTMAN-STURM, TRACY	PV-153451	88.55
207368	COPPOLA, LUCI	PV-153453	264.50
207369	DEBOWSKI, LISA CANAS	PV-153447	49.45
207370	DIXON, AURORA	PV-153454	72.45
207371	FREY, DEBORAH	PV-153455	134.55
207372	GOLDBECK, MELISSA	PV-153456	124.20
207373	HAACK, KATHI	PV-153457	80.50
207374	HAUSCHILD, WENDIE	PV-153459	101.78
207375	HENRY, LISA	PV-153460	34.50
207376	HERVEY, ROBIN	PV-153461	57.50
207377	JONES, JOSEPH	PV-153462	196.65
207378	KELLMAN, KATHLEEN	PV-153463	154.68
207379	MATIENZO, NINA RIE	PV-153464	102.35
207380	METTERT, LISA M	PV-153465	144.33
207381	MORRIS, LINDSEY	PV-153466	31.63
207382	SANTOS, CHRIS	PV-153467	14.38
207383	SCHREIMAN, COURTNEY	PV-153468	67.85
207384	WANDERS, MICHELLE	PV-153469	129.95
207385	WEINELL, CAROL	PV-153471	124.20
207386	WENTZEL, KORY	PV-153472	127.08
207387	WILBUR, SANDRA S	PV-153473	90.85
207388	COPE, MARY	PV-153452	117.30
207389	HARMAN, NANCY	PV-153458	123.63
207390	WATTERS, LIZ	PV-153470	119.03
207391	BODO, JOHN & TERA	PV-153475	566.98
207392	BOLES, NERMIN	PV-153476	655.52
207393	CIPOLLONE, JOSEPH & DEBRA	PV-153477	195.82
207394	CUHADAROGLU, MEHMET OR BELGIN	PV-153479	1,158.05
207395	GUDIPATI, SRINIVAS &	PV-153480	91.91
207396	LEWIS, JONATHAN & ROBYN	PV-153481	693.68

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207397	MAHER, CHRISTOPHER & LESLIE	PV-153482	42.96
207398	MICHEL, WALTER &/OR NANCY	PV-153483	415.38
207399	REDMOND, MONALISA	PV-153484	149.04
207400	ROLING, MIKAIL	PV-153485	353.97
207401	SOTO, MARTHA/RODOLFO	PV-153486	474.68
207402	TRUSSELL, DAVID & GUINEVERE	PV-153487	377.18
207403	WATSON, MALISSA	PV-153488	759.80
207404	CLARKE, TERRY	PV-153489	104.63
207405	KUHN, DESMOND	PV-153491	130.00
207406	MARCUS, BRUCE	PV-153493	30.24
207407	MARTIN, LINDA	PV-153494	387.95
207408	RACHAL, LINDSAY	PV-153495	17.00
207409	REYES, BILL	PV-153496	17.00
207410	WORCESTER, LINDA	PV-153497	430.00
207411	ZHENG, BIN	PV-153499	19.00
207412	MARCOT, WENDY	PV-153492	64.63
207413	FRANCISCO, LARA	PV-153490	267.58
207414	WRIGLEY, ANAVELYN	PV-153498	330.00
207415	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	89,565.65
207416	CAPISTRANO USD	PO-344544	24,941.63
207417	A Z BUS SALES INC	PO-340735	300.00
207418	APPLE COMPUTER INC	PO-344501	513.79
207419	AVES AUDIO VISUAL SYSTEMS	PO-344244	1,216.73
		PO-344245	1,018.66
		PO-344250	1,004.51
		PO-344269	403.22
207420	BEACH CITIES GLASS INC	PO-341135	750.28
207421	BIOMETRICS4ALL INC	PO-341855	54.75
207422	C C IMEX	PO-344082	422.32
207423	CAMCOR INC	CM-150142	365.00-
		PO-343988	1,597.53
		PO-344084	575.64
		PO-344436	2,012.30
		PO-344608	488.03
207424	CDW GOVERNMENT	PO-344508	1,356.04
207425	CHEFS' TOYS	PO-343175	2,102.63
207426	CINTAS CORP #640	PO-341650	538.26
207427	COAST RECREATION	PO-341444	51.47
207428	COMMERCIAL AQUATIC SERVICES	PO-340374	2,217.35
207429	COMPLETE OFFICE OF CA	PO-340079	217.34
		PO-340083	126.47
		PO-340635	25.90
		PO-341974	147.88

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207430	COSTCO S.J.C.	PO-343312	115.88
		PO-343319	40.51
		PO-344607	139.03
207431	CREATIVE CONTRACTORS CORP	PO-340555	3,900.00
207432	CULVER-NEWLIN	PO-341741	7,904.16
207433	CYNMAR CORPORATION	PO-344037	800.40
207434	DUNN-EDWARDS CORP	PO-340359	2,188.81
207435	EVERYTHING MEDICAL LLC	PO-344575	927.80
207436	FLINN SCIENTIFIC INC	PO-344391	378.45
207437	GANAHL LUMBER	PO-340360	2,782.50
207438	GOPHER ATHLETIC/SPORTS	PO-344496	690.55
207439	HEINEMANN PUBLISHING	PO-344211	6,612.06
		PO-344500	3,071.25
207440	HIRSCH PIPE & SUPPLY	PO-340361	3,443.20
207441	IPC USA	PO-340603	5,708.20
207442	JOHNSTONE SUPPLY	PO-340523	9,724.52
207443	KELLY PAPER COMPANY	PO-340088	1,133.08
207444	LAKESHORE LEARNING MATLS	PO-344482	312.85
		PO-344513	46.14
207445	LOCAL JANITORIAL & VACUUM	PO-340231	468.45
207446	IRON MOUNTAIN	PO-340305	170.91
207447	SOUTHWEST SCHOOL SUPPLY	PO-340019	63.07
		PO-344618	312.90

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207448	SOUTHWEST SCHOOL SUPPLY	-	
		PO-340017	363.81
		PO-340018	4.32
		PO-340020	84.94
		PO-340087	112.75
		PO-340089	26.45
		PO-340266	171.55
		PO-340425	109.81
		PO-340434	34.68
		PO-340435	652.32
		PO-340443	191.81
		PO-340444	61.23
		PO-340445	57.89
		PO-340464	285.63
		PO-340477	521.64
		PO-340525	2.95
		PO-340526	
		PO-340527	22.83
		PO-340529	63.16
		PO-340530	119.66
		PO-340532	244.81
		PO-340536	579.72
		PO-340537	134.78
		PO-340563	815.47
		PO-340564	412.41
		PO-340565	295.11
		PO-340566	489.84
		PO-340620	332.05
		PO-340621	414.48
		PO-340622	650.79
		PO-340623	343.76
		PO-340671	4.34
		PO-340754	841.79
		PO-340763	28.25
		PO-341093	238.72
		PO-341407	23.02

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207449	SOUTHWEST SCHOOL SUPPLY	PO-341437	203.16
		PO-341542	20.37-
		PO-341624	722.65
		PO-341672	799.67
		PO-341814	412.14
		PO-341842	5.49
		PO-341844	1,123.70
		PO-341893	228.33
		PO-341985	148.10
		PO-342073	10.58
		PO-342107	229.31
		PO-342639	12.53
		PO-342745	453.27
		PO-342957	224.34
		PO-343105	262.87
		PO-343179	44.43
		PO-343463	2,235.24
		PO-343719	1,435.91
		PO-344017	648.00
		PO-344051	772.34
		PO-344052	227.82
		PO-344130	145.90
		PO-344353	95.06
		PO-344355	419.79
		PO-344558	398.14
		PO-344559	436.75
		PO-344615	63.10
		PO-344618	31.22
207450	SOUTHWEST SCHOOL SUPPLY	PO-341091	768.54
		PO-341092	28.52
207451	ALTERNATIVE COMM SVCS	PO-341443	780.00
		PO-342026	1,040.00
207452	BERRY, SCOTT AND/OR JAIME	PO-340790	1,179.36
207453	BUSINESS INTERPRISE	PO-343975	4,875.80
207454	DEVEREUX CLEO WALLACE	PO-342984	43.13
		PO-344588	303.07
207455	DEVEREUX TEXAS TREATMENT	PO-344589	173.31
207456	EBBING, CURTIS AND/OR MARYAM	PO-340557	780.64
207457	HEAR NOW DBA ABRAMSON	PO-340165	7,968.75
207458	HERITAGE SCHOOLS INC	PO-340693	11,267.00
207459	HOLLAR SPEECH & LANGUAGE THRPY	PO-342871	2,200.00
207460	HOWES, JODEEN AND/OR JEREMY	PO-343980	1,604.80
207461	BIO-ACOUSTICAL ENG CORP	PO-340214	23,200.00
207462	CAMPCO	PO-340368	13,651.44
207463	YMCA OF ORANGE COUNTY	PO-340345	9,671.46

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207464	AMERICAN LOGISTICS COMPANY LLC	PO-341748	42,060.25
207465	DEPARTMENT OF JUSTICE	PO-341750	3,381.00
207466	DISCOVERY CUBE OF OC	PO-344747	1,310.00
207467	STONEWARE INC.	PO-344646	1,248.00
207468	XEROX CORPORATION	PO-340106	685.09
207469	MCGRAW-HILL SCHOOL EDUCATION	PO-344724	1,000.68
207470	O'REILLY AUTOMOTIVES INC	PO-342186	19.69
207471	OFFICE DEPOT	PO-340569	55.47
		PO-342189	142.94
		PO-342263	154.93
207472	ONE STOP BINDERY	PO-340091	50.00
207473	ORANGE COUNTY REGISTER	PO-340405	137.92
207474	PERMA-BOUND	PO-344201	650.70
207475	PITNEY BOWES/PRESORT SERVICES	PO-340098	126.86
207476	SHAMROCK SUPPLY CO INC	PO-344444	1,146.97
207477	SPARKLETTS	PO-340760	4.50
		PO-341359	50.08
		PO-341528	0.71
		PO-341994	20.04
207478	TIFCO INDUSTRIES	PO-344606	677.96
207479	WATERLINES TECHNOLOGIES INC	PO-341773	1,453.79
		PO-342058	458.11
207480	WESTERN GRAPHIX	PO-341749	744.20
207481	OFFICE DEPOT	PO-341995	104.72
207482	SPARKLETTS	PO-341107	1.84
		PO-341110	2.05
		PO-341112	4.14
207483	TRAVIS SOFTWARE	PO-344794	3,784.00
207484	CRAWFORD, KARRIE	PV-153502	16.00
207485	IRELAND, STEVEN H	PV-153503	16.80
207486	MARTIN, LINDA	PV-153504	678.67
207487	MULCAHY-OLSEN, EILEEN	PV-153505	91.62
207488	ARKEE, SHEILA	PV-153506	311.24
207489	BANH, JULIE/NAM	PV-153507	765.07
207490	BAUER, ADAM OR GINA	PV-153508	86.94
207491	BOLES, NERMIN	PV-153509	376.92
207492	BUI, HONG	PV-153510	189.20
207493	CIPOLLONE, JOSEPH & DEBRA	PV-153511	184.94
207494	DESHAZER, ALEX OR DARCY	PV-153512	201.62
207495	FERREN, MATTHEW & KATIE	PV-153513	214.13
207496	FRAIZER, JERRY & KATHERINE	PV-153514	204.98
207497	GARCIA, MARIO & SHANNON	PV-153515	252.59
207498	HONG, TONY & SUSAN	PV-153516	208.18
207499	HYLTON, CHRIS OR HERMINIA	PV-153517	180.32
207500	JUNCAJ, EMILIO & LESLI	PV-153518	124.20

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207501	LAHAM, HAISSAM & MANSOUR RIMA	PV-153519	194.30
207502	LE, CHAU & TRAN, TU	PV-153529	127.65
207503	LOPEZ, CELESTES	PV-153520	167.26
207504	O'LEARY GUTIERREZ, MARIA	PV-153521	163.53
207505	RODAS, PHILLIP AND CAROLYN	PV-153522	192.51
207506	ROLING, MIKAIL	PV-153523	335.34
207507	ROTH, JAY &/OR KERI	PV-153524	244.26
207508	SALGADO, DAVID & ALISON	PV-153525	43.47
207509	SCHWARTZ, TONY OR STEPHANIE	PV-153526	260.82
207510	SUTHERLAND, GARY & RACHEL	PV-153527	129.54
207511	TOWNSEND, DERIK & TAMARA	PV-153528	56.81
207512	WATSON, MALISSA	PV-153530	415.24
207513	WILLIAMS, GINI	PV-153531	78.20
207514	ALBELO, RAFAEL	PV-153532	29.90
207515	BIRKINSHAW, SANDY	PV-153533	83.38
207516	BOLLA, BRENDA	PV-153534	67.28
207517	BUTLER, SUSAN	PV-153535	34.50
207518	CAUDILL, AMANDA	PV-153536	92.58
207519	DAVIS, DANIELLE	PV-153537	94.88
207520	GRAY, LISA	PV-153544	90.28
207521	GROSS, DEANNA	PV-153538	34.50
207522	HARVEY, LAUREN	PV-153543	115.00
207523	HILL, DAWN	PV-153540	177.10
207524	INFANTE, MARIA CECILIA	PV-153541	120.75
207525	JACOBS, ALLISON	PV-153545	41.98
207526	JARRARD, LISA P	PV-153546	48.30
207527	LAIDLEY, JOANIE	PV-153547	85.68
207528	LANGE, KATHLEEN	PV-153549	62.28
207529	LEWIS, SHARON A.	PV-153548	206.43
207530	MORAND, CARA	PV-153550	64.40
207531	ORGILL, JANELL	PV-153556	101.20
207532	PANNING LA BATE	PV-153552	128.23
207533	PARKER, LAURA	PV-153551	112.70
207534	PLACE, SUSAN	PV-153555	12.08
207535	RUSINKOVICH, CHERYL	PV-153557	112.13
207536	SHAH, RANA	PV-153558	62.10
207537	STONE, LOU HANES	PV-153539	43.70
207538	THORNBURG, QUIN	PV-153542	87.98
207539	TUNULI, JESSICA	PV-153559	218.50
207540	UMINSKY, ALMA	PV-153560	67.85
207541	VILCEK, JULIE	PV-153561	34.50
207542	WEIS-DAUGHERTY, DENISE	PV-153562	165.60
207543	WHALEN, ANDREA	PV-153563	115.00

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207544	SMART & FINAL	-	
		PO-340023	338.17
		PO-340576	268.38
		PO-340577	185.83
		PO-340725	265.88
		PO-340758	75.80
		PO-341811	75.09
		PO-341927	60.03
		PO-342063	74.26
		PO-342162	306.16
		PO-342398	82.21
		PO-342918	51.95
		PO-343082	630.98
		PO-343251	120.33
		PO-343260	32.15
		PO-343565	83.15
		PO-343588	287.31
207545	SMART & FINAL	PO-343588	98.80
		PO-343688	70.94
		PO-343731	54.46
		PV-153554	90.38
207546	FACILITY INSPECTION SERVICES	PO-343324	21,375.00
207547	CHLIC-CHICAGO	PO-340304	29,252.32
		PO-340307	15,975.00
207548	CASBO	PO-342566	410.00
207549	CLEAR THE CLEARINGHOUSE	PO-344810	200.00
207550	LCRA TRUST	PO-343792	13,125.00
207551	ALPINE ACADEMY	PO-344550	14,103.90
207552	ALTERNATIVE COMM SVCS	PO-341443	780.00
		PO-342026	1,040.00
		PO-342535	7,647.50
207553	BLIND CHILDREN'S LEARNING	PO-340473	4,740.80
207554	BOYS TOWN CALIFORNIA INC.	PO-343550	7,111.00
207555	CATHEDRAL HOME FOR CHILDREN	PO-343507	13,248.00
207556	CRARY, BRENDA	PO-340206	2,540.40
207557	GARCIA, IRMA R.	PO-340205	3,296.40
207558	HERITAGE SCHOOLS INC	PO-340693	9,964.00
207559	JAMIESON, MARIZA AND/OR RON	PO-343978	367.54
207560	JANNEY, MICHAEL & VANESSA	PO-342536	1,334.40
207561	JENNIFER TONEY SPEECH	PO-343977	9,600.00
207562	JEPSEN, CLINT AND/OR KATIE	PO-343979	615.36
207563	KARPUS, DAVID AND MARY	PO-341230	1,214.67
207564	KIDS INSTITUTE FOR DEVELOPMENT	PO-343805	8,100.00
207565	KRANTZ, TRICIA	PO-340207	2,020.80
207566	LCRA TRUST	PO-340328	11,445.00

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Warrant Number	Name of Payee	Reference Number	Amount
207567	MARDAN CENTER OF ED	PO-340474	3,096.00
		PO-340814	2,236.00
		PO-341044	2,924.00
		PO-341045	2,752.00
		PO-343098	3,096.00
		PO-343160	2,752.00
		PO-343926	2,924.00
207568	MAXIM HEALTHCARE SERVICES	PO-342783	213.12
207569	MENDE PSY.D, SYLVIA	PO-340168	2,278.14
207570	MINGUS MOUNTAIN ACADEMY	PO-343925	9,069.00
207571	MOLDAUER, PAMELA S.	PO-340221	1,500.00
207572	NSI ACADEMY	PO-341042	9,194.00
207573	OAK GROVE INSTITUTE	PO-343099	11,089.00
207574	OCEANVIEW SCHOOL	PO-340459	3,844.00
		PO-340461	4,084.00
		PO-340463	7,088.00
		PO-340465	760.00
		PO-340466	456.00
		PO-340467	3,604.00
		PO-340469	2,544.00
		PO-340470	5,096.00
		PO-340570	2,756.00
		PO-340694	1,490.00
		PO-340696	3,844.00
		PO-341088	2,724.00
		PO-342282	2,968.00
		PO-342342	4,084.00
		PO-342926	3,604.00
		PO-343806	4,084.00
		PO-344059	3,080.00
		PO-344326	3,180.00
		PO-344333	3,180.00
		PO-344951	912.00
207575	ORANGE CTY DEPT EDUC	PO-341578	7,230.46
		PO-341915	301,131.27
207576	AT&T	PO-343724	45.20
207577	COX COMMUNICATIONS	PO-340295	37,667.15
207578	MARKERBOARD PEOPLE	PO-344570	660.00
207579	NASCO WEST	PO-344028	129.34
		PO-344121	49.53
207580	O'REILLY AUTOMOTIVES INC	PO-342186	12.95
207581	ORANGE COUNTY PROBATION DEPT	PO-340129	600.00
207582	PC & MACEXCHANGE	PO-344652	139.32
207583	PC MALL GOV	PO-344210	224.38
		PO-344557	596.96

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207584	PERMA-BOUND	PO-344581	195.56
207585	QUALITY TOWING	PO-340669	162.00
207586	RIDDELL/ALL AMERICAN	PO-340285	6,787.04
207587	RINCON TRUCK CENTER INC	PO-340737	126.85
207588	SAF-COM SUPPLY	PO-341222	1,894.03
207589	SCHOOL SPECIALTY INC.	PO-344598	90.36
207590	SEHI COMPUTER	PO-340075	293.22
207591	SHI INTERNATIONAL CORP	PO-344584	199,463.60
207592	SIMPLER LIFE EMERGENCY	PO-344480	70.89
207593	SPARKLETTS	PO-340450	15.94
207594	SPICERS PAPER	PO-340090	256.54
207595	THINKING MAPS INC	PO-344466	1,431.01
207596	TIFCO INDUSTRIES	PO-344606	206.92
207597	TRUCPAR CO	PO-340683	452.25
207598	TUTTLE-CLICK FORD	PO-344140	2,353.83
207599	ULINE	PO-340074	61.05
207600	VERSATILE SYSTEMS INC	PO-341745	2,361.15
207601	VEX ROBOTICS INC	PO-344485	881.46
207602	WATERLINES TECHNOLOGIES INC	PO-341773	1,001.17
		PO-342058	721.46
207603	ACORN MEDIA	PO-344506	34.64
207604	AIR DUCT CLEANING COMPANY	PO-344491	889.00
207605	AKT INC	PO-344447	240.92
		PO-344448	240.92
		PO-344573	297.12
		PO-344574	297.12
		PO-344578	297.12
		PO-344579	297.12
		PO-344597	297.12
207606	AMT SYSTEMS INC	PO-343708	211.02
207607	ANIMAL PEST MANAGEMENT SERVICE	PO-342455	6,575.00
207608	APEX AUDIO	PO-341851	176.83
207609	ARTESIA SAWDUST	PO-340132	2,982.50
207610	ASSOC BUSINESS PRODUCTS	PO-340994	304.57
		PO-343001	33.19
207611	BARRETT-ROBINSON INC	PO-340586	3,314.98
207612	BEACH CITIES GLASS INC	PO-340736	524.82
		PO-341135	78.02
207613	BEE MAN	PO-341733	1,750.00
207614	BERTRANDS HORN IMPROVEMENT	PO-340194	84.49
		PO-340223	29.52
207615	BIOMEDICAL WASTE DISPOSAL	PO-340268	99.00
207616	BJ BINDERY	PO-340093	335.00

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207617	CAMCOR INC	PO-344432	4,880.30
		PO-344616	2,428.44
		PO-344617	2,428.44
207618	CDW GOVERNMENT	PO-340072	11.63
207619	CINTAS CORP #640	PO-340189	53.22
		PO-341650	2,036.26
		PO-343623	41.42
207620	CLARK SECURITY	PO-342474	12,000.31
207621	CLEAR SOURCE IT	PO-343654	4,104.00
		PO-344643	17,094.24
207622	COMMERCIAL AQUATIC SERVICES	PO-340374	14,344.08
		PO-343145	1,136.36
207623	COMPLETE OFFICE OF CA	PO-340079	206.75
		PO-342478	15.65
		PO-344040	259.44
207624	COSTCO S.J.C.	PO-344607	18.77
207625	DICK BLICK WEST	PO-343494	11.93
		PO-344068	59.04
		PO-344139	195.80
		PO-344454	244.76
207626	EMERGENCY SERVICES RESTORATION	PO-343491	2,750.89
207627	LPR PUBLICATIONS	PO-344519	1,705.15
207628	A. CAMARGO	PV-153570	18.00
207629	ALLISON, GILES	PV-153569	18.00
207630	CANALES, JOSH MARTIN	PV-153571	18.00
207631	COVARRUBIAS, JAVIER	PV-153572	18.00
207632	ESKANDARI, JUSTIN	PV-153574	18.00
207633	HENDERSON, TANNER	PV-153575	69.00
207634	HERNANDEZ, MARTIN	PV-153577	18.00
207635	LOMELI, JENNIFER	PV-153578	18.00
207636	O'BRIEN, DENISE	PV-153579	172.00
207637	STAIRS, CAMERON	PV-153580	18.00
207638	STROMBERG, LAURA	PV-153581	20.00
207639	ADAMSON, CORAL	PV-153583	169.05
207640	BRADLEY, JUDITH S	PV-153584	17.25
207641	BUNYAN, JAMIE	PV-153585	114.43
207642	CARDIN, PATTI	PV-153586	74.75
207643	CORCORAN, TRAVIS	PV-153587	199.53
207644	CREED, KENDRA	PV-153588	41.40
207645	CURLEY, JULIE	PV-153589	62.10
207646	ELLIOT, EVANGELINE	PV-153592	20.70
207647	ENGELSON, EMILY	PV-153590	151.80
207648	ENRIQUEZ, MICHELLE L	PV-153591	161.00
207649	EXWORTHY, MARK	PV-153593	270.83
207650	FERGUSON, ERIN	PV-153594	159.85

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207651	FLYNN, MARGARET	PV-153595	219.65
207652	FRIEDLANDER, DOROTHY	PV-153596	166.18
207653	GILL, ARVINDER	PV-153597	165.03
207654	HAUN, BARBARA	PV-153598	170.20
207655	HIGHTOWER, SHERI	PV-153599	104.08
207656	JIMENEZ, DENISE	PV-153600	84.53
207657	KIMINAS, ANTHONY	PV-153601	145.48
207658	KOPELSON, KATHLEEN	PV-153602	175.38
207659	LEAHY, CHRISTINA	PV-153603	155.25
207660	MCKEE, DANISE	PV-153604	81.65
207661	MEISSNER, ANDREA	PV-153605	243.80
207662	MICKLE, JACQUELINE	PV-153606	52.90
207663	NAPORA, NOELLE	PV-153607	147.78
207664	SMITH, ANNE	PV-153608	152.95
207665	STEVER, JANELLE	PV-153609	111.55
207666	STRONG, KARYN	PV-153610	100.05
207667	TABARI, LISA SEYEDI	PV-153611	100.05
207668	WOLFSON, DONNA	PV-153612	50.60
207669	BENS ASPHALT	PO-340611	23,429.95
207670	CAL STAGE & LIGHTING INC	PO-341850	118.80
207671	CITY OF SAN CLEMENTE	PO-340352	18,240.93
207672	CITY OF SAN JUAN CAPISTRANO	PO-340355	8,113.76
207673	CONSOLIDATED ELECT DISTR	PO-340363	4,745.87
		PO-343630	44.17
207674	COUNTY OF ORANGE-WASTE MNGT	PO-341170	944.88
207675	CR&R INCORPORATED	PO-340519	30,526.34
207676	E. STEWART AND ASSOCIATES	PO-340606	1,350.00
207677	HARRIS STEEL FENCE CO. INC.	PO-342184	9,535.00
207678	MAIER INTERNATIONAL INC	PO-342584	9,705.54
		PO-344483	38,465.71
207679	MOULTON NIGUEL WATER	PO-340357	4,813.46
207680	PACIFIC MOBILE HOME CONS	PO-341074	6,130.00
207681	SAN DIEGO GAS & ELECTRIC	PO-340354	238,715.00
207682	SANTA MARGARITA WATER	PO-340353	2,940.40
207683	SCHOOLDUDE.COM	PO-342725	2,500.00
207684	SO CAL GAS CO	PO-340371	15,715.81
207685	SO COAST WATER DIST	PO-341629	1,070.78
207686	SOUTHERN CALIFORNIA EDISON	PO-340370	78,515.88
207687	SPORTS FACILITIES GROUP INC	PO-344490	36,470.00
207688	VIRTUAL WATER SERVICES	PO-341374	1,476.72
207689	BENS ASPHALT	PO-343941	54,830.35
207690	DISCOVERING SCIENCE	PO-340140	2,380.00
		PO-340250	1,275.00
		PO-342497	935.00
		PO-343385	2,090.00

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207691	MISSION SAN JUAN CAPISTRANO	PO-344171	450.00
207692	OCEAN INSTITUTE	PO-343142	1,420.00
207693	RANCHO MISSION VIEJO LAND	PO-344530	1,580.00
207694	STATE OF CALIFORNIA	PO-344818	352.50
207695	ALZAMORA, LUCERO	PV-153614	310.91
207696	BANNERMAN, CARY & KELLY	PV-153615	226.78
207697	BARNARD, ERIC & JENNIFER	PV-153617	120.04
207698	BAUER, ADAM OR GINA	PV-153618	77.28
207699	BRESSLER, ERIC & KATHY	PV-153619	116.75
207700	COON, MATTHEW/ERIKA	PV-153620	252.98
207701	DAVIS, HENRY & ELIZABETH	PV-153621	792.12
207702	EASTMAN, STEPHEN & TARA	PV-153622	273.24
207703	FULLER, MARK & CLAIRE	PV-153623	89.70
207704	GABRIEL, LOUIS & DIANA	PV-153624	529.02
207705	GARCIA, ROSALINA	PV-153625	408.20
207706	GARRINGER, RODNEY OR SARA	PV-153626	146.14
207707	GAU, MARY	PV-153627	248.40
207708	HAMEED, SHAWN	PV-153628	360.64
207709	HOGGATT, ROBERT/VERONICA	PV-153629	270.11
207710	JOHNSON, EDWIN OR MELISS	PV-153630	480.24
207711	JONES, DANNY & NANCY	PV-153631	259.44
207712	KICHLINE, KEITH & KYLA	PV-153632	568.01
207713	LEEB, ANDREA	PV-153633	347.76
207714	LIEBERT, THOMAS &	PV-153634	66.24
207715	LOPEZ, CELESTES	PV-153635	139.38
207716	LOUIE, DARRYL OR CATHERINE	PV-153636	327.06
207717	MOHEB, MEHRDAD & NASR, NAHID	PV-153637	98.53
207718	MOORE, JEFF & CHERYL	PV-153638	379.50
207719	MYERS, EDWIN & BRENDA	PV-153639	465.29
207720	NILSEN, WILFRED & INGRID	PV-153640	136.62
207721	PETERSEN, DAVID OR LORIE	PV-153641	137.66
207722	RITURBAN/JOHN PAUL & ANN	PV-153642	153.18
207723	ROSEN, AARON & ANGELA	PV-153643	99.36
207724	SANTIAGO, JOSE & YAMEL SANCHEZ	PV-153644	154.24
207725	THOMAS, JACLYN	PV-153645	154.68
207726	TRITZ, RICHARD &/OR JULIE	PV-153646	169.74
207727	WALTERS, MICHELLE	PV-153616	228.16
207728	WEATHERWAX, KATHY	PV-153647	409.86
207729	BOULGARIDES, GABRIELA	PV-153650	873.65
207730	CAMPBELL, CASEY	PV-153649	162.72
207731	DOWNTOWN FORD SALES	PO-343218	57,929.26
207732	EXON, LAUREL	PV-153652	831.24
207733	HERMAN, JAMES	PV-153651	184.70
207734	LU, JIANHUA	PV-153648	1,085.67
207735	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	81,471.94

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207736	UNUM LIFE INSURANCE	PO-340310	10,145.34
207737	CB RANCH ENTERPRISES	PO-344534	830.00
207738	IRVINE RANCH OUTDOOR EDU CTR	PO-340491	14,900.00
207739	JFK TRANSPORTATION CO INC	PV-153657	2,140.00
207740	PACIFIC COAST SIGHTSEEING	PV-153655	14,807.17
207741	PALI MOUNTAIN INSTITUTE	PO-344824	13,406.25
		PO-344937	1,000.00
207742	RSCCD	PO-343339	720.00
207743	IQINVISION	PO-344851	58,412.15
207744	MAR VAC ELECTRONICS	PO-341180	87.15
207745	MILLER MECHANICAL	PO-340373	7,644.00
207746	MIRACLE RECECREATION EQUIPMENT	PO-333588	7,170.36
		PO-341446	7,170.36-
		PO-342443	8,926.35
207747	MOBILE COMM REPAIR INC	PO-341562	1,248.77
207748	O'REILLY AUTOMOTIVES INC	PO-342186	141.12
207749	OFFICE DEPOT	PO-340448	60.35
		PO-341673	85.32
		PO-341843	98.59
		PO-342189	570.40
		PO-342263	157.44
		PO-344548	152.25
207750	OFFICESUPPLY.COM	PO-344669	81.97
207751	PATHWAY COMMUNICATIONS LTD.	PO-344525	2,652.91
207752	PC & MACEXCHANGE	PO-344430	557.28
207753	PRO-ED	PO-344451	360.80
		PO-344455	275.00
207754	PRUDENTIAL OVERALL SUP	PO-341550	25.83
207755	PYRAMID WIRE & CABLE INC.	PO-341136	872.13
207756	SAF-COM SUPPLY	PO-341222	1,987.79
207757	SCHOLASTIC INC	PO-343862	100.10
207758	SCHOOL SPECIALTY INC.	PO-344459	208.40
207759	SCHOOLMASTERS	PO-344671	45.95
207760	SIGNS BY CREATIONS UNLIMITED	PO-341165	594.00
207761	SOUTH COAST ANSWERING SERVICE	PO-341187	205.80
207762	STORAGE CONTAINER.COM	PO-340375	110.00
207763	SUPPLY LINE BUILDING MATERIALS	PO-340689	42.15
207764	THE NEW YORK TIMES	PO-334507	30.24
207765	TIFCO INDUSTRIES	PO-341175	408.35
207766	UNITED PARCEL SERV	PO-340092	7,000.00
207767	VERTICAL TRANSPORT INC	PO-344697	440.25
207768	VORTEX INDUSTRIES INC.	PO-340732	3,638.05
		PO-344955	49.61
207769	WARD'S	PO-344653	664.20

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Warrant Number	Name of Payee	Reference Number	Amount
207770	WATERLINES TECHNOLOGIES INC	PO-341773	818.74
		PO-342058	68.58
207771	OFFICE DEPOT	PO-340432	46.30
207772	OFFICE DEPOT	PO-340432	46.29
207773	OFFICE DEPOT	PO-340432	46.29
207774	1ST JON	PO-340727	256.40
207775	ACORN MEDIA	PO-344284	754.11
		PO-344286	359.10
		PO-344292	389.88
207776	AKT INC	PO-343174	232.32
		PO-343177	240.92
		PO-343334	228.92
		PO-343763	232.32
		PO-343852	232.32
		PO-343856	240.92
		PO-343857	240.92
		PO-344026	240.92
		PO-344335	232.32
207777	APPLE COMPUTER INC	PO-344088	358.32
		PO-344554	1,074.60
		PO-344635	320.76
		PO-344638	261.12
207778	ATTAINMENT COMPANY	PO-344674	96.81
		PO-344675	96.81
207779	AVES AUDIO VISUAL SYSTEMS	PO-344251	1,046.95
207780	CAMCOR INC	PO-344277	711.02
207781	CAPISTRANO CRANE SERVICE	PO-340291	450.00
207782	CI SOLUTIONS	PO-343420	7,495.20
207783	CLEAN SOURCE	PO-342561	799.15
207784	CROWN VALLEY TRANS	PO-340365	3,144.40
207785	DANIELS TIRE SERVICE	PO-340367	2,606.24
207786	DENAULT'S HARDWARE	PO-341853	26.97
		PO-343914	184.18
207787	DENAULT'S HARDWARE	PO-340290	424.19
		PO-340297	123.03
		PO-344220	178.50
207788	DM COLOR EXPRESS	PO-340123	2,150.56
207789	DRIVELINES INCORPORATED	PO-340580	369.80
207790	DUNN-EDWARDS CORP	PO-340359	1,740.63
207791	EAGLE	PO-344576	2,202.21
207792	EARTH NETWORKS	PO-344362	5,610.61
207793	EBERHARD EQUIPMENT	PO-340585	7,594.23
207794	ENABLING DEVICES	PO-344602	437.85
207795	FACTORY MOTOR PARTS	PO-340299	207.40
207796	FOLLETT SCHOOL SOLUTIONS INC	PO-343940	2,186.79

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Warrant Number	Name of Payee	Reference Number	Amount
207797	FRICTION MATERIALS CO.	PO-340301	1,035.86
		PO-344853	10,180.47
207798	GAMETIME	PO-341445	4,924.12
207799	GLEN PRODUCTS	PO-341684	46.77
207800	GOPHER ATHLETIC/SPORTS	PO-344668	48.06
207801	HIRSCH PIPE & SUPPLY	PO-340361	5,211.31
207802	HYDRO-SCAPE PRODUCTS INC	PO-340121	938.79
207803	IMAGE 2000	PO-344657	191.20
207804	INSIGHT SYSTEMS EXCHANGE	PO-344195	748.45
207805	JOHN DEERE LANDSCAPES	PO-340122	531.08
207806	JOHNSTONE SUPPLY	PO-340523	11,568.15
207807	LA HABRA FENCE CO INC	PO-344365	4,661.00
207808	LAWNMOWERS ETC	PO-340232	2,736.02
		PO-342594	3,190.92
207809	HARRIS STEEL FENCE CO. INC.	PO-342184	5,660.00
207810	PACIFIC PLUMBING COMPANY OF	PO-341695	38,258.06
207811	PYRAMID WIRE & CABLE INC.	PO-344479	694.35
207812	SAN DIEGO GAS & ELECTRIC	PO-340354	69,957.35
207813	SANTA MARGARITA WATER	PO-340353	3,005.27
207814	SOUTHERN CALIFORNIA EDISON	PO-340370	28,847.17
207815	SPORTS FACILITIES GROUP INC	PO-343043	33,181.00
207816	VIRTUAL WATER SERVICES	PO-341371	775.80
207817	WEST COAST ARBORISTS INC.	PO-343182	742.00
207818	PLACEWORKS	PO-344546	9,837.50
207819	ANTONIUS, LYNDA	PV-153661	49.45
207820	BROOKMAN, JOSEPH	PV-153662	250.13
207821	CROSS, MINDY	PV-153663	255.88
207822	FITZSIMMONS, KATHLEEN	PV-153664	170.20
207823	GARCIA, ELISEO	PV-153665	32.78
207824	HANAFORD, LAURA	PV-153666	74.75
207825	HEUSER, RACHEL	PV-153667	273.70
207826	HIOUREAS, ANGELA	PV-153668	116.15
207827	KIMMELL, JULIE	PV-153669	155.83
207828	MEYERS, AMY	PV-153670	159.28
207829	MITCHELL, KAREN P	PV-153671	338.10
207830	NIETO, ANJULI	PV-153672	225.98
207831	NORMAN, ELLESSE	PV-153673	153.53
207832	NORRIS, MAUREEN	PV-153674	52.33
207833	RAFF, DEIDRE	PV-153675	117.88
207834	RASHIDI, AKRAM KIM	PV-153676	236.33
207835	ROCHE, ANN	PV-153677	221.38
207836	RODRIGUEZ, MICHELLE	PV-153678	140.88
207837	ROSO, MICHELLE	PV-153679	267.95
207838	RUNGO, DEANNA	PV-153680	332.35
207839	SCHOOLER, DEBORAH	PV-153681	116.15

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Warrant Number	Name of Payee	Reference Number	Amount
207840	SHOFNER, BRIANNA	PV-153682	182.28
207841	SHUMATE, DAGMAR	PV-153683	171.93
207842	SIMPSON, LORI	PV-153684	135.70
207843	SOLTIS, PAMELA	PV-153685	179.98
207844	TAYNE, JULIE	PV-153686	171.93
207845	VARGAS, DAVID	PV-153687	236.90
207846	WACHMAN, TIFFANY	PV-153688	188.03
207847	WESTON, KELLY	PV-153689	108.68
207848	WOBST, JUDY	PV-153690	5.18
207849	WOLFSON, MEGHAN	PV-153691	347.30
207850	BAKER, LUPE	PV-153698	28.75
		PV-153699	24.15
207851	COLLINS, CLINT	PV-153692	420.99
207852	ENDER, PAMELA	PV-153700	79.35
207853	EVANS, DONALD	PO-344912	2,240.00
207854	FAN, ER-MEI	PO-344913	2,575.00
207855	FULLERTON, CRISTEN	PO-344914	2,500.00
207856	JONES, GILA	PV-153703	48.20
207857	JONES, JOSEPH	PV-153701	79.35
207858	LARSON, DAVID	PO-344910	1,393.48
207859	LEDERMAN, SUE	PV-153694	189.00
207860	MEISSNER, ANDREA	PV-153697	37.38
207861	RICHARDS INSTITUTE	PO-344843	320.00
207862	SICKLER, AUDRA	PV-153695	189.00
207863	TESKEY, KAREN	PV-153704	79.35
207864	WORKABILITY 1 REGION 1	PO-344945	250.00
207865	!!!APPLE IPAD & ANDROID TABLET	PO-342840	782.36
207866	!ACE TUTORING SERVICES INC	PO-342877	360.00
207867	#1 IN LEARNING ONLINE INC	PO-342886	226.34
207868	A BETTER TOMORROW EDUCATION	PO-342835	390.00
207869	ACADEMIC GOALS INCORPORATED	PO-342833	1,255.63
207870	ADAPTIVE LEARNING LLC	PO-342831	2,790.00
207871	BESTGEN, MARY	PO-340419	266.66
207872	CLUB Z! IN-HOME TUTORING	PO-342873	12,834.62
207873	COAST TO COAST SOCCER	PO-342814	2,125.00
207874	HARBOTTLE LAW GROUP	PO-342757	22,149.54
207875	REBECCA CALLAGHAN ROMO dba	PO-341571	1,885.00
207876	ALTERNATIVE COMM SVCS	PO-341443	780.00
		PO-342026	1,040.00
		PO-342535	1,425.00
207877	DEVEREUX CLEO WALLACE	PO-341246	12,536.32
207878	DEVEREUX TEXAS TREATMENT	PO-341918	12,063.64
		PO-344865	1,818.30
207879	DEVEREUX TEXAS TREATMENT	PO-340703	9,149.76
207880	ECKHARDT, JONATHAN & ANNETTE	PO-342644	1,583.05

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Warrant Number	Name of Payee	Reference Number	Amount
207881	EXCELSIOR YOUTH CENTER	PO-343063	1,990.71
207882	GOODWILL INDUSTRIES OF ORANGE	PO-340166	6,420.00
207883	LCRA TRUST	PO-340328	1,837.50
207884	NEW HAVEN YOUTH & FAMILY	PO-342020	11,015.85
		PO-342281	3,169.00
		PO-343509	221.35
		PO-344060	20,121.12
		PO-344328	18,854.45
207885	OAK GROVE INSTITUTE	PO-343099	11,089.00
207886	ORANGE COUNTY THERAPY SERVICE	PO-340204	9,520.00
207887	PARADIGM HEALTH CARE SERVICES	PO-343159	9,783.09
207888	PERKINS SCHOOL FOR THE BLIND	PO-343228	47,059.70
207889	PERKINS, MARGARET CLAIRE	PO-343215	910.00
207890	PORT VIEW PREPARATORY SCHOOL	PO-343508	37,297.50
207891	PROVIDENCE SPEECH AND	PO-340186	67.50
207892	SHACK-LAPPIN, CAROL	PO-340220	6,290.00
207893	SKY PEDIATRICS	PO-343788	1,060.00
207894	SOLIANT HEALTH INC	PO-343214	6,046.75
		PO-345011	6,750.25
207895	SPECTRUM CENTER ROSSIER PARK	PO-341086	3,667.00
		PO-341605	7,491.96
207896	SPEECH & LANGUAGE DEVELOPMENT	PO-340813	6,648.25
		PO-341577	9,111.50
		PO-342285	8,908.50
		PO-343929	1,440.00
207897	STAFFREHAB	PO-342145	700.00
207898	STRIEGL, KIMBERLY	PO-344219	10,500.00
207899	SUNBELT STAFFING LLC	PO-340222	10,512.00
207900	TERI INC	PO-341043	4,230.28
207901	VINO &/OR WANDA KHAN	PO-342166	191.88
207902	WESTSHIELD ADOLESCENT SERVICES	PO-340185	3,642.87
207903	WILLIAMS, MATTHEW	PO-340156	51.00
207904	WINGARD, RICHARD AND LORENA	PO-341402	1,000.00
207905	YELLOWSTONE BOYS & GIRLS RANCH	PO-342146	10,268.00
207906	US BANK CORP PAYMENT SYSTEM	-	
		PV-153782	10,385.45
207907	US BANK CORP PAYMENT SYSTEM	-	
		PV-153782	6,108.91
		PV-153783	4,035.54
		PV-153784	479.24
		PV-153785	414.52
207908	US BANK CORP PAYMENT SYSTEM	PV-153785	1,744.75
		PV-153811	886.94
207909	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	70,603.54
207910	CAPISTRANO USD	PO-344544	36,231.62

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Warrant Number	Name of Payee	Reference Number	Amount
207911	CHAPMAN, ELIZABETH	PV-153809	247.40
207912	FORNEY, JOHN	PV-153810	464.58
207913	INTERNATIONAL BACCALAUREATE	PO-343824	739.00
207914	LANGE, KATHLEEN	PV-153792	61.47
207915	MALTBY, SHANNON	PV-153724	800.00
207916	ORANGE CO SCH BRDS ASSN	PO-344372	64.00
207917	PITZEN, SHARLA	PV-153800	648.09
207918	TRANSITION ALLIANCE	PO-344154	395.00
207919	!!!APPLE IPAD & ANDROID TABLET	PO-342840	7,302.94
		PO-345026	2,792.06
207920	!ACE TUTORING SERVICES INC	PO-342877	600.00
207921	ADAPTIVE LEARNING LLC	PO-342831	5,295.30
		PO-345025	7,753.53
207922	ATKINSON ANDELSON LOYA	PO-343138	5,148.01
		PO-344075	896.25
		PO-344076	1,045.25
207923	BESTGEN, MARY	PO-340419	400.00
207924	DANNIS WOLIVER KELLEY	PO-343796	3,030.00
207925	DANNIS WOLIVER KELLEY	PO-342759	211.89
207926	GREAT AMERICAN LUNCH BOX, THE	PO-343067	774.00
207927	LCRA TRUST	PO-343792	542.50
207928	SYLVAN LEARNING CTR OF LAGUNA	PO-342880	3,850.12
207929	YMCA OF ORANGE COUNTY	PO-340347	27,836.26
		PO-343227	4,050.00
207930	BACKSEAT DRIVER & ASSOC INC	PO-344919	7,488.00
207931	CALIFORNIA WEEKLY EXPLORER INC	PO-342142	1,045.00
207932	CAPISTRANO VALLEY HIGH SCHOOL	PO-344999	130.00
207933	CERTIFIED TRANSPORTATION	PV-153727	15,577.74
207934	COUNTY OF ORANGE	PO-343538	236.00
207935	HOWARD TECHNOLOGY SOLUTIONS	PO-344049	931.00
		PO-344053	49.00
		PO-344402	24.50
		PO-344408	24.50
		PO-344411	24.50
		PO-344415	122.50
		PO-344416	1,421.00
		PO-344507	122.50
207936	JFK TRANSPORTATION CO INC	PV-153726	1,630.00
207937	OCEAN INSTITUTE	PO-343220	13,108.00
207938	ORANGE CTY DEPT EDUC	PO-340133	1,500.00
207939	TRANSPORTATION CHARTER SERVICE	PV-153725	5,400.00
207940	CITY OF SAN JUAN CAPISTRANO	PO-340355	3,173.87
207941	DEPT IND RELATION (ACCOUNTING)	PO-341569	450.00
207942	MOULTON NIGUEL WATER	PO-340357	4,497.64
207943	SAN DIEGO GAS & ELECTRIC	PO-340354	77,583.63

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Warrant Number	Name of Payee	Reference Number	Amount
207944	SO CAL GAS CO	PO-340371	109.79
207945	260-PRAXAIR DISTRIBUTION INC.	PO-341184	399.10
207946	MOBILE FLEET WASH	PO-340548	916.50
207947	NORTH COAST MEDICAL INC	PO-344612	93.70
207948	OTICON INC	PO-344774	161.20
207949	PATHWAY COMMUNICATIONS LTD.	PO-343698	884.30
207950	PRUDENTIAL OVERALL SUP	PO-341423	131.44
207951	QUALITY TOWING	PO-340669	158.00
207952	R&S SOIL PRODUCTS INC	PO-340117	704.80
207953	RADIO SHACK	PO-340991	49.66
207954	REALLY GOOD STUFF INC	PO-344619	352.12
207955	REPAIRZOOM	PO-343644	124.79
207956	SAFETY-KLEEN SYSTEMS INC	PO-341519	927.62
207957	SALTILLO	PO-344625	5,496.15
207958	SCHOLASTIC INC	PO-344600	449.69
207959	SIERRA SOIL	PO-340118	210.60
207960	SMOG EXPRESS	PO-340674	51.95
207961	SOUTH COAST FAMILY MEDI CENTER	PO-342318	978.00
207962	SPINITAR	PO-344439	886.08
207963	STORAGE CONTAINER.COM	PO-340375	220.00
207964	TIFCO INDUSTRIES	PO-344606	539.46
207965	TONY'S LOCKSMITH SERVICE	PO-343348	404.20
207966	TRUCPAR CO	PO-340683	78.27
207967	TUTTLE-CLICK FORD	PO-344140	565.38
207968	UNITED RENTALS	PO-340125	679.94
207969	UNITED TRANSMISSION EXCHANGE	PO-340684	1,938.61
207970	UNITED WATER WORKS INC.	PO-340126	958.27
207971	VAUGHN IRRIGATION SERVICES INC	PO-340731	1,489.36
207972	VEX ROBOTICS INC	PO-342942	338.58
207973	VISTA PAINT CORP	PO-341192	503.31
207974	WAXIE	PV-153739	334.57
		PV-153754	623.07
207975	WESTERN PSYCH SERVICES	PO-344730	261.36
207976	WHAT'S HAPPENING PUBLICATIONS	PO-343966	250.00

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207977	SOUTHWEST SCHOOL SUPPLY	-	
		PO-340018	3.69
		PO-340046	11.51
		PO-340085	86.08
		PO-340087	65.90
		PO-340269	70.51
		PO-340425	29.40
		PO-340434	98.50
		PO-340435	139.41
		PO-340436	69.89
		PO-340443	22.81
		PO-340444	399.97
		PO-340471	552.46
		PO-340475	73.01
		PO-340477	20.37
		PO-340525	54.30
		PO-340526	23.78
		PO-340527	149.56
		PO-340536	411.91
		PO-340563	287.51
		PO-340565	44.05
		PO-340566	82.12
		PO-340620	18.79
		PO-340622	306.01
		PO-340754	91.03
		PO-340763	23.59
		PO-341093	523.26
		PO-341095	277.27
		PO-341407	23.31
		PO-341437	28.50
		PO-341624	211.60
		PO-341671	87.67
		PO-341672	963.43
		PO-341844	101.96
		PO-341893	15.20
		PO-342640	820.54
		PO-342745	385.83
		PO-342957	31.18

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207978	SOUTHWEST SCHOOL SUPPLY	PO-343105	41.52
		PO-343719	253.24
		PO-344052	27.57
		PO-344353	104.97
		PO-344549	54.06
		PO-344562	154.44
		PO-344618	130.91
		PO-344722	729.00
207979	SOUTHWEST SCHOOL SUPPLY	PO-341091	44.05
207980	UNITED STATES POSTAL SERVICE	PO-340104	40,000.00
207981	BLAIN, MATTHEW & KERRY	PV-153731	67.30
207982	SPRAKER, KELLY	PV-153730	179.17
207983	ALLEN, JENNIFER	PV-153732	16.00
207984	BOWCUTT, CHRISTIAN	PV-153733	88.00
207985	CARDENAS, JOSE LUIS	PV-153734	15.00
207986	ESCOBEDO, FRANCISCO	PV-153735	20.00
207987	GATTUSO, EVAN	PV-153736	85.00
207988	GILES, EMMA	PV-153737	20.00
207989	GRAY, JACK	PV-153738	12.00
207990	KISH, BETHANY	PV-153740	15.00
207991	SMALL, SETH	PV-153741	80.00
207992	THIEL, ZACHARY	PV-153742	107.00
207993	WHITMER, KRYSHAWNA	PV-153743	22.00
207994	BENE, CHERI	PV-153744	107.53
207995	BLAND, LISA	PV-153746	53.48
207996	BOWDEN, JOANNA	PV-153747	52.90
207997	BRANNON, DESIREE	PV-153745	70.15
207998	BROWN, NANCY	PV-153748	16.68
207999	BROWN, SUSAN	PV-153749	65.55
208000	BUCKMAN, JENNIFER	PV-153751	134.55
208001	CHRISTMAN-STURM, TRACY	PV-153752	111.55
208002	DYE, JANETTE	PV-153753	25.30
208003	ENDER, PAMELA	PV-153755	99.48
208004	GILMORE, SHELLY	PV-153757	85.10
208005	HALL, SHEILA	PV-153758	218.50
208006	HERNANDEZ, MARLO	PV-153759	32.20
208007	HERTZ, JANA	PV-153760	27.60
208008	HOOPER, GWYNETH	PV-153761	32.20
208009	IMSLAND, TRACEY	PV-153762	125.35
208010	KERINS, TRACY	PV-153763	36.80
208011	LACHEMANN, DINA	PV-153764	73.60
208012	LAUBACH, LYNELLE	PV-153765	20.13
208013	LITTLE, KELLIE	PV-153766	116.15
208014	MALONE, JULEE	PV-153767	215.63
208015	MEISSNER, ANDREA	PV-153768	223.10

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208016	NORRIS, MAUREEN	PV-153769	64.98
208017	O'LEARY, DARLA	PV-153770	355.93
208018	PATTERSON, DEBBIE	PV-153771	152.38
208019	PERRY, CYNTHIA	PV-153772	36.80
208020	PETTEY, STEPHANIE	PV-153773	42.55
208021	REGAN, MARY	PV-153774	14.95
208022	SCOTT, KATHY	PV-153775	40.25
208023	SOBOLESKI, AMANDA	PV-153776	196.65
208024	ST. JOHN, ANDREA	PV-153777	73.60
208025	STIRLING, ROBERT	PV-153778	108.10
208026	TAYNE, JULIE	PV-153779	171.93
208027	TERHUNE, CYNTHIA	PV-153780	227.13
208028	WEBSTER, ANNE	PV-153781	66.70
208029	AVILA, THERESE	PV-153786	160.43
208030	BRAUN, C. ANNE	PV-153787	118.45
208031	BRUNTON, MICHELLE	PV-153788	93.73
208032	CARLISLE, TERESA	PV-153789	32.20
208033	ELLISON, BRETT	PV-153791	14.95
208034	FISHER, CLARK	PV-153794	96.60
208035	GONG, PHOEBE	PV-153793	150.65
208036	KLISTER, PAMELA	PV-153795	67.28
208037	MARCUS, BRUCE	PV-153796	117.30
208038	MORGAN, JOHN	PV-153797	105.80
208039	MORRIS, LINDSEY	PV-153798	28.75
208040	NEE, KATHLEEN	PV-153799	171.93
208041	ORTIZ, RYAN	PV-153801	115.58
208042	PRIMICIAS, MELISSA	PV-153802	163.88
208043	SANTOKE, MAHFRIN	PV-153803	116.73
208044	SIELING, TARA	PV-153804	63.25
208045	TALILI, MAILUMAI	PV-153805	213.90
208046	WIEDEMAN, LORI	PV-153806	219.65
208047	YOTA, DENISE	PV-153807	39.68
208048	YOUNG, JENNA	PV-153808	23.00
208049	DAGARIN, JEAN-MARI	PV-153790	198.38
208050	ACORN MEDIA	PO-344282	379.62
		PO-344287	718.20
		PO-344288	882.36
		PO-344289	738.72
		PO-344290	918.27
		PO-344291	923.40
208051	AERO MARK	PO-340449	12.00
		PO-343823	3.91
208052	AMS.NET INC	PO-344502	27,004.66

Board of Trustees Warrant Listing
======== Fiscal Year: 2014-15 ========
Board of Trustees Meeting.....APRIL 22, 2015

Warrant Number	Name of Payee	Reference Number	Amount
208053	APPLE COMPUTER INC	PO-343604	3,994.92
		PO-344375	5,782.82
		PO-344404	412.32
		PO-344656	821.64
208054	AVES AUDIO VISUAL SYSTEMS	PO-344259	997.43
208055	BUSWEST	PO-340587	2,164.93
208056	CAMCOR INC	PO-344235	798.76
		PO-344276	978.48
		PO-344515	399.38
		PO-344676	488.03
208057	CDW GOVERNMENT	PO-340072	26.16
		PO-343199	1,749.44
		PO-344755	271.21
		PO-344757	271.21
		PO-344759	271.21
208058	CLARK SECURITY	PO-342474	5,689.72
208059	COASTAL BLUE	PO-344956	104.76
208060	COMPLETE OFFICE OF CA	PO-340079	35.38
208061	CREATIVE CONTRACTORS CORP	PO-340555	7,650.00
208062	DELTA EDUCATION	PV-153750	17.23
208063	DICK BLICK WEST	PO-342396	334.43
		PO-344467	161.11
		PO-344734	179.66
208064	DUNN-EDWARDS CORP	PO-340359	2,882.96
208065	FOLLETT SCHOOL SOLUTIONS INC	PO-344701	27.01
208066	FRICTION MATERIALS CO.	PO-344853	3,109.67
208067	HEARLIHY & CO	PO-344770	57.25
208068	HEINEMANN PUBLISHING	PO-342962	206.51
208069	HENCH MFG INC	PO-343402	4,853.00
208070	HITT MARKING DEVICE	PO-344743	56.02
208071	IMAGE 2000	PO-341736	824.15
208072	INSIGHT SYSTEMS EXCHANGE	PO-344167	1,098.37
		PO-344180	2,196.72
		PO-344406	366.13
		PO-344417	333.54
208073	IPC USA	PO-340603	23,445.30
208074	JOHNSTONE SUPPLY	PO-340523	11,722.44
208075	KELLY PAPER COMPANY	PO-340088	3,144.75
208076	LAKESHORE LEARNING MATLS	PO-344054	491.45
		PO-344591	795.96
208077	LESLIES SWIMMING POOL SUPPLY	PO-341179	102.24
208078	HITT MARKING DEVICE	PV-153756	61.84
208079	EXECUTIVE ENVIRONMENTAL SVCS	PO-344992	3,077.80
		PO-344993	1,038.40
		994 Warrants	$8,112,332.67

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 Categroy 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 Categroy 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

Attachment 3

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,	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Clear Source IT	RFP No. 6-1415, E-RATE Categroy 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. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008

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 Categroy 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
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
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fulkra, Inc	RFP No. 2-1415, Investigation Services	11/12/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No 1314-17, Milk and Dairy Products	3/12/2014
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
Jones-Campbell Company	Glendale Unified School District Bid No. P-16 09/10 School Furnishings, Office Furnishings and	10/9/2013
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009

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	Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 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

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

VENDOR	TITLE	BOARD APPROVAL DATE
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
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.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
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
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
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
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

112650	A & R WHOLESALE DISTRIBUTORS	1,722,767.90
146968	ABOVE ALL NAMES CONSTRUCTION	253,805.38
145322	AMS.NET INC	251,132.51
112173	ASCIP	2,010,667.00
049767	BENS ASPHALT	870,871.23
118161	CAPISTRANO CONNECTIONS ACADEMY	9,656,723.00
130027	CAPISTRANO UNIFIED	3,559,222.08
120141	CAPISTRANO UNIFIED SCHOOL DIST	2,423,859.79
016335	CAPO VALLEY WATER DIST	270,951.06
015900	CAPO-LAGUNA BEACH ROP	1,470,659.42
106764	CDWG Inc	2,809,080.37
043026	CIGNA	400,772.51
018870	CITY OF SAN CLEMENTE	263,238.79
143558	COMMERCIAL & INDUSTRIAL	723,123.00
146265	COMMUNITY ROOTS	1,940,553.00
122828	CORVEL ENTERPRISE COMP INC	1,873,895.74
024000	CULVER-NEWLIN	349,824.56
105883	DAVE BANG ASSOCIATES	351,900.57
064188	DELL COMPUTER	293,933.71
144459	E L ACHIEVE	254,384.55
150202	FOLLETT SCHOOL SOLUTIONS INC	333,894.01
149926	G.A. DOMINGUEZ	301,069.22
051854	GILBERT & STEARNS INC	433,821.17
150399	HARRIS STEEL FENCE CO. INC.	347,232.90
130047	HOLLANDIA DAIRY INC.	424,101.57
150688	HOWARD TECHNOLOGY SOLUTIONS	262,689.00
148747	ILLUMINATE EDUCATION INC.	263,238.50
144310	INSIGHT SYSTEMS EXCHANGE	297,501.06
144880	IPC USA	504,188.49
105873	JOURNEY CHARTER SCHOOL	1,562,987.00
150703	MEBA C/O	26,120,219.41
120832	METROPOLITAN EMPLOYEES	7,037,947.16
061270	MOULTON NIGUEL WATER	259,868.42
100369	OCEANVIEW SCHOOL	453,506.00
113144	OPPORTUNITY FOR LEARNING	1,099,195.79
066570	ORANGE COUNTY DEPT OF EDUC	3,954,390.47

146264	OXFORD ACADEMY	3,799,323.00
145219	PACIFIC ROOFING SYSTEMS	645,192.35
116957	PALI MOUNTAIN INSTITUTE	252,691.25
078255	SAN DIEGO GAS & ELECTRIC	6,228,277.62
081031	SCOTT FORESMAN	434,417.04
150282	SILVER CREEK INDUSTRIES INC.	873,483.40
084100	SO CA GAS CO	266,825.88
149669	SOUTH COAST ROP	1,518,327.26
122718	SOUTHERN CALIFORNIA EDISON	1,168,444.08
084770	SOUTHWEST SCHOOL SUPPLY	354,755.51
116925	SPORTS FACILITIES GROUP INC	256,863.10
145062	STUTZ ARTIANO SHINOFF & HOLTZ	357,120.16
147868	US BANK	2,528,420.07
115841	US BANK NATIONAL ASSOCIATION	1,638,997.43
096332	WAXIE	619,594.52
146077	WEST COAST ARBORISTS INC.	264,470.00
099210	XEROX CORPORATION	1,564,111.76
104710	YMCA OF ORANGE COUNTY	338,671.08

Donation of Funds
April 22, 2015

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Pacific Life Foundation	$7,000.00	iPads	Aliso Niguel High School
Aliso Niguel High School PTSA	$684.90	Ultraviolet Viewing Box	Aliso Niguel High School
Amazon Services, LLC	$299.22	Technology	Aliso Viejo Middle School
Pacific Life Foundation	$5,000.00	Technology	Aliso Viejo Middle School
Arroyo Vista Science PTA	$690.55	PE Equipment	Arroyo Vista K-8 School
Arroyo Vista Science Booster Club	$750.00	Science Camp Expenses	Arroyo Vista K-8 School
Bergeson Foundation Mandarin Immersion Program	$5,200.00	Teacher Release Days	Bergeson Elementary School
Pacific Life Foundation	$2,500.00	Ten iPad Minis	Bergeson Elementary School
Edison International	$199.96	Instructional Materials and Supplies	Bernice Ayer Middle School
San Clemente Junior Woman's Club	$600.00	Instructional Materials and Supplies	Bernice Ayer Middle School
Castille Elementary School Booster Club	$1,190.00	Math Olympiad Stipend	Castille Elementary School
CR&R	$561.30	Instructional Materials and Supplies	Castille Elementary School
Castille Elementary School PTA	$500.00	Science Day	Castille Elementary School
Pacific Life Foundation	$4,500.00	Laptops for Teachers	Chaparral Elementary School
Clarence Lobo Elementary School PTA	$420.00	Traveling Scientist Program	Clarence Lobo Elementary School
Clarence Lobo Elementary School Booster Club	$1,350.00	Outdoor Science School Teacher Stipends	Clarence Lobo Elementary School
Clarence Lobo Elementary School Booster Club	$14,900.00	Outdoor Science School	Clarence Lobo Elementary School
Ms. Ann Brandon		Violin	Clarence Lobo Elementary School
PG&E Corporation Foundation	$317.52	Instructional Materials and Supplies	Concordia Elementary School
PG&E Corporation Foundation	$317.52	Instructional Materials and Supplies	Concordia Elementary School
Crown Valley Elementary School PTA	$5,206.88	Field Trip	Crown Valley Elementary School
Crown Valley Elementary School PTA	$1,360.00	Field Trip	Crown Valley Elementary School
Crown Valley Elementary School PTA	$1,320.00	Instructional Materials and Supplies	Crown Valley Elementary School
Crown Valley Elementary School PTA	$640.00	Field Trip Transportation	Crown Valley Elementary School
Pacific Life Foundation	$5,000.00	Instructional Materials and Supplies	Dana Hills High School
Ms. Mary Lawson		Apple TV and HDMI Cable	Dana Hills High School - Instrumental Music
Pacific Life Foundation	$4,500.00	Technology	Don Juan Avila Elementary School
Pacific Life Foundation	$500.00	Instructional Materials and Supplies	Don Juan Avila Middle School
George White Elementary School Booster Club	$8,358.72	SMART Boards	George White Elementary School
George White Elementary School Booster Club	$1,662.32	Projector for Computer Lab	George White Elementary School
George White Elementary School PTA	$1,026.00	Kinder Discovery Science Assemblies	George White Elementary School
George White Elementary School PTA	$500.00	Laguna Playhouse Assembly	George White Elementary School

Donation of Funds
April 22, 2015

DONATED BY	AMOUNT	PURPOSE	SCHOOL
George White Elementary School PTA	$695.00	Science Assembly	George White Elementary School
George White Elementary School PTA	$75.00	Additional Hours for Student Supervisor	George White Elementary School
Ladera Ranch Elementary School	$1,027.00	Field Trip Admission and Transportation	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	$849.00	Field Trip Admission and Transportation	Ladera Ranch Elementary School
Pacific Life Foundation	$3,500.00	Technology	Ladera Ranch Middle School
Ladera Ranch Middle School PTA	$488.03	LCD Projector	Ladera Ranch Middle School
Simonson Photography	$500.00	Technology	Laguna Niguel Elementary School
Las Flores Elementary School PTA	$5,000.00	Technology	Las Flores Elementary School
Las Flores Middle School PTA	$9,800.21	PTA Grant for Social Sciences	Las Flores Middle School
Las Flores Middle School PTA	$691.10	Social Science Novels	Las Flores Middle School
Las Flores Middle School PTA	$3,499.20	Technology Software	Las Flores Middle School
City of San Clemente	$2,000.00	Instructional Materials and Supplies	Las Palmas Elementary School
Edison International	$30.00	Instructional Materials and Supplies	Las Palmas Elementary School
Edison International	$30.00	Instructional Materials and Supplies	Las Palmas Elementary School
Ms. Kelly Borthwick	$125.00	Early Childhood Programs	Learning Link - Hidden Hills
Mr. Joseph Page	$125.00	Early Childhood Programs	Learning Link - San Juan
Ms. Michelle Tahano and Mr. Connor Waters	$125.00	Early Childhood Programs	Learning Link - Viejo
Marblehead Elementary School PTA	$1,910.00	Art Masters Program	Marblehead Elementary School
Marblehead Elementary School PTA	$735.00	Art Masters Program	Marblehead Elementary School
Pacific Life Foundation	$3,000.00	Chromebooks	Marblehead Elementary School
Marblehead Aloha Education Foundation	$15,198.00	Outdoor Science School	Marblehead Elementary School
Wells Fargo Community Support Campaign	$15.00	Instructional Materials and Supplies	Moulton Elementary School
Edison International	$100.00	Technology	Newhart Middle School
Pacific Life Foundation	$4,000.00	Technology	Newhart Middle School
Pacific Life Foundation	$2,500.00	Instructional Materials and Supplies	Niguel Hills Middle School
Niguel Hills Middle School ASB		HP Laser Jet Pro 400 Printer	Niguel Hills Middle School
Target	$526.62	Instructional Materials and Supplies	Oso Grande Elementary School
Vending Plus	$70.12	Instructional Materials and Supplies	Oso Grande Elementary School
Microsoft Matching	$200.00	Instructional Materials and Supplies	Oso Grande Elementary School
Edison International	$120.00	Instructional Materials and Supplies	Oso Grande Elementary School
Ms. Candice Stuart	$55.73	Kindergarten Supplies	Oso Grande Elementary School
Philip Reilly Elementary School PTA	$4,050.00	Ocean Institute Field Trip	Philip J. Reilly Elementary School

Donation of Funds
April 22, 2015

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Recycle America Alliance, LLC	$37.50	Instructional Materials and Supplies	Philip J. Reilly Elementary School
RH Dana Elementary School	$900.00	Field Trips	RH Dana Elementary School
RH Dana Elementary School PTA	$1,243.81	Meet the Masters Program	RH Dana Elementary School
Edison International	$180.00	Instructional Materials and Supplies	San Juan Hills High School
Shorecliffs Middle School Educational Foundation	$1,768.60	Two Projector and Document Camera Bundles	Shorecliffs Middle School
Pacific Life Foundation	$2,500.00	Chromebook Cart	Shorecliffs Middle School
San Clemente Junior Woman's Club	$600.00	Technology Upgrades	Shorecliffs Middle School
Target	$1,117.44	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
Communities for Cause, Incorporated	$126.87	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
Target	$178.39	Instructional Materials and Supplies	Viejo Elementary School
Vista del Mar Elementary School PTA	$13,406.25	Outdoor Science School	Vista del Mar Elementary School
Mako Foundation	$417.96	Document Cameras	Vista del Mar Elementary School
Juice It Up	$393.00	Instructional Materials and Supplies	Vista del Mar Elementary School
Mr. and Mrs. Jeffrey and Wendy Willardson	$2,500.00	Instructional Materials and Supplies	Vista del Mar Elementary School
Mako Foundation	$3,851.00	Instructional Materials and Supplies	Vista del Mar Middle School
Mako Foundation	$202.00	Substitute Coverage	Vista del Mar Middle School
San Clemente Junior Woman's Club	$600.00	Instructional Materials and Supplies	Vista del Mar Middle School
Pacific Life Foundation	$3,050.00	Technology	Wagon Wheel Elementary School
Mr. and Mrs. Edward and Karen Hanley	$3,000.00	Technology	Wagon Wheel Elementary School
Mr. Nick Newsom		Two iPad Minis	Wagon Wheel Elementary School
Total	$174,167.72		

APRIL 22, 2015 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1415206	5	General	Keenan Associates	Provide Insurance Broker Services for District's Excess Workers' Compensation Insurance	5/12/2015-06/30/2016	$ 18,107.00
PSA	1415211		General	Manny Tau, Psy.D.	Threat Assessment, Consultation, Reporting Services	04/23/2015-06/30/2016	$ 22,500.00
						TOTAL	$ 40,607.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
FSA	1415196	5	M&O	KYA Surfacing LLC	Safety Inspections, Maintenance, and Repairs to Scoreboard Systems, Message Board Systems, Bleachers, Backstops, and Sport Equipment	1/1/2015- 6/30/2015	$ 15,000.00
FSA	1415198	5	M&O	Revel Environmental Manufacturing, Incorporated	Storm Draing Clean Out and Filter Replacement at SJHHS and Education Center. Yearly Inspection and Maintenance of the Triton Catch Basin Filters and interceptors Install at SJHHS and Education Center	2/1/2015- Upon Completion of Work	$ 41,541.60
FSA	1415199	5	Facilities	Seaside Heating & Air Conditioning, Incorporated	Dana Hills High School HVAC System, Service AH1-3 and 5	2/1/2015 -Upon Completion of Work	$ 7,000.00
PSA	1415201	3	Special Ed	Sylvia Rodriguez Witt	Provide Independent Educational Evaulations (IEE) for Speech and Language	3/18/2015-6/30/2015	$ 1,120.00
FSA	1415202	5	M&O	La Habra Fence Company, Incorporated	Labor and Material to Install/Repair Ornamental Iron Gates Districtwide as Needed	3/1/2015-6/30/2015	$ 10,000.00
ICA	1415203	5	General/CFD	David Taussig & Associates	Provide Special Tax Consulting Services	4/12/2015-06/30/2016	$ 150,000.00
FSA	1415204	5	Facilities	Russell Sigler, Incorported	Dana Hills High School - Controls Installation, VAV Terminal Units, Network & Oprator Interface	2/6/2015 - Upon Completion of Work	$ 18,021.00
FSA	1415205	5	Facilities	Russell Sigler, Incorported	Dana Hills High School - Controls Installation, VAV Terminal Units Rm. 702 & 707, Air Handling Units	2/5/2015 - Upon Completion of Work	$ 8,539.00
						TOTAL	$ 251,221.60

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213006	3	Special Ed	Paul Alan Dores, PHD	Consultation Services for Autism Services	7/1/2015-6/30/2016	$ 5,000.00

EXHIBIT 20
Page 1 of 3

APRIL 22, 2015 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

PSA	1213010	3	Special Ed	Sharon Grandinette, Ph.D.	Consultation, Training Brain Injury, School Reintegration, Teaching and Compensatory Strategies, Curriculum	7/01/2015-6/30/2016	$ 2,500.00
PSA	1213013	3	Special Ed	Customized Vision Care	Vision Assessments	7/01/2015-6/30/2016	$ 2,000.00
ICA	1213024	2	Special Ed	Westshield Adolescent Services	Transport Escort Services to CUSD Students	7/01/2015-6/30/2016	$ 35,000.00
PSA	1213029	3	Special Ed	Irma Garcia	Counseling Services	7/01/2015-6/30/2016	$ 40,000.00
PSA	1213031	3	Special Ed	Tricia Elizabeth Krantz	Counseling Services	7/01/2015-6/30/2016	$ 40,000.00
PSA	1213035	3	Special Ed	Blind Children's Learning Center	Provide Vision Assessments	7/01/2015-6/30/2016	$ 3,000.00
ICA	1213174	3	PTA	The Imagination Machine	Provides Educational Assemblies to Enhance Student's Creativity and Writing Skills	7/01/2015-6/30/2016	$ 10,000.00
ICA	1213204	3	Special Ed	Harbottle Law Group	Provide Legal Representation of CUSD in Various Special Ed Matters	7/01/2015-6/30/2016	$ 100,000.00
PSA	1314028	3	Special Ed	Educational Based Services (EBS)	Provide Speech Language Pathology Services	7/01/2015-6/30/2016	$ 30,000.00
ICA	1314114	3	Special Ed	Matthew Williams	Provide Braille Transcription Services	7/01/2015-6/30/2016	$ 10,000.00
PSA	1314158	3	Special Ed	Abby Rozenberg	Language and Speech Evaluations	7/01/2015-6/30/2016	$ 5,000.00
PSA	1314169	3	Special Ed	StaffRehab	To Provide Speech Language Pathology Services as Directed by the District	7/01/2015-6/30/2016	$ 100,000.00
PSA	1314172	3	Special Ed	Business Interprise Professionals, LLC	Provide Mental and Behavioral Health Services	7/01/2015-6/30/2016	$ 40,000.00
ICA	1314190	5	Education	Woodruff, Spradlin & Smart	Provide Legal Counsel for Matters Requested by the District	7/01/2015-6/30/2016	$ 5,000.00
ICA	1415056	3	Indian Education	Comprehensive College Prep, Incorporated	Provide Services for SAT/ACT Courses, AP Reviews and Individual SAT/ACT Tutoring	7/01/2015-6/30/2016	$ 10,000.00
ICA	1415058	3	Gift Funds/ RMIQ	Brain Builders Educational Programs	Provide Engineering Instruction, Applied Math Common Core State Standards and NGSS Science Standards	7/01/2015-6/30/2016	$ 8,000.00
ICA	1415065	3	General Fund	Thinking Maps, Incorporated	Provide Training on Thinking Maps	7/01/2015-6/30/2016	$ 10,000.00
PSA	1415086	3	Special Ed	Soliant Health, Incorporated	Provide Sign Language Interpreter Services	7/01/2015-6/30/2016	$ 80,000.00
PSA	1415105	3	Special Ed	Robin Lee Morris	Provide Psycho-Educational Assessments	7/01/2015-6/30/2016	$ 8,000.00
PSA	1415106	3	Special Ed	Alpha Vista Services, Incorporated	Provide Speech and Language Pathology Services	7/01/2015-6/30/2016	$ 45,000.00
ICA	1415140	3	Education	Coast 2 Coast Soccer	Provide STEM Soccer Program for After School Program	7/01/2015-6/30/2016	$ 10,000.00
						TOTAL	$ 598,500.00

APRIL 22, 2015 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

AMENDMENT

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
MCA*	1415021	3	Special Ed	Mardan School	Basic Education Program/Special Education Instruction	Increase Contract From $200,000 to $230,000	$ 30,000.00
MCA*	1415013	3	Special Ed	New Haven Youth and Family Services	Basic Education Program/Special Education Instruction, Residential Mental Health Services	Increase Contract From $425,000 to $475,000	$ 50,000.00
MCA*	1415019	3	Special Ed	Ocean View	Basic Education Program/Special Education Instruction	Increase Contract From $650,000 to $850,000	$ 200,000.00
						TOTAL	$ 280,000.00

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1415101	5	Transportation	Orange County Tank Testing	Testing and Repairs of Fuel Dispensers Districtwide	Increase Contract From $15000 to $18,000	$ 3,000.00
FSA	1415176	5	Food Service	Miller Mechanical	Food Service Refrigeration Equipment Service, Parts, and Repairs	Increase Contract From $10,000 to $35,000	$ 25,000.00
MCA*	1415048	3	Special Ed	Olive Crest Academy	Basic Education Program/Special Education Instruction	Increase Contract From $250,000 to $400,000	$ 150,000.00
ICA	1415181	5	General Fund	Barrios and Associates LLC dba Communications LAB	Public relations services	Extension of Agreement through June 30, 2015; no active solicitation of employee and change of address	$ 30,000.00
						TOTAL	$ 208,000.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement)** is effective as of April 23, 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").

KEENAN ASSOCIATES

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 Insurance brokerage, as further 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 $18,107 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 12, 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 _____

Keenan
Associates

901 Calle Amanecer
Suite 200
San Clemente, CA 92673
License # 0451271

949.940.1760
949.369.0324 fax
www.keenan.com

EXHIBIT A

March 24, 2015

Ms. Donna Antifae
Buyer/Planner
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Dear Donna,

The contract for Insurance Broker Services for the District's Excess Workers' Compensation Insurance is set to expire on May 11, 2015.

As you are aware, we reduced our fee on two separate occasions to assist the District with the fiscal crisis that plagued school districts a few years ago. Our current annual fee is $18,107 and we are agreeable to continue that fee for the near future. We propose we enter into an agreement with the below schedule. The District would continue to receive all of the services outlined below. We propose the following fee schedule:

15/16	$18,107
16/17	$18,107
17/18	$18,107
18/19	$18,850
19/20	$19,580

Scope of Service

- A dedicated account management team will provide Capistrano USD broker services that include, but not limited to, the following:
- Ensure **fiscal stability** of all providers dealing with the District
- Evaluate quotations for the District and ensure providers will be responsive to the District in **Excess Claim reimbursement** requests.
- Exercise **due diligence** and make insurance placement recommendations to the District in accordance with the California Department of Insurance
- **Review contracts**, as requested, to **ensure compliance** with the Workers' Compensation laws in the State of California.

- **Issue binders, certificates of coverage, maintain policies, issue endorsements, respond to all coverage questions, prepare coverage summaries, update coverages and prepare renewal specifications.**

- Proactively provide ongoing **review and analysis** of the District's insurance programs and identification of **risk transfer and risk financing** options.

- Be familiar with the **major exposures** of the District.

- Be familiar with the coverages provided by all relevant insurance policies and documents issued to the District.

- Assure that insurance policies are placed in a **timely manner**, without lapses in coverage periods, with **reputable and financially responsible insurers**.

- Provide service for the insurance policies placed for the District including processing all changes and endorsements and verifying the accuracy of invoices within a reasonable time.

- Provide **early warning** of rate and coverage changes or renewal issues through a process to be mutually agreed to with the District.

- Through a process mutually agreed upon, monitor the District's operations and loss exposures and make any appropriate recommendations for coverage changes or new coverages.

- Be available to answer questions or obtain answers from underwriters for policy coverage questions.

- Meet with District staff and designated representatives as reasonably requested.

Policy Review

Review policies and other coverage related documents in detail within fourteen (14) days of receipt. Review the documents to check the wording and accuracy of each policy, binder, certificate, endorsement or other document received from insurers. This review will ensure that the intended coverage is provided, and all coverage, terms and conditions, and other wording is complete and accurate and in compliance with financial arrangements and administrative procedures acceptable to the District. Obtain revisions needed to achieve compliance with coverage request.

Risk Management

As part of our services, Capistrano USD will be assigned a team to help analyze and identify loss trends within the District and to formulate a plan to help reduce losses in any areas identified. Through the analysis provided by a Workers' Compensation Analyst and a Loss Control Consultant, the District will receive a detailed Workers' Compensation Benchmark Report. This report compares the District's Workers' Compensation loss trends to the 600 other school district's throughout the

state we handle Workers' Compensation. In addition, the report will identify those areas that are impacting the District's program and overall costs.

In addition, we will continue to make available our award winning training system. **Keenan SafeSchools** is web-based online training. It is incredibly dynamic and in many aspects has marked advantages over "live" training, such as time savings, increased flexibility, convenience, and most importantly safety training for your employees. All trainings are K-12 specific, not generic like other providers. There are currently 215+ online training programs focusing on E*nvironmental, Behavioral, Health, School Safety, Human Resources and Transportation* issues.

Please let me know if you have any questions.

Sincerely,

Greg Trapp

Greg Trapp
Vice President

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement)** is effective as of April 23, 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").

MANNY TAU, Psy.D.

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 threat assessment, consultation, reporting and other related services, as further described in **Exhibit A**, and

WHEREAS, Consultant is specially trained, experienced, licensed, and competent to perform the special services listed in **Exhibit A** that are required by 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 Letter of Agreement 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 $22,500.00 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 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 Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

By: _____

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

FEIN _____

GENERAL CONDITIONS

1. **Compensation and Term.**

During the course of performing this Agreement, the term of which is also stated on **Exhibit A**, Consultant shall submit to District monthly invoices for work and/or services performed during the preceding month. The invoices shall contain all necessary information to support and substantiate the request for payment. Upon receipt of a properly supported payment request, District shall pay Consultant within thirty (30) days thereof. Within thirty (30) days of completion of all the Consulting Services provided for hereunder, Consultant shall submit to District a request for final payment, together with all necessary information to support and substantiate such request for payment. Upon receipt of the properly supported final payment request, District shall make final payment to Consultant within thirty (30) days thereof. All of the foregoing is subject to the right of District to review and/or audit, including the books and records of Consultant in connection therewith.

2. **Independent Contractor.**

A. It is understood and agreed that Consultant (including Consultant's employees, agents and independent contractors) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Consultant, Consultant's employees, agents, and/or independent contractors shall not be entitled to any benefits payable to District employees. District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services provided hereunder. As an independent contractor, Consultant hereby agrees to defend, indemnify, and hold District, its employees, officers, and Board of Trustees harmless from claims by any of Consultant's employees, agents, independent contractors, or by any third party, including, but not limited to, any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. (As used herein the term "services" shall include both services and additional services as such terms are defined elsewhere in this Agreement, including attachments.)

B. It is further understood and agreed by the Parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of District relating to the designation of tasks to be performed and the results to be accomplished by the Consulting Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such tasks or results. To the extent that Consultant obtains permission to, and does, use District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness in providing Consulting Services. Except as may be specifically provided elsewhere in this Agreement, District does not require that Consultant use District facilities, equipment or support services or work in District locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed or contracted by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel, subcontractors and independent contractors, as applicable.

D. Nothing in this Agreement shall be construed as to create an exclusive relationship between District and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

3. **Licenses, Permits, Etc.**

Consultant represents and warrants to District that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Consultant to practice its profession or provide all Consulting Services under the Agreement. Consultant represents and warrants to District that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession or provide such services under this Agreement.

4. **Time.**

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's Services and obligations under this Agreement. Neither Party shall be considered in default of this Agreement, nor be entitled to additional compensation, to the extent that performance is prevented or delayed by any cause, which is beyond the reasonable control of the Party.

5. **Consultant Not Agent.**

Except as District may specify in writing, Consultant and Consultant's personnel shall have no authority, express or implied, to act on behalf of or bind District in any capacity whatsoever as an agent.

6. **Assignment Prohibited.**

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. **Consultant Information.**

A. District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.

B. All proprietary and other information received from Consultant by District, whether received in connection with Consultant's proposal to District in connection with any services or additional services performed by Consultant, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, District shall give notice to Consultant of any request for the disclosure of such information. Consultant will then have five (5) days from the date it receives such notice to enter into an agreement with District, satisfactory to legal counsel for District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by District in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

C. The Parties understand and agree that any failure by Consultant to respond or timely respond to the notice provided by District, and/or failure by Consultant to enter into or timely enter into an agreement with District, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.**

Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards and requirements set forth in this Agreement. To the extent that this Agreement does not explicitly establish standards

and/or requirements for performance of the Consulting Services, then Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature which Consultant delivers to District pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall assign only competent personnel to perform Consulting Services pursuant to this Agreement. If District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Consulting Services pursuant to this Agreement, Consultant shall remove such person(s) immediately upon receiving notice from District of the desire of District for the removal of such person(s).

9. Termination For Convenience.

District shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) calendar days written notice of such termination to Consultant. In the event District shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

A. In the event District shall terminate this Agreement for Convenience: Consultant shall promptly deliver to District copies of all information prepared pursuant to this Agreement.

B. District shall pay Consultant: (1) the hourly rates set forth in **Exhibit A** for all properly substantiated hours invoiced preceding the notice of termination; and (2) the direct costs, if any, actually incurred and/or paid by Consultant for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the Consulting Services of Consultant under this Agreement. The Parties agree that compensation payable to Consultant under a termination for convenience under this paragraph 9 is the exclusive remedy for any and all compensation and/or damages that Consultant may otherwise it contends it is entitled to and District shall not in any manner be liable for lost profits which might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Consulting Services required by this Agreement. In this regard, Consultant shall furnish to District such financial information as necessary in the judgment of District before termination, and the decision of District shall be final. The foregoing is cumulative and does not affect any right or remedy which District may have in law or equity. All monies payable by District under this paragraph are subject to the right of District to audit all requests for payment, including the books and records of Consultant in connection therewith.

10. Defense, Indemnity & Hold Harmless Obligations.

A. Nature and Extent of Obligations.

Consultant shall defend, indemnify, and hold harmless District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant, its employees, agents or independent contractors under this Agreement, including, but not limited to:

1. Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of District, Consultant, or any other person, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

2. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Consultant;

3. Alleged infringement of any patent, trademark or copyright rights which may be brought arising out of Consultant's design;
4. Consultant's failure to fulfill any of the provisions set forth in this Agreement;
5. Failure of Consultant to comply with the provisions of this Agreement relating to insurance requirements; and,
6. Any violation or infraction by Consultant of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

B. No Limitation Because of Insurance.

The defense, indemnity and hold harmless obligations set forth in paragraph 10 and elsewhere in this Agreement shall not be limited, impaired or diminished, in any way, by the insurance requirements set forth in this Agreement.

C. Broadest Indemnity Possible.

With respect to the provisions of this paragraph 10, and in general, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by District, Consultant, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible, in connection with the performance of the Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether District or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the active gross negligence or by the willful misconduct of District.

D. Defense, Indemnity, Hold Harmless and Professional Liability.

With respect to the provisions of paragraph 10.A, and specifically regarding professional liability, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant, its employees, agents and independent contractors under this Agreement arising, or alleged to have arisen, out of or in connection with the professional negligence, errors and omissions of Consultant in the performance of the Agreement.

E. Limitation.

Notwithstanding paragraphs 10.B. and 10.C., Consultant 's indemnification of District shall not include indemnification for claims which arise as the result of the active gross negligence of District or the willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant. Consultant's indemnification, hold harmless, and defense obligations toward District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct, or breaches of this Agreement by Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible in

connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void while the remaining obligations shall remain fully enforceable.

11. Equal Employment Opportunity.

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations.

To the extent applicable to the Consulting Services provided under this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination.

Consultant, with regard to the work performed by it after award and before completion of the Consulting Services provided pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of employees, agents, subcontractors or independent contractors, including contracting for procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including all procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports.

Consultant shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by District to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to District, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance.

In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, District shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to Consultant under this Agreement until Consultant complies; and/or

(2) Termination of this Agreement, in whole or in part.

F. Incorporation of Provisions.

Consultant shall include the provisions of Paragraphs 11.A. through 11.E. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as District may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant must

immediately notify District of such litigation, threatened or otherwise, and may request that District enter such litigation to protect the interests of District.

G. Consultant's Liability.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude District from taking such other actions as are available to it under any other provision of this Agreement or the law.

12. Insurance Requirements.

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 "any auto");
3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
4) Professional Liability (Errors and Omissions) insurance, including Sexual Molestation and Abuse coverage against loss due to error, omission or malpractice, unless waived in writing by District.

B. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

1) Commercial General Liability; $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.
3) Workers' Compensation and Employers; Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of $1,000,000 per accident.
4) Professional Liability (Errors and Omissions): $1,000,000 combined single limit per claim and $2,000,000 aggregate.

C. Claims-Made Forms.

If the above insurance is written on a claims-made form, it shall continue for a full three years, at a minimum, following the final completion of the Consulting Services under this Agreement. Such insurance shall have a retroactive date of placement before or coinciding with the effective date of this Agreement.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the District.

E. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain the following provisions:

1) **General Liability and Automobile Liability Coverages**:

a) Consultant's insurance coverage shall be primary insurance with respect to District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers,

board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

b) District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to District, its officers, board members, officials, employees, agents or volunteers.

c) Failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officers, board members, officials, employees, agents and volunteers.

d) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2) **All Coverages:**

Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to District. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to District and District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to District and District approves such increase. Insurance is to be placed with insurers with a Best's rating of no less than A. This requirement may however, be waived in individual cases for Errors and Omissions Coverages only, provided however, that in no event will a carrier with a rating of B or lower be acceptable.

F. Self-Insured Entities.

District may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Consultant agrees that it will defend and indemnify District, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Consultant or any other self-insured person or entity, and that it will treat District, including its officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as Consultant or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering District for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.

G. Evidence of Insurance.

Before starting to provide any Consulting Services under this Agreement, Consultant shall provide District with certificates of insurance and/or executed endorsements, as District may require, evidencing compliance with this section. On request, Consultant shall furnish copies of any and/or all of the required insurance policies.

13. Access to Work Product.

Duly authorized representatives of District shall have right of access to Consultant's technical plans, files, and records, relating to the project, and may review the work at appropriate stages during performance of, and/or after the completion of, the Consulting Services.

14. Compliance with Laws.

Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of the Consulting Services under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

15. Integration.

Along with **Exhibit A** which is incorporated herein, this is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the Parties. The Parties have each been represented by legal counsel regarding the negotiation and execution of this Agreement and it shall be read as a whole, integrated agreement.

16. Conflict.

In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of **Exhibit A**, or any other document included herein, the provisions of this Agreement shall govern.

17. Notices.

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are stated in the agreement. Each Party shall promptly notify the other Party of any changes to its address, telephone number, or any other contact information.

18. Survival.

Unless otherwise specifically provided, certain covenants herein shall survive termination of this Agreement.

19. Captions, Index.

The captions and the index of this Agreement shall have no effect on its interpretation.

20. Singular and Plural.

Where required by the context of this Agreement, the singular shall include the plural and vice-versa.

21. Severability.

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

22. Work Days.

All reference to days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.

23. Independent Contractor.

Consultant is an independent contractor and is not a joint venture, partner, agent or employee of District.

24. No Use of Mark or Name.

Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.

25. Amendments, Etc.

None of the terms, conditions, and provisions, of this Agreement may be amended, changed, modified, waived, canceled, or altered, in any way, orally or otherwise, except: (1) in writing; (2) signed by the parties hereto; (3) specifying such amendment, change, modification, waiver, cancellation, or alteration; and most importantly, (4) approved by District's Board of Trustees by way of a formal Resolution or evidenced in the minutes of a valid board meeting. A waiver of any breach of this Agreement shall not be deemed a waiver of any preceding or subsequent breach, whether similar or dissimilar. The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

26. Entire Agreement.

This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 25, is intended to be a fully integrated agreement and contains all the agreements of the parties hereto. It supersedes all other written or oral agreements. The parties acknowledge that at all times in the negotiation and execution of this Agreement that they have each been represented by their own independently selected legal counsel.

27. Attorney's Fees.

In any action brought by either party to enforce the terms of this Agreement, the parties shall bear their own attorney's fees and costs.

28. Consultant's Employees.

Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

29. Mandatory Claims Process.

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

A. Initial Review and Evaluation of a Claim.

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

B. Expedited Mediation.

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

C. Expedited Arbitration.

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other

party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an arbitrators; or (2) if none of the proposed arbitrators are acceptable, then that party shall send an alternative list of four recognized arbitrators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select an arbitrator; or (2) if none of the arbitrators listed are acceptable, then notify the other party of that fact. The arbitrators shall be from either JAMS, ADR Services, or the American Arbitration Association. If the foregoing process does not result in the selection of an arbitrator, then the proponent of the claim shall notify one of the foregoing three alternative dispute resolution services and that service shall select an arbitrator. The arbitration shall take place and be concluded within forty five (45) days of the selection of an arbitrator and shall not take more than two (2) full day sessions with the time of the arbitration being divided equally between the parties. The arbitrator's decision must be based on admissible facts. "Admissible Facts" are defined as facts that would be admissible in court under the California Rules of Evidence. The arbitrator's decision must also be based upon applicable law. The arbitrator does not have the power or discretion to fashion any remedy on the contact that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 29 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

30. <u>No Limitations on Consultant Liability</u>.

Notwithstanding any express or implied language to the contrary in **Exhibits A** and **B** or any other document attached hereto and incorporated herein, there shall be no limits on District's ability to recover damages from Consultant in the event of any claim, action, lawsuit, or other legal action by District against Consultant, and any language purporting to impose limits on recovery of damages is null and void, and of no effect, including any language purporting to increase liability for damages in exchange for additional payment or compensation to Consultant.

31. <u>Successors in Interest</u>.

This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

[remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

***All checked items must be provided.**

✓ NPA Certification
✓ Professional License to Practice
Certificates of Insurance ✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04 Either form **must be accompanied** by Form CG 20 37 07 04 OR ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District. ✓ 2. Business Auto Liability Insurance ✓ 3. Workers' Compensation and Employers Liability Insurance Refer to Article 12. INSURANCE REQUIREMENTS
✓ Certification by Contractor Criminal Records Check
✓ W-9
Live Scan (District requires DOJ and FBI clearance)
✓ TB Test
✓ Conflict of Interest Form

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949.492.9553 (FAX)
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LETTER OF AGREEMENT

SERVICE	FEE
Threat Assessment Consultation & Report	$300.00/hour
Active Threat Management/Case Management - Executive Protection/Surveillance/Armed Personnel	$300.00/hour -additional variable charges
Assisted-Termination Services	$300.00/hour (2-hour minimum)
Research & Records Review	$300.00/hour
Deposition Review/Preparation	$300.00/hour
Deposition – Half Day (minimum) Deposition – Full Day	$2,000.00 $3,500.00
Trial Preparation	$300.00/hour (4-hour minimum)
Trial Consultant/Expert Testimony – Half Day (minimum) Trial Consultant/Expert Testimony – Full Day	$2,000.00 $3,500.00
Presentation/Seminar/Training	Variable rates
Travel and Lodging Expenses	Current rates

~~$3,500.00 retainer fee payable prior to services rendered~~. No liens accepted. Forty-eight (48) hour cancellation policy. Fifty percent (50%) of agreed upon fees will be charged for cancellations without rescheduling within this time period. Outstanding balances – invoices are payable upon receipt. Credit – payment to client sent out within seventy-two (72) hours after completion of services.

This Letter of Agreement confirms my agreement concerning fee schedule and services provided by Manny Tau, Psy.D. I understand that Manny Tau, Psy.D, will keep any information about my case confidential. I agree to the terms stated on this Letter of Agreement. I hereby represent that I have the authority to enter this Letter of Agreement on behalf of my company. I acknowledge that this Letter of Agreement constitutes a binding contract with Manny Tau, Psy.D.

Please sign and fill out the information below, indicating you or your company's acceptance of this Letter of Agreement and its terms. Return this original copy along with a check payable to: Manny Tau, Psy.D., 300 S. El Camino Real, Suite 218, San Clemente, CA 92672

Signature of Client or Attorney or Designated Representative _____ Date _____

Print Name and Name of Company _____

Address _____ Phone _____

Address _____ FAX _____

City, State, Zip _____ Email _____

Contract No. FSA

1415196

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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 23 day of April 2015, by and between KYA Surfacing LLC, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed $ 15,000.00 NOT TO EXCEED the following:
   Safety inspections, maintenance, and repairs to scoreboard systems, message board systems, bleachers, backstops and sport equipment

2. The term of the Contract shall begin on 1/1/2015 and end 6/30/2015.

3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.

4. Inspection shall be performed by the Director, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.

5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.

6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- [x] W-9 Request for Taxpayer Identification Number and Certification
- [ ] Quote/Proposal, dated _____
- [x] Plans and Specifications/Scope of Work
- [x] Worker's Compensation Certificate
- [ ] Purchase Order Number _____
- [x] Liability Insurance Certificate
- [x] Guarantee
- [x] Certification by Contractor of Criminal Records Check
- [x] Contractor's Certificate Regarding Non-Asbestos Containing Materials
- [ ] Payment Bond $_____
- [ ] Faithful Performance Bond $_____
- [x] California State Contractor's License Number _____
- [x] Drug-Free Workplace Certification
- [x] Tobacco Use Policy
- [x] DIR Registrations No. _____
- [x] Compliance with Safety Regulations
- [x] Other Fee Schedule

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

CAPISTRANO UNIFIED SCHOOL DISTRICT	CONTRACTOR:
By: _____ Signature	By: _____ Signature
Lynh N. Rust Print Name	_____ Print Name
Executive Director, Contracts & Purchasing Title	_____ Title
	_____ Contractor's License No.
	_____ Tax ID/Social Security No.
	(Corporate Seal, if Incorporated)

FEE SCHEDULE
PERIOD: 7/1/2014 to 6/30/2015

COMPANY NAME: KYA SERVICES LLC

REP NAME: ANDREA IVEY

E-MAIL ADDRESS: ANDREA@KYASERVICES.COM

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

PER QUOTE

HOURLY RATE:

Description or Classification	Dollar ($) Amount
DEGREASER INSPECTION	$106.25

PARTS PERCENTAGE MARK-UP:

25%

ANY ADDITIONAL CHARGES:

NO

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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 23 day of April 2015, by and between Revel Environmental Manufacturing, Incoporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed $41,541.60 the following:
   San Juan Hills High School and Education Center - Storm drain clean out and filter replacement. Yearly inspection and maintenace of the Triton catch basin filters and interceptors

2. The term of the Contract shall begin on 2/1/2015 and end Upon completion.

3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.

4. Inspection shall be performed by the Director, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.

5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.

6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- [x] W-9 Request for Taxpayer Identification Number and Certification
- [x] Quote/Proposal, dated 1/22/2015
- [ ] Plans and Specifications/Scope of Work
- [x] Worker's Compensation Certificate
- [ ] Purchase Order Number _____
- [x] Liability Insurance Certificate
- [x] Guarantee
- [x] Certification by Contractor of Criminal Records Check
- [x] Contractor's Certificate Regarding Non-Asbestos Containing Materials
- [ ] Payment Bond $_____
- [ ] Faithful Performance Bond $_____
- [x] California State Contractor's License Number _____
- [x] Drug-Free Workplace Certification
- [x] Tobacco Use Policy
- [x] DIR Registrations No. _____
- [x] Compliance with Safety Regulations
- [ ] Other _____

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

CAPISTRANO UNIFIED SCHOOL DISTRICT	CONTRACTOR:
By: _____ Signature	By: _____ Signature
Lynh N. Rust Print Name	_____ Print Name
Executive Director, Contracts & Purchasing Title	_____ Title
	_____ Contractor's License No.
	_____ Tax ID/Social Security No.
	(Corporate Seal, if Incorporated)

Exhibit A

Revel Environmental Manufacturing, Inc.

960 - B Detroit Ave.
Concord, CA 94518

ESTIMATE

DATE	ESTIMATE NO.
1/22/2015	8491

Name / Address
Capistrano Unified School District Ben Dewees 32972 Calle Perfecto San Juan Capistrano, Ca 92675

Project / Location
San Juan Hills High 29211 Vista Montana San Juan Capistrano Ca

P.O. NUMBER	TERMS	Date	REP
		1/22/2015	BM

ITEM CODE	DESCRIPTION	QUANTITY	COST	TOTAL
Interceptor Insp. ...	Site Interceptor Inspection and O&M Service. Model: Stormceptor STC 2400 Resources: Blower assisted vac truck with 2 man crew, 20 yard roll off bin and rocket launcher truck service, utility truck with roll off ramps and operator , power washer, traffic devices, permited confined space entry equipment and procedures as needed. Scope of work: Complete interceptor vault pump down and power wash, manifested disposal of approximately 11 yrds of stormwater debris, installation of dated service tags, detailed customer compliance service report.	1	7,148.00	7,148.00
Comment	Labor rates are registered DIR prevailing wage. Customer to approve on-site temporary location for debris roll off bin		0.00	0.00

1/26/15

If you have any questions regarding this quote, please don't hesitate to call.

Subtotal	$7,148.00
Sales Tax (8.0%)	$0.00
TOTAL	$7,148.00

Revel Environmental Manufacturing Inc.
sales@remfilters.com (888) 526-4736 Lic. No. 857410

REM
www.remfilters.com

Northern California
960-B Detroit Avenue
Concord, California 94518
P: (925) 676-4736
F: (925) 676-8676

Southern California
2110 South Grand Avenue
Santa Ana, California 92705
P: (714) 557-2676
F: (714) 557-2679

ESTIMATE

DATE	ESTIMATE NO.
1/22/2015	8492

Name / Address	Project Location
Capistrano Unified School District Ben Dewees 32972 Calle Perfecto San Juan Capistrano, Ca 92675	San Juan Hills High 29211 Vista Montana San Juan Capistrano Ca

P.O. NUMBER	TERMS	REP	Ship Via
		BM	

ITEM CODE	DESCRIPTION	QUANTITY	COST	TOTAL
TR1212	12" X 12" TRITON Catch Basin Filter Insert. (H.D.P.E. High Density Polyethylene) (Configured with a TR6.5(4)FOG Cartridge Media System)	1	224.00	224.00T
TR1818	18" X 18" TRITON Catch Basin Filter Insert. (H.D.P.E. High Density Polyethylene) (Configured with a TR10(8)FOG Cartridge Media System)	7	288.00	2,016.00T
TR1818 - Low	18" X 18" TRITON Catch Basin Filter Insert. (H.D.P.E. High Density Polyethylene) (Requires: (1) 10.5" TRITON Cartridge, included) (For low profile catch basins)	5	298.00	1,490.00T
TR1818	18" X 18" TRITON Catch Basin Filter Insert. (TOP Hat Series) (H.D.P.E. High Density Polyethylene) (Configured with a TR10(8)FOG Cartridge Media System)	4	298.00	1,192.00T
TR24SR	24" Square to Round TRITON Catch Basin Filter Insert. Appropriate for both 24" X 24" Square and Square to Round Catch Basins (H.D.P.E. High Density Polyethylene) (Configured with a TR14(8)FOG Cartridge Media System)	1	353.00	353.00T

	Subtotal
	Sales Tax (8.0%)
	TOTAL

To confirm and place order, please sign and return via fax to (714) 557-2679

Date::_____ PO#:_____

By (printed name):_____

Title:_____

Signature:_____

Revel Environmental Manufacturing Inc.
sales@remfilters.com (888) 526-4736 Lic. No. 857410

REM
www.remfilters.com

Northern California
960-B Detroit Avenue
Concord, California 94518
P: (925) 676-4736
F: (925) 676-8676

Southern California
2110 South Grand Avenue
Santa Ana, California 92705
P: (714) 557-2676
F: (714) 557-2679

ESTIMATE

DATE	ESTIMATE NO.
1/22/2015	8492

Name / Address	Project Location
Capistrano Unified School District Ben Dewees 32972 Calle Perfecto San Juan Capistrano, Ca 92675	San Juan Hills High 29211 Vista Montana San Juan Capistrano Ca

P.O. NUMBER	TERMS	REP	Ship Via
		BM	

ITEM CODE	DESCRIPTION	QUANTITY	COST	TOTAL
TR2424-TH	24" X 24" TRITON "TOP HAT" (TH) Catch Basin Filter Insert. (H.D.P.E. High Density Polyethylene) (Configured with a TR14(8)FOG Cartridge Media System)	4	353.00	1,412.00T
TT2	4" wide X 3" tall Inline Trench Filter. (With BFTG solids media pack) (Non-reactive High Density Polyethylene (HDPE) plastic construction, with Type 304 Stainless steel perforation. (Used in channel trench drains to remove: Sand/silt, floatables and hydrocarbons)	20	98.00	1,960.00T
TRC3.5	(3.5') TRITON Curb Inlet Filter.	4	328.00	1,312.00T
TRC7.0	(7.0') TRITON Curb Inlet Filter.	5	475.00	2,375.00T
TRC10.0	(10.0') TRITON Curb Inlet Filter.	1	708.00	708.00T
TRC14.0	(14.0') TRITON Curb Inlet Filter.	1	950.00	950.00T
Installation Chg	Furnish and Install Model: All models above	1	2,112.00	2,112.00

1/26/15

Subtotal	$16,104.00
Sales Tax (8.0%)	$1,119.36
TOTAL	$17,223.36

To confirm and place order, please sign and return via fax to (714) 557-2679

Date::_____ PO#:_____

By (printed name):_____

Title:_____

Signature:_____

Revel Environmental Manufacturing Inc.
2110 South Grand Ave.
Santa Ana, California 92705
sales@remfilters.com
www.remfilters.com
Phone (888) 526 4736
Phone (714) 557-2676
Fax (714) 557-2679
Lic. No. 857410

January 22, 2015

Capistrano Unified School District
Mr. Ben Dewees
32972 Calle Perfecto
San Juan Capistrano Ca 92675

SUBJECT: Proposal for Operation & Maintenance (O&M) of the 9 (ea) TRITON Stormwater Catch Basin Filters and 2 (ea) CDS stormwater interceptors installed at **San Juan Hills High School 29211 Vista Montana, San Juan Capistrano Ca.**

Dear Ben:

Thank you for the opportunity to provide a proposal for the Operation & Maintenance of the stormwater BMP's.

TRITON Stormwater Catch Basin Filters O&M – 34 Units

Performed two (2X) per year – once in the fall before the rainy season, once during the early spring.

Scope of work performed:

- Remove and dispose of all captured debris and material in accordance to all laws and regulations. (Materials are disposed of at a Class II Hazardous Materials facility.)
- Vacuum and power wash filters at each service visit.
- Inspect each filter for system operation.
- Replace and recharge filter media as necessary. Spent "FOG" media shall be manifested and recycled at a Cal EPA approved recycle facility.
- Attach a bright yellow Dated Service Lock-out Tag to each catch basin after the service is completed. The "date" corresponds to a REM Service Report.
- Provide a Service Compliance Report after each visit indicating the specific work that was performed, debris capacity of each filter, and any observed stormwater compliance issues.
- REM archives all Compliance Reports to assist owner with regulatory inspections.
- REM warrants TRITON Filters an additional **Five** years beyond the one year standard product warranty at **no additional charge**. Warranty will be extended for each year of 2x/year service

The work shall be scheduled and performed at **$58/Filter two times per year**.

Interceptor Inspection Service -

1 (ea) Stormceptor – Storm Water Interceptor Model STC 2400

Inspection Costs - $195.00 per unit each visit ($390 Total Annual Cost). Performed two times (2X) per year. ***Additional costs for vault pump-out services are quoted as needed determined by inspections and performed only after approval from customer.**

Service includes:

- Assessment of overall device operational effectiveness in accordance with manufacture's specifications.
- Visual inspection of internal components (cartridges, manifolds, screens, weirs, and gates) for damages or defects.
- Measurement of vault/chamber water and sediment level accumulation.
- Checking water clarity and assessment of hydrocarbon buildup.
- Removal of surface debris and floating trash accumulation.
- Inspection of cartridge media debris/saturation levels
- Dated REM service Lock-out Tag attached to manhole cover or ladder rung.
- Full 3rd Party Compliance Reporting provided for municipal inspection and tracking.

Cost Summary:

Annual Services Provided	**Total Cost**
Complete Filter Maintenance (34 units x $58/ filter) x 2/yr	$3944.00
Debris Removal & Disposal	Included
Media Recharge & Recycle	Included
Extended Filter Warranty (REM Triton Filters)	Included
Interceptor Inspection/Service (1 unit x $195 x 2/yr)	$390.00
Dated Lock-out Service Tags	Included
3rd Party Reporting & Archiving	Included
Total Annual Cost	**$4334.00**
***Additional costs for vault pump-out services are quoted as needed determined by inspections and performed only after approval from customer.**	

2110 S. Grand Ave. Santa Ana Ca 92705 PH: (714) 557-2676 FAX: (714) 557-2679

Site Location: **33122 Valle Road, San Juan Capistrano Ca**

Contact Ref: Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano Ca 92675

Mr. Ben Dewees (949) 234-9540 bndewees@capouud.org

Service Dates: **August/October - O&M Service**
February/April - O&M Service

Estimate Date: January 22,2014 (Estimate valid for 60 days)

The Terms and Conditions attached constitute a part of this agreement.

This agreement is hereby accepted:

BY: 1/26/15 DATE:_____
Property Owner Authorized Signature

BY:_____ DATE:_____
REM Inc. Authorized Signature

REM
www.remfilters.com

Revel Environmental Manufacturing Inc.
sales@remfilters.com (888) 526-4736 Tic. No. 857110

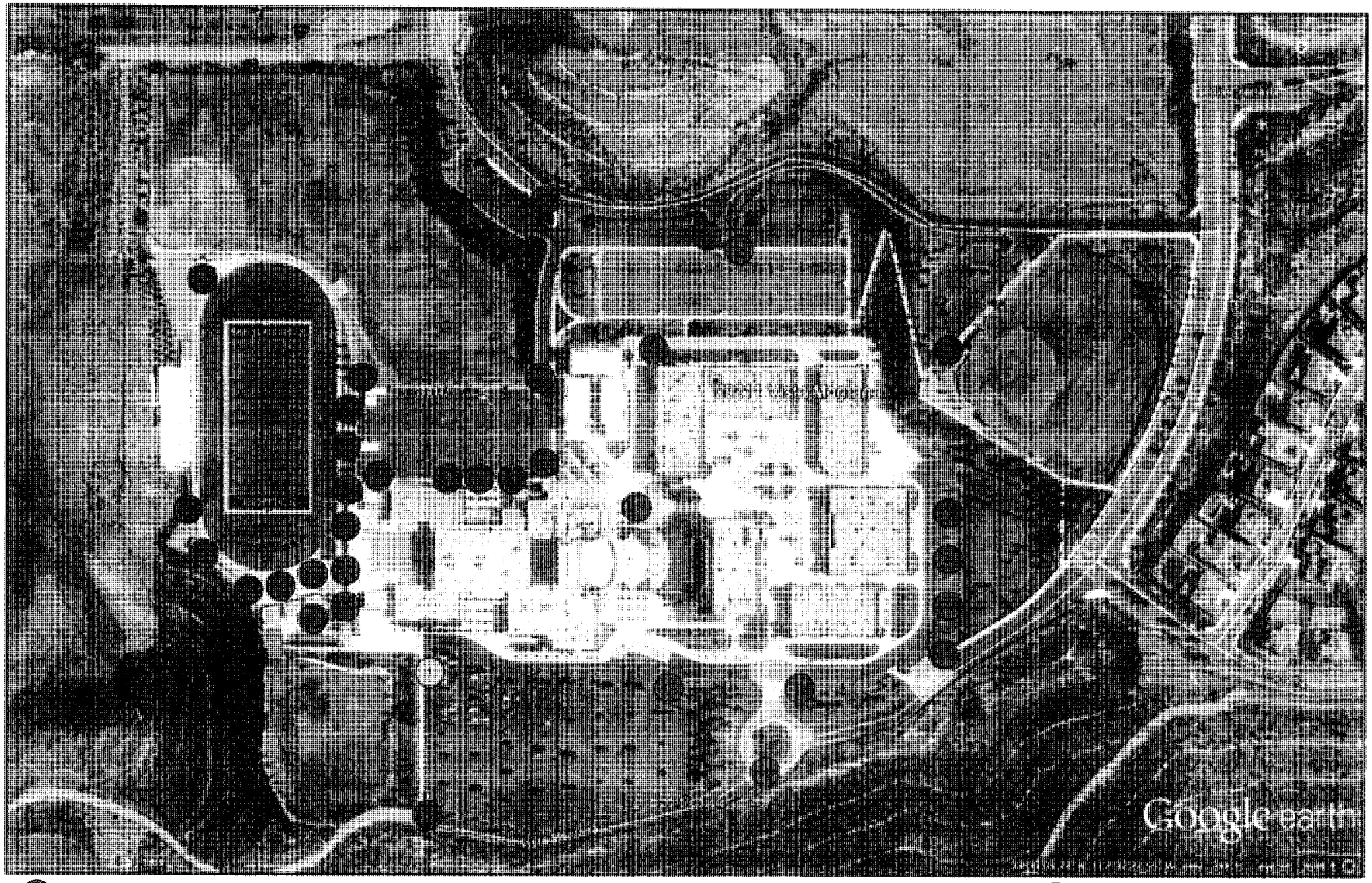
Northern California
960-B Detroit Avenue
Concord, California 94518
P: (925) 676-4736
F: (925) 676-8676

Southern California
2110 South Grand Avenue
Santa Ana, California 92705
P: (714) 857-2676
F: (714) 857-2679

REM Inc. – Stormwater BMP Site Map

Capistrano Unified Schoold District

San Juan Hills High School
29211 Vista Montana
San Juan Capistrano Ca



● - TRITON Catch Basin Filter Insert Location

○ - Stormceptor Location

Revel Environmental Manufacturing Inc.
sales@remfilters.com (888) 526-4736 Lic. No. 857410

REM
www.remfilters.com

Northern California
960-B Detroit Avenue
Concord, California 94518
P: (925) 676-4736
F: (925) 676-8676

Southern California
2110 South Grand Avenue
Santa Ana, California 92705
P: (714) 557-2676
F: (714) 557-2679

ESTIMATE

DATE	ESTIMATE NO.
1/22/2015	8493

Name / Address
Capistrano Unified School District Ben Dewees 32972 Calle Perfecto San Juan Capistrano, Ca 92675

Project Location
Educaton Center 33122 Valle Rd San Juan Capistrano Ca

P.O. NUMBER	TERMS	REP	Ship Via
		BM	

ITEM CODE	DESCRIPTION	QUANTITY	COST	TOTAL
One Time Service	This represent a one-time service call on the TRITON catch basin filter inserts located at the above "Project" address. Price includes vacuum truck service, powerwash and media pack exchanges. Please see service agreement for complete service program details.	9	72.00	648.00
TR2436	24" X 36" TRITON Catch Basin Filter Insert. (H.D.P.E. High Density Polyethylene) (Configured with a TR14(16)FOG Cartridge Media System) (Price includes delivery and installation with one time service listed above)	2	489.00	978.00T

Subtotal	$1,626.00
Sales Tax (8.0%)	$78.24
TOTAL	$1,704.24

To confirm and place order, please sign and return via fax to (714) 557-2679

Date:_____ PO#:_____

By (printed name):_____

Title:_____

Signature:_____

Revel Environmental Manufacturing, Inc.

960 - B Detroit Ave.
Concord, CA 94518

ESTIMATE

DATE	ESTIMATE NO.
1/22/2015	8494

Name / Address
Capistrano Unified School District Ben Dewees 32972 Calle Perfecto San Juan Capistrano, Ca 92675

Project / Location
Education Center 29211 Vista Montana San Juan Capistrano Ca

P.O. NUMBER	TERMS	Date	REP
		1/22/2015	BM

ITEM CODE	DESCRIPTION	QUANTITY	COST	TOTAL
Interceptor Insp. ...	Site Interceptor Inspection and O&M Service. 2 (ea) Units: 1 (ea) Contech Model CDS 2020 1 (ea) Conech Model CDS 4030 Resources: Blower assisted vac truck with 2 man crew, 20 yard roll off bin and rocket launcher truck service, utility truck with roll off ramps and operator , power washer, traffic devices, permited confined space entry equipment and procedures as needed. Scope of work: Complete interceptor vault pump down and power wash, manifested disposal of approximately 9.5 yrds of stormwater debris, installation of dated service tags, detailed customer compliance service report.	1	9,236.00	9,236.00
Comment	Labor rates are registered DIR prevailing wage. Customer to approve on-site temporary location for debris roll off bin 1/23/15		0.00	0.00

If you have any questions regarding this quote, please don't hesitate to call

Subtotal	$9,236.00
Sales Tax (8.0%)	$0.00
TOTAL	$9,236.00

160

Revel Environmental Manufacturing Inc.
2110 South Grand Ave.
Santa Ana, California 92705
sales@remfilters.com
www.remfilters.com
Phone (888) 526 4736
Phone (714) 557-2676
Fax (714) 557-2679
Lic. No. 857410

January 22, 2015

Capistrano Unified School District
Mr. Ben Dewees
32972 Calle Perfecto
San Juan Capistrano Ca 92675

SUBJECT: Proposal for Operation & Maintenance (O&M) of the 9 (ea) TRITON Stormwater Catch Basin Filters and 2 (ea) CDS stormwater interceptors installed at **33122 Valle Road, San Juan Capistrano Ca.**

Dear Ben:

Thank you for the opportunity to provide a proposal for the Operation & Maintenance of the stormwater BMP's.

TRITON Stormwater Catch Basin Filters O&M – 9 Units

Performed two (2X) per year – once in the fall before the rainy season, once during the early spring.

Scope of work performed:

- Remove and dispose of all captured debris and material in accordance to all laws and regulations. (Materials are disposed of at a Class II Hazardous Materials facility.)
- Vacuum and power wash filters at each service visit.
- Inspect each filter for system operation.
- Replace and recharge filter media as necessary. Spent "FOG" media shall be manifested and recycled at a Cal EPA approved recycle facility.
- Attach a bright yellow Dated Service Lock-out Tag to each catch basin after the service is completed. The "date" corresponds to a REM Service Report.
- Provide a Service Compliance Report after each visit indicating the specific work that was performed, debris capacity of each filter, and any observed stormwater compliance issues.
- REM archives all Compliance Reports to assist owner with regulatory inspections.
- REM warrants TRITON Filters an additional **Five** years beyond the one year standard product warranty at **no additional charge**. Warranty will be extended for each year of 2x/year service

The work shall be scheduled and performed at **$62/Filter two times per year**.

Interceptor Inspection Service -

2 (ea) Contech CDS – Storm Water Interceptor CDS Models 2020 & 4030

Inspection Costs - $195.00 per unit each visit ($390 Total Annual Cost). Performed two times (2X) per year. ***Additional costs for vault pump-out services are quoted as needed determined by inspections and performed only after approval from customer.**

Service includes:

- Assessment of overall device operational effectiveness in accordance with manufacture's specifications.
- Visual inspection of internal components (cartridges, manifolds, screens, weirs, and gates) for damages or defects.
- Measurement of vault/chamber water and sediment level accumulation.
- Checking water clarity and assessment of hydrocarbon buildup.
- Removal of surface debris and floating trash accumulation.
- Inspection of cartridge media debris/saturation levels
- Dated REM service Lock-out Tag attached to manhole cover or ladder rung.
- Full 3rd Party Compliance Reporting provided for municipal inspection and tracking.

Cost Summary:

Annual Services Provided	**Total Cost**
Complete Filter Maintenance (9 units x $62/ filter) x 2/yr	$1116.00
Debris Removal & Disposal	Included
Media Recharge & Recycle	Included
Extended Filter Warranty (REM Triton Filters)	Included
Interceptor Inspection/Service (2 unit x $195 x 2/yr)	$780.00
Dated Lock-out Service Tags	Included
3rd Party Reporting & Archiving	Included
Total Annual Cost	**$1896.00**
***Additional costs for vault pump-out services are quoted as needed determined by inspections and performed only after approval from customer.**	

2110 S. Grand Ave. Santa Ana CA 92705 PH: (714) 557-2676 FAX: (714) 557-2679

Site Location: **33122 Valle Road, San Juan Capistrano Ca**

Contact Ref: Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano Ca 92675

Mr. Ben Dewees (949) 234-9540 bndewees@capouud.org

Service Dates: **August/October - O&M Service**
February/April - O&M Service

Estimate Date: January 22,2014 (Estimate valid for 60 days)

The Terms and Conditions attached constitute a part of this agreement.

This agreement is hereby accepted:

BY:_____ DATE:_____
Property Owner Authorized Signature

BY:_____ DATE:_____
REM Inc. Authorized Signature

REM
www.remfilters.com

Revel Environmental Manufacturing Inc.
sales@remfilters.com (888) 526-1736 Lic. No. 857710

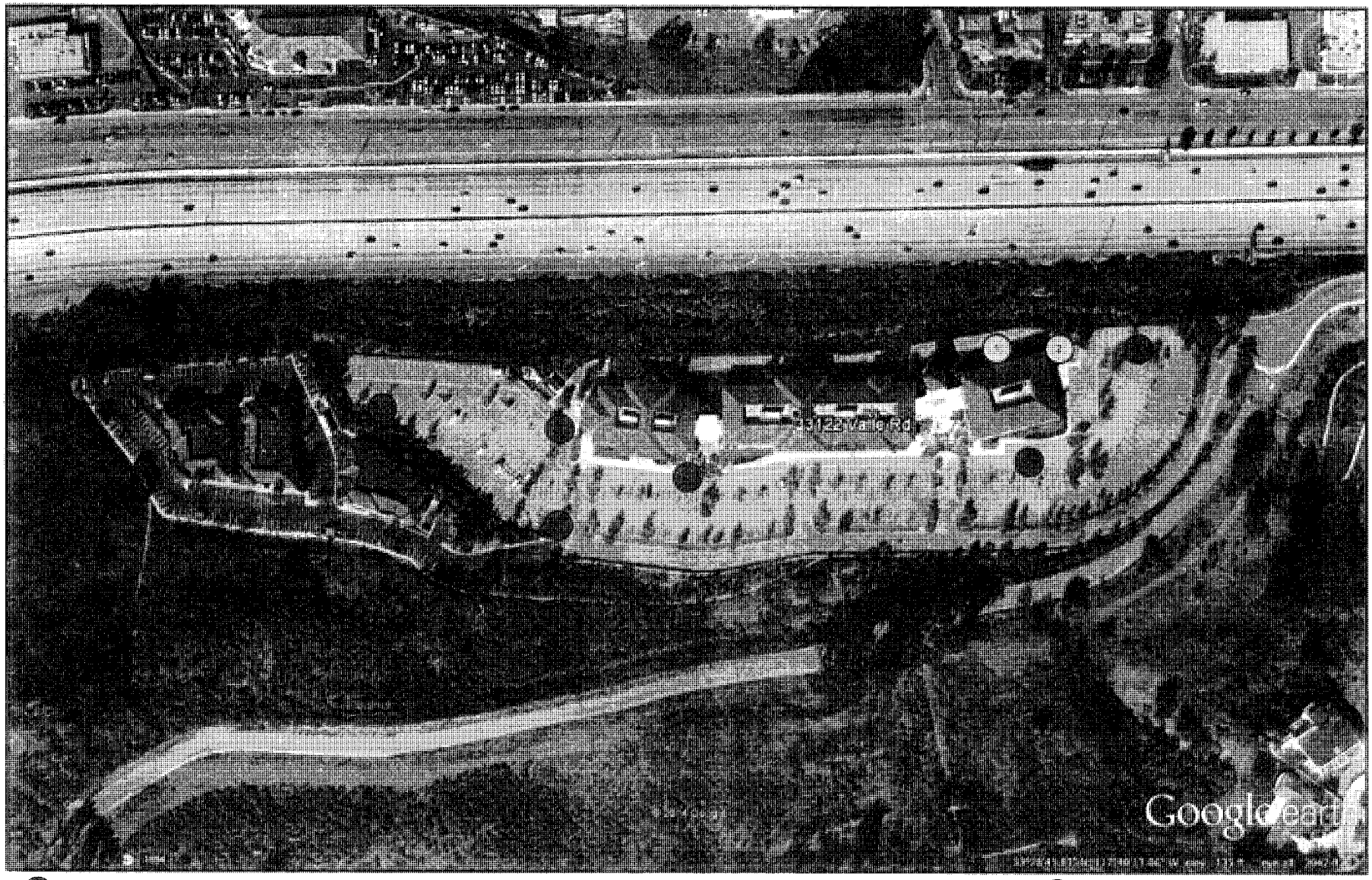
Northern California
960-B Detroit Avenue
Concord, California 94518
P: (925) 676-4736
F: (925) 676-8676

Southern California
2410 South Grand Avenue
Santa Ana, California 92705
P: (714) 557-2676
F: (714) 557-2679

REM Inc. – Stormwater BMP Site Map

Capistrano Unified Schoold District

Education Center
33122 Valle Rd
San Juan Capistrano Ca



● - TRITON Catch Basin Filter Insert Location

○ - CDS Location

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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 23 day of April 2015, by and between Seaside Heating & Air Conditioning, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed $7,000 the following:
   Dana Hills High School - service HVAC system AH1-3 and 5

2. The term of the Contract shall begin on 2/1/2015 and end Upon completion of work.

3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.

4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.

5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.

6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- [x] W-9 Request for Taxpayer Identification Number and Certification
- [x] Quote/Proposal, dated 1/6/2015
- [ ] Plans and Specifications/Scope of Work
- [x] Worker's Compensation Certificate
- [ ] Purchase Order Number _____
- [ ] Liability Insurance Certificate
- [x] Guarantee
- [x] Certification by Contractor of Criminal Records Check
- [x] Contractor's Certificate Regarding Non-Asbestos Containing Materials
- [ ] Payment Bond $_____
- [ ] Faithful Performance Bond $_____
- [x] California State Contractor's License Number _____
- [x] Drug-Free Workplace Certification
- [x] Tobacco Use Policy
- [x] DIR Registrations No. _____
- [x] Compliance with Safety Regulations
- [ ] Other _____

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

CAPISTRANO UNIFIED SCHOOL DISTRICT	CONTRACTOR:
By: _____ Signature	By: _____ Signature
Lynh N. Rust Print Name	_____ Print Name
Executive Director, Contracts & Purchasing Title	_____ Title
	_____ Contractor's License No.
	_____ Tax ID/Social Security No.
	(Corporate Seal, if Incorporated)

Seaside
HEATING & AIR CONDITIONING

Proposal

Date	Proposal #
1/6/2015	1534

1359 Rocky Point Dr.
Oceanside, CA 92056

Phone #	Fax #
760-643-1100	760-842-5642

Lic. #790514

Job Location
33333 Golden Lantern Dana Point, California 92629

Capistrano Unified School District
33333 Golden Lantern
Dana Point, CA. 92629

Rep
JS

Description	Total
Estimate to service AH1-3 and 5. Estimate includes Servicing these units replacing belts as needed and grease all the beatings. Equipment will be checked for proper operation. Condenser and evaporator coils will be cleaned. The chiller and boiler will be checked. The pumps will be lubed and checked. All motors will be amped and logged.	
Total Service	7,000.00
Unforeseen Repairs	3,000.00
Sales Tax	0.00

PURCHASER'S ACCEPTANCE:

By:_____ **Date:**_____

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement)** is effective as of April 23, 2014 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").

SYLVIA RODRIGUEZ WITT

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 speech language assessment services, as further 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, according to the rates specified on the Rate Sheet of **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 $1,120.00 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 March 18, 2015, and ending 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.

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

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

DISTRICT	**CONSULTANT**
By: _____	Signature: _____
Name: Lynh N. Rust	Name: _____
Title: Executive Director, Contracts & Purchasing	Title: _____
Board Approval Date: _____	Address: _____
	_____
	Email Address: _____

FEIN _____

GENERAL CONDITIONS

1. **Compensation and Term.**

During the course of performing this Agreement, Consultant shall submit to District monthly invoices for work and/or services performed during the preceding month. The invoices shall contain all necessary information to support and substantiate the request for payment. Upon receipt of a properly supported payment request, District shall pay Consultant within thirty (30) days thereof. Within thirty (30) days of completion of all the Consulting Services provided for hereunder, Consultant shall submit to District a request for final payment, together with all necessary information to support and substantiate such request for payment. Upon receipt of the properly supported final payment request, District shall make final payment to Consultant within thirty (30) days thereof. All of the foregoing is subject to the right of District to review and/or audit, including the books and records of Consultant in connection therewith.

2. **Independent Contractor.**

A. It is understood and agreed that Consultant (including Consultant's employees, agents and independent contractors) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Consultant, Consultant's employees, agents, and/or independent contractors shall not be entitled to any benefits payable to District employees. District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services provided hereunder. As an independent contractor, Consultant hereby agrees to defend, indemnify, and hold District, its employees, officers, and Board of Trustees harmless from claims by any of Consultant's employees, agents, independent contractors, or by any third party, including, but not limited to, any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. (As used herein the term "services" shall include both services and additional services as such terms are defined elsewhere in this Agreement, including attachments.)

B. It is further understood and agreed by the Parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of District relating to the designation of tasks to be performed and the results to be accomplished by the Consulting Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such tasks or results. To the extent that Consultant obtains permission to, and does, use District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness in providing Consulting Services. Except as may be specifically provided elsewhere in this Agreement, District does not require that Consultant use District facilities, equipment or support services or work in District locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed or contracted by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further

understood and agreed that Consultant shall issue W-2 or 1099 forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel, subcontractors and independent contractors, as applicable.

D. Nothing in this Agreement shall be construed as to create an exclusive relationship between District and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

3. Licenses, Permits, Etc.

Consultant represents and warrants to District that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature legally required for Consultant to practice its profession or provide all Consulting Services under the Agreement. Consultant represents and warrants to District that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession or provide such services under this Agreement.

4. Time.

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's Services and obligations under this Agreement. Neither Party shall be considered in default of this Agreement, nor be entitled to additional compensation, to the extent that performance is prevented or delayed by any cause, which is beyond the reasonable control of the Party.

5. Consultant Not Agent.

Except as District may specify in writing, Consultant and Consultant's personnel shall have no authority, express or implied, to act on behalf of or bind District in any capacity whatsoever as an agent.

6. Assignment Prohibited.

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

7. Consultant Information.

A. District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.

B. All proprietary and other information received from Consultant by District, whether received in connection with Consultant's proposal to District in connection with any services or additional services performed by Consultant, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, District shall give notice to Consultant of any request for the disclosure of such information. Consultant will then have five (5) days from the date it receives such notice to enter into an agreement with District, satisfactory to legal counsel for District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by District in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

C. The Parties understand and agree that any failure by Consultant to respond or timely respond to the notice provided by District, and/or failure by Consultant to enter into or timely enter into an agreement with District, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance.

Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards and requirements set forth in this Agreement. To the extent that this Agreement does not explicitly establish standards and/or requirements for performance of the Consulting Services, then Consultant shall perform all Consulting Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature which Consultant delivers to District pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall assign only competent personnel to perform Consulting Services pursuant to this Agreement. If District, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Consulting Services pursuant to this Agreement, Consultant shall remove such person(s) immediately upon receiving notice from District of the desire of District for the removal of such person(s).

9. Termination For Convenience.

District shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) calendar days written notice of such termination to Consultant. In the event District shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

A. In the event District shall terminate this Agreement for Convenience: Consultant shall promptly deliver to District copies of all information prepared pursuant to this Agreement.

B. District shall pay Consultant only the hourly rates set forth in the Rate Sheet of Exhibit A" for all properly substantiated hours invoiced preceding the notice of termination under this Agreement. The Parties agree that compensation payable to Consultant under a termination for convenience under this paragraph 9 is the exclusive remedy for any and all compensation and/or damages that Consultant may otherwise it contends it is entitled to and District shall not in any manner be liable for lost profits which might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Consulting Services required by this Agreement. In this regard, Consultant shall furnish to District such financial information as necessary in the judgment of District before termination, and the decision of District shall be final. The foregoing is cumulative and does not affect any right or remedy which District may have in law or equity. All monies payable by District under this paragraph are subject to the right of District to audit all requests for payment, including the books and records of Consultant in connection therewith.

10. Defense, Indemnity & Hold Harmless Obligations.

A. Nature and Extent of Obligations.

Consultant shall defend, indemnify, and hold harmless District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in

connection with the performance of Consulting Services provided by Consultant, its employees, agents or independent contractors under this Agreement, including, but not limited to:

1. Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of District, Consultant, or any other person, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
2. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Consultant;
3. Alleged infringement of any patent, trademark or copyright rights which may be brought arising out of Consultant's design;
4. Consultant's failure to fulfill any of the provisions set forth in this Agreement;
5. Failure of Consultant to comply with the provisions of this Agreement relating to insurance requirements; and,
6. Any violation or infraction by Consultant of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

B. <u>No Limitation Because of Insurance</u>.

The defense, indemnity and hold harmless obligations set forth in paragraph 10 and elsewhere in this Agreement shall not be limited, impaired or diminished, in any way, by the insurance requirements set forth in this Agreement.

C. <u>Broadest Indemnity Possible</u>.

With respect to the provisions of this paragraph 10, and in general, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by District, Consultant, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible, in connection with the performance of the Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether District or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the active gross negligence or by the willful misconduct of District.

D. <u>Defense, Indemnity, Hold Harmless and Professional Liability</u>.

With respect to the provisions of paragraph 10.A, and specifically regarding professional liability, Consultant shall indemnify, hold harmless, and defend District (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, of and from any and all demands, claims, suits, proceedings, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with the performance of Consulting Services provided by Consultant, its employees, agents and independent contractors under

this Agreement arising, or alleged to have arisen, out of or in connection with the professional negligence, errors and omissions of Consultant in the performance of the Agreement.

E. Limitation.

Notwithstanding paragraphs 10.B. and 10.C., Consultant 's indemnification of District shall not include indemnification for claims which arise as the result of the active gross negligence of District or the willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant. Consultant's indemnification, hold harmless, and defense obligations toward District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct, or breaches of this Agreement by Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible in connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void while the remaining obligations shall remain fully enforceable.

11. Equal Employment Opportunity.

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations.

To the extent applicable to the Consulting Services provided under this Agreement, Consultant shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations."

B. Nondiscrimination.

Consultant, with regard to the work performed by it after award and before completion of the Consulting Services provided pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in the selection and retention of employees, agents, subcontractors or independent contractors, including contracting for procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including all procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports.

Consultant shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by District to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any

information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to District, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance.

In the event of noncompliance by Consultant with the nondiscrimination provisions of this Agreement, District shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to Consultant under this Agreement until Consultant complies; and/or

(2) Termination of this Agreement, in whole or in part.

F. Incorporation of Provisions.

Consultant shall include the provisions of Paragraphs 11.A. through 11.E. in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as District may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant must immediately notify District of such litigation, threatened or otherwise, and may request that District enter such litigation to protect the interests of District.

G. Consultant's Liability.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude District from taking such other actions as are available to it under any other provision of this Agreement or the law.

12. Insurance Requirements.

During the entire term of this Agreement, and for a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement, Consultant shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below:

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 "any auto");
3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
4) Professional Liability (Errors and Omissions) insurance, including Sexual Molestation and Abuse coverage against loss due to error, omission or malpractice, unless waived in writing by District.

B. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

1) Commercial General Liability; $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3) Workers' Compensation and Employers; Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of $1,000,000 per accident.

4) Professional Liability (Errors and Omissions): $1,000,000 combined single limit per claim and $2,000,000 aggregate.

C. Claims-Made Forms.

If the above insurance is written on a claims-made form, it shall continue for a full three years, at a minimum, following the final completion of the Consulting Services under this Agreement. Such insurance shall have a retroactive date of placement before or coinciding with the effective date of this Agreement.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the District.

E. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain the following provisions:

1) **General Liability and Automobile Liability Coverages**:

a) Consultant's insurance coverage shall be primary insurance with respect to District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

b) District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to District, its officers, board members, officials, employees, agents or volunteers.

c) Failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officers, board members, officials, employees, agents and volunteers.

d) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2) **All Coverages:**

Each insurance policy required by this Agreement shall be endorsed to state that coverage's shall not be canceled except after thirty (30) days prior written notice has been given to District. In addition, Consultant agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to District and District approves the reduction in coverage or limits. Consultant further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to District and District approves such increase. Insurance is to be placed with insurers with an A.M. Best's rating of no less than "A." This requirement may however, be waived in individual cases for Errors and Omissions Coverages only, provided however, that in no event will a carrier with a rating of "B" or lower be acceptable.

F. Self-Insured Entities.

District may, at its discretion, accept self-insurance as being in compliance with this section. In such case, Consultant agrees that it will defend and indemnify District, including its officers, board members, officials, employees, agents, and volunteers, to the same extent as it would Consultant or any other self-insured person or entity, and that it will treat District, including its

officers, board members, officials, employees, agents, and volunteers, in all respects as if it were covered to the same extent as Consultant or any other self-insured person or entity. Self-insurance shall be subject to all requirements contained in this section. Alternatively, self-insured entities may purchase insurance covering District for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.

G. Evidence of Insurance.

Before starting to provide any Consulting Services under this Agreement, Consultant shall provide District with certificates of insurance and/or executed endorsements, as District may require, evidencing compliance with this section. On request, Consultant shall furnish copies of any and/or all of the required insurance policies.

13. Access to Work Product.

Duly authorized representatives of District shall have right of access to Consultant's technical plans, files, and records, relating to the project, and may review the work at appropriate stages during performance of, and/or after the completion of, the Consulting Services.

14. Compliance with Laws.

Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of the Consulting Services under this Agreement. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

15. Integration.

Along with **Exhibit A** which is incorporated herein, this is an integrated Agreement, and contains all of the terms, considerations, understanding, and promises of the Parties. This Agreement shall be read as a whole, integrated agreement.

16. Conflict.

In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of **Exhibit A**, or any other document included herein, the provisions of this Agreement shall govern.

17. Notices.

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are stated in the agreement. Each Party shall promptly notify the other Party of any changes to its address, telephone number, or any other contact information.

18. Survival.

Unless otherwise specifically provided, certain covenants herein shall survive termination of this Agreement.

19. Captions, Index.

The captions and the index of this Agreement shall have no effect on its interpretation.

20. Singular and Plural

Where required by the context of this Agreement, the singular shall include the plural and vice-versa.

21. Severability

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

22. Work Days

All reference to days in this Agreement refers to calendar days excluding Saturdays, Sundays and holidays.

23. Independent Contractor

Consultant is an independent contractor and is not a joint venture, partner, agent or employee of District.

24. No Use of Mark or Name.

Consultant shall not use any name, trademark or service mark of District without first having received District's written consent to such use.

25. Amendments, Etc.

None of the terms, conditions, and provisions, of this Agreement may be amended, changed, modified, waived, canceled, or altered, in any way, orally or otherwise, except: (1) in writing; (2) signed by the parties hereto; (3) specifying such amendment, change, modification, waiver, cancellation, or alteration; and most importantly, (4) approved by District's Board of Trustees by way of a formal Resolution or evidenced in the minutes of a valid board meeting. A waiver of any breach of this Agreement shall not be deemed a waiver of any preceding or subsequent breach, whether similar or dissimilar. The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

26. Entire Agreement

This Agreement, together with the Exhibits hereto, and any later modifications as set forth in paragraph 25, is intended to be a fully integrated agreement and contains all the agreements of the parties hereto. It supersedes all other written or oral agreements. The parties acknowledge that at all times in the negotiation and execution of this Agreement that they have each been represented by their own independently selected legal counsel.

27. Attorney's Fees

In any action brought by either party to enforce the terms of this Agreement, the parties shall bear their own attorney's fees and costs.

28. Consultant's Employees.

Consultant shall at all times enforce appropriate discipline and good order among its employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this Agreement. It shall be the responsibility of Consultant to ensure compliance with this section. Any person in the employ of Consultant whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Agreement and shall not again provide services except with District's written consent. Consultant shall ensure that persons who perform services on District's property, including without limitation K12 school districts, have not been convicted of any felony, have not been convicted of any controlled substance offense, and have not been convicted of any sex offense, as those terms are defined by Education Code section 45125.1.

29. Mandatory Claims Process.

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

A. Initial Review and Evaluation of a Claim.

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

B. Expedited Mediation.

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

C. Expedited Arbitration.

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

Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

30. No Limitations on Consultant Liability.

Notwithstanding any express or implied language to the contrary in **Exhibit A** or any other document attached hereto and incorporated herein, there shall be no limits on District's ability to recover damages from Consultant in the event of any claim, action, lawsuit, or other legal action by District against Consultant, and any language purporting to impose limits on recovery of damages is null and void, and of no effect, including any language purporting to increase liability for damages in exchange for additional payment or compensation to Consultant.

31. Successors in Interest.

This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto.

[remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS

***All checked items must be provided.**

✓ NPA Certification
✓ Professional License to Practice
Certificates of Insurance ✓ 1. Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04 Either form **must be accompanied** by Form CG 20 37 07 04 OR ✓ Errors & Omissions/Malpractice (Professional Liability Insurance) including Sexual Molestation and Abuse coverage unless waived in writing by the District. ✓ 2. Business Auto Liability Insurance ✓ 3. Workers' Compensation and Employers Liability Insurance Refer to Article 12. INSURANCE REQUIREMENTS
✓ Certification by Contractor Criminal Records Check
✓ W-9
✓ Live Scan (District requires DOJ and FBI clearance)
✓ TB Test
✓ Conflict of Interest Form

EXHIBIT A

Sylvia Witt M.S. Ed, M.S. CCC-SLP, LSLS Cert. AVT
sylviawittslp@gmail.com
818-419-1750
Licensed Speech-Language Pathologist SP#17252
Listening and Spoken Language Specialist,
Certified Auditory-Verbal Therapist

Rate Sheet

Hourly Rate.....$140

Evaluations and Report Writing are charged by the hour. Typically, face to face evaluations average 2-3 hours and report writing ranges from 2-3 hours, depending on complexity of assessment.

Attendance of IEPs is only via phone at an hourly rate of $140.

Please make check payable to:
Sylvia Witt

Please remit to:
226 N.Viceroy Ave.
Azusa, CA 91702

CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Sylvia Rodriguez Witt**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2014-2015 fiscal year. Consultant is functioning solely as an Independent Educational Evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company, or practice.

2. School Grounds: Consultant agrees that during the performance of an IEE at or on school district grounds, the Consultant may be accompanied by a DISTRICT representative during the duration of observation or interviews of staff and/or pupil.

3. Report: Upon completion of the IEE, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to a parent.

4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentations to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

Type of Assessment	Qualification of Assessor	Approved Rate
Speech Language Assessment	Credentialed Speech Pathologist	1,120

Consultant

Date

Received by:

District Representative

Date

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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 23 day of April 2015, by and between La Habra Fence Company, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed $ 10,000 NOT TO EXCEED the following:
   Labor and materials to install/repair ornamental iron gates as needed Districtwide

2. The term of the Contract shall begin on 3/1/2015 and end 6/30/2015.

3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.

4. Inspection shall be performed by the Director, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.

5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.

6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- [ ] W-9 Request for Taxpayer Identification Number and Certification
- [ ] Quote/Proposal, dated _____
- [ ] Plans and Specifications/Scope of Work
- [ ] Worker's Compensation Certificate
- [ ] Purchase Order Number _____
- [x] Liability Insurance Certificate
- [x] Guarantee
- [ ] Certification by Contractor of Criminal Records Check
- [ ] Contractor's Certificate Regarding Non-Asbestos Containing Materials
- [ ] Payment Bond $_____
- [ ] Faithful Performance Bond $_____
- [ ] California State Contractor's License Number _____
- [ ] Drug-Free Workplace Certification
- [ ] Tobacco Use Policy
- [ ] DIR Registrations No. _____
- [ ] Compliance with Safety Regulations
- [x] Other FEE SCHEDULE

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

CAPISTRANO UNIFIED SCHOOL DISTRICT	CONTRACTOR:
By: _____ Signature	By: _____ Signature
Lynh N. Rust Print Name	_____ Print Name
Executive Director, Contracts & Purchasing Title	_____ Title
	_____ Contractor's License No.
	_____ Tax ID/Social Security No.
	(Corporate Seal, if Incorporated)

FEE SCHEDULE
PERIOD: 7/1/2014 to 6/30/2015

COMPANY NAME: LA HABRA Fence Co

REP NAME: Jim Parr

E-MAIL ADDRESS: JimParr1@verizon.net

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Repair / Install new ornamental Iron Fence and Gates. Electric Gates. Chain Link Fence

HOURLY RATE:

Description or Classification	Dollar ($) Amount
2 men & Truck welder, Installer	322/hr

PARTS PERCENTAGE MARK-UP:

ANY ADDITIONAL CHARGES:

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement)** is effective as of April 23, 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").

DAVID TAUSSIG & ASSOCIATES

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 special tax consulting and related administrative services, as further 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 $150,000 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 12, 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 _____

DAVID TAUSSIG & ASSOCIATES
Public Finance and Urban Economics
5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660
Phone: 949-955-1500 • Fax: 949-955-1590

EXHIBIT A

March 11, 2015

Ms. Donna Antifae
Buyer/Planner
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

RE: Special Tax Consulting Services for Capistrano Unified School District

Dear Donna:

Pursuant to your email dated March 5, 2015, David Taussig & Associates would like to extend our contract for annual administration services. As requested our current rates are indicated below:

Table 1 - Hourly Rates

Managing Director	-	$145/Hour
Vice President		$140/Hour
Manager	-	$135/Hour
Senior Associate	-	$120/Hour
Associate	-	$110/Hour
Analyst	-	$90/Hour
Research Assistant	-	$70/Hour

Table 2 - Annual Administration Services

TASKS	FEE
TASKS 1 THROUGH 10 OF SCOPE OF SERVICES IN RFQ EXCEPT TASK 4 (CFD DISCLOSURE)	$1.70 PER PARCEL PLUS $2,250 PER DISTRICT/IA
TASK 4 OF SCOPE OF SERVICES IN RFQ	$1,200 PER CONTINUING DISCLOSURE REPORT

Table 3 – Expenses

REPRODUCTION: 8.5" x 11", 8.5" x 14", OR 11" x 17" (BLACK & WHITE) 8.5" x 11", 8.5" x 14", OR 11" x 17" (COLOR) LARGER THAN 11" x 17" (ASSESSOR MAPS, TRACT MAPS, BOUNDARY MAPS, ZONING MAPS, SPECIFIC PLANS, ETC.)	$0.15/PAGE $0.75/PAGE ACTUAL COST
TRAVEL: MILEAGE LONG DISTANCE (REGULARLY SCHEDULED COMMERCIAL AIRLINE TICKET COSTS, MEALS, LODGING, AND RENTAL VEHICLE)	$0.51/MILE ACTUAL COST
TELEPHONE AND FACSIMILE	ACTUAL COST
POSTAGE, OVERNIGHT DELIVERY AND MESSENGER SERVICE	ACTUAL COST
CLERICAL SERVICES	$35/HOUR
PURCHASE OF DATA: SECURED TAX ROLL, PAID/UNPAID DATA, ELECTRONIC, ASSESSOR'S MAP AND TRACT MAP FILES, OR OTHER THIRD-PARTY DATA	ACTUAL COST
OTHER OUT-OF-POCKET EXPENSES NOT MENTIONED ABOVE	ACTUAL COST

Table 4 - Other Tasks

TASK	FLAT FEE	EXPENSES
TASK 1 – ANNUAL DISCLOSURE (COPS/SFID)	$1,000 PER DISCLOSURE REPORT	$150
TASK 2 – COPS PREPAYMENT ANALYSIS TASK 3 – REDEVELOPMENT FUND REVIEW TASK 5 – ACCOUNT STATEMENT REVIEW FOR CFD NO. 90-1 AND COPS TASK 6 – DELINQUENCY COLLECTIONS TASK 7 – SBE BOUNDARY MAP PREPARATION TASK 8 - ALL OTHER TASKS REQUESTED BY CUSD	TIME & MATERIALS BASED ON HOURLY RATES IN TABLE 1 ABOVE	BASED ON ACTUAL EXPENSES
TASK 4 – CFD NO. 90-1 SPECIAL TAX LETTER	$250 PER LETTER	$50

We have enjoyed assisting the School District over the years and look forward to the opportunity to continue our services. If you have any questions please call me at (949) 955-1500.

Sincerely yours,

Andrea Roess

Andrea Roess
Managing Director

cc: Clark Hampton
Lynh Nguyen

Contract No. FSA
1415204

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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 23 day of April 2015, by and between Russell Sigler, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed $ 18,021.00 the following:
   Dana Hills High School - controls installation, VAV Terminal Units, Network & Operator Interface

2. The term of the Contract shall begin on 2/6/2015 and end Upon Completion.

3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.

4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.

5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.

6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

423152

Carrier
Turn to the Experts.

Sigler
COMMERCIAL HVAC DIVISION

6650 Top Gun
San Diego CA 92121

858-880-4436

AZ ME
A Division of Sigler

CONTROLS QUOTATION – PARTS & INSTALLATION

Job Name:	**Capistrano Unified School District**	Date:	02/04/2015
Attention:	Ryan Carter	Quote Number:	14JEA-008
Job Location:	Capistrano, CA	Engineer:	(No Contact)

We at Russell Sigler, Inc. are pleased to quote the following controls components and scope of work for the above referenced project in accordance with attached terms and conditions. This quotation is based on no specification and no plan sheets. Russell Sigler, Inc. is not responsible for any items not noted in the quotation due to absence of specification or plan information. Contractor is responsible for checking quotation prior to acceptance.
No addenda included.

Total Net Sell Price including sales tax: $18,021.00

SCOPE:
Controls Installation provided by Russell Sigler, Inc., **CA State Contractors License number 960159** (expiration date 4/30/2015). Materials not provided under subcontract work.

VAV TERMINAL UNITS
- Furnish (10) and install (4) VAV Direct Digital Controllers with Actuators.
- Furnish (10) and install (4) Dual Duct Direct Digital Controllers with Actuators
- Furnish and install (4) Duct Static Pressure Pickups w/tubing, installed in the Hot Deck supply air duct, for sensing static pressure
- Start-up, Checkout and Calibration of the VAV Terminal controls.

NETWORK & OPERATOR INTERFACE
- Setup and install the DDC Database for all new controllers onto the existing front end.

ADDITIONAL ITEMS INCLUDED IN SCOPE
- Owner Training.
- Programming for DDC controllers.
- Start-up and Checkout of the installed control system.

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

- [ ] W-9 Request for Taxpayer Identification Number and Certification
- [x] Quote/Proposal, dated 14JEA-008, 2/4/2015
- [ ] Plans and Specifications/Scope of Work
- [ ] Worker's Compensation Certificate
- [ ] Purchase Order Number _____
- [ ] Liability Insurance Certificate
- [ ] Guarantee
- [ ] Certification by Contractor of Criminal Records Check
- [ ] Contractor's Certificate Regarding Non-Asbestos Containing Materials
- [ ] Payment Bond $_____
- [ ] Faithful Performance Bond $_____
- [ ] California State Contractor's License Number _____
- [ ] Drug-Free Workplace Certification
- [ ] Tobacco Use Policy
- [x] DIR Registrations No. _____
- [ ] Compliance with Safety Regulations
- [ ] Other _____

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Signature

Lynh N. Rust
Print Name

Executive Director, Contracts & Purchasing
Title

CONTRACTOR:

By: _____
Signature

_____
Print Name

_____
Title

_____
Contractor's License No.

_____
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Contract No. FSA

1415205

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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 23 day of April 2015, by and between Russell Sigler, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed $ 8,539.00 the following:
   Dana Hills High School - controls installation, VAV Terminal Units Rm. 702 & 707, air handling units

2. The term of the Contract shall begin on 2/6/2015 and end Upon Completion.

3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.

4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.

5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.

6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- [ ] W-9 Request for Taxpayer Identification Number and Certification
- [x] Quote/Proposal, dated 15STP-003, 1/16/2015
- [ ] Plans and Specifications/Scope of Work
- [ ] Worker's Compensation Certificate
- [ ] Purchase Order Number _____
- [ ] Liability Insurance Certificate
- [ ] Guarantee
- [ ] Certification by Contractor of Criminal Records Check
- [ ] Contractor's Certificate Regarding Non-Asbestos Containing Materials
- [ ] Payment Bond $_____
- [ ] Faithful Performance Bond $_____
- [ ] California State Contractor's License Number _____
- [ ] Drug-Free Workplace Certification
- [ ] Tobacco Use Policy
- [x] DIR Registrations No. _____
- [ ] Compliance with Safety Regulations
- [ ] Other _____

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

CAPISTRANO UNIFIED SCHOOL DISTRICT	CONTRACTOR:
By: _____ Signature	By: _____ Signature
Lynh N. Rust Print Name	_____ Print Name
Executive Director, Contracts & Purchasing Title	_____ Title
	_____ Contractor's License No.
	_____ Tax ID/Social Security No.
	(Corporate Seal, if Incorporated)

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Sigler
COMMERCIAL HVAC DIVISION
6650 Top Gun St.
858.569.4374

AZ ME
A Division of Sigler

CONTROLS QUOTATION – PARTS & INSTALLATION

Job Name:	**Dana Hills Programming/Repairs**	Date:	01/16/2015
Attention:	Ryan Carter	Quote Number:	15STP-003
Job Location:	Dana Point, CA	Engineer:	(No Contact)

We at Russell Sigler, Inc. are pleased to quote the following controls components and scope of work for the above referenced project in accordance with attached terms and conditions. This quotation is based on no specification or plan sheets. Russell Sigler, Inc. is not responsible for any items not noted in the quotation due to absence of specification or plan information. Contractor is responsible for checking quotation prior to acceptance.
No addenda included.

Total Net Sell Price including sales tax: $8,539.00

SCOPE:
Controls Installation provided by Russell Sigler, Inc., **CA State Contractors License number 960159** (expiration date 4/30/2015). Materials not provided under subcontract work.

VAV TERMINAL UNITS Rm 702 & 707
• Furnish, install and wire (2) VAV Direct Digital Controllers with Actuators, to be installed at VAV Terminals.

VAV TERMINAL UNITS - Served by AHU-1 thru AHU-3 & AHU-5
• Checkout operation of heating, cooling, and ventilation modes for existing VAV controllers, adjust as necessary.

AIR HANDLING UNITS AHU-1, thru AHU-3 & AHU-5
• Program and Commission (4) AHU Controllers, set outdoor air dampers, and adjust pressure dampers (AHU-1 & AHU-2 only) to allow VFDs to properly control to total duct static pressure.

Clarifications – **NOT INCLUDED**

1. **Conduit except as listed above**
2. **Mechanical HVAC equipment startup, to include ComfortLink Controls**
3. **Any additional labor, material and wiring not part of this quotation**
4. **Air balance or assistance**
5. All wiring above 24 volts
6. Power wiring to control components
7. Fire life safety duct and smoke detectors
8. Fire dampers, separation dampers, isolation dampers
9. Sound Attenuators
10. VAV box installation or ductwork
11. Motorized actuators on systems other than for temperature control
12. Demolition of existing controls, components, wiring, and conduit
13. Excavation, demolition, trenching, underground conduit
14. Verification of existing equipment operation if applicable
15. Wall, ceiling repair or painting

EXTENSION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1213006

WITH

PAUL ALAN DORES, PH.D

The Professional Services Agreement PSA 1213006 with Capistrano Unified School District and Paul Alan Dores, Ph.D for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Paul Alan Dores, Ph.D 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 $5,000.

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	**Paul Alan Dores, Ph.D.**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title
Board Approval Date:_____	Date:_____

PAUL ALAN DORES, Ph.D., B.C.B.A. - D
Licensed Psychologist #PSY11406 BCBA #1-05-2202
P.O. Box 500602
San Diego, CA 92150-0602
(619) 884-1407 (858) 679-6610/fax
SDiegoPaul@aol.com

EXHIBIT A

FEE SCHEDULE
CAPISTRANO UNIFIED SCHOOL DISTRICT
2015-2016

$180.00 per hour

By: Paul Alan Dores Ph.D. BCBA-D Date: 3/14/15
Paul Alan Dores, Ph.D., B.C.B.A. - D

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").

PAUL ALAN DORES, PH.D

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 $15,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: _____

Name: Paul Alan Dores

Title: Psychologist

Address: 13135 Old Sycamore Dr.
San Diego, CA 92128

Email Address: [illegible]

FEIN/SSN 548-41-1664

EXHIBIT A

FEE SCHEDULE

Paul Alan Dores, PHD
Paul Alan Dores, PHD
13135 Old Sycamore Drive
San Diego, CA 92128
619-884-1407
sdiegopaul@aol.com

~~$200.00~~ per hour
160.00

Signature _____ Date 6/14/12

Typed or Printed Name PAUL ALAN DORES

SPECIAL
CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: _____ Date: 6/24/12

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

April 22, 2013

Sent via e-mail sdiegopaul@aol.com

Paul Alan Dores, PH.D
13135 Old Syracuse Drive
San Diego, CA 92128

Subject: Extension of Contract No. PSA 1213006

Dear Dr. Dores:

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 1213006

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PAUL ALAN DORES, PH.D

Professional Services Agreement No. PSA 1213006 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Paul Alan Dores, PH.D 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 $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	Paul Alan Dores, PH.D
By: _____ Signature	By _____ Signature
Terry Fluent	PAUL ALAN DORES Print Name
Director, Purchasing	Psychologist Title
Date: 5/16/13	Date: 5/13/13

RECEIVED
MAY 16 2013
PURCHASING

EXHIBIT A

FEE SCHEDULE

Paul Alan Dores, PHD
Paul Alan Dores, PHD
13135 Old Sycamore Drive
San Diego, CA 92128
619-884-1407
sdiegopaul@aol.com

~~$200.00~~ per hour
160.00

Signature _____ Date 6/14/12

Typed or Printed Name PAUL ALAN DORES

Fee schedule remains $180 per hour.

4/24/13

EXTENSION NO. 2 OF AGREEMENT PSA 1213006

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PAUL ALAN DORES, PH.D

Professional Services Agreement No. PSA 1213006 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Paul Alan Dores, PH.D 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	Paul Alan Dores, PH.D
By: _____ Signature	By: _____ Signature
Terry Fluent	PAUL ALAN DORES, PH.D., ACSP
	Print Name
Director, Purchasing	PSYCHOLOGIST
	Title
Date: 6/30/14	Date: 6/3/14

RECEIVED
JUN 11 2014
PURCHASING

EXHIBIT A

FEE SCHEDULE

Paul Alan Dores, Phd
P.O. Box 500602
San Diego, CA 92150
(619)679-1407

$180.00 per hour.

By: _____ Date: 6/3/14

EXTENSION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1213010

WITH

SHARON GRANDINETTE

The Professional Services Agreement PSA 1213010 with Capistrano Unified School District and Sharon Grandinette for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Sharon Grandinette 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 $2,500.

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	**Sharon Grandinette**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title

Board Approval Date:_____ Date:_____

EXHIBIT A

FEE SCHEDULE
2015-16

Exceptional Education Services
Sharon Grandinette
326 Via San Sebastian
Redondo Beach, CA 90277
(310)465-0201

$155.00 per hour or
Daily (8 hour) rate of $1,100.00 per day

Mileage reimbursement at the current IRS District approved rate.

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").

SHARON GRANDINETTE

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.

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

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

DISTRICT

By:

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

CONSULTANT

Signature: Sharon Grandinette

Name Sharon Grandinette

Title: Teacher Intervention Tech

Addres : 32121 Via San Sebastian
Rancho Santa Fe, CA 92067

E ail Add Sharongrandinette@

FEIN/SSN [illegible]

EXHIBIT A

FEE SCHEDULE

Sharon Grandinette
326 Via San Sebastian
Redondo Beach, CA 90277
(310)465-0201

$145.00 per hour or
Daily (8 hour) rate of $850.00 per day.

Mileage reimbursement at the current IRS District approved rate

By S Grandinette Date 5/15/12

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 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.

EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213010

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SHARON GRANDINETTE

Professional Services Agreement PSA 1213010 called for an original contract period of July 1, 2012, through June 30, 2013.

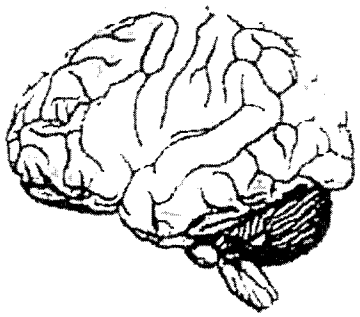
The agreement with Sharon Grandinette shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to $5,000.

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	Sharon Grandinette
By: _____ Signature	By: Sharon Grandinette Signature
Terry Fluent	Sharon Grandinette Print Name
Director, Purchasing	Brain Injury Consultant Title
Date: 8/1/13	Date: 7/9/13

Exceptional Educational Services

Sharon Grandinette, M.S. Ed., CBIST
Acquired Brain Injury Educational Consultant/Trainer
326 Via San Sebastian
Redondo Beach, CA 90277
Office: 310-465-0201 Mobile: 310-863-3160
Shargrand@aol.com www.helpingkidsbrains.com



PROFESSIONAL FEE SCHEDULE: School Districts

Hourly Fee: $275.00 hourly
School District Contracting Fee Discounted to: $145.00 hourly

▫ Observation	$145.00 hour
▫ Assessment	$145.00 hour
▫ Review of files	$145.00 hour
▫ Development of consultation report	$145.00 hour
▫ Attendance at IEP/other meetings	$145.00 hour
▫ Daily rate (7.5-8 hours)	$1100.00 per day
▫ Preparation for training	$145.00 hour
▫ Training	
○ 4 hours or less	$200.00 hr
○ Whole day (7-8 hours)	$ 1450.00 per day
▫ Travel by personal vehicle:	
○ Less than 2 hours total	Mileage @.55 cents per mile
○ 2 or more hours	Hourly @$90.00 per hour/no mileage
▫ Travel via other means	Per ticketed receipt
▫ Phone consultation	$38.75 per 15 minutes or fraction thereof
▫ Email consultation	$155.00 per hour billed in 3 minute increments per email

EXTENSION NO. 2 OF AGREEMENT PSA 1213010

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SHARON GRANDINETTE

Professional Services Agreement PSA 1213010 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Sharon Grandinette 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 $5,000.

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	**Sharon Grandinette**
By: T Fluent Signature	By: Sharon Grandinette Signature
Terry Fluent	Sharon Grandinette Print Name
Director, Purchasing	AIBI Educational Consultant Title
Date: 6/30/14	Date: 6/19/14

EXHIBIT A

FEE SCHEDULE

Exceptional Education Services
Sharon Grandinette
326 Via San Sebastian
Redondo Beach, CA 90277
(310)465-0201

$145.00 per hour or
Daily (8 hour) rate of $850.00 per day.

Mileage reimbursement at the current IRS District approved rate.

By: S Grandinette Date: 6/11/14

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: Sharon Grundenitz Date: 6/4/14

EXTENSION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1213013

WITH

CUSTOMIZED VISION CARE

The Professional Services Agreement PSA 1213013 with Capistrano Unified School District and Customized Vision Care for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Customized Vision Care 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 $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	**Customized Vision Care**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title
Board Approval Date:_____	Date:_____

EXHIBIT A

FEE SCHEDULE

2015-16

Customized Vision Care
Dr. David G. Kirschen
428 S. Brea Blvd
Brea, CA 92821
(714)529-2470

$375.00 per evaluation

$500.00 per hour for file review as an expert witness

By:_____ Date:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Customized Vision Care,** has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2015-2016 fiscal year. Consultant is functioning solely as an independent educational evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company or practice.

2. School Grounds: 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 observation or interviews of staff and/or pupil.

3. Report: Upon completion of the independent educational evaluation, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to Parent.

4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentation to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

Type of Assessment	Qualification of Assessor	Approved Rate
Vision Evaluation	Optometrist	$375.00/evaluation

Consultant _____ Date _____

Received by:

District Representative _____ Date _____

PROFESSIONAL SERVICES AGREEMENT

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

CUSTOMIZED VISION CARE

WHEREAS, DISTRICT is authorized by Section 4526 and 53060 of the California Government Code to contract with an employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal c 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 service 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 i 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 i Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall b 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 extenc annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowec by Education Code section 17596.

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

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

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

DISTRICT

By: [illegible]

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: [illegible]

CONSULTANT

Signature: [illegible]

Name: David Kirsten

Title: OD PhD

Address: 428 S Pico Blvd.

Pico CA 92482

Email Address: docdavis@customizedvisioncare.c

FEIN/SSN

EXHIBIT A

FEE SCHEDULE

Customized Vision Care
428 S. Brea Blvd.
Brea, CA 92821
(714) 529-2470
davidkirschen@mac.com

$325.00 per evaluation

Signature _____ Date _____

Typed or Printed Name _____

SPECIAL CONDITIONS

1. Scope of Practice and Release of Assessment Documentation
   Consultant is functioning solely as an independent vision evaluator to support student education. 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 vision 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 vision evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services

2. Article 7. **Consultant Information** DELETE entire Section. This does not pertain to medical records

3. Article 9 **Termination For Convenience** – ADD

   The Contractor shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to District.

4. Article 12 **Termination For Convenience** DELETE

   "and for, a minimum of a full three (3) years from the final completion of the Consulting Services under this Agreement"

By: _____ Date: 5/22/12

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

April 22, 2013

Sent via e-mail doctors@customizedivisioncare.com

Customized Vision Care
428 S. Brea Blvd.
Brea, CA 92821
Attention: David Kirschen

Subject: Extension of Contract No. PSA 1213013

Dear Mr. Kirschen:

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 1213013

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CUSTOMIZED VISION CARE

Professional Services Agreement No. PSA 1213013 called for an original contract period of July 1, 2012 through June 30, 2013. The agreement with Customized Vision Care shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to $5,000.

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	Customized Vision Care
By: Signature	By: Signature
Terry Fluent	David Kirschen Print Name
Director, Purchasing	Optometrist Title
Date: 7/10/13	Date: 6/5/13

228

CUSTOMIZED VISION CARE
A Professional Optometric Corporation

David G. Kirschen, OD, PhD
Isabell Choi-Siritara, OD
428 S. Brea Blvd
Brea, California 92821
Ph: 714.529.2470
Fax: 866 801.4739
E-mail: patients@kirschen.net
Website: www.kirschen.net

May 7, 2013

Anavelyn S. Wrigley
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
F: (949) 493-4083

To Whom It May Concern,

I would be happy to provide services to the Capistrano Unified School District for the 2013-2014 academic year. My examination fee will remain at $325. If you have any questions, please don't hesitate to call the office at (714) 529-2470.

Sincerely,

David Kirschen, OD PhD

EXTENSION NO. 2 OF AGREEMENT PSA 1213013

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CUSTOMIZED VISION CARE

Professional Services Agreement No. PSA 1213013 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Customized Vision Care shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, 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	Customized Vision Care
By: _____ Signature	By: _____ Signature
Terry Fluent	_____ Print Name
Director, Purchasing	Owner Title
Date: 6/27/14	Date: 6/11/14

EXHIBIT A

FEE SCHEDULE

Customized Vision Care
Dr. David G. Kirschen
428 s. Brea Blvd
Brea, CA 92821
(714)529-2470

$325.00 per evaluation

By: _____ Date: 6/15/14

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.~~

All vision evaluations are performed in the doctor's office

Upon complete of the ~~independent educational~~ vision 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: [signature] Date: 6/11/14

EXTENSION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1213024

WITH

WESTSHIELD ADOLESCENT SERVICES

The Professional Services Agreement PSA 1213024 with Capistrano Unified School District and Westshield Adolescent Services for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Westshield Adolescent 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 $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	**Westshield Adolescent 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

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

$81.00 per hour for Lead Adult Escort;
$57.00 per hour for back-up adult agent;
$70.00 per hour for administration;
plus all mileage and travel expenses to include
air travel, mileage, food, gas, and lodging.

By:_____ 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.

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

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

DISTRICT

By: [signature]

Name: Terry Fluent

Title: Director, Purchasin

Board Approval Date: 6/11/12

CONTRACTOR

Signature: [signature]

Name: ALLION P. CARDOZA

Title: PRESIDENT

Address: 16033 BOLSA CHICA RD #104-350
HUNT. BCH, CA 92649

Email Address: CONTACTUS@TRANSPORTINGTEEN

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.

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. Cardoza Date 5/30/12

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: _____ Signature	By: _____ Signature
Terry Fluent	ALLEN P. CARDOZA
	Print Name
Director, Purchasing	PRESIDENT
	Title
Date: 6/6/13	Date: 5/10/13

RECEIVED
MAY 22 2013
PURCHASING

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.

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: T 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

RECEIVED
JUN 11 2014
PURCHASING

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. Carlozzi 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

EXTENSION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1213029

WITH

IRMA GARCIA

The Professional Services Agreement PSA 1213029 with Capistrano Unified School District and Irma Garcia for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Irma Garcia 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 $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	**Irma Garcia**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title

Board Approval Date:_____ Date:_____

EXHIBIT A

Irma R. García, LCSW, PPSC
403 Calle Nina
San Clemente, CA 92672
949-492-8263
scirma@aol.com

FEE SCHEDULE

Full Legal Name: Irma Ramírez García
Address: 403 Calle Nina, San Clemente, CA 92672
Phone Number: 949-492-8263
Email Address: scirma@aol.com

Description of Services to be Provided by Consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parents, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by a student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultations dates and times, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. Offer a fall and spring parenting class on a topic such as Effective Parenting Techniques to help parent leam how to build a relationship and handle discipline and everyday problems.

Term of Contract: 2015-2016 school year
Hourly Rate: $70.00

Irma R García, LCSW
Irma R. García, LCSW

03/18/15
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").

IRMA GARCIA

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $40,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

By: T Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Irma R. García, LCSW

Name: Irma R. García

Title: Licensed Clinical Social Worker

Address: 403 Calle Nina
San Clemente, CA 92672

Email Address: Scirma@aol.com

FEIN/SSN: 565-67-6813

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: $60.00

Irma R. Garcia LCSW
Irma R. Garcia, LCSW

01/04/12
Date

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

Upon 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: Lema R Galvan, LCSW Date 06/04/12

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for service to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213029 shall be amended to $41,080 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	**Irma Garcia**
By: Signature	By: Irma R. Garcia Signature
Terry Fluent	Irma R. Garcia Print Name
Director, Purchasing	Licensed Clinical Social Worker Title
Date 8/21/12	Date: 08/03/12

248

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

April 22, 2013

Sent via e-mail scirma@aol.com

Irma Garcia
403 Calle Nina
San Clemente, CA 92672

Subject: **Extension of Contract No. PSA 1213029**

Dear Ms. Garcia:

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

Donna Antifae
Buyer/Planner, Purchasing

EXTENSION OF AGREEMENT NO. PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Irma Garcia 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	Irma Garcia
By: J Fluent Signature	By: Irma R Garcia Signature
Terry Fluent	Irma R Garcia Print Name
Director, Purchasing	Licensed Clinical Social Worker (LCSW) Title: Pupil Personnel Services Credential (PPSC)
Date: 6/6/13	Date: 05/16/13

RECEIVED
22 2013
PURCHASING

Irma R. Garcia, LCSW, PPSC
403 Calle Nina, San Clemente, CA 92672
949-235-8263
scirma@aol.com

FEE SCHEDULE

Description of Services to be Provided by Consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parents, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by a student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultations dates and times, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. Offer a fall and spring parenting class on a topic such as Effective Parenting Techniques to help parents learn how to build a relationship and handle discipline and everyday problems.

Pay Rate: $60.00 per hour

Irma R. Garcia, LCSW

Irma R. Garcia, LCSW, PPSC

05/22/12
Date

EXTENSION NO. 2 OF AGREEMENT PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Irma Garcia 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 $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	**Irma Garcia**
By: Signature	By: Irma R. García Signature
Terry Fluent	Irma R. García Print Name
Director, Purchasing	Licensed Clinical Social Worker Title
Date: 6/30/14	Date:

EXHIBIT A

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: $60.00

Irma R. Garcia, LCSW

Irma R. Garcia, LCSW

06/03/14

Date

EXTENSION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1213031

WITH

TRICIA KRANTZ

The Professional Services Agreement PSA 1213031 with Capistrano Unified School District and Tricia Krantz for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Tricia Krantz 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 $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	**Tricia Krantz**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title

Board Approval Date:_____ Date:_____

Exhibit A

FEE SCHEDULE
2015-16

Tricia Krantz
913 Summit Way
Laguna Beach, CA92651
949-521-2898
tricia.krantz@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract: 2015-16 school year
Hourly Rate: $70.00

_____ _____
Tricia Krantz, MFT 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").

TRICIA KRANTZ

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $40,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

By: [signature]

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: [signature]

Name: Tricia Krantz

Title: Marriage + Family Therapist

Address: 18 Country Walk Dr.
Aliso Viejo, CA 92656

Email Address: tricia.krantz@gmail.com

FEIN/SSN: 568-63-7039

FEE SCHEDULE

Tricia Krantz
18 Country Walk Dr
Aliso Viejo CA 92656
949-521-2898
tricia.krantz@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: $60.00

Tricia Krantz MFT
Tricia Krantz, MFT

6/4/12
Date

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

Upon 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: Nicole Ramirez Date: June 4, 2012

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

April 22, 2013

Sent via e-mail tricia.krantz@gmail.com

Tricia Krantz
18 Country Walk Drive
Aliso Viejo, CA 92656

Subject: Extension of Contract No. PSA 1213031

Dear Ms. Krantz:

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

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213031

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TRICIA ELIZABETH KRANTZ

Professional Services Agreement No. PSA 1213031 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213031 shall be amended to $41,080 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	**Tricia Elizabeth Krantz**
By: _____ Signature	By: Tricia Elizabeth Krantz Signature
Terry Fluent	Tricia Elizabeth Krantz Print Name
Director, Purchasing	Marriage + Family Therapist Title
Date: 8/8/12	Date: 8/4/2012

EXTENSION OF AGREEMENT NO. 1 PSA 1213031

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TRICIA KRANTZ

Professional Services Agreement No. PSA 1213031 called for an original contract period of July 1, 2012 through June 30, 2013. The agreement with Tricia Krantz 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 $40,500.

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	Tricia Krantz
By: _____ Signature	By: Tricia Krantz Signature
Terry Fluent	Tricia Krantz Print Name
Director, Purchasing	Marriage + Family Therapist Title
Date: 7/10/13	Date: 6/18/13

EXTENSION NO. 2 OF AGREEMENT PSA 1213031

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TRICIA KRANTZ

Professional Services Agreement No. PSA 1213031 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Tricia Krantz and Capistrano Unified School District 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 $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	Tricia Krantz
By: J Fluent Signature	By: Tricia Krantz Signature
Terry Fluent Print Name	Tricia Krantz Print Name
Director, Purchasing Title	Marriage + Family Therapist Title
Date: 8/13/14	Date: 8-1-14

RECEIVED
AUG 06 2014
PURCHASING

EXHIBIT A

FEE SCHEDULE

Tricia Krantz
18 Country Walk Dr
Aliso Viejo CA 92656
949-521-2898
tricia.krantz@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: $60.00

Tricia Krantz, MFT
Tricia Krantz, MFT

8-1-14
Date

EXTENSION NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1213035

WITH

BLIND CHILDREN'S LEARNING CENTER

The Professional Services Agreement PSA 1213035 with Capistrano Unified School District and Blind Children's Learning Center for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Blind Children's Learning Center 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	**Blind Children's Learning Center**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title

Board Approval Date:_____ Date:_____

Blind Children's Learning Center

Blind Children's Learning Center
18542-B Vanderlip Avenue, Santa Ana, CA 92705
Phone: (714) 573-8888 Fax: (714) 573-4944
www.blindkids.org

Revised 03/18/15

FEE SCHEDULE
ACADEMIC SCHOOL YEAR JULY 1, 2015 THROUGH JUNE 30, 2016

ON-SITE TUITION: BASIC EDUCATION PROGRAM $139.00 PER DAY

Educational Programs:	9:00am to 12:30pm	6 weeks old to 3 years old
	9:00am to 3:00pm	3 years old to 6 years old

Services included with the cost of the Education Program Package are listed below:

- Annual Pediatric Optometry Evaluation & Reports
- Triennial Functional Vision Assessments
- Daily adapted instruction for Low-Vision, Pre-Braille, & Braille
- Daily Strategies for sensory motor integration to optimize academic success
- Monthly field trips based on academic curriculum
- Positioning consultations and recommendations
- Counseling and Play Therapy
- Adaptive communication consultations and recommendations
- Daily development of independent living skills
- Music Enrichment
- Total communication system incorporating large print, braille, and real object representations
- Adaptive technology integrated into curriculum
- Curriculum Supports: Houghton Mifflin, Handwriting Without Tears, TAPS
- Progress reports at every benchmark to parents and school district

SERVICES THAT CAN BE CONTRACTED SEPARATELY INCLUDE:

Vision Evaluation or Assessment	$90 per hour
Vision Itinerant Services	$90 per hour
Braille transcribing	$90 per hour
Occupational Therapy Evaluation or Assessment	$90 per hour
Occupational Therapy Services	$90 per hour
Occupational Therapy Services Assistant (COTA)	$90 per hour
Physical Therapy Evaluation or Assessment	$90 per hour
Physical Therapy Services	$90 per hour
Physical Therapy Services Assistant (PTA)	$90 per hour
Speech Evaluation or Assessment	$90 per hour
Speech and Language Services	$90 per hour
Speech and Language Services Assistant (SLPA)	$90 per hour
Orientation & Mobility Evaluation or Assessment	$90 per hour
Orientation & Mobility Services	$90 per hour
Infant Family Focus Program	$90 per hour
Psychological Testing / Counseling	$90 per hour
One-on-One Aide	$15 per hour

EXAMPLES OF ASSESSMENT TOOLS UTILIZED

- Developmental Assessment of Young Children (DAYC2)
- Peabody Developmental Motor Scales (PDMS-2)
- INSITE Developmental Checklist
- Desired Results Developmental Profile (DRDP)
- Teaching Age-Appropriate Purposeful Skills (TAPS)

Make Ups & Reschedules: Due to the requirements for providers to render services and scheduling based on Blind Children's Learning Center and the individual school districts calendars BCLC allows providers to makeup or reschedule 30 days prior to the original scheduled service day and 30 days following.

Mileage: For areas outside our normal range we will be charging mileage based on the IRS standard rate.

Student is Inaccessible: If BCLC was not informed of the child's absence or inability to meet, a charge of 30 minutes (0.5) for the specialists' time and travel will be charged.

EXTENSION NO. 2 OF AGREEMENT PSA 1213035

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BLIND CHILDREN'S LEARNING CENTER

Professional Services Agreement No. PSA 1213035 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Blind Children's Learning 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 $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	**Blind Children's Learning Center**
By: _____ Signature	By: _____ Signature Kathleen Buehler Executive Director
Terry Fluent	_____ Print Name
Director, Purchasing	_____ Title
Date: 6/27/14	Date: 6/11/14

EXIBIT A

Blind Children's Learning Center
18542 Vanderlip Avenue
Santa Ana, CA 92705
(714)573-8873

Fee Schedule

Vision Assessments - $90.00 per hour

By: Kathleen Buehler Date: 6/11/14

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").

BLIND CHILDREN'S LEARNING 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 $7,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

By:

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date

CONSULTANT

Signature

Name Kathleen Buehler

Title Executive Director

Address Blind Children's Learning Center
18582-B Vanderlip Ave, Santa Ana, CA 92705

Email Address kathleen.buehler@blindkids.or

FEIN/SSN 95-6097023

Contact: Denise Grajek, Contract Administrator
denise.grajek@blindkids.org

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
Kim Webb

5/25/12

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: Danette Davis

Date

EXHIBIT A

FEE SCHEDULE

Blind Children's Learning Center
18542 Vanderlip Avenue
Santa Ana, CA 92705
(714) 573-8888
Email: denise.grajek@blindkids.org

Vision Assessments $90.00 per hour

Signature _____ Date 06/05/2012

Typed or Printed Name Denise Renee Grajek

CAPISTRANO UNIFIED SCHOOL DISTRICT

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

May 9, 2013

Sent via e-mail denise.grajek@blindkids.org

Blind Children's Learning Center
18542-B Vanderlip Ave.
Santa Ana, CA 92705
Attention: Denise Grajek

Subject: **Extension of Contract No. PSA 1213035**

Dear Ms. Grajek,

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, May 14, 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 1213035

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BLIND CHILDREN'S LEARNING CENTER

Professional Services Agreement No. PSA 1213035 called for an original contract period of July 1, 2012 through June 30, 2013. The agreement with Blind Children's Learning 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 $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	Blind Children's Learning Center
By: _____ Signature	By: _____ Signature
Terry Fluent	Kathleen Buehler Print Name
Director, Purchasing	Executive Director Title
Date: 8/1/13	Date: 07/15/2013

Blind Children's Learning Center
18542-B Vanderlip Avenue, Santa Ana, CA 92705
Phone: (714) 573-8888 Fax: (714) 573-4944
www.blindkids.org

Revised 03 08 13

FEE SCHEDULE
ACADEMIC SCHOOL YEAR JULY 1, 2013 THROUGH JUNE 30, 2014

ON-SITE TUITION: BASIC EDUCATION PROGRAM $139.00 PER DAY
Educational Programs: 9:00am to 12:30pm - 6 months old to 3 years old
9:00am to 3:00pm - 3 years old to 6 years old

Basic Education Fee includes Bundled Services * Part of Program Package as follows:

- Annual Pediatric Optometry Evaluation
- Functional Vision Assessments
- On-Site Pediatric RN
- Low Vision Pre-Braille & Braille Instruction
- Public School Integration
- Handwriting without Tears
- Feeding Consultations & G Tube Feeding
- Sighted Peers
- Sensory Motor Integration
- Fieldtrips & Independence Growth Activities
- Positioning Consultations
- Enrichment Activities
- Receptive & Expressive Communication
- Support & Counseling Services for Parents
- Counseling & Play Therapy – Related Service
- Adapted PE – Related Service
- Sensory Motor Group - Related Service
- Socialization Skills - Related Service
- Music Enrichment
- Adaptive Technology

SERVICES THAT CAN BE CONTRACTED FOR SEPARATELY INCLUDE:

Vision Evaluation or Assessment	$90 per hour
Vision Itinerant Services	$90 per hour
Braille transcribing	$90 per hour
Occupational Therapy Evaluation or Assessment	$90 per hour
Occupational Therapy Services	$90 per hour
Occupational Therapy Services Assistant (COTA)	$90 per hour
Physical Therapy Evaluation or Assessment	$90 per hour
Physical Therapy Services	$90 per hour
Speech Evaluation or Assessment	$90 per hour
Speech and Language Services	$90 per hour
Speech and Language Services Assistant (SLPA)	$90 per hour
Orientation & Mobility Evaluation or Assessment	$90 per hour
Orientation & Mobility Services	$90 per hour
Infant Family Focus Program (in natural environment)	$90 per hour
One-on-One Aide	$15 per hour
Psychological Testing / Counseling	$90 per hour

Make Ups & Reschedules: Due to the requirements for providers to render services and scheduling based on Blind Children's Learning Center and the individual school districts calendars BCLC allows providers to makeup or reschedule 30 days prior to the original scheduled service day and 30 days following.

Mileage: For areas outside our normal range we will be charging mileage based on the IRS standard rate.

Student Is Inaccessible: On many occasions, our specialists go to the school and we have not been informed of the child's absence or inability to meet. We will charge 30 minutes for these visits subsequently the specialists' time and travel will be covered.

EXTENSION NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1213174

WITH

THE IMAGINATION MACHINE

The Independent Contractor Agreement ICA 1213174 with Capistrano Unified School District and The Imagination Machine called for the original contract period of February 14, 2013 through February 13, 2014.

The contract with Capistrano Unified School District and The Imagination Machine 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 $10,000.

Except as set forth in this Extension Agreement, and Board approved on February 13, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**The Imagination Machine**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title

Board Approval Date:_____ Date:_____

EXHIBIT A

Imagination Machine Fee Schedule 2015/16 School year*

"Who What Where/Write Away"
One assembly - $685

Each add'l assembly - $250
(Same date and location – any combination of the two programs "Who What Where" and/or "Write Away")

"Writing Show"
One assembly - $695**

Each add'l assembly - $355
(same date, location & stories to be performed)

Travel Fees – Most Southern California cities - $0-$200 depending upon location (Up to $400 for tours. Call or email for specifics.)

Wait Fees - $50/hour pro-rated if there is a break of an hour or more from the end of one assembly to the beginning of the next. (Each assembly is expected to last 45 minutes from its contracted "start time".)

Package Discount – When a single school books both "Who What Where/Write Away" and "Writing Show" programs for a single school year, a $50 discount will be applied to the "Writing Show" invoice.

Terms - $400 deposit due with each signed contract (per performance date.) Balance due day of assembly, unless other prior arrangements have been agreed upon by Imagination Machine and District/contracting organization.

*Prices subject to increase in subsequent school years. Price increases will be made public prior to scheduling of performances.

**Price of "Writing Show" assemblies includes The Imagination Machine's costs of reading stories submitted for consideration. Should a "Writing Show" assembly be cancelled after stories have been read, client will be obligated to pay $30/story packet. (All stories submitted for one scheduled performance date = one "story packet.")

Imagination Machine, 17853 Santiago Blvd. Suite 107-345, Villa Park, CA 92861
Office: 714-771-2499 Fax: 866-668-5837 email: office@theimaginationmachine.com

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement) is effective as of 2-14-13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

THE IMAGINATION MACHINE

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $10,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 2/14/13-2/13/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

[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: [illegible]	Signature: [illegible]
Name: Terry Flaum	Name: [illegible]
Title: Director, Purchasing	Title: [illegible]
Board Approval Date: 2/[illegible]	Address: [illegible]
	Email Address: [illegible]
	FEIN/SSN: [illegible]

Jan 28, 2013
To: Donna Antifae, Capo USD

From: Jenny McGlinchey, Business Admin Mgr. – The Imagination Machine
Subject - Fees

Hi Donna –

Fees for The Imagination Machine assemblies are as follows:

1 performance - $675
Ea Add'l show - $350
(Performances occurring at one site on the same day.)

If there is a break of an hour, or more, between the end of one performance, and the beginning of the next, there will be an additional, prorated $50/hour fee. (i.e. 1 hr = $50, 1.5 hrs = $75, 2 hrs = $100 Expect performances to run approx 45 min from scheduled start time.)

Travel fees range from $50-75, depending on the specific school location, and anticipated travel time involved.

In the case of Crown Valley, they have requested two performances. Their performance fees are $1,025, plus a $60 travel fee.

Total = $1,085

Please call or email with any questions.

Jenny McGlinchey
Business Admin Mgr
The Imagination Machine
714-771-2499
office@theimaginationmachine.com

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213174

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE IMAGINATION MACHINE

Independent Contractor Agreement No. ICA 1213174 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Independent Contractor Agreement No. ICA 1213174 shall be amended by special conditions as shown in Exhibit A

Except as set forth in this Amendment, and Board approved on February 13, 2013, all other terms of the contract remain in full force and effect.

DISTRICT	CONSULTANT
Capistrano Unified School District	The Imagination Machine
By: _____ Signature	By: _____ Signature
Terry Fluent	[illegible] McCline II
	Print Name
Director, Purchasing	Business Admin Mgr.
	Title
Date: 3/29/13	Date: 3-15-13

SPECIAL CONDITIONS

Contract ICA 1213174
The Imagination Machine

Delete Article 6 Delete Copyright/Trademark/Patent, in its entirety, and replace with Article 6 below.

6. Copyright/Trademark/Patent Contractor owns copyright, name and trademark. District is afforded the use of such name and trademark for the purpose of this performance only. All written materials (stories written by Capistrano Unified School District students), and copyrights thereof shall remain the property of said students

By _____ Date 3-12-13

AMENDMENT NO 2 TO INDEPENDENT CONTRACTOR AGREEMENT NO. ICA 1213174

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE IMAGINATION MACHINE

Independent Contractor Agreement No. ICA 1213174 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Independent Contractor Agreement No. ICA 1213174 shall be extended for the period of February 14, 2014, through June 30, 2014.

Except as set forth in this Extension, and Board approved on February 14, 2013, all other terms of the contract remain in full force and effect.

DISTRICT	CONSULTANT
Capistrano Unified School District	The Imagination Machine
By: _____ Signature	_____ Signature
Terry Fluent	Jenny McGlinchey Print Name
Director, Purchasing	General Manager Title
Date: 4/9/14	Date: 3-14-14

RECEIVED

EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1213174

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE IMAGINATION MACHINE

Independent Contractor Agreement No. ICA 1213174 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Independent Contractor Agreement No. ICA 1213174 shall be extended for an additional 12 months, for the period of July 1, 2014, through June 30, 2015. Services under this contract are limited to $10,000.

Except as set forth in this Extension, and Board approved on February 14, 2013, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**The Imagination Machine**
By: _____ Signature	By: _____ Signature
Terry Fluent	Jenny McGlinchey Print Name
Director, Purchasing	General Manager Title
Date: 9/25/14	Date: 6-3-14

RECEIVED
JUN 11 2014
PURCHASING

286

EXHIBIT A

Imagination Machine Fee Schedule 2014/15 School year

"Who What Where/Write Away"
One assembly - $685

Each add'l assembly - $250
(Same date and location – any combination of the two programs "Who What Where" and/or "Write Away")

"Writing Show"
One assembly - $695

Each add'l assembly - $355
(same date, location & stories to be performed)

Travel Fees - $0-$200 depending upon location (Call or email for specifics.)

Wait Fees - $50/hour pro-rated if there is a break of an hour or more from the end of one assembly to the beginning of the next. (Each assembly is expected to last 45 minutes.)

Package Discount – When a single school books both "Who What Where/Write Away" and "Writing Show" programs for a single school year, a $50 discount will be applied to the "Writing Show" invoice.

Terms - $300 deposit due with each signed contract (per performance date.) Balance due day of assembly, unless other prior arrangements have been agreed upon by Imagination Machine and District/contracting organization.

Imagination Machine, 17853 Santiago Blvd. Suite 107-345, Villa Park, CA 92861
Office: 714-771-2499 Fax: 866-668-5837 email: office@theimaginationmachine.com

EXTENSION NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1213204

WITH

HARBOTTLE LAW GROUP

The Independent Contractor Agreement ICA 1213204 with Capistrano Unified School District and Harbottle Law Group called for the original contract period of July 1, 2013, through June 30, 2014.

The contract with Capistrano Unified School District and Harbottle Law Group 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. 2 Agreement, not to exceed $100,000.

Except as set forth in this Extension Agreement, and Board approved on June 26, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Harbottle Law Group**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title
Board Approval Date:_____	Date:_____

HARBOTTLE LAW GROUP

EXHIBIT A

HLG Irvine
18401 Von Karman Avenue
Suite 200
Irvine, California 92612
Tel:
Fax: 949.428.8779

www.harbottlelaw.com

HLG San Jose
2033 Gateway Place
5th Floor
San Jose, California 95110
Tel: 408.961.8711
Fax: 949.428.8779

Rates for Legal services 2015:

Dan Harbottle - $195/hour

Other Attorneys - $190/hour

- Jennifer Fant
- Alefia Mithaiwala
- Tracy Petznick Johnson
- Ellie Austin

Paralegals & Legal Assistants - $95/hour

- Julie Nakasaki – Paralegal
- Youty Sam – Paralegal

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INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement) is effective as of 6/27/13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

HARBOTTLE LAW GROUP

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $100,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/2013 to 6/30/2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

[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: Fluent	Signature Dan Harbottle
Name: Terry Fluent	Name: DAN HARBOTTLE
Title: Director, Purchasing	Title: OWNER
Board Approval Date: 6/26/13	Address 18401 VON KARMAN AVE #200 IRVINE, CA 92612
	Email Address: dharbottle@harbottlelaw.com
	FEIN/SSN 046-48-0968

RETAINER AGREEMENT BETWEEN HARBOTTLE LAW GROUP AND CAPISTRANO UNIFIED SCHOOL DISTRICT

FISCAL YEAR, JULY 1, 2013-JUNE 30, 2014

This attorney retainer agreement is entered into by and between Harbottle Law Group ("HLG") on one hand, and Capistrano Unified School District ("Client") on the other for the fiscal year beginning on July 1, 2013 and extending through June 30, 2014.

1. Scope of Work and Duties. Client hires HLG to advise Client and perform legal services for Client and such other and further matters as Client and HLG from time to time agree upon. HLG will perform these services, will keep Client informed of progress, and will respond to Client's inquiries.

2. Client's Duties. Client agrees to provide HLG such information, assistance and cooperation as is necessary for HLG to effectively perform its services under this Agreement. Client shall timely pay HLG's bills for fees and costs.

Client shall keep HLG advised of Client's address, telephone numbers, and other pertinent contact information during the pendency of this Agreement.

3. Legal Fees, Billing Practices and Personnel

A. HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. It is presently anticipated that HLG Director, S. Daniel Harbottle will be principally involved in performing the legal services under this Agreement, however, HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services.

B. The term of this Agreement shall be until termination as set forth herein, and will commence on the date of execution of this Agreement. Except as provided in Section 3(C) below, the services to be performed by HLG hereunder shall be provided at a rate not to exceed One-Hundred Ninety-Five Dollars ($195.00) per hour for Mr. Harbottle, and One-Hundred Ninety Dollars ($190.00) per hour for other HLG attorneys, and Ninety-Five ($95.00) per hour for legal assistants.

4. Costs and Other Charges. HLG will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by public agencies, expert witness fees and expenses, deposition transcripts, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, and computer assisted research fees.

5. Statements. HLG shall send Client one or more statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the fees, including the amount of time spent and a description of the work performed. Payment of the statements is due thirty days after the statements are rendered.

6. Concurrent Representation of Other Entities and Individuals. HLG is currently acting as legal counsel to a number of school districts, other public agencies in several counties, as well as private clients. HLG's representation of such public and private entities in such other matters is unrelated to its representation of Client. HLG therefore reserves the right to continue to represent such parties in these unrelated matters, and any other parties in the future which may be adverse to Client, but which are unrelated to our representation of Client. Your signature below will confirm this understanding and your waiver on behalf of Client of any such potential conflicts. If, in the future, Client wishes to retain HLG to represent its interests in matters that may relate to a matter or matters in which HLG is also representing other parties, HLG will present Client with a separate document for its consideration, and possible informed written consent, to such concurrent representation.

7. Disclaimer of Guarantee. HLG has made no representations, promises or guarantees to Client regarding the outcome of Client's matter(s). Furthermore HLG cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter.

8. Discharge and Withdrawal. Client may discharge HLG at any time. HLG may withdraw from Client's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay HLG's fees and costs legally owed in accordance with this Agreement for all work done (and costs incurred) through the termination of HLG's representation of Client.

9. No Waivers. A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

10. Errors and Omissions Insurance. HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

11. Integration. This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

12. Arbitration of Disputes. If any dispute arises between Client and HLG regarding services or billings or any other matter relating to the provisions or duties under this Agreement, such dispute shall be submitted to binding arbitration. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California, if any, then in effect. Any other dispute shall be arbitrated according to the arbitration rules of the Orange County Bar Association, if any, then in effect; and if there are no such rules in effect then in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator(s) shall be final and binding. The arbitrator(s) shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including attorneys' fees and the arbitrators' fees.

13. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this agreement or to resolve a dispute under this agreement, the

prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

14. Right to Consult Independent Counsel. HLG advises that Client has the right to consult independent counsel in connection with its decision to enter into this Agreement and recommends that it do so.

Dated: July 17, 2013

Harbottle Law Group

By: Dan Harbottle

S. Daniel Harbottle, Director

I have read and understood the foregoing terms and agree to them

Dated: _____, 2013

By: _____

Clark D. Hampton
Deputy Superintendent
Capistrano Unified School District

Exhibit A

TABULATION SHOWING PRE-HARBOTTLE LAW GROUP VS. CURRENT PROPOSED HOURLY RATES THROUGH JUNE 30, 2014

Title	Pre-May 2009 Hourly Rate	Current Proposed Hourly Rate
Partner	Approx. $235 hour	$195 hour
Associate	Approx. $235 hour	$190 hour
Paralegal	Approx. $125 hour	$95 hour

EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213204

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP

The Independent Contractor Agreement ICA 1213204 with Capistrano Unified School District and Harbottle Law Group called for an original contract period of July 1, 2013, through June 30, 2014.

The contract with Capistrano Unified School District and Harbottle Law Group shall be extended an additional twelve (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, not to exceed $150,000.

Except as set forth in this Extension Agreement, and Board approved on June 26, 2013, all other terms of the contract remain in full force and effect.

DISTRICT	CONSULTANT
Capistrano Unified School District	Harbottle Law Group
By: T Fluent Signature	By: Dan Harbottle Signature
Terry Fluent Print name	DAN HARBOTTLE Print Name
Director, Purchasing Title	DIRECTOR Title
Date: 6/30/14	Date: JUNE 5, 2014

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Exhibit A

TABULATION SHOWING PRE-HARBOTTLE LAW GROUP VS. CURRENT/PROPOSED HOURLY RATES THROUGH JUNE 30, 2014

Title	Pre-May 2009 Hourly Rate	Current/Proposed Hourly Rate
Partner	Approx. $235/hour	$195/hour
Associate	Approx. $235/hour	$190/hour
Paralegal	Approx. $125/hour	$95/hour

EXTENSION NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1314028
WITH

EDUCATIONAL BASED SERVICES

The Professional Services Agreement PSA 1314028 with Capistrano Unified School District and Educational Based Services called for the original contract period of July 1, 2013, through June 30, 2014.

The contract with Capistrano Unified School District and Educational Based 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. 2 Agreement, not to exceed $30,000.

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

Capistrano Unified School District	**Educational Based Services**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title

Board Approval Date:_____ Date:_____

FEE SCHEDULE

EBS – Educational Based Services
200 Skiles Blvd.
West Chester, Pennsylvania 19382
800.578.7906 X 214

$70.00 per hour

Should Speech Language Pathologist travel to multiple school sites, reimbursement for mileage will not be charged. Travel time in between schools during the day will be considered part of the work day and billed at the hourly rate. Travel to and from home is not considered part of the work day and will not be billed. Speech Language Pathologist workday will not exceed eight (8) hours per day and/or forty (40) hours per week.

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**) is effective as of June 13, 2013 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

EDUCATIONAL BASED 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 $50,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/13-6/30/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [signature]

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: [illegible]

CONSULTANT

Signature [signature]

Name. JOHN GUMPERT

Title: Special Ed. Coordinator

Address: 200 Sciles Blvd.
West Chester PA. 19382

Email Address: John.gumpert@elsschools.com

FEIN SSN 23-2720862

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: John Hungerford Date: 7/16/13

EXHIBIT A

FEE SCHEDULE

Educational Based Services (EBS)
~~P.O. Box 911~~ 200 Skiles Blvd.
~~Concordville, PA 19331~~ West Chester, PA 19382
(800) 578-7906

$70.00 per hour.
Should Speech Language Pathologist travel to multiple school sites, reimbursement
For mileage from one school location to another will be charged.
Mileage to and from employees home to work will not be included.

By: John Rampe Date: 7/16/13

EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
PSA 1314028

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

EDUCATIONAL BASED SERVICES

Professional Services Agreement No. PSA 1314028 called for an original contract period of July 1, 2013, through June 30, 2014.

The agreement with Educational Based 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 $30,000.

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

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Educational Based Services**
By: _____ Signature	By: _____ Signature
Terry Fluent	JOHN GUMPERT Print Name
Director, Purchasing	Special Ed. Coordinator Title
Date: 7/28/14	Date: 7/7/14

RECEIVED
JUL 15 2014
PURCHASING

EXHIBIT A

FEE SCHEDULE

Educational Based Services (EBS)
200 Skiles Blvd.
West Chester, PA 19382
(800) 578-7906

$70.00 per hour.
Should Speech Language Pathologist travel to multiple school sites, reimbursement
For mileage from one school location to another will be charged.
Mileage to and from employees home to work will not be included.

By: _____ Date: 7/7/14

EXTENSION NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1314114
WITH

MATTHEW WILLIAMS

The Professional Services Agreement PSA 1314114 with Capistrano Unified School District and Matthew Williams called for the original contract September 26, 2013 through September 25, 2014.

The contract with Capistrano Unified School District and Matthew Williams 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. 2 Agreement, not to exceed $10,000.

Except as set forth in this Extension Agreement, and Board approved on October 22, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Matthew Williams**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title
Board Approval Date:_____	Date:_____

Matthew Williams Enterprises, LLC

26205 Normandy, Roseville MI 48066 586-350-3854

Exhibit A

2015/2016 Fee Schedule

Nemeth, Literary and Music Braille

$4.00 per page Nemeth (math) and literary braille (No tactile drawings)

$4.50 per page Nemeth (science and chemistry)

$5.50 per page music braille (No tactile drawings)

$6.00 per page for tactile drawings for math

$7.00 per page for tactile drawings for science and chemistry

$8.00 per page for tactile drawings for music

UEB Braille

$6.00 per page for UEB and Encapsulated Nemeth

$9.00 per page for tactile drawings for UEB and Encapsulated

*The amounts are total amounts and not to be added together for a page cost.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**) is effective as of October 23, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

MATTHEW WILLIAMS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $15,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement The term of this base Agreement is for one year commencing September 26, 2013 through September 25, 20114 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 [X] Special Conditions [X] Required Documents and Certification [X] Purchase Order(s)

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: MATTHEW WILLIAMS

Title: PRES DIRT

Address: 26205 [illegible]

[illegible], MI 48066

Email Address: [illegible]@gmail.com

FEIN/SSN 375-54-1084

EXHIBIT A

Matthew Williams Enterprises, LLC

Matthew Williams

2013 Fee Schedule

$3.00 per page Nemeth (math, science and chemistry) and literary braille (No tactile drawings)

$4.25 per page music braille (No tactile drawings)

$5.25 per page for tactile drawings for math

$6.25 per page for tactile drawings for science and chemistry

$7.25 per page for tactile drawings for music

The amounts are total amounts and not to be added together for a page cost.

Exhibit A

SPECIAL CONDITIONS
ICA 1314114

MATTHEW WILLIAMS

Article 10, Insurance. *Reduce insurance limits of One Million dollars ($1,000,000) to Five Hundred Thousand $500,000*

Insurance Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of One Million dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of the Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.

EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
PSA 1314114

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MATTHEW WILLIAMS

Professional Services Agreement No. PSA 1314114 called for an original contract period of September 26, 2013, through September 25, 2014.

The agreement with Matthew Williams, 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 $15,000.

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

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Matthew Williams**
By: _____ Signature	By: _____ Signature
Terry Fluent	MATTHEW WILLIAMS Print Name
Director, Purchasing	MR. Title
Date: 7/28/14	Date: 7-7-14

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312

EXHIBIT A

Matthew Williams Enterprises, LLC

Matthew Williams

Fee Schedule

$3.00 per page Nemeth (math, science and chemistry) and literary braille (No tactile drawings)

$4.25 per page music braille (No tactile drawings)

$5.25 per page for tactile drawings for math

$6.25 per page for tactile drawings for science and chemistry

$7.25 per page for tactile drawings for music

The amounts are total amounts and not to be added together for a page cost.

EXTENSION NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1314158

WITH

ABBY ROZENBERG

The Professional Services Agreement PSA 1314158 with Capistrano Unified School District and Abby Rozenberg called for the original contract period of January 7, 2014 through January 6, 2015.

The contract with Capistrano Unified School District and Abby Rozenberg 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. 2 Agreement, not to exceed $5,000.

Except as set forth in this Extension Agreement, and Board approved on February 12, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Abby Rozenberg**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title
Board Approval Date:_____	Date:_____

EXHIBIT A

FEE SCHEDULE

Abby Rozenberg
2900 Bristol Street, Suite B103
Costa Mesa, CA 92626
(714)540-0730
(714)540-0742 FAX
arozenbergslp@sbcglobal.net

Speech and Language Evaluations (will rage depending on length of assessment)
$1,000.00 - $1,400.00

IEP attendance, expert testimony, consultation, school observation $135.00 per hour

By: _____ Date: 3/12/15

CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Abby Rozenberg,** has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2015-2016 fiscal year. Consultant is functioning solely as an independent educational evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company or practice.

2. School Grounds: 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 observation or interviews of staff and/or pupil.

3. Report: Upon completion of the independent educational evaluation, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to Parent.

4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentation to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

Type of Assessment	Qualification of Assessor	Approved Rate
Speech and Language Assessment	Speech Language Pathologist	Not to exceed $1,400/assessment

_____ _____

Consultant Date

Received by:

_____ _____

District Representative Date

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**) is effective as of February 13, 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").

ABBY ROZENBERG

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $6,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing January 7, 2014 through January 6, 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.

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 2/12/14

CONSULTANT

Signature: _____

Name: Abby Rozenberg

Title: SLP

Address: 2900 Bristol St B103
Costa Mesa, Ca 92626

Email Address: [illegible] @e.sbcglobal.net

FEIN/SSN: [illegible]

FEB 11 2014
PURCHASING

EXHIBIT A

FEE SCHEDULE

Abby Rozenberg
2900 Bristol Street, Suite B103
Costa Mesa, CA 92626
(714)540-0730
(714)540-0742 FAX
arozenbergslp@sbcglobal.net

Speech and Language Evaluations (will rage depending on length of assessment)

- $1,000.00 - $1,400.00

IEP attendance, expert testimony, consultation, school observation $135.00 per hour

By: _____ Date: 2/4/14

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: _____ Date: _____

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EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
PSA 1314158

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ABBY ROZENBERG

Professional Services Agreement No. PSA 1314158 called for an original contract period of January 7, 2014, through January 6, 2015.

The agreement with Abby Rozenberg, 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 $5,000.

Except as set forth in this Extension Agreement, and Board approved on February 12, 2014, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Abby Rozenberg**
By: T Fluent Signature	By: _____ Signature
Terry Fluent	Abby Rozenberg Print Name
Director, Purchasing	SLP Title
Date: 7/18/14	Date: 6/24/14

RECEIVED
JUL 07 2014
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EXHIBIT A

FEE SCHEDULE

Abby Rozenberg
2900 Bristol Street, Suite B103
Costa Mesa, CA 92626
(714)540-0730
(714)540-0742 FAX
arozenbergslp@sbcglobal.net

Speech and Language Evaluations (will rage depending on length of assessment)
$1,000.00 - $1,400.00

IEP attendance, expert testimony, consultation, school observation $135.00 per hour

By:_____ Date:_____

EXTENSION NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1314169

WITH

STAFFREHAB

The Professional Services Agreement PSA 1314169 with Capistrano Unified School District and StaffRehab called for the original contract period of march 18, 2014 through June 30, 2014.

The contract with Capistrano Unified School District and StaffRehab 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. 2 Agreement, not to exceed $100,000.

Except as set forth in this Extension Agreement, and Board approved on April 23, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**StaffRehab**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title

Board Approval Date:_____ Date:_____

Exhibit A

Fee Schedule

2015-16

StaffRehab
5000 Birch Street, West Tower, Suite 3000
Newport Beach, CA 92660
(888)835-0894

Speech Language Pathologist $70 per hour

By:_____ Date:_____

Contract No. PSA 1314169

CAPISTRANO

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement) is effective as of April 24, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

STAFFREHAB

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fee and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A". The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $20,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing March 18, 2014 through June 30, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [signature]

Name: Terry Flount

Title: Director, Purchasing

Board Approval Date: 4/22/14

CONSULTANT

Signature: [signature]

Name: [illegible]

Title: CEO

Address: [illegible] Bush St

[illegible]

Email Address: [illegible]

FEIN SSN: 27-0534975

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.

Date: 3-21-14

Exhibit A

Fee Schedule

StaffRehab
5000 Birch Street, West Tower, Suite 3000
Newport Beach, CA 92660
(888)835-0694

Speech Language Pathologist $70 per hour.

EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
PSA 1314169

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STAFFREHAB

Professional Services Agreement No. PSA 1314169 called for an original contract period of March 18, 2014, through June 30, 2014.

The agreement with StaffRehab, shall be extended for an additional 12 months, covering the period of 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 $10,000.

Except as set forth in this Extension Agreement, and Board approved on April 23, 2014, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**StaffRehab**
By: _____ Signature	By: _____ Signature
Terry Fluent	Sara Palmer Print Name
Director, Purchasing	CEO Title
Date: 7/28/14	Date: 7.11.14

Exhibit A

Fee Schedule

StaffRehab
5000 Birch Street, West Tower, Suite 3000
Newport Beach, CA 92660
(888)835-0894

Speech Language Pathologist $70 per hour

By: _____ Date: 7-11-14

AMENDMENT NO. 2 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1314169

WITH

STAFFREHAB

Professional Service Agreement No. PSA 1314169 with Capistrano Unified School District and StaffRehab called for services to be rendered at the rates shown in the agreement.

The contract with StaffRehab shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective September 15, 2014.

Except as set forth in this Amendment, and Board approved on April 23, 2014 all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**StaffRehab**
By: _____ Signature	By: _____ Signature
Terry Fluent	Sara Palmer Print Name
Director, Purchasing	Owner Title
Date: 10-30-2014	Date: 10-8-14

RECEIVED
PURCHASING

EXHIBIT A

FEE SCHEDULE

StaffRehab
5000 Birch Street, West Tower, Suite 3000
Newport Beach, CA 92660
(888) 835-0894

Speech Language Pathology Services

Speech Language Pathologist $70.00 per hour
Speech Language Pathologist Assistant $50.00 per hour

Signature _____ Date 10-6-14

Typed or Printed Name Sara Palmer-Dunn

EXTENSION NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. PSA 1314172

WITH

BUSINESS INTERPRISE PROFESSIONALS, LLC.

The Professional Services Agreement PSA 1314172 with Capistrano Unified School District and Business Interprise Professionals, LLC. called for the original contract period of April 24, 2014, through June 30, 2014.

The contract with Capistrano Unified School District and Business Interprise Professionals, LLC. 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. 2 Agreement, not to exceed $40,000.

Except as set forth in this Extension Agreement, and Board approved on April 23, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Business Interprise Professionals LLC.**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title

Board Approval Date:_____ Date:_____

Exhibit A

Fee Rate for Services
2015-16

Business Interprise Professionals, LLC
Ernest Proud, Ph.D.
8118 E. San Luis Dr.
Orange, CA 92869
(714)997-9942
Ernie.proud@sbcglobal.net

Service	**Rate Per Hour**
Individual Therapy	$85.00
Family Therapy	85.00
Collateral Therapy	85.00
Group Therapy	85.00
Mental Health Assessment Services	85.00
Mental Health/Behavioral Health Services	85.00

By _____ Date_____

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement) is effective as of April 24, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

BUSINESS INTERPRISE PROFESSIONALS, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $6,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing April 24, 2014 through June 30, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [signature]

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 4/23/14

CONSULTANT

Signature: [signature]

Name: Everest Proud

Title: Licensed Psychological / President

Address: 8178 E. San Luis Dr

Orange, CA 92869

Email Address: exile.proud@sbcglobal.net

FEIN/SSN 26-[illegible]

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APR 25 2014
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Exhibit A

Fee Rate for Services

Business Interprise Professionals, LLC
Ernest Proud, Ph.D.
8118 E. San Luis Dr.
Orange, CA 92869
(714)997-9942
Ernie.proud@sbcglobal.net

Service	Rate Per Hour
Individual Therapy	$85.00
Family Therapy	85.00
Collateral Therapy	85.00
Group Therapy	85.00
Mental Health Assessment Services	85.00
Mental Health/Behavioral Health Services	85.00

By Ernest Proud Date 7/17/2014

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

By: _____ Date: 4/17/2014

EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
PSA 1314172

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BUSINESS INTERPRISE PROFESSIONALS, LLC.

Professional Services Agreement No. PSA 1314172 called for an original contract period of April 24, 2014, through June 30, 2014.

The agreement with Business Interprise Professionals, LLC. shall be extended an covering the period of 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 April 23, 2014, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Business Interprise Professionals, LLC.**
By: _____ Signature	By: _____ Signature
Terry Fluent	Everett Reed
	Print Name
Director, Purchasing	President
	Title
Date: 7/17/14	Date: June 26, 2014

RECEIVED
JUN 30 2014
BY: _____

Exhibit A

Fee Rate for Services

Business Interprise Professionals, LLC
Ernest Proud, Ph.D.
8118 E. San Luis Dr.
Orange, CA 92869
(714)997-9942
Ernie.proud@sbcglobal.net

Service	Rate Per Hour
Individual Therapy	$85.00
Family Therapy	85.00
Collateral Therapy	85.00
Group Therapy	85.00
Mental Health Assessment Services	85.00
Mental Health/Behavioral Health Services	85.00

By Ernest Proud, Ph.D. Date 6/26/2014

EXTENSION NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1314190

WITH

WOODRUFF, SPRADLIN & SMART, APC

The Independent Contractor Agreement ICA 1314190 with Capistrano Unified School District and Woodruff, Spradlin & Smart, APC, called for the original contract period of March 31, 2014 through June 30, 2014.

The contract with Capistrano Unified School District and Woodruff, Spradlin & Smart, APC 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. 2 Agreement, not to exceed $5,000.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Woodruff, Spradlin & Smart, APC**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title

Board Approval Date:_____ Date:_____

EXHIBIT A

FEE SCHEDULE

NAME OF COMPANY OR INDIVIDUAL:	Woodruff, Spradlin & Smart
NAME OF CONTACT:	Daniel K. Spradlin
ADDRESS:	555 Anton Blvd., #1200, Costa Mesa, CA 92626
TELEPHONE NO.:	(714) 558-7000
FAX NO.:	(714) 835-7787

DESCRIPTION OF SERVICES:	Civil Litigation Defense	
RATE OF PAY & EXPENSES:	Civil Litigation:	Partners - $225 per hour
		Associates - $175 per hour
		Paralegals - $100 per hour
	Appellate Work:	Attorneys - $250 per hour
		Paralegals - $100 per hour

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

Signature: Daniel K. Spradlin Date: 3-11-15

Typed or Printed Name: Daniel K. Spradlin

Contract No. ICA 1314190

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement) is effective as of June 26, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

WOODRUFF, SPRADLIN & SMART, APC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $ 5,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing March 31, 2014 through June 30, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

[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: Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature Daniel K Spradlin

Name: DANIEL K SPRADLIN

Title: DIRECTOR OF LITIGATION

Address 555 ANTON BLVD STE 1200

COSTA MESA CA 92626

Email Address: Dspradlin@wss-law.com

FEIN/SSN 95-3672827

EXHIBIT A

legal

CAPISTRANO UNIFIED SCHOOL DISTRICT
ATTN: LEONA OLSON
EXECUTIVE DIRECTOR
RISK MANAGEMENT & COMPLIANCE SERVICES
33122 VALLE ROAD
SAN JUAN CAPISTRANO, CA 92675

Invoice 50605
March 31, 2014

ID: 5529-00001 - DKS

Re: GENERAL MISCELLANEOUS MATTERS

For Services Rendered Through 3/31/2014

Current Fees	1,462.50	
Current Disbursements	77.27	
Total Current Charges		1,539.77
Total Due		1,539.77

Fees

Date	Atty	Description	Hours	Amount
03/03/14	MLB	REVIEW E-MAIL FROM DR. LEPATNER REQUESTING OPINION REGARDING DISCIPLINE FOR OFF-CAMPUS MISBEHAVIOR; RESEARCH STATE STATUTES AND CASE LAW RE DISTRICT AUTHORITY TO CONTROL OFF-CAMPUS CONDUCT.	4.30	967.50
03/04/14	MLB	DRAFT LETTER TO DR. LEPATNER RE AUTHORITY AND POSSIBILE LIABILITY FOR IMPOSING DISCIPLINE AGAINST STUDENTS FOR OFF-CAMPUS CONDUCT.	2.20	495.00
		Total Fees	6.50	1,462.50

Disbursements

Date	Description	Amount
03/31/14	COMPUTERIZED LEGAL RESEARCH; RE OFF CAMPUS CONDUCT; WEST GROUP PAYMENT CENTER	77.27
	Total Disbursements	77.27

Fee Recap

	Hours	Rate/Hour	Amount

555 ANTON BOULEVARD, SUITE 1200 COSTA MESA CA 92626-7670 (714)558-7000 FAX (714)835-7787
FEDERAL TAX I.D. # 95-3678827 WWW.WSS-LAW.COM

M. LOIS BOBAK	PARTNER		6.50	225.00	1,462.50
		Totals	6.50		1,462.50

Account: WOODRUFF SPRADLIN & SMART COSTA MESA CA (1000047743)
Date Range: March 01, 2014 - March 31, 2014
Report Format: Summary-Account by Client by User by Day
Products: Westlaw WestlawNext
Content Families: All Content Families

Client 5529-01 RE OFF CAMPUS CONDUCT
User Name BOBAK LOIS (2391170)
Day 03/03/2014

Totals for Included	37	$247.00	$22.70	$0.00	$22.70
Totals for Day 03/03/2014	37	$247.00	$22.70	$0.00	$22.70
Day 03/04/2014					
Totals for Included	28	$594.00	$54.58	$0.00	$54.58
Totals for Day 03/04/2014	28	$594.00	$54.58	$0.00	$54.58
Day 03/05/2014					
Totals for Included	1	$0.00	$0.00	$0.00	$0.00
Totals for Day 03/05/2014	1	$0.00	$0.00	$0.00	$0.00
Totals for User Name BOBAK LOIS (2391170)	66	$841.00	$77.27	$0.00	$77.27
Totals for Client 5529-01 RE OFF CAMPUS CONDUCT	66	$841.00	$77.27	$0.00	$77.27

WOODRUFF, SPRADLIN & SMART
A Professional Corporation

CAPISTRANO UNIFIED SCHOOL DISTRICT
ATTN: LEONA OLSON
EXECUTIVE DIRECTOR
RISK MANAGEMENT & COMPLIANCE SERVICES
33122 VALLE ROAD
SAN JUAN CAPISTRANO, CA 92675

Invoice 50808
April 30, 2014

ID: 5529-00001 - DKS

Re: GENERAL MISCELLANEOUS MATTERS

For Services Rendered Through 4/30/2014

Balance Forward		1,539.77
Current Fees	525.00	
Total Current Charges		525.00
Total Due		2,064.77

Fees

Date	Atty	Description	Hours	Amount
04/01/14	BAM	RESEARCH RE PERMITTING PARENT TO VIEW SECURITY CAMERA VIDEO FOOTAGE (AT REQUEST OF CAPISTRANO UNIFIED SCHOOL DISTRICT).	3.00	525.00
		Total Fees	3.00	525.00

Fee Recap

		Hours	Rate/Hour	Amount
BRIAN A. MOORE	ASSOCIATE	3.00	175.00	525.00
	Totals	3.00		525.00

Open Invoices

Invoice Date	Invoice Number	Original Amount	Payments and Credits	Balance
03/31/14	50605	1,539.77	0.00	1,539.77
	Totals	1,539.77	0.00	1,539.77

555 ANTON BOULEVARD, SUITE 1200 COSTA MESA, CA 92626-7670 (714)558-7000 FAX (714)835-7787
FEDERAL TAX I.D. # 95-3678827 WWW.WSS-LAW.COM

EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314190

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

WOODRUFF, SPRADLIN & SMART, APC

The Independent Contractor Agreement ICA 1314190 with Capistrano Unified School District and Woodruff, Spradlin & Smart, APC called for an original contract period of March 31, 2014 through June 30, 2014.

The contract with Capistrano Unified School District and Woodruff, Spradlin & Smart, APC, shall be extended an additional twelve (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, not to exceed $5,000.

Except as set forth in this Extension Agreement, and Board approved on June 25, 2014, all other terms of the contract remain in full force and effect.

DISTRICT	CONSULTANT
Capistrano Unified School District	**Woodruff, Spradlin & Smart, APC**
By: Signature	By: Signature
Terry Fluent Print name	DANIEL K. SPRADLIN Print Name
Director, Purchasing Title	DIRECTOR OF LITIGATION Title
Date: 8/20/14	Date: 8-5-14

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348

EXHIBIT A

FEE SCHEDULE

NAME OF COMPANY OR INDIVIDUAL: **WOODRUFF, SPRADLIN & SMART**
NAME OF CONTACT: **DANIEL K. SPRADLIN**
ADDRESS: **555 ANTON BOULEVARD, SUITE 1200, COSTA MESA, CA 92626**
PHONE NO.: **714-558-7000**
FAX. NO.: **714-835-7787**
EMAIL ADDRESS (REQUIRED): **dspradlin@wss-law.com; tburnside@wss-law.com**

Description of Services: **Civil Litigation Defense**

Rate of Pay & Expenses:

Civil Litigation:	**Partners - $225.00 per hour**
	Associates - $175.00 per hour
	Paralegals - $100.00 per hour
Appellate Work:	**Attorneys - $250.00 per hour**
	Paralegals - $100.00 per hour

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

Signature _____ Date July 2, 2014

Typed or Printed Name M. Lois Babak

EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1415056

WITH

COMPREHENSIVE COLLEGE PREP, INCORPORATED

The Independent Contractor Agreement ICA 1415056 with Capistrano Unified School District and Comprehensive College Prep, Incorporated, called for the original contract period of July 10, 2014 through June 30, 2015.

The contract with Capistrano Unified School District and Comprehensive College prep, 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. 1 Agreement, not to exceed $10,000.

Except as set forth in this Extension Agreement, and Board approved on July 9, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Comprehensive College Prep, Incorporated**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title
Board Approval Date:_____	Date:_____

EXHIBIT A

COMPREHENSIVE COLLEGE PREP

CCPREP.org

Fee Schedule

Comprehensive College Prep, Inc.
Robert Bennigsdorf
26081 Merit Circle, Ste 123
(949) 305-6655
rob@ccprep.org

SAT/ACT Course - $325
Discount 10% - $292.50

AP Reviews - $100-$250 (varies by course)
Discount 10% - $90-$225 (varies by course)

Individual SAT/ACT tutoring - $50/hr
No discount available

Signature Robert Bennigsdorf Date 3/18/15

Typed or Printed Name Robert Bennigsdorf

Contract No. ICA 1415056

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**) is effective as of July 1, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

COMPREHENSIVE COLLEGE PREP, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $10,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing July 10, 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 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: Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 7/23/14

CONTRACTOR

Signature Robert Benningsdorf

Name: Robert Benningsdorf

Title: CEO, Comprehensive College Prep

Address 26091 Mercy Circle, Ste 109

Laguna Hills, CA 92653

Email Address: robert@ccprep.org

FEIN SSN 27-1929002

SEP 17 2014

PURCHASING

EXHIBIT A

COMPREHENSIVE COLLEGE PREP

CCPREP.org

Fee Schedule

Comprehensive College Prep, Inc.
Robert Bennigsdorf
26071 Merit Circle, Ste 109
(949) 294-1085
rob@ccprep.org

SAT/ACT Course - $325
Discount 10% - $292.50

AP Reviews - $100-$250 (varies by course)
Discount 10% - $90-$225 (varies by course)

Individual SAT/ACT tutoring - $50/hr
No discount available

Signature _____ Date 6·2·14

Typed or Printed Name Robert Bennigsdorf

EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1415058

WITH

BRAIN BUILDERS EDUCATIONAL PROGRAMS

The Independent Contractor Agreement ICA 1415058 with Capistrano Unified School District and Brain Builders Educational Programs, called for the original contract period of July 24, 2014 through June 30, 2015.

The contract with Capistrano Unified School District and Brain Builders Educational Programs 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. 1 Agreement, not to exceed $8,000.

Except as set forth in this Extension Agreement, and Board approved on July 22, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Brain Builders Educational Programs**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title

Board Approval Date:_____ Date:_____

EXHIBIT A

Brain Builders Educational Programs
Moulton Elementary School 2015-2016
Engineering with LEGO Bricks School Integration Price Sheet

		# of Weeks							
# Students	Fee/student/day	6	7	8	Price Break at 9 weeks	9	10	11	12
300	$ 8.00	$ 14,400.00	$ 16,800.00	$ 19,200.00	$ 7.50	$ 20,250.00	$ 22,500.00	$ 24,750.00	$ 27,000.00
400	$ 7.50	$ 18,000.00	$ 21,000.00	$ 24,000.00	$ 7.00	$ 25,200.00	$ 28,000.00	$ 30,800.00	$ 33,600.00
500	$ 7.00	$ 21,000.00	$ 24,500.00	$ 28,000.00	$ 6.50	$ 29,250.00	$ 32,500.00	$ 35,750.00	$ 39,000.00
600	$ 6.50	$ 23,400.00	$ 27,300.00	$ 31,200.00	$ 6.00	$ 32,400.00	$ 36,000.00	$ 39,600.00	$ 43,200.00
700	$ 6.00	$ 25,200.00	$ 29,400.00	$ 33,600.00	$ 5.50	$ 34,650.00	$ 38,500.00	$ 42,350.00	$ 46,200.00

Contract No. ICA 1415058

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**) is effective as of July 23, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

BRAIN BUILDERS EDUCATIONAL PROGRAMS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $ 8,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing July 24, 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 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: Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: Shane Veera

Title: C/O

Address PO Box 2797

Costa Mesa, CA 92628.

Email Address: Shane@BrainBuilderSEd.org

FEIN/SSN 27-4907532

RECEIVED
AUG 18 2014
PURCHASING

EXHIBIT A

Brain Builders Educational Programs
Moulton Elementary School
Engineering with LEGO Bricks School Integration Price Sheet

# Students	Fee/student	Total Fee/day	6 weeks	7 weeks	8 weeks
100	$ 9.00	$ 900.00	$ 5,400.00	$ 6,300.00	$ 7,200.00
200	$ 8.50	$ 1,700.00	$ 10,200.00	$ 11,900.00	$ 13,600.00
300	$ 8.00	$ 2,400.00	$ 14,400.00	$ 16,800.00	$ 19,200.00
400	$ 7.50	$ 3,000.00	$ 18,000.00	$ 21,000.00	$ 24,000.00
500	$ 7.00	$ 3,500.00	$ 21,000.00	$ 24,500.00	$ 28,000.00
600	$ 6.50	$ 3,900.00	$ 23,400.00	$ 27,300.00	$ 31,200.00

Moulton Elementary
Engineering with LEGO Bricks
School Integration Program with Brain Builders Educational Programs

Our Vision: To enable youth to think independently and achieve their goals!

Our Mission: We will accomplish our vision by offering classes that follow these 3 guidelines:

1. *Goal Setting* - Creating goals that students can achieve
2. *Teaching Concepts* (i.e. science, math, logic, critical thinking) - Teaching students concepts that they can apply to achieve their goals
3. *Creating an Interactive Environment* – Providing students with a hands-on environment where they can tangibly accomplish their goals

Our Goal: Providing Moulton Elementary school with our Engineering with LEGO Brick classes during school hours.

Benefits: As students apply themselves in engineering skills, our classes will help increase:

- Executive functioning skills
- Critical thinking
- Analysis
- Application of Concepts
- Re-evaluation
- Problem Solving
- Mechanics
- Spacial Recognition
- Motor Skills
- Patience & perseverance
- Learning from mistakes
- Conceptual thinking
- Independent thinking
- Good Sportsmanship
- Increased self confidence
- Goal setting
- Accomplishment
- Creativity

Our hope is that from their experience and what they learn in class, students will be able to apply these skills in different areas of life. Our goal is not just to "tell" students about concepts, but it is to enable students to apply new concepts both in class and in life!

Teaching Methods: We believe that the best teaching method is a balance between structure and creativity. Within each themed class, lessons and projects are specific and structured according to the session. Within the goals or build, the students then are able to use what they learned and their creativity to engineer a project to complete the challenge.

- Our pre-k and kinder class are non-competitive and we guide students through exploration and play in order to achieve the class goal while learning at their own pace.
- Our elementary (1st-5th) and middle school (6th-8th) classes introduce competition. However, we do this in a very encouraging way, emphasizing good sportsmanship and teamwork. Competition, guided in the proper way, helps students develop many important skills. Including, good sportsmanship, perseverance, learning by failure, humility, and having a good attitude.

We also believe that students learn best from a progressive curriculum, meaning lessons build upon each other leading up to the final goal. Much of our curriculum and projects are progressive and students are able to start on a simple project and end the class engineering a more advanced model.

Class Structure (for elementary and up classes):

1. Classes start with the introduction of concepts in physics, math, engineering, and/or science which pertain to the class project.
2. Students are introduced with many fun challenges ranging from easy to difficult.
3. Students engineer with LEGO® bricks in order to pass the challenges.

We offer instructions and examples for our basic builds and encourage the students to expand on their projects with the concepts they learned in class in order to complete the harder challenges.

Students will be building from organized, "engineering boxes" which has appropriate pieces for all our projects.

Our Instructors: Safety is our number one concern when working with adolescents so, all of our instructors are screened and fingerprinted through the DOJ and FBI. Beyond that, they are also checked on internet searches and popular social networking sites. Depending on what school districts, they are also cpr & first aid certified. We also hold meetings every 2 weeks to keep instructors in tip-top shape, so that students will benefit the most from their experience!

Curriculum: We have many different classes, however, here are the recommended ones for the first couple of classes along with a sample 7 week curriculum outline.

Curriculum is appropriate for all grades as the challenges have varying degrees of difficulty. We can have all students on the same curriculum or different ones according to grade level. Up for further discussion.

Super Structures:
Concepts taught include joints, triangulation, force, columns, and bridge designs.

1. Strong Joints in engineering and construction
    a. Students engineer a basic structure that can hold up against our "engineering hammer"
2. Strong Shapes and "bracing"
    a. Using LEGO technic bricks, students engineer different shapes to discover which is the strongest. Then they learn how to "brace" the week shapes.

3. Super Box Cannon Challenge
    a. Using concepts from the past 2 classes, students engineer a structure that can survive our box cannon!
4. Tall Towers and Load Bearing columns
    a. Students learn how to build a tall tower using load bearing columns that can hold a stack of books.
5. Cantilevers, what are they?
    a. Students learn about a cantilever and how they are used in everyday life.
6. Introduction to bridges
    a. Students learn different types of bridges including a beam, arch and a truss bridge.
7. Final day, strongest bridge challenge
    a. Students build their best bridge design and put it to the test against our bridge crusher, which measures the amount of force it takes to break the bridge!

Catapults & Trebuchets:

Concepts taught include, levers, force, potential and kinetic energy, 1st law of thermodynamics, counterweight and angles.

1. Levers
    a. What are they?
2. Scales
    a. Students discover effects of arm length.
3. Rubber band catapults
    a. Students build a working rubber band catapult
4. Rubber band catapults day 2
    a. Working in teams, students create their own design
5. Trebuchet
    a. Students build a trebuchet and discover counterweight and sling arms
6. Students team up to design a catapult that can launch and object the furthest
7. Final day competition
    a. Who can launch a LEGO brick the furthest!

A day at Moulton, Class Structure
Open for discussion

- Meet 1 -2 days a week
- 1 grade per 6-8 day session
- Grade levels split throughout the year (example: Kindergarten for 7 weeks, then 1st grade for 7 weeks, etc.)
- Max of 1 class at a time(between 25-35 students)
- 3-4 classes per day, depending on amount of students
- 1 hour and 15 minute classes

Side Notes:

If we stick with one curriculum for all grades, we can also plan an end of the year engineering challenge that you can use as a fundraiser. For example," $50 to enter your team into Moulton's Catapult Challenge!" It would be a day where teams can come and compete against each other to see who can engineer the best project. We can have trophies and medals and the proceeds will go to Moulton Elementary.

EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1415065

WITH

THINKING MAPS, INCORPORATED

The Independent Contractor Agreement ICA 1415065 with Capistrano Unified School District and Thinking Maps, Incorporated, called for the original contract period of August 14, 2014 through June 30, 2015.

The contract with Capistrano Unified School District and Thinking Maps, 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. 1 Agreement, not to exceed $10,000.

Except as set forth in this Extension Agreement, and Board approved on August 13, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Thinking Maps, Incorporated**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title
Board Approval Date:_____	Date:_____

EXHIBIT A

FEE SCHEDULE

NAME OF COMPANY OR INDIVIDUAL:
Thinking Maps, Inc.
NAME OF CONTACT
Susan Cossaboom, Local Rep - Dan Courtney, Corporate Offices
ADDRESS
401 Cascade Pointe Lane, Cary, NC 27513 - Corporate Offices

PHONE NO.
Local: 714-693-7042 Office. 714-458-9720 Mobile
Corporate Office: 800-243-9169
FAX. NO.
EMAIL ADDRESS (REQUIRED)
Local: smc@cossaboom.net
Corporate: Dan@thinkingmaps.com

Description of Services
Staff Development

Rate of Pay & Expenses
Training of Trainers: $2,000 / Daily
Teacher Direct Training: $1,500 / Daily

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

Signature Susan Cossaboom Date 3/18/2015

Typed or Printed Name Susan Cossaboom

Contract No. 1415065

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**) is effective as of August 14, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

THINKING MAPS, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $10,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing August 14, 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 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.

RECEIVED AUG 15 2014 PURCHASING

DISTRICT

By: T Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature: Dan C

Name: DAN COURTNEY

Title: OFFICE MANAGER

Address: 401 CASCADE POINTE LN
CARY, NC 27513

Email Address: DAN@THINKINGMAPS.com

FEIN/SSN: 56-1717372

EXHIBIT A

THINKING MAPS

Special Contractual Agreement for Purchase of Consulting Services and Materials

Contract Number: 7619 (will appear on your invoices for these days)

This agreement entered into on 4/8/2014, by and between the Contractor, Thinking Maps Inc., and the Customer:

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of $2000.00 per day for a total of 5 day(s). The following dates are scheduled: 8/25/2014, 8/26/2014, 8/27/2014, 2 TBD. Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on 8/25/2014 . Any changes to dates on this agreement must be performed no later than 4/8/2015.

Cancellation / Date Change Policy

Ten (10) business days advance notice in writing via email (dan@thinkingmaps.com) or fax (919-678-8782) is required for any contract cancellations or date changes. If the Customer cancels the contract or changes a scheduled training date within 10 business days of the contracted date, the Customer will be billed for all consultant fees, unless the cancellation or change is the result of "acts of God" or *force majeure*.

Special Contractual Agreement for
Purchase of Consulting Services and Materials

Contract #: 7619

Consultant Name: Ms. Kristin Clark

Description of Training: Thinking Maps TOT

Customer Name (Please print or type name of entity)	Federal Identification Number
Customer Address	Signature
City • State • Zip	Print Name and Title
Phone Number	Date

Thinking Maps Inc.

401 Cascade Pointe Lane

Cary, North Carolina 27513

Federal I.D. #: 56-1717372

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com

4/8/2014

Please mail or fax a signed copy of this contract within 15 business days from (4/8/2014) to:

Thinking Maps Inc.
401 Cascade Pointe Lane
Cary, NC 27513
Fax: (919) 678-8782

2

EXTENSION NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
CONTRACT NO. ICA 1415086

WITH

SOLIANT HEALTH, INCORPORATED

The Professional Service Agreement PSA 1415086 with Capistrano Unified School District and Soliant Health, Incorporated called for the original contract period of September 4, 2014 through June 30, 2015.

The contract with Capistrano Unified School District and Soliant Health, 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. 1 Agreement, not to exceed $80,000.

Except as set forth in this Extension Agreement, 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:_____

Exhibit A

Fee Schedule
2015-16

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:_____ 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.

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

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

DISTRICT
By: [signature]
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 10/8/14

CONSULTANT
Signature: [signature]
Name: Lesley Slaughter
Title: Director
Address: 1979 Lakeside Pkwy Ste 800
Tucker, GA 30084
Email Address: lesley.slaughter@soliant.c
FEIN SSN: 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: Sulley Burkett Date: 10/17/14

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: Shelley 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: T Fluent Signature	By: Snelley Burkett Signature
Terry Fluent	Snelley Burkett Print Name
Director, Purchasing	Senior Associate Title
Date: 11/20/14	Date: 10/17/14

RECEIVED
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EXTENSION NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
CONTRACT NO. PSA 1415105

WITH

ROBIN LEE MORRIS

The Professional Service Agreement PSA 1415105 with Capistrano Unified School District and Robin Lee Morris, called for the original contract period of September 1, 2014 through June 30, 2015.

The contract with Capistrano Unified School District and Robin Lee Morris, 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. 1 Agreement, not to exceed $8,000.

Except as set forth in this Extension Agreement, and Board approved on July 9, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Robin Lee Morris**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title
Board Approval Date:_____	Date:_____

Fee Schedule

2015-16

EXHIBIT A

Robin Lee Morris, PsyD., L.M.F.T.
26440 La Almeda, Suite 220
Mission Viejo, CA 92691
(949)351-3770
Drmorris05@yahoo.com

Psycho educational Assessment **$3,600.00**

Independent Educational Evaluation

Includes diagnostic interview, psychological testing, record review, interviews, questionnaires and written report with conclusions and recommendations.

Attendance at Individual Educational Plan Meetings

1 hour meeting attendance - $180.00
2 hour meeting attendance - $320.00

By:_____ Date:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Dr. Robin Lee Morris,** has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2015-2016 fiscal year. Consultant is functioning solely as an independent educational evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company or practice.

2. School Grounds: 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 observation or interviews of staff and/or pupil.

3. Report: Upon completion of the independent educational evaluation, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to Parent.

4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentation to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

Type of Assessment	Qualification of Assessor	Approved Rate
Psycho educational Assessment	Psychologist	$3,600.00/assessment

Consultant _____ Date _____

Received by:

District Representative _____ Date _____

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**) is effective as of September 25, 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").

ROBIN LEE MORRIS

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 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 commencing September 1, 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.

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: Robin Morris

Name: DR. Robin Morris

Title: Psychologist

Address: 26440 LA Alameda #220
Mission Viejo CA 92691

Email Address: DRMORRIS@yahoo.com

FEIN/SSN 77-0643287

RECEIVED
SEP 24 2014
PURCHASING

CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Robin Lee Morris, Psy.D. L.M.F.T.**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2014-2015 fiscal year. Consultant is functioning solely as an independent educational evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company or practice.

2. School Grounds: 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 observation or interviews of staff and/or pupil.

3. Report: Upon completion of the independent educational evaluation, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to Parent.

4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentation to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

Type of Assessment	Qualification of Assessor	Approved Maximum Amount per Assessment
Psycho-educational Assessment	Licensed Psychologist	$3,500.00

Robin Morris
Consultant

9-21-14
Date

Received by:

District Representative

Date

Fee Schedule

EXHIBIT A

Robin Lee Morris, PsyD., L.M.F.T.
26440 La Almeda, Suite 220
Mission Viejo, CA 92691
(949)351-3770
Drmorris05@yahoo.com

Psycho educational Assessment $3,150.00

Independent Educational Evaluation

Includes diagnostic interview, psychological testing, record review, interviews, questionnaires and written report with conclusions and recommendations.

Attendance at Individual Educational Plan Meetings

1 hour meeting attendance - $180.00
2 hour meeting attendance - $320.00

By: _____ Date: 9/21/14

EXTENSION NO. 1 TO PROFESSIONAL SERVICE AGREEMENT
CONTRACT NO. PSA 1415106

WITH

ALPHA VISTA SERVICES, INCORPORATED

The Professional Service Agreement PSA 1415106 with Capistrano Unified School District and Alpha Vista Services, Incorporated called for the original contract period of September 1, 2014 through June 30, 2015.

The contract with Capistrano Unified School District and Alpha Vista Services, 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. 1 Agreement, not to exceed $45,000.

Except as set forth in this Extension Agreement, and Board approved on September 24, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Alpha Vista Services, Incorporated**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title
Board Approval Date:_____	Date:_____

AlphaVista
SERVICES
WORK LOCALLY, IMPACT GLOBALLY

Exhibit A
2015-16

Rate Card-Alpha Vista Services, Inc.

Rates for Capistrano USD for the 2015-16 school year are as follows:

Speech Language Pathologist : $79.50 per hour

- Based on 8 hrs. per day/5 days per week

1290 Kifer Road Suite 301 Sunnyvale CA-94086 USA Tel: 408 331 2181 Fax: 408 519 3457

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**) is effective as of September 25, 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").

ALPHA VISTA SERVICES, 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 $45,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is commencing September 1, 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.

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 9/24/14

CONSULTANT

Signature: _____

Name: Pradeesh Thomas

Title: CEO

Address: 1290 Kifer Rd, Ste 301
Sunnyvale, CA 94086

Email Address: pthomas@alphavistausa.com

FEIN/SSN 20-439-6251

RECEIVED
SEP 10 2014
PURCHASING

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By:_____ Date: 9/1/14

AlphaVista

WORK LOCALLY, IMPACT GLOBALLY

Rate Card-Alpha Vista Services, Inc.

Rates for Capistrano USD for the 2014-2015 School Year are as follows:

- SLP $79.50 per hour

8 Hrs. Per Day/5 Days Per Week

1290 Kifer Road Suite 301 Sunnyvale CA-94089 USA Tel: 408 331 2161 Fax: 408 519 7437
www.alphavistausa.com

EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. ICA 1415140

WITH

COAST 2 COAST SOCCER

The Independent Contractor Agreement ICA 1415140 with Capistrano Unified School District and Coast 2 Coast Soccer called for the original contract period of November 13, 2014 through June 30, 2015.

The contract with Capistrano Unified School District and Coast 2 Coast Soccer 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. 1 Agreement, not to exceed $10,000.

Except as set forth in this Extension Agreement, and Board approved on November 12, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Coast 2 Coast Soccer**
By:_____ Signature	By:_____ Signature
Lynh N. Rust	_____ Print Name
Executive Director, Contracts & Purchasing	_____ Title
Board Approval Date:_____	Date:_____

EXHIBIT A

Coast 2 Coast Coaching

27324 Camino Capistrano #203
Laguna Niguel, CA 92677

March 18, 2015

FEE SCHEDULE

Coast 2 Coast Coaching

Nick Telford

27324 Camino Capistrano Suite #203

Laguna Niguel, CA 92677

(760)687-3764

(760)452-7509

Nick@c2csoccer.com

Description of Services

Coast 2 Coast Soccer will provide After School Soccer & STEM clinics to the students of San Juan Capistrano School District at selected schools. Our coaches will engage the students in relevant STEM topics train them in the techniques and skills of soccer.

Rates of Pay

Options	Sessions Per Week	Session Duration	Student Capacity	Price per session	Price per child per session	Total Price -10 wks
A	2	1.5	40, or 80	$110	$2.8	$2,200
B	2	1	20 or 40	$85	$4.3	$1,700
C	1	1.5	40	$125	$3.1	$1,250
D	1	1	20	$95	$4.8	$950

Contract No. ICA 1415140

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**) is effective as of November 13, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

COAST 2 COAST SOCCER

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $6,250 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing November 13, 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 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: T Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 11/12/14

CONTRACTOR

Signature: Nick Telford

Name: Nick Telford

Title: Owner

Address: 27324 Camino Capistrano #203
Laguna Niguel CA 92677

Email Address: Nick@c2csoccer.com

FEIN/SSN: 26-4615782

RECEIVED
NOV 12 2014
PURCHASING

EXHIBIT A

Coast 2 Coast Soccer

27324 Camino Capistrano #203
Laguna Niguel, CA 92677

Oct 2, 2014

FEE SCHEDULE

Coast 2 Coast Soccer

Nick Telford

27324 Camino Capistrano Suite #203

Laguna Niguel, CA 92677

(760)687-3764

(760)452-7509

Nick@c2csoccer.com

Description of Services

Coast 2 Coast Soccer will provide After School Soccer clinics to the students of San Juan Capistrano School District at selected schools. Our coaches will train the students in the techniques and skills of soccer using fun and engaging teaching methodologies.

Rate of Pay

$125 per 1.5 hours session working with 40 students

10 week program @ 1 session per week = $1,250 per school site

Total Cost: $1,250 * 5 schools = $6,250

AMENDMENT NO. 2 TO MASTER CONTRACT AGREEMENT
MCA 1415021

WITH

MARDAN SCHOOL

Master Contract Agreement No. MCA 1415021 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Master Contract Agreement No. MCA 1415021 shall be increased to $230,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 11, 2014, all other terms of the contract remain in full force and effect.

Board Approval Date: _____

MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA** or **District**") and the contractor listed below ("**Contractor**").

MARDAN SCHOOL

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: [signature]

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: Terrie L Gero Smead

Name: Terrie L Gero Smead

Title: Director of Finance

Email address tgero@mardanschool.org

FEIN SSN 95-2547240

RECEIVED
JUN 11 2014
PURCHASING

EXHIBIT A: RATES

CONTRACTOR **Mardan School** **CONTRACTOR NUMBER** **30-73650-6937278** **2014-2015**

(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **7 Classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$172.00	Daily
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
MCA 1415021

WITH

MARDAN SCHOOL

Master Contract Agreement MCA 1415021 with Mardan School called for services to be rendered at the rates shown in the agreement.

The contract with Mardan School shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2014.

Except as set forth in this Amendment, and Board approved on June 11, 2014, all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Mardan School**
By: T Fluent Signature	By: Terrie Gero Smead Signature
Terry Fluent	Terrie Gero Smead Print Name
Director, Purchasing	Director of Finance Title
Date: 11/20/14	Date: 11/6/14

RECEIVED
NOV 13 2014
PURCHASING

EXHIBIT A: RATES

CONTRACTOR Mardan School CONTRACTOR NUMBER 30-73650-6937278 2014-2015

(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 7 Classrooms **If blank, the number shall be as determine CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed
Total LEA enrollment may not exceed

	Rate	Period
A. Basic Education Program/Special Education Instruction	$172.00	Daily
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1)	a. Transportation Round Trip		
	b. Transportation One Way		
	c. Transportation Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Consultation Services	$75.00	Per Hour
	b. Educational Counseling Group of		
	c. Counseling Parent		
(3)	a. Adapted Physical Education Individual		
	b. Adapted Physical Education Group of		
	c. Adapted Physical Education Group of		
(4)	a. Language and Speech Therapy Individual		
	b. Language and Speech Therapy Group of 2		
	c. Language and Speech Therapy Group of 3		
	d. Language and Speech Therapy Per diem		
	e. Language and Speech Consultation Rate		
(5)	a. Additional Classroom Aide Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant Group of 2		
	c. Additional Instructional Assistant Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy Individual		
	b. Occupational Therapy Group of 2		
	c. Occupational Therapy Group of 3		
	d. Occupational Therapy Group of 4 - 7		
	e. Occupational Therapy Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention Supervision		
	Provided by:		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

5/14/14

AMENDMENT NO. 2 TO MASTER CONTRACT AGREEMENT
MCA 1415013

WITH

NEW HAVEN YOUTH AND FAMILY SERVICES

Master Contract Agreement No. MCA 1415013 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Master Contract Agreement No. MCA 1415013 shall be increased to $475,000 for additional services requested by the District.

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.

Board Approval Date: _____

MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of September 11, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA** or **District**") and the contractor listed below ("**Contractor**").

NEW HAVEN YOUTH AND FAMILY SERVICES

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: T Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By:

Name: DOREEN QUINN

Title: CEO

Email address DQUINN@NEWHAVENYFS.ORG

FEIN/SSN 95-3161628

RECEIVED
SEP 09 2014
PURCHASING

EXHIBIT A: RATES

CONTRACTOR New Haven Youth and Family Services CONTRACTOR NUMBER 37-68452-7072713 2014-2015

(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 7 classrooms **If blank, the number shall be as determine b CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed
Total LEA enrollment may not exceed

	Rate	Period
A. Basic Education Program/Special Education Instruction-Residential Student	$122.00	Daily
Basic Education Program/Dual Enrollment - Day Student	$134.00	Daily

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

B. Related Services			
(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling - Individual		
(3)	a. Adapted Physical Education - Individual		
	Community Based Services		
(4)	a. Individual Counseling – Community Based	$100.00	Per Hour
	b. Individual Counseling – NH Outpatient Office(s)	$ 80.00	Per Hour
	c. Family Counseling - Community Based	$100.00	Per Hour
	d. Family Counseling - NH Outpatient Office (s)	$ 80.00	Per Hour
	e. Group Counseling (Per client) Community Based	$ 65.00	Per Hour
	f. Behavior Intervention Specialist (Includes Assessment,Intervention Plan	$ 75.00	Per Hour
	g. Therapeutic Behavioral Services /Coaching (TBS) Current Riverside County Contracted Rate	$117.00	Per Hour
	h. Case Management- Community Based Social Work Services	$ 50.00	Per Hour
	i. Intensive Community Based Case-Management Services (At least 3 hrs week of services). All Inclusive Rate (Case Management, Therapy, Behavioral Specialist, Crisis Management)	$2200.00	Per Month
(5)	a. Additional Classroom Aide – Individual (must be authorized in IEP)	$ 30.00	Per Hour
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy - Individual	$100.00	Per Hour
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention - Supervision		
(10)	Vocational Services	$65.00	Per Hour
(12)	Residential Board and Care Mental Health	$8,714.00	Per Month
(13)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA
**By credentialed Special Education Teacher

AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
MCA 1415013

WITH

NEW HAVEN YOUTH AND FAMILY SERVICES

Master Contract Agreement No. MCA 1415013 called for services to be rendered at the rates shown in the agreement.

The fee schedule on Master Contract Agreement No. MCA1415013 shall be amended to include additional services as requested by the District, as shown in Exhibit A to this 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.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	New Haven Youth and Family Services
By: Signature	By: Signature
Terry Fluent	DOREEN QUINN Print Name
Director, Purchasing	CEO Title
Date: 10.30 2014	Date: 10/3/14

EXHIBIT A: RATES

CONTRACTOR New Haven Youth and Family Services CONTRACTOR NUMBER 37-68452-7072713 2014-2015

(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 7 classrooms **If blank, the number shall be as determine CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed
Total LEA enrollment may not exceed

	Rate	Period
A. Basic Education Program/Special Education Instruction-Residential Student	$122.00	Daily
Basic Education Program/Dual Enrollment - Day Student	$134.00	Daily

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

B. Related Services

(1)	a. Transportation	$2.50	Per Mile
	b. Transportation	$20.00	Per Hour
	c. Transportation - Residential Student	$.56	Per Mile
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling - Individual		
(3)	a. Adapted Physical Education - Individual		
	Community Based Services		
(4)	a. Individual Counseling - Community Based	$100.00	Per Hour
	b. Individual Counseling - NH Outpatient Office(s)	$ 80.00	Per Hour
	c. Family Counseling - Community Based	$100.00	Per Hour
	d. Family Counseling - NH Outpatient Office (s)	$ 80.00	Per Hour
	e. Group Counseling (Per client) Community Based	$ 65.00	Per Hour
	f. Behavior Intervention Specialist (Includes Assessment;Intervention Plan	$ 75.00	Per Hour
	g. Therapeutic Behavioral Services /Coaching (TBS) Current Riverside County Contracted Rate	$117.00	Per Hour
	h. Case Management- Community Based Social Work Services	$ 50.00	Per Hour
	i. Intensive Community Based Case-Management Services (At least 3 hrs week of services), All Inclusive Rate (Case Management, Therapy, Behavioral Specialist, Crisis Management)	$2200.00	Per Month
(5)	a. Additional Classroom Aide - Individual (must be authorized in IEP)	$ 30.00	Per Hour
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy - Individual	$100.00	Per Hour
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention - Supervision		
(10)	Vocational Services	$65.00	Per Hour
(12)	Residential Board and Care Mental Health	$8,714.00	Per Month
(13)	Residential Mental Health Services		

*Parent transportation reimbursement rates are to be determined by the LEA
**By credentialed Special Education Teacher

AMENDMENT NO. 2 TO MASTER CONTRACT AGREEMENT
MCA 1415013

WITH

OCEAN VIEW

Master Contract Agreement No. MCA 1415013 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Master Contract Agreement No. MCA 1415013 shall be increased to $850,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 11, 2014, all other terms of the contract remain in full force and effect.

Board Approval Date: _____

MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 12, 2014 between Capistrar Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and tl contractor listed below ("Contractor").

OCEAN VIEW

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents a designated below titled Nonpublic, Nonsectarian School Agency Services Master Contract, Special Conditions, and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein District and Contractor acknowledge, and agree to be bound by, the terms set forth in the attached documents as if suci additional terms were set forth in full herein

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

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

"DISTRICT"

By: [signature]

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: Helen Condas LCSW

Name: Helen Condas LCSW

Title: Ocean View NPS Director

Email address: condashc@aol.com

FEIN SSN: 33-0845055

EXHIBIT A: RATES

CONTRACTOR Ocean View CONTRACTOR NUMBER 30-73635-7098866 2014-2015

(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 4 Classrooms If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$152.00	Daily
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1)	a. Transportation – Round Trip	$ 60.00	Daily
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Counseling and Guidance Services	$120.00	Per hour
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Development & Remediation	$120.00	Per hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	$110.00	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Instruction***		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
MCA 1415019

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

OCEAN VIEW

Master Contract Agreement No. MCA 1415019 called for services to be rendered at the rates shown in the agreement.

The contract with Ocean View shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2014.

Except as set forth in this Amendment, and Board approved on June 11, 2014, all other terms of the contract remain in full force and effect.

DISTRICT	CONSULTANT
Capistrano Unified School District	**Ocean View**
By: _____ Signature	By: Helen Condas, exec Signature
Terry Fluent	Helen Condas Print Name
Director, Purchasing	Director Title
Date: 10 30 2014	Date: 10/15/14

EXHIBIT A: RATES

CONTRACTOR Ocean View CONTRACTOR NUMBER 30-73635-7098866 2014-2015

(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 4 Classrooms If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$152.00	Daily
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1)	a. Transportation – Round Trip	$ 60.00	Daily
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Counseling and Guidance Services	$120.00	Per hour
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Development & Remediation	$120.00	Per hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	$110.00	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Private Voice Lessons	$ 90.00	Per hour
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA NO. 1415101

WITH

ORANGE COUNTY TANK TESTING, INCORPORATED

Agreement for Independent Contractor Agreement No. 1415101 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Independent Contractor Agreement 1415101 shall be amended to $18,000 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on October 8, 2014, all other terms of the contract remain in full force and effect.

DISTRICT	**CONTRACTOR**
Capistrano Unified School District	**Orange County Tank Testing, Incorporation**
By: _____ Signature	By: _____ Signature
Lynh N. Rust	_____ Print Name
Exec. Director, Contracts & Purchasing	_____ Title
Date: _____	Date: _____

CAPISTRANO

FEE SCHEDULE
PERIOD 7/1/14 to 6/30/15

COMPANY NAME: Orange County Tank Testing, Inc.

REP NAME: Larry Henry

E-MAIL ADDRESS: lphenry@juno.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:
Monthly Designated Operator, Annual 461 Vapor Testing, Annual Monitor Certifications
SB989 Testing

HOURLY RATE:

Description or Classification	Dollar ($) Amount
4 Sites Monthly Desinated Operator Insp.	$6000.00
3 Sites Annual AQMD 461 Testing	$1785.00
4 Sites Annual Monitor Certifications	$2295.00
Labor Rate Per Hour	$75.00
4 Sites SB989 Testing	$5875.00

PARTS PERCENTAGE MARK-UP:

10%

ANY ADDITIONAL CHARGES:

Contract No. 1415101

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement) is effective as of ~~September 25, 2014~~ October 9, 2014, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

ORANGE COUNTY TANK TESTING, INCORPORTED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed $15,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing July 1, 2014 to June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 10/8/14

CONTRACTOR

Signature: Larry P. Henry

Name: Larry Henry

Title: President

Address: Orange County Tank Testing, Inc.
225 N. Loara Street, Anaheim, Ca 92801

Email Address: lphenry@junc.com

FEIN/SSN [redacted]

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA NO. 1415176

WITH

MILLER MECHANICAL

Agreement for Independent Contractor Agreement No. 1415176 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Independent Contractor Agreement 1415176 shall be amended to $35,000 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on January 28, 2015, all other terms of the contract remain in full force and effect.

DISTRICT	**CONTRACTOR**
Capistrano Unified School District	**Miller Mechanical**
By: _____ Signature	By: _____ Signature
Lynh N. Rust	_____ Print Name
Exec. Director, Contracts & Purchasing	_____ Title
Date: _____	Date: _____

CAPISTRANO
UNIFIED SCHOOL DISTRICT

FEE SCHEDULE
PERIOD: 7/1/2014 to 6/30/2015

COMPANY NAME: Miller Mechanical

REP NAME: Tim Miller

E-MAIL ADDRESS: Tim.MillerMech@yahoo.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Service / maintenance refrigeration equipment.

HOURLY RATE:

Description or Classification	Dollar ($) Amount
Standard Labor	100.00 per hr.

PARTS PERCENTAGE MARK-UP:

Varies according to cost of parts. List price of parts discounted by wholesaler. Amount of liability associated with part.

ANY ADDITIONAL CHARGES:

Truck charge 75.00 - Truck charge reduced or eleminated on consecutive calls on same day.

Contract No. 1415176

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**) is effective as of **January 29, 2015**, 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").

MILLER MECHANICAL

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed **$ 10,000** annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for seven months commencing **December 1, 2014**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By:

Name: Lynh N. Nguyen

Title: Executive Director, Contracts & Purchasing

Board Approval Date: 01·28·15

CONTRACTOR

Signature

Name: TIM MILLER

Title: PRESIDENT

Address PO Box 782995

CORONA, CA 92877

Email Address: tim.millermech@yahoo.com

FEIN/SSN [redacted]

AMENDMENT NO. 3 TO MASTER CONTRACT AGREEMENT
MCA 1415048

WITH

OLIVE CREST ACADEMY

Master Contract Agreement No. MCA 1415048 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Master Contract Agreement No. MCA 1415048 shall be increased to $400,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 11, 2014, all other terms of the contract remain in full force and effect.

Board Approval Date: _____

MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 10, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

OLIVE CREST ACADEMY

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

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

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

"DISTRICT"

By: Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: Nina E Coull

Name: Nina E Coull

Title: Director of Special Education

Email address: Nina-Coull@olivecrest.org

FEIN/SSN

EXHIBIT A: RATES

CONTRACTOR **Olive Crest Academy** **CONTRACTOR NUMBER** **30-66621-7102924** **2014-2015**

(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **13 Classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$163.00	Daily
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1)	a. Transportation – Round Trip	$42.00	Daily
	b. Transportation – One Way	$52.00	Daily
	c. Transportation – Dual Enrollment	$62.00	Daily
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	$105.00	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
MCA 1415048

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

OLIVE CREST ACADEMY

Master Contract Agreement MCA 1415048 called for services to be rendered at the rates shown in the agreement.

The contract with Olive Crest Academy shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2014.

Except as set forth in this Amendment, and Board approved on July 7, 2014 all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Olive Crest Academy**
By: _____ Signature	By: _____ Signature
Terry Fluent	Nina E Gaull Print Name
Director, Purchasing	Director of Special Education Title
Date: 9/18/14	Date: 8/25/14

EXHIBIT A: RATES

CONTRACTOR Olive Crest Academy CONTRACTOR NUMBER 30-66621-7102924 2014-2015

(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **13 Classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$163.00	Daily
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1)	a. Transportation – Round Trip	$42.00	Daily
	b. Transportation – One Way	$52.00	Daily
	c. Transportation – Dual Enrollment	$62.00	Daily
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual	$100.00	Per Hour
	b. Language and Speech Therapy – Group of 2	$ 60.00	Per Hour
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Assessment	$125.00	Per Hour
	e. Language and Speech – Consultation Rate	$ 60.00	Per Hour
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	$105.00	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

AMENDMENT NO. 2 TO MASTER CONTRACT AGREEMENT
MCA 1415048

WITH

OLIVE CREST ACADEMY

Master Contract Agreement MCA 1415048 called for services to be rendered at the rates shown in the agreement.

The contract with Olive Crest Academy shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2014.

Except as set forth in this Amendment, and Board approved on July 7, 2014 all other terms of the contract remain in full force and effect.

DISTRICT	**CONSULTANT**
Capistrano Unified School District	**Olive Crest Academy**
By: _____ Signature	By: _____ Signature
Lynh N. Nguyen	Nina E Frankman
Executive Director, Contracts & Purchasing	Print Name
	Director of Special Education
	Title
Date: 01-16-2015	Date: 12/16/14

EXHIBIT A: RATES

CONTRACTOR **Olive Crest Academy** CONTRACTOR NUMBER **30-66621-7102924** **2014-2015**

(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed **13 Classrooms** **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction	$163.00	Daily
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1)	a. Transportation – Round Trip	$42.00	Daily
	b. Transportation – One Way	$52.00	Daily
	c. Transportation – Dual Enrollment	$62.00	Daily
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual	$100.00	Per Hour
	b. Language and Speech Therapy – Group of 2	$ 60.00	Per Hour
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Assessment	$125.00	Per Hour
	e. Language and Speech – Consultation Rate	$ 60.00	Per Hour
(5)	a. Behavior Assistant	$115.00	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415181

WITH

BARRIOS AND ASSOCIATES, LLC
DBA COMMUNICATIONS LAB

Independent Contractor Agreement No. ICA 1415181 between Capistrano Unified School District (District) and Barrios and Associates, LLC, dba Communications LAB (Contractor) (ICA No. 1415181) called for services to be rendered at the rate of $7,500 per month, shown in the agreement for an initial term of one month (February 2015).

District and Contractor amend ICA No. 1415181 to incorporate the following provision:

24. Prohibition on Active Solicitation: District shall not actively solicit David Cordero, an employee of Contractor, or any other assigned employee of Contractor for employment as a District employee, during the term of ICA No. 1415181.

Furthermore, Contractor shall assign David Cordero, an employee of Contractor, to perform the services discussed in ICA No. 1415181, with a minimum of twelve hours per week for the term of ICA No. 1415181, with the option of performing such services at an off-District site location.

Additionally, notices for Contractor shall reflect the following:

Arianna Barrios, Chief Executive Officer
Barrios and Associates, LLC
701 E. Chapman Avenue
Orange, CA 92866

Lastly, District and Contractor extend the term of ICA No. 1415181, which shall commence on March 1, 2015 and terminate on June 30, 2015.

Except as set forth in this Amendment, and Board approved on February 11, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District	**Barrios and Associates, LLC**
By: _____ Signature	By: _____ Signature
Lynh N. Rust _____ Print Name	_____ Print Name
Executive Director, Contracts & Purchasing _____ Title	_____ Title
Board Approval Date: _____	Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "District", and Barrios and Associates, LLC, dba Communications LAB, hereinafter referred to as "Contractor".

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

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by Contractor:** provide information to news media and develop press releases; arrange interviews and conferences for representatives of newspapers and other media for dissemination of public information; maintain a professional relationship with newspapers and other media representatives; seek out and cultivate news and information resources for the development of positive stories; develop and promote interest amount groups supportive of the district's education objectives to expand the organization's positive reputation; arrange for reproduction or printing and distribution of public relations materials within prescribed timelines; act as a liaison between site and/or district administrators in gathering and sharing factual information with

the media and public-at-large; acknowledge, coordinate and respond to Public Records Act requests and other similar inquiries in the legally prescribed deadlines; attend Board of Trustees of the Capistrano Unified School District meetings in order to observe and disseminate information relating to the proceedings; and perform other general public relations and communications functions and assignments as required by District.

2. **Term:** Contractor shall commence providing services under this Agreement beginning February 2, 2015, and will diligently perform as required and complete performance ending February 28, 2015, with one (1) one-month extensions, at the option of the Board of Trustees of District or authorized designee.

3. **Compensation:** District agrees to pay Contractor for services rendered pursuant to this Agreement a total fee not to exceed seven thousand five hundred Dollars ($7,500). Contractor shall bill District at the end of each month that the contract is in effect.

4. **Expenses:** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

5. **Independent Contractor:** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District, and/or to which District employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

6. **Materials:** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: **any printing, postage or other production costs for materials produced are not included within the scope or budget of this contract.**

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession.

7. **Originality of Services:** [Reserved].

8. **Copyright/Trademark/Patent:** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

District may also terminate this Agreement for cause, which includes, but is not limited to: (a) material violation of this Agreement by Contractor; or (b) any act by Contractor exposing District to liability to others for personal injury or property damage; or (c) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency with written notice of intention to terminate. Written notice by District may contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall, upon the expiration of the fifth (5th) day, cease and terminate. In the event of such termination, District may secure the required services from another contractor. If the cost to District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** Contractor agrees to and does herby indemnify, hold harmless and defend District and its governing board, officers, employees and agents from every claim or demand

made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including District's officers, employees and agents, or damage to or loss 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 services covered by this Agreement, whether said injury or damage occurs either on or off District property, except for liability for damages which result from the sole negligence or willful misconduct of District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. Insurance: Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of Contractor pursuant to this Agreement shall not be assigned by Contractor.

13. Compliance with Applicable Laws: The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

14. Permits/Licenses: Contractor and all employees or agents shall secure and maintain in force such permits and licenses as are required by law, if any, in connection with the furnishing of services pursuant to this Agreement.

15. Employment with Public Agency: Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment: This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

17. Nondiscrimination: Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non Waiver: The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice: All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered

given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:	**CONTRACTOR:**
Lynh N. Rust	Arianna Barrios
Executive Director, Contracts & Purchasing	Chief Executive Officer
Capistrano Unified School District	Barrios and Associates, LLC
33122 Valle Road	25 Orchard, Suite 250
San Juan Capistrano, CA 92675	Lake Forest, CA 92630

20. Severability: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs: Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Governing Law: The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

23. Exhibits: [Reserved]

THIS AGREEMENT IS ENTERED INTO THIS 29th DAY OF January, 2015.

Capistrano Unified School District

Name of District

By: _____

Lynh N. Rust

Typed Name

Executive Director, Contracts & Purchasing

Title

Barrios and Associates, LLC

Contractor Name

By: _____

Arianna Barrios

Typed Name

Chief Executive Officer

Title

46-2030008

Taxpayer Identification Number

JOINT POWERS AGREEMENT

BETWEEN THE

COUNTY OF ORANGE

AND

CAPISTRANO UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is entered into this Seventeenth day of March, 2015, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, DISTRICT is authorized by Government Code Section 6500 et seq. to enter into joint powers agreements, and

WHEREAS, DISTRICT wishes to contract with COUNTY for supplemental law enforcement services;

WHEREAS, COUNTY is agreeable to the rendering of such services as authorized in Government Codes sections 6500 et seq. and 54981 on the terms and conditions hereinafter set forth;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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A. TERM:

The term of this Agreement shall be the period July 1, 2015 through June 30, 2016, unless earlier terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION:

COUNTY or DISTRICT may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party specifying the desired date of termination.

C. SERVICES BY COUNTY:

1. COUNTY, through its Sheriff-Coroner and deputies, officers and employees, hereinafter referred to as "SHERIFF", shall render to DISTRICT supplemental law enforcement services as hereinafter provided.

2.a. At the request of DISTRICT, SHERIFF may provide patrol services for functions, such as athletic events, school dances, assemblies, conducted on DISTRICT owned, leased or operated property. DISTRICT shall reimburse COUNTY for such services at an amount computed by SHERIFF, based on the current year's COUNTY law enforcement cost study.

2.b. No later than ten (10) days before a function where services are required, DISTRICT shall notify SHERIFF of the nature of the scheduled function. SHERIFF shall then ascertain the deployment of law enforcement personnel and equipment needed and shall notify DISTRICT of the estimated cost of said personnel and equipment.

D. PAYMENT:

1. DISTRICT agrees to pay to COUNTY the total costs of performing the services mutually agreed upon in this Agreement. The cost of services includes: salaries, wages, benefits, mileage, services, supplies, and divisional, departmental and COUNTY General overhead.

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D. PAYMENT: (Continued)

2. The rate charged to DISTRICT by COUNTY shall be computed by SHERIFF in accordance with COUNTY's law enforcement cost study in effect at the time the services are provided.
3. COUNTY shall invoice DISTRICT quarterly for said services.
4. DISTRICT shall pay COUNTY in accordance with COUNTY Billing Policy, a copy of which is attached hereto as Attachment A and incorporated herein by reference.
5. COUNTY shall charge DISTRICT late payment penalties in accordance with said COUNTY Billing Policy.

E. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

COUNTY: ATTN: LAW ENFORCEMENT CONTRACT MANAGER
SHERIFF-CORONER DEPARTMENT
320 NORTH FLOWER STREET, SUITE 108
SANTA ANA, CA 92703

DISTRICT: ATTN: DIRECTOR OF PURCHASING
CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 VALLE ROAD
SAN JUAN CAPISTRANO, CA 92675-4853

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

F. STATUS OF COUNTY:

COUNTY, including SHERIFF, is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent between

F. STATUS OF COUNTY: (Continued)

DISTRICT and COUNTY or any of COUNTY's agents or employees. COUNTY, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

G. ENTIRE AGREEMENT/AMENDMENT:

This Agreement fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

H. INDEMNIFICATION:

COUNTY, its officers, and employees, shall not be deemed to have assumed any liability for the negligence or any other act or omission of DISTRICT or any of its officers or employees.

DISTRICT shall indemnify and hold harmless COUNTY and, its elected and appointed officials, officers, and employees from any claim, demand or liability whatsoever based or asserted upon any act or omission of DISTRICT, its officers, and employees, related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and DISTRICT shall defend, at its expense including attorney fees, and with counsel approved in writing by COUNTY, COUNTY and its elected and appointed officials, officers, and employees in any legal action or claim of any kind based or asserted upon such alleged acts or omissions. If judgment is entered against DISTRICT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY, DISTRICT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

H. INDEMNIFICATION: (Continued)

COUNTY shall indemnify and hold DISTRICT and its elected and appointed officials, officers, and employees, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, or its elected and appointed officials, officers, and employees, related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorney fees, DISTRICT, and its elected and appointed officials, officers, and employees in any legal action or claim of any kind based or asserted upon such alleged acts or omissions.

I. ASSIGNMENT:

The services to be rendered by COUNTY shall not be assigned by COUNTY and/or SHERIFF.

J. GOVERNING LAW:

The terms and conditions of this Agreement shall be governed by the laws of California.

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IN WITNESS WHEREOF, the parties have executed the AGREEMENT in the County of Orange, State of California.

DATED:_____

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY:_____

Title:_____

DATED:_____

COUNTY OF ORANGE

BY:_____
Sheriff-Coroner

APPROVED AS TO FORM:

Office of the County Counsel
Orange County, California

BY:_____
Deputy

DATED: 3/19/15

COUNTY BILLING POLICY
APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992

I. POLICY

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

II. DEFINITIONS

A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.

B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

III. FIXED PRICE CONTRACTS

A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.

B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:

1. Annual Billings that total $10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than $10,000 but not more than $200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.

3. Monthly Billings that are greater than $200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

IV. ACTUAL COST CONTRACTS

A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)

VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.

- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.

- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus $100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

IX. DEFERRED REVENUE

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced $48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be $44,000, representing 11/12ths of the total amount. In July 19X1, the $44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

X. COST RECOVERY

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

XI. EXISTING CONTRACTS

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

XII. DEVIATIONS FROM POLICY

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

ORANGE COUNTY
OC Probation

COUNTY OF ORANGE
PROBATION DEPARTMENT

JUVENILE COURT WORK PROGRAM (JCWP) – CONTRACT RENEWAL

Date: April 23, 2015

In accordance with Sections 1.0 and 17.0 of our JCWP contract with the County of Orange, the term of the contract is automatically renewed for 12 months beginning July 1 of each year, unless either party provides a 30-day notice of termination to the other party.

Expression of Continued Participation:

☐ We wish to continue our participation in JCWP under the existing contract with the County of Orange, for the 12-month period of July 1, 2015 – June 30, 2016.

Expression of Termination of Participation:

☐ Effective July 1, 2015, we will no longer participate in JCWP services.

Authorized Signature: _____

Name and Title: Lynh N. Rust, Director, Purchasing & Contracts

City/School District: Capistrano Unified School District

Address: 33122 Valle Rd., San Juan Capistrano, CA 92615

E-mail Address: lnrust@capousd.org

Telephone No.: (949) 234-9436

Please return completed response by regular mail or e-mail to:

Orange County Probation Department
Attention: Andrew Wu
Administrative and Fiscal Division/Contracts Services-PAO
P.O. Box 10260
Santa Ana, CA 92711
E-mail: andrew.wu@prob.ocgov.com

EXHIBIT 25

AGREEMENT

BETWEEN

THE COUNTY OF ORANGE

AND

CAPISTRANO UNIFIED SCHOOL DISTRICT

FOR

JUVENILE COURT WORK PROGRAM SERVICES

THIS AGREEMENT, entered into this 1st day of July, 2012, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CAPISTRANO USD." This Agreement shall be administered by the County of Orange Chief Probation Officer, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, COUNTY, through its Probation Department, operates the Juvenile Court Work Program (JCWP) pursuant to California Welfare and Institutions Code Sections 730 and 731;

WHEREAS, minors who are adjudged wards of the Juvenile Court, hereinafter referred to as "Juvenile Probationers," may be placed under the supervision of a Deputy Probation Officer, and may be required, as a condition of probation, to perform community service or graffiti cleanup; and these Juvenile Probationers may also be authorized to participate in a voluntary work program in lieu of ADMINISTRATOR filing petitions for probation violations;

WHEREAS, CAPISTRANO USD desires to enter into this Agreement with COUNTY for Juvenile Probationers to provide manual services of an unskilled variety at public grounds and locations; and

WHEREAS, COUNTY is willing and capable of providing such JCWP services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1.0 TERM

The term of this Agreement shall be one year, commencing July 1, 2012 through June 30, 2013, and shall be automatically extended in one-year increments, unless otherwise terminated pursuant to Section 17.0 of this Agreement.

2.0 RESPONSIBILITIES OF COUNTY

2.1 Description of Services:

2.1.1 The parties agree that the Juvenile Probationers will perform work for CAPISTRANO USD in accordance with orders issued by the Orange County Juvenile Court to ADMINISTRATOR relating to the JCWP. These orders are contained in Exhibit A, which is attached hereto and incorporated by reference, and are enumerated below:

2.1.1.1 Miscellaneous Order No. 633.3, dated April 3, 1997, entitled "Juvenile Court Work Program;" or

2.1.1.2 Miscellaneous Order No. 634.3, dated April 3, 1997, entitled "Juvenile Court Work Program for Graffiti Eradication;" or

2.1.1.3 Miscellaneous Order No. 635.3, dated April 3, 1997, entitled "Voluntary Juvenile Court Work Program."

2.1.2 The parties further agree that the Juvenile Probationers will perform work for CAPISTRANO USD in accordance with any future orders the Orange County Juvenile Court may issue to ADMINISTRATOR relating to the JCWP.

2.1.3 The work to be performed by the Juvenile Probationers will be unskilled labor, which may include, but may not be limited to, street and water basin cleaning; litter pickup; clearing brush, drainage ditches and fire breaks; and removal of graffiti, weeds, and damaged or excess vegetation.

2.2 COUNTY shall:

2.2.1 On weekends or on days mutually agreed to by the parties, schedule and dispatch an appropriate number and size of work crew(s) to the specified site(s). It is mutually understood that each Juvenile Probationer shall perform five (5) hours of community service, which is considered the equivalent of one (1) day served on the JCWP, pursuant to the Orange County Juvenile Court Miscellaneous Order No. 634.3, dated April 3, 1997.

2.2.1.1 As specified in Section 4.0 herein, each work crew provided by

COUNTY may consist of ten (10) or more, or less than ten (10), Juvenile Probationers. If the work crew consists of ten (10) or more Juvenile Probationers, COUNTY shall be compensated at the full rate specified in Sections 4.2.1, 4.3.1, or 4.3.2.2, as applicable. If the work crew consists of less than ten (10) Juvenile Probationers, COUNTY shall be compensated at the discounted rate specified in Sections 4.2.2, 4.3.1, or 4.3.2.3, as applicable.

2.2.2 Transport the work crew(s) to and from the sites specified by CAPISTRANO USD.

2.2.3 Assign one (1) Deputy Juvenile Correctional Officer (DJCO) for each work crew consisting of up to twelve (12) Juvenile Probationers, to:

2.2.3.1 Meet with the work crew(s) to explain the work to be performed, rules and expected standards of behavior, and consequences of disciplinary violations.

2.2.3.2 Supervise the work crew(s) at all times.

2.2.3.3 Monitor compliance of work crew members with all Juvenile Court orders and conditions of probation.

2.2.3.4 Provide immediate care and assistance in the event any Juvenile Probationer is injured at the work site, and, if necessary, transport the injured Juvenile Probationer to a medical facility.

2.2.3.5 Notify CAPISTRANO USD immediately by telephone, in the event COUNTY is unable to provide the work on scheduled days, as mutually agreed upon. COUNTY shall state the reason for work cancellation or delay, and shall reschedule the work.

2.2.4 Provide food for the work crew(s) and the DJCO(s), during a one-half (1/2) hour supervised lunch break.

2.2.5 Provide Workers' Compensation Insurance coverage for the work crew(s), in accordance with policies and procedures established by the County Executive Office Risk Management Division.

2.2.6 Reserve the right to refuse any work that may be determined unsafe by the DJCO(s) assigned to supervise the work crew(s). The DJCO(s) may follow instructions from representatives of CAPISTRANO USD regarding the work to be performed, so long as the safety of the work crew(s) is not endangered, and COUNTY'S policies are not violated.

2.2.7 Be solely responsible for providing all legally required employee benefits to the work crew(s). CAPISTRANO USD shall not be required to assume any liability for the direct payment of any salaries, wages, or other compensation to the work crew(s) performing services hereunder, or any liability other than provided for in this Agreement.

2.3 ADMINISTRATOR shall:

2.3.1 Implement the Juvenile Court orders attached hereto and incorporated by reference, as described in Section 2.1.1, any succeeding orders thereto as described in Section 2.1.2, or any other orders related to JCWP, by authorizing Juvenile Probationers to provide unskilled manual labor to CAPISTRANO USD.

2.3.2 Have final authority for decisions affecting the Juvenile Probationers' participation in JCWP, and any other program participation matters designated by ADMINISTRATOR, both verbally and in writing.

3.0 RESPONSIBILITIES OF CAPISTRANO USD

CAPISTRANO USD shall:

3.1 Coordinate the scheduling of JCWP work, in advance, with COUNTY'S Probation Department.

3.2 Explain to the DJCO(s) the work to be performed by the work crews.

3.3 Provide the tools, equipment, supplies, and materials necessary or incidental to the performance of the scheduled work. However, Juvenile Probationers shall not be required to operate mechanical equipment or devices that may expose the work crew members to safety hazards.

3.4 Provide special instructions, devices, equipment, warning signs, and apparel as necessary to ensure the personal safety of the work crew members.

3.5 Provide technical direction and oversight until the completion of work.

3.6 Maintain absolute confidentiality of all information pertaining to the Juvenile Probationers, as described in Section 15.0 of this Agreement.

3.7 Neither seek nor authorize publicity concerning the JCWP, or the work performed under this Agreement, without the written consent of the ADMINISTRATOR.

3.8 Keep confidential the names of minors participating in the JCWP.

4.0 COMPENSATION

4.1 CAPISTRANO USD agrees to pay COUNTY for the cost of JCWP services requested by CAPISTRANO USD and performed by the Juvenile Probationers. The cost of JCWP services is based on the actual average cost of supervising each work crew for each day that COUNTY provides general cleanup services or graffiti removal, and is within the maximum rate most recently approved by the Orange County Board of Supervisors for JCWP services.

4.1.1 It is mutually understood that the maximum rate for JCWP services is established by the Orange County Board of Supervisors after a public hearing at the request of ADMINISTRATOR. The rate may vary but must be approved by the Orange County Board of Supervisors. The public hearing is necessary to adopt new fees and to revise existing fees that are assessed to persons granted probation, the parents and legal guardians of institutionalized minors, or public agencies, for services provided by COUNTY through ADMINISTRATOR.

4.2 Compensation Rate for Initial Year of JCWP Services (July 1, 2012-June 30, 2013):

During the period July 1, 2012 through June 30, 2013, COUNTY shall charge CAPISTRANO USD at a rate per day based on the total number of Juvenile Probationers constituting a work crew and actually provided by COUNTY, for services rendered to CAPISTRANO USD, as follows

4.2.1 Full Compensation Rate per Day for Each Work Crew of Ten (10) or More Juvenile Probationers: Upon COUNTY'S submission of invoices monthly, and in accordance with the payment procedures set forth in Section 5.0 of this Agreement, CAPISTRANO USD shall pay COUNTY for services rendered hereunder, at a rate of Five Hundred Dollars ($500.00) per day, for each work crew consisting of ten (10) or more Juvenile Probationers.

4.2.2 Discounted Compensation Rate per Day for Each Work Crew of Less than Ten (10) Juvenile Probationers: If the total number of Juvenile Probationers provided by COUNTY for any work crew is less than ten (10) for a particular day, the full compensation rate specified in Section 4.2.1 shall be discounted in accordance with the following formula:

Discounted Compensation Rate	=	Full compensation rate per day for each work crew of ten (10) or more Juvenile Probationers.
	x	(0.10 x total number of Juvenile Probationers in work crew provided by COUNTY)

4.3 Compensation Rate for JCWP Services After June 30, 2004:

After the initial one-year term of this Agreement, COUNTY shall continue to charge CAPISTRANO USD at a rate per day based on the total number of Juvenile Probationers constituting a work crew and actually provided by COUNTY, for services rendered to CAPISTRANO USD, in accordance with the following provisions

4.3.1 No Change in Full or Discounted Compensation Rates: The full compensation rate provision of Section 4.2.1, and the discounted compensation rate provision of Section 4.2.2, shall continue to be applicable for the succeeding one (1)-year term(s) of this Agreement, unless a new full compensation rate is adopted in accordance with the provisions of Section 4.3.2 and 4.3.2.1 herein.

4.3.2 Change in Full Compensation Rate: Pursuant to Section 4.1.1 herein, if a change in the maximum rate for JCWP services is approved by the Orange County Board of Supervisors, ADMINISTRATOR shall review and analyze the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such review and analysis indicate that an adjustment to the then-current full compensation rate charged to CAPISTRANO USD for JCWP services is warranted, COUNTY shall, no later than March 15 of the then-current one-year term of this Agreement, submit to CAPISTRANO USD a written notice of a proposed rate adjustment.

4.3.2.1 CAPISTRANO USD shall issue a written response to COUNTY within sixty (60) calendar days after receipt of COUNTY'S notice of the proposed adjustment to the then-current full compensation rate charged by COUNTY to CAPISTRANO USD. If such response indicates an agreement with COUNTY'S proposed rate adjustment, the new full and discounted compensation rates shall become effective commencing July 1 of the succeeding one-year term of this Agreement, in accordance with Sections 4.3.2.2 and 4.3.2.3 herein.

4.3.2.2 New Full Compensation Rate per Day for Each Work Crew of Ten (10) or More Juvenile Probationers: Upon COUNTY'S submission of invoices monthly, and in accordance with the payment procedures set forth in Section 5.0 of this Agreement, CAPISTRANO USD shall pay COUNTY for services rendered hereunder, at the new full compensation rate per day, for each work crew consisting of ten (10) or more Juvenile Probationers.

4.3.2.3 New Discounted Compensation Rate per Day for Each Work Crew of Less than Ten (10) Juvenile Probationers: If the total number of Juvenile Probationers provided by COUNTY for any work crew is less than ten (10) for a particular day, the new full compensation rate specified in Section 4.3.2.2 shall be discounted in accordance with the following formula:

Discounted Compensation Rate	=	Full compensation rate per day for each work crew of ten (10) or more Juvenile Probationers.
	x	(0.10 x total number of Juvenile Probationers in work crew provided by COUNTY)

4.3.2.4 If, by may 15 of the then-current one-year term of this Agreement, the parties are unable to reach an agreement on COUNTY'S proposed rate adjustment, the parties shall then meet to determine if an acceptable rate can be negotiated.

5.0 FINANCIAL ACCOUNTABILITY

5.1 COUNTY agrees to provide fiscal procedures adequate to assure accounting for the billing costs to CAPISTRANO USD under this Agreement, in accordance with COUNTY'S general accounting policies, and the accounting policies and procedures of COUNTY'S Auditor-Controller. All claimed reimbursements will be supported with source documents retained by COUNTY.

5.2 COUNTY shall be reimbursed monthly in arrears for actual costs incurred, upon the submission of invoices to CAPISTRANO USD. The monthly invoices shall be submitted in such form and detail as required by COUNTY'S Auditor-Controller, and be accompanied by an affidavit signed by COUNTY certifying the appropriateness of the amounts billed. All invoices shall include the following information:

5.2.1 Dates of service

5.2.2 Work site(s)

5.2.3 Number of work crew(s)

5.2.4 Number of Juvenile Probationers for each work crew

5.2.5 Type of work performed

5.3 CAPISTRANO USD shall pay COUNTY within thirty (30) calendar days of the invoice date. Late charges will be assessed to CAPISTRANO USD in the following situations:

5.3.1 Over-the-counter payments will be assessed a late charge if any payment is not received by COUNTY within (30) calendar days of the date of the invoice for which payment is being rendered.

5.3.2 Payments transmitted to COUNTY via the U.S. Mail, and which have CAPISTRANO USD 'S postage meter mark, will be assessed a late charge if any payment is not received within thirty one (31) calendar days of the date of the invoice for which the payment is being rendered.

5.3.3 Payments transmitted to COUNTY via the U.S. Mail, and which have a U.S. Post Office postmark dated thirty (30) calendar days after the date of the invoice, will be assessed a late charge.

5.4 The late charge assessed in each of the above situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid, plus One Hundred Dollars ($100.00) for late payments made within thirty (30) calendar days after the payments are due. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional thirty (30)-day period that the invoice remains unpaid. Late charges shall be added to the payment due and invoiced to CAPISTRANO USD in accordance with Section 5.2 herein. Any invoices and applicable late charges remaining unpaid within ninety (90) calendar days of the invoice date may result in deductions, by COUNTY'S Auditor-Controller, from money held on deposit with COUNTY'S Treasurer for CAPISTRANO USD if any, and as applicable in accordance with Government Code Section 907 and any other applicable provision of law.

5.5 Early payments received by COUNTY from CAPISTRANO USD shall entitle CAPISTRANO USD to a discount of one-quarter of one percent (0.25%), if payment is received by COUNTY within eleven (11) calendar days of the date of the invoice. CAPISTRANO USD may take credit for the discount in the current payment. However, if a discount is taken inappropriately, COUNTY shall notify CAPISTRANO USD immediately that the discount should not have been taken and that the balance is due within thirty (30) calendar days of the invoice date, subject to late charges, pursuant to Section 5.3 herein.

5.6 COUNTY shall have sixty (60) calendar days from the end of the term of the Agreement to liquidate all program obligations incurred during said term. COUNTY shall then submit the final invoice within sixty (60) calendar days of the end of the term of the Agreement. CAPISTRANO USD shall not be liable for any invoices submitted beyond sixty (60) calendar days of the end of the term of the Agreement.

5.7 Equipment: The parties agree that any equipment purchased for, or contributed to, the program shall remain the property of the contributing party.

6.0 OTHER SOURCES OF INCOME

COUNTY shall not bill CAPISTRANO USD for any service, cost or expense for which COUNTY has been reimbursed by revenue, income or grants from any other source, if those revenue, income, or grants are expressly earmarked by the source for services provided under this Agreement, or for similar services for the benefit of CAPISTRANO USD 'S area.

7.0 RIGHT TO AUDIT

CAPISTRANO USD shall have access to any books, documents, papers and records of COUNTY, which CAPISTRANO USD determines to be pertinent specifically to this Agreement, for the purpose of making an audit, evaluation, excerpts and transcripts.

8.0 RETENTION OF FINANCIAL RECORDS

8.1 COUNTY shall maintain and preserve all books, financial statements, journals, ledgers, source documents and other financial records for a period of seven (7) years from the termination of this Agreement, and for such longer period as may be required by any applicable statute. All financial records shall be kept or made available to CAPISTRANO USD at COUNTY'S principal place of business. Exceptions to the above provisions of this section must have the prior written approval of ADMINISTRATOR.

8.2 Records which relate to: a) litigation of the settlement of claims rising out of the performance of this Agreement, or b) costs and expenses of this Agreement to which CAPISTRANO USD takes exception, shall be retained by COUNTY until disposition of such appeals, litigation, claims, or exceptions.

9.0 PROGRAM SUPERVISION

ADMINISTRATOR shall appoint a Juvenile Hall Assistant Division Director to oversee the daily operation and administration of this Agreement pursuant to the terms and conditions contained herein.

10.0 DISPUTES

10.1 If COUNTY and CAPISTRANO USD fail to agree as to whether or not any work is within the scope of the requirements of this Agreement, CAPISTRANO USD shall, within fifteen (15) calendar days, provide COUNTY with a written protest specifying in detail the manner in which the requirements of this Agreement were not fulfilled, and the proposed remedy.

10.2 ADMINISTRATOR agrees to furnish a written decision on the dispute within thirty (30) calendar days after receipt of such protest.

11.0 STATUS OF COUNTY

COUNTY is, and at all times shall be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CAPISTRANO USD. COUNTY assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. COUNTY, its agents, and employees, shall not be entitled to any rights and privileges of employees of CAPISTRANO USD, and shall not be considered in any manner to be employees of CAPISTRANO USD.

12.0 AFFIRMATIVE ACTION

COUNTY shall maintain an Affirmative Action Program Plan, including the setting of goals and timetables for minority employment which meet the requirements of the Federal Equal Employment Opportunity Commission and the State of California Fair Employment Practice Commission. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, or be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or part with funds made available under this Agreement. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to any otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, shall also apply to any such program or activity. Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition as provided in the Civil Rights Act of 1964 or Title VIII of the Civil Rights Act of 1986, shall all apply to any such program or activity. In the performance of this Agreement, COUNTY shall not discriminate against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, age or physical or mental condition. This prohibition shall pertain to employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rate of pay and other forms of compensation; selection for training, including apprenticeship; and any other

action or inaction pertaining to employment matters. COUNTY will permit access by CITY, State and Federal agencies to its records of employment, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with this section of the Agreement.

13.0 NONDISCRIMINATION

COUNTY shall not employ discriminatory practices in admission of clients, employment of personnel, or in any other respect on the basis of race, color, religion, national origin, ancestry, sex, age, or physical or mental condition.

14.0 INTERNAL CONTROLS

COUNTY shall maintain necessary written procedures establishing internal controls approved by COUNTY'S Auditor-Controller for its personnel, instruct all of its personnel in said procedures, and continuously supervise its operations to ensure compliance.

15.0 CONFIDENTIALITY

15.1 CAPISTRANO USD agrees to maintain the confidentiality of all juvenile record information pertaining to all minors under the jurisdiction of the Juvenile Court, or the Juvenile Court law of the State of California when such records come into the possession of, or are generated by CAPISTRANO USD.

15.2 CAPISTRANO USD 'S staff, and all agents and employees of CAPISTRANO USD shall maintain the confidentiality of such records in accordance with Orange County Juvenile Court's policy titled "Confidentiality and Release of Information" dated January 28, 1997, and adopted in accordance with California Welfare and Institutions Code, Section 827, and all applicable statutes, court orders and case law. No access, disclosure or release of such information shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.

15.3 "Juvenile record information" is understood to include all records and data which identify the subject of the information, and associate the subject with any aspect of the administration of the Juvenile Court law of the State of California. Such information includes, but is not limited to, the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the individual, whether generated by CAPISTRANO USD or not.

15.4 All written materials pertaining to the Juvenile Probationers shall be placed in a secure and locked file when not in use, and access to such materials shall be limited to specified authorized staff.

16.0 MUTUAL INDEMNIFICATION

COUNTY shall indemnify, hold harmless and defend CAPISTRANO USD, its governing board, officers, agents and employees from any and all claims, demands, losses or liabilities for injury, death or damage arising out of the acts or omission to act by COUNTY agents or employees in carrying out this Agreement.

CAPISTRANO USD shall indemnify, hold harmless and defend COUNTY, its officers, agents and employees, from any and all claims, demands, losses or liabilities for injury, death or damages arising out of the acts or omission to act by CAPISTRANO USD 'S agents or employees in carrying out this Agreement.

17.0 TERMINATION

17.1 Either party may terminate this Agreement, with or without cause, upon thirty (30) calendar days' written notice given to the other party.

17.2 In the event of termination of this Agreement, CAPISTRANO USD and COUNTY shall not be liable for services provided beyond the date of termination, except as may otherwise be provided in this Agreement.

17.3 The obligations pertaining to indemnification for, or defense of, causes of action accruing during the term of this Agreement, shall extend beyond the termination of this Agreement until fully performed.

17.4 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for COUNTY by any means whatsoever in any fiscal year covered by this Agreement, COUNTY will immediately notify CAPISTRANO USD of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY.

17.5 Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or otherwise unavailable in the budget for CAPISTRANO USD by any means whatsoever in any fiscal year covered by this Agreement, CAPISTRANO USD will immediately notify COUNTY of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CAPISTRANO USD.

18.0 NOTICES

18.1 All notices or demands to be given under this Agreement by any party to the other, shall be in writing and given either by: (a) personal service, or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by any party may be changed by written notice given in accordance with the notice provisions of this Section.

18.2 Notices and payments to COUNTY shall be sent to the Probation Department addressed as follows:

Chief Probation Officer
Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711

18.3 Notices to CAPISTRANO USD shall be addressed as follows:

Mr. John G. Forney
Director, Maintenance, Operations & Construction
Capistrano Unified School District
32972 Calle Perfecto
San Juan Capistrano, CA 92675

19.0 THIRD PARTY RIGHTS

The parties intend not to create rights in, or to grant remedies to, any third party as beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

20.0 ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all understandings of the parties, and is the total agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement or Exhibit A, whether written or verbal, by the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

CAPISTRANO UNIFIED SCHOOL DISTRICT

BY: _____ DATED: 5/25/12
Terry Fluent, Director of Purchasing

COUNTY OF ORANGE

BY: _____ FOR CHIEF SENTMAN DATED: 4/25/12
Steven J. Sentman
Chief Probation Officer

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

"Dependent Verification Services"

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is made this ____ day of _____, 2015, by and between **American Fidelity Assurance Company,** located at 2000 N. Classen Blvd., Oklahoma City, Oklahoma 73106 (hereinafter referred to as "AFA"), and **Capistrano Unified School District**, located at 33122 Valle Road San Juan Capistrano, CA 92675 (hereinafter referred to as "Employer") each hereinafter referred to as the "party" or "parties" as context requires.

WHEREAS, Employer wishes to engage AFA to provide dependent verification services (the "Verification Services"). In this regard, and in furtherance of AFA conducting the Verification Services, the parties have furnished, or shall hereafter furnish, one another with certain confidential and proprietary information and are prepared to furnish additional information; and

WHEREAS, the parties wish to set forth their understandings regarding information that may be provided by each other in connection with such discussions and Verification Services.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

1. **Effective Date**. This Agreement shall be effective on the ____ day of _____, 2015.

2. **Definition of "Confidential Information"**. As used herein, "Confidential Information" means any and all information which has been or will be furnished to either party by the other party relating to the Verification Services. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to a party's members, employees, customers, insureds, insurance plans, products, coverages, business activities, processes and services, including trade secrets and research and development programs, business plans, intellectual property, marketing and sales information, compensation plans, benefit or product design, internal procedures, operations procedures, financial information, books and records containing or otherwise reflecting information concerning the other party which is not available to the general public. Notwithstanding the foregoing, Confidential Information does not include information which: (a) at the time of disclosure is generally available in the relevant trade or the public, other than as a result of a disclosure by the receiving party or any of its Representatives; (b) was available on a non-confidential basis prior to its disclosure to either party or their Representatives in connection with this business arrangement; (c) became available on a non-confidential basis from a third party provided that to the actual knowledge of the receiving party, such third party was not breaching an obligation of confidentiality; and/or (d) is or has been independently developed by the receiving party or any of its Representatives without reference to or use of any of the disclosing party's Confidential Information. "Representatives" in relation to any person, means the affiliates of such person, the directors, officers, employees and agents of such person or any of its affiliates and consultants and professional advisors advising such person or any of its affiliates in relation to the Verification Services. Each party shall be responsible for the breach of any terms of this Agreement by any of its Representatives.

3. **Confidentiality**. In consideration of the mutual furnishing of this information to one another, each party agrees to keep confidential and refrain from disclosing any and all Confidential Information which has been or will be obtained by either party in the course of the aforementioned engagement. Each party agrees to take all reasonable precautions necessary to safeguard Confidential Information of the disclosing party from disclosure to any person other than Representatives of the receiving party who have a need to have access to such information in connection with this business arrangement and who agree to keep such information confidential in accordance with the terms and conditions of this Agreement. Notwithstanding the above, either party may disclose Confidential Information to the extent required by law, pursuant to a court order or pursuant to a requirement of any applicable regulatory authority, subject to the provisions of Section 7 hereof.

4. **Ownership of Confidential Information and Other Material**. All Confidential Information, and any Derivatives thereof whether created by AFA or the Employer, remain the property of the disclosing party and no license or other rights to Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted material, any translation, abridgement, revision or other form in which existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret. All materials (including without limitation, policy forms, financial documents, drawings, models, apparatus, sketches, designs and lists, regardless of whether such material is considered Confidential Information) furnished to one party by the other, shall remain the property of such furnishing party and shall be returned to it promptly at its request, together with any copies thereof.

5. **Disclosure of Third Party Information**. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

6. **No Warranty**. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

EXHIBIT 26

7. **Notices**. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; (c) by telecopy or facsimile transmission upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the address set forth above or such address as either party may specify.

8. **Disclosure Notice**. In the event that either party is requested, in connection with any legal or regulatory proceeding, to disclose any Confidential Information supplied to it by either party or its authorized representatives, it will provide the other party with prompt notice of such a request, prior to any disclosure pursuant thereto, so that party may seek an appropriate protective order or waive compliance with the provisions of this Agreement.

9. **Return of Property**. Upon termination or conclusion of the Verification Services, or whenever requested by a party hereto, the other party shall upon a reasonable time return to the requesting party or destroy all property provided for such purposes of the Verification Services, including, without limitation, all papers, records, documents, reports and summaries, and all copies thereof, and shall destroy all materials which the receiving party or its partners, employees, contractors, agents, or advisors created based upon information provided except that AFA may retain one copy of any electronic communications sent or received between the parties for archival purposes only that may only be restored with prior written consent of the Employer.

10. **Protection of Individual Privacy/Compliance with Laws**. The parties acknowledge and agree that neither AFA nor the Employer, nor any of their respective affiliates, employees or representatives shall directly or indirectly use, permit the use of, make available, share, disclose or permit the disclosure of any non-public personal, health and/or financial information pertaining to any individual who participated in the Dependent Verification Services process or any individual who may seek to obtain any product or service from AFA other than those employees of each party having a need to know or access such information to allow each party to perform its respective duties and obligations required under this or any other Agreement between the parties. As such, each party agrees to strictly comply with all state and federal privacy laws and regulations pertaining to the confidentiality of individual health, financial and other non-public personal information as well as all other applicable federal and state laws and regulations that may apply to the subject matter herein. Failure by any party to abide by this provision may result in the automatic termination of this Agreement and/or any ancillary Agreement by the non-breaching party.

11. **Modification of this Agreement**. This Agreement may be modified or waived only by a separate writing executed by all parties expressly so modifying or waiving such agreement.

12. **Term**. The respective obligations of this Agreement shall remain in full force and effect as long as the receiving party retains the disclosing party's Confidential Information in its possession and will expire two (2) years after return or destruction of the disclosing party's Confidential Information.

13. **Applicable Law**. This Agreement shall be governed as to its interpretation and construction by the laws of the State of Oklahoma without giving effect to any conflict of laws doctrine which may result in the application of the laws of another jurisdiction. Venue for any legal proceeding brought under this Agreement by either of the Parties hereto shall be restricted to the District Court of Oklahoma County, Oklahoma or the United States District Court for the Western District of Oklahoma, located in Oklahoma City, Oklahoma.

14. **Indemnification**. The receiving party agrees to indemnify and hold the disclosing party harmless against any and all losses, damages, claims and expenses incurred or suffered by the disclosing party which shall arise out of the receiving party's breach of its duties under this Agreement.

15. **No Assignment**. Neither party shall assign or transfer any rights or obligations under this Agreement without the express prior written consent of the other party. This Agreement will be binding upon the successors and assigns of both parties.

16. **Waiver**. The waiver, by the furnishing party, of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party.

17. **Equitable Remedies**. It is recognized and agreed by the parties hereto that irreparable damage will result from any breach of this Agreement. Each party agrees that, upon a breach of this Agreement, the non-breaching party will have the remedy of a restraining order or other appropriate legal or equitable relief to enforce this Agreement (including monetary damages, attorneys' fees and costs if appropriate).

18. **Severability**. Invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by each party subsequent to the expungement of the invalid provision.

19. **Export**. Each party acknowledges its obligation to control access to and/or exportation of technical data under the applicable export laws and regulations of the United States, and each party agrees to adhere to comply with the laws and regulations governing any technical data received under this Agreement.

20. **Multiple Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will

be deemed to constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or any other reliable means shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) shall in all respects be considered an original.

21. **Sole Agreement**. This Agreement contains the entire understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, proposals, representations, and understandings between the parties relating to the subject matter hereof.

By executing this Agreement in the space provided below, each party confirms its agreement with the foregoing.

AMERICAN FIDELITY ASSURANCE COMPANY

By: _____

Name: _____
(Printed or Typed)

Title: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Name: _____
(Printed or Typed)

Title: _____

Date: _____

AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
REGISTRATION SERVICES AGREEMENT

This REGISTRATION SERVICES AGREEMENT ("Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and

Capistrano Unified School District, ("Holder").

1. INTRODUCTION

(a) ARIN is a Regional Internet Registry serving the United States, Canada, and specific designated islands in the Caribbean Sea and North Atlantic Ocean, and is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas.

(b) For purposes of this Agreement, the term "Included Number Resources" means the number resources, which may include without limitation Internet Protocol ("IP") address space and Autonomous System Numbers ("ASN's"), that have been issued, are issued, or will be issued in the future, to Holder by ARIN and any other number resources identified by Holder, in writing, to be covered by this Agreement. This Agreement therefore supersedes and replaces any prior or contemporaneous agreement entered into by and between Holder and ARIN for Included Number Resources. For purposes of this Agreement, the term "Services" means the services ARIN provides pursuant to this Agreement, with respect to the Included Number Resources, to Holder and may include, without limitation, the inclusion of the registry entries for IP address space and/or Autonomous System numbers ("ASNs"), reverse name service on network blocks, maintenance of resource records, and administration of IP address space. Reference to "number resources" shall mean both IP address space and ASNs.

(c) The Services are subject to the terms and conditions of this Agreement and ARIN's Number Resource Policy Manual, Guidelines, and Procedures and other policies and procedures as may be adopted by ARIN as further described below in Section 5 (collectively, the "Policies") that are or will be published by ARIN on ARIN's Website located at "http://www.arin.net" (the "Website"). This Agreement and the Policies, each as may be modified from time to time as provided in Section 1(d), are referred to collectively as the "Service Terms."

(d) Because of the necessary role that ARIN performs for the Internet community, ARIN reserves the right, in its sole and absolute discretion, to amend, supplement, restate or otherwise modify any or all Service Terms at any time and from time to time, including the right to implement new Service Terms and/or make some or all Service Terms obsolete (collectively, "Term Modifications"). ARIN will provide notification of such Term Modifications to Holder via electronic mail. ARIN will also post such Term Modifications on its Website. Such Term Modifications will be effective immediately and binding on Holder after ARIN provides Holder with electronic mail notification thereof or after such Term Modifications are posted on ARIN's Website, at which time the Terms Modifications shall constitute a part of the Service Terms. Holder's continued access or use of any Services constitutes Holder's acceptance of such Term Modifications.

2. CONDITIONS OF SERVICE

(a) Compliance. In receiving or using any of the Services, Holder must comply with the Service Terms. In the event of any inconsistency between the Policies and this Agreement, the terms of this Agreement will prevail.

(b) Provision of Services and Rights. Subject to Holder's on-going compliance with its obligations under the Service Terms, including, without limitation, the payment of the fees (as set forth in Section 4), ARIN shall (i) provide the Services to Holder in accordance with the Service Terms and (ii) grant to Holder the following specified rights:

(1) The exclusive right to be the registrant of the Included Number Resources within the ARIN database;
(2) The right to use the Included Number Resources within the ARIN database; and
(3) The right to transfer the registration of the Included Number Resources pursuant to the Policies.

Holder acknowledges that other registrants with ARIN have rights that intersect or otherwise impact Holder's rights and/or use of the Included Number Resources, including, but not limited to, other registrants benefiting from visibility into the public portions of registrations of the Included Number Resources as further described in the Policies.

(c) Information and Cooperation. Holder has completed an application provided by ARIN for one or more Services (the "Application"). Holder must (i) promptly notify ARIN if any information provided in the Application

changes during the term of this Agreement, and (ii) promptly, accurately, and completely respond to any inquiry made to Holder by ARIN during the term of this Agreement. In addition, Holder shall promptly provide ARIN with complete and accurate information, and cooperation as required by any Service Terms or that ARIN requests in connection with ARIN's provision of any of the Services to Holder. If Holder does not provide ARIN with such information or cooperation that ARIN requests, ARIN may take such failure into account in evaluating Holder's subsequent requests for transfer, allocation or assignment of additional number resources, or requests for changes to any Services.

(d) Prohibited Conduct By Holder. In using any of the Services, Holder shall not: (i) disrupt or interfere with the security or use of any of the Services; (ii) violate any applicable laws, statutes, rules, or regulations; or (iii) assist any third party in engaging in any activity prohibited by any Service Terms.

(e) Cooperation With Government Authority. ARIN shall have the right, without liability or notice to Holder, to cooperate and comply with all applicable laws, statutes, rules, or regulations and all government or judicial inquiries or orders with respect to Holder's use of any Service. ARIN shall have the right, without liability or notice to Holder, to follow any court order or direction from a governmental authority concerning any number resources or Holder's use of any Service, including an order to stop any Service or to terminate this Agreement. ARIN shall, when legally permitted and to the extent allowed by an appropriate court order or governmental or judicial authority, notify Holder within a reasonable amount of time after receipt of any such order or direction so as to provide Holder the opportunity to object to any such action to the appropriate court or governmental authority.

(f) Content Control. Holder acknowledges that ARIN does not have the ability to control or influence content accessible through or facilitated by those who receive number resources, directly or indirectly, from ARIN.

3. USE OF THE ARIN DATABASE

(a) Authorization. The Administrative Point of Contact ("POC") will be an employee designated by Holder who will be the principal point of contact between Holder and ARIN with respect to the Included Number Resources in the ARIN registry database, and have the sole right to designate other qualifying POCs of Holder with authority to modify the Included Number Resources in the ARIN database ("Authority"). The Administrative POC will also facilitate Holder's compliance with the terms and conditions of this Section 3. Holder will promptly provide ARIN with all documentation and information regarding the Administrative POC and other POCs that ARIN requests. Holder must notify ARIN immediately if: (i) the relationship between a POC and Holder is terminated; (ii) a POC's Authority is to be revoked; (iii) Holder has any reason to believe that a POC has granted or will grant a third party unauthorized access to the ARIN registry database or any portion thereof; (iv) Holder has any reason to believe that a POC should not be trusted with respect to the ARIN registry database or any Services; or (v) if Holder wants to designate a different Administrative POC. Notices to ARIN under this Section 3(a) must be given by e-mail to hostmaster@arin.net or submitted through an authorized account via ARIN Online and will be effective when acknowledged as received by ARIN.

(b) Responsibility for Directory Services Data. Holder is responsible for the timely and accurate maintenance of directory services data (WHOIS) as well as data concerning any organization to which Holder further sub-delegates number resources.

(c) Holder Liability for Acts and Omissions. Holder is solely and exclusively responsible for all acts and omissions of its POCs and/or others acting by or on behalf of Holder, whether or not authorized in law or in fact. Holder is solely and exclusively responsible for the security of its access to and use of number resources in the ARIN registry database, and any loss or damage that Holder suffers based on any access thereto or use thereof.

4. FEES AND PAYMENTS

(a) Fee Schedule. As a condition precedent to ARIN's duty to provide any Services, Holder shall pay ARIN for providing the Services in accordance with ARIN's Fee Schedule, which is available on the Website. From time to time, during the term of this Agreement, ARIN will have the right to change the Fee Schedule applicable to one or more Services, which change will be posted on the Website.

(b) Registration Fees and Other Fees. Prior to ARIN providing Holder with its Included Number Resources, Holder shall pay ARIN the applicable "registration fee," as set forth in the Fee Schedule, and all outstanding fees for other number resources received from ARIN. Holder shall also pay ARIN the applicable "annual renewal fee," if any, as set forth in the Fee Schedule, at least five (5) days prior to the end of the anniversary of ARIN's first issuance of any Services to Holder (e.g., ARIN's initial allocation or assignment of number

resources to Holder).

(c) Fee Notices and Outcomes. Holder will be notified in writing by an invoice from ARIN to pay its fees. Such invoice will be sent at least 30 days before it is due. If Holder does not pay the fees payable to ARIN under this Agreement when due, ARIN shall provide a second written notification to the Holder that will constitute the notice of delinquency (the "Delinquency Notice"). If Holder fails to make payment in response to the Delinquency Notice within thirty (30) days after ARIN provides such Delinquency Notice, ARIN shall provide Holder with a final delinquency written notice, by e-mail and postal mail and attempt to reach telephonically (the "Final Delinquency Notice"). If, for any reason, Holder has not made such payment within thirty (30) days after ARIN provides the Final Delinquency Notice or ARIN is unable to contact Holder within thirty (30) days after ARIN provides the Final Delinquency Notice, ARIN has the right to: (i) stop providing Services, and/or (ii) after a total of six months after the fee was due, terminate this Agreement and revoke the Included Number Resources. If the Services were stopped pursuant to Section 4(c)(i), Holder may have the Services restored if it brings its account current before revocation. To the extent the Included Number Resources have been revoked but not reissued by ARIN, Holder may seek to have such Included Number Resources restored if it contacts ARIN, brings its account current, pays an additional fee that ARIN may prescribe on its Fee Schedule, and signs the then-current Registration Services Agreement.

(d) No Refunds. All fees paid by Holder to ARIN are deemed fully earned upon receipt and are nonrefundable.

5. CURRENT AND FUTURE POLICIES

Pursuant to ARIN's Policy Development Process ("PDP"), ARIN maintains the Policies and may at any time in its sole and absolute discretion amend the Policies, implement new policies (which once amended or implemented, will be considered the Policies), or make certain Policies obsolete. Such amendments or new Policies shall be binding upon Holder immediately after they are posted on ARIN's Website. Holder acknowledges and agrees it has read, understands, and agrees to be bound by and comply with the Policies, as may be amended or implemented, except to the extent those Policies conflict with the terms of this Agreement.

6. REVIEW OF HOLDER'S NUMBER RESOURCES

Whenever a transfer or additional IP address space is requested by Holder, ARIN may review Holder's utilization of previously allocated or assigned number resources and other Services received from ARIN to determine if Holder is complying with the Service Terms. Except as set forth in this Agreement, (i) ARIN will take no action to reduce the Services currently provided for Included Number Resources due to lack of utilization by the Holder, and (ii) ARIN has no right to revoke any Included Number Resources under this Agreement due to lack of utilization by Holder. However, ARIN may refuse to permit transfers or additional allocations of number resources to Holder if Holder's Included Number Resources are not utilized in accordance with Policy.

7. NO PROPERTY RIGHTS

Holder acknowledges and agrees that: (a) the number resources are not property (real, personal, or intellectual) of Holder; (b) Holder does not and will not have or acquire any property rights in or to any number resources for any reason, including but not limited to, by virtue of this Agreement or the prior issuance of any number resources to it or any access or use thereof by Holder; (c) Holder will not attempt, directly or indirectly, to obtain or assert any patent, trademark, service mark, copyright, or any other form of intellectual, proprietary, or property rights in any number resources in the United States or any other country; and (d) Holder will transfer or receive number resources in accordance with the Policies.

8. IMPACT OF VOLUNTARY RETURN OF NUMBER RESOURCES

Holder may voluntarily return to ARIN any portion of the Included Number Resources. If Holder returns any portion of the Included Number Resources, it may be eligible for certain benefits, including partial or permanent reduction in ARIN fees, as ARIN may from time to time prescribe.

9. REPRESENTATIONS AND WARRANTIES

(a) By Each Party. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the assent to and performance by it of its obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations, or rules, and (iii) this Agreement constitutes a legal, valid, binding, and an executory obligation of the parties executing or assenting to this Agreement, enforceable in accordance with its terms and conditions.

(b) By Holder. Holder hereby represents, warrants and covenants to ARIN that Holder will comply with this Agreement, the Policies and all applicable laws, rules, and regulations in its use of any and all Services.

10. BANKRUPTCY

(a) If Holder: (i) files any petition under any chapter of the Title 11 of the United States Bankruptcy Code (the "Bankruptcy Code") or other insolvency or bankruptcy law; or (ii) has a petition filed against it under any insolvency or bankruptcy law; or (iii) makes a general assignment for the benefit of creditors, has a receiver appointed for it, or a trustee takes possession of all or substantially all of Holder's assets; or (iv) dissolves, liquidates or ceases its normal business, or indicates its intent to dissolve, liquidate, or cease its normal business operations (each of the foregoing, a "Bankruptcy Event"), Holder will promptly provide written notice thereof to ARIN. Upon such notice, or if ARIN otherwise learns of the occurrence of a Bankruptcy Event, ARIN may take such appropriate or lawful action, including, but not limited to, intervening in such Bankruptcy Event, to preserve its rights under this Agreement, including, but not limited to, ARIN's rights under Section 7. Holder agrees to consent to ARIN intervening in any such Bankruptcy Event and taking such other appropriate or lawful actions as ARIN determines, in its sole and absolute discretion, so that ARIN can protect its rights under this Agreement, including, but not limited to, Section 7.

(b) Holder acknowledges and agrees that this Agreement is executory.

(c) Holder further hereby acknowledges and agrees that none of the number resources, none of the Services, or nothing else provided by or on behalf of ARIN in connection therewith is or will be the property (real, personal, or intellectual) of Holder's bankruptcy estate within the meaning of Section 541 of the Bankruptcy Code.

(d) Upon the occurrence of a Bankruptcy Event, such Bankruptcy Event or any other event of default or breach under this Agreement shall constitute "cause" pursuant to Section 362(d) of the Bankruptcy Code for granting ARIN relief from the automatic stay or any other applicable injunction to exercise ARIN's rights and remedies under this Agreement, and Holder shall, and hereby does, consent to such relief.

11. INDEMNIFICATION

(a) Holder shall indemnify, defend, and hold harmless ARIN and its parent, subsidiaries and other affiliates, each of their respective predecessors, successors and assigns, each of their respective employees, representatives, agents, attorneys, advisors, trustees, directors, officers, managers, and members (collectively, the "Indemnified Parties") from any and all claims, demands, disputes, actions, suits, proceedings, judgments, damages, injuries, losses, expenses, costs and fees (including costs and fees associated with attorneys, accountants, investigators and experts), interests, fines and penalties of whatever nature, character or description, whether known or unknown, anticipated or unanticipated, fixed or contingent, now existing or which may hereafter accrue (collectively, "Claims") brought or asserted by a third party against any of the Indemnified Parties alleging facts or circumstances that, in any way, whether directly or indirectly, relate to, arise from, or may be connected with: (1) any authorized or unauthorized access to or use of any Service or any Included Number Resources by Holder or any of Holder's parent, subsidiaries or other affiliates, or any of their respective predecessors, successors or assigns, or any of their respective directors, officers, managers, shareholders, members, partners, employees, representatives, agents, advisors, or other persons acting by, through, under or in concert with any of them (each an "Indemnifying Party" and collectively the "Indemnifying Parties"); (2) any authorized or unauthorized access to or use of the any Service or any Included Number Resources by any person who acquired authorized or unauthorized access to or use of any Service or any Included Number Resources by or through an Indemnifying Party; and/or (3) any breach by Holder or any other Indemnifying Parties of any Service Terms.

(b) Holder shall keep ARIN informed of and consult with ARIN in connection with the progress of any such Claim. Holder shall not settle, compromise, or in any other manner dispose of any Claim without the prior written consent of ARIN. Holder shall not engage in any action or omit to take any action in connection with any Claim that would likely result in harm or have an adverse consequence to ARIN, any of ARIN's rights pursuant to any Service Terms, or any Included Number Resources or other number resources. ARIN shall have the right to participate in the settlement, compromise and/or disposition of any Claim. Holder may retain counsel to defend against any Claims provided Holder may retain such counsel only upon prior written approval by ARIN, such approval not to be unreasonably withheld. If, in ARIN's reasonable judgment, (i) a potential or actual conflict exists or arises between the interest of ARIN and Holder in any such Claim or (ii) Holder fails to diligently and fully perform its obligations under this Section 11, ARIN shall have the right to (i) retain its own counsel, whose reasonable fees and costs will be paid by Holder, to defend the Indemnified Parties and (ii) control the disposition of any Claim at Holder's sole cost and expense.

(c) Holder shall provide written notice to ARIN promptly of the assertion against Holder or any other person of any Claim or the commencement of any Claim, whether or not an Indemnified Party is named or identified in the Claim, alleging facts or circumstances that, in any way, whether directly or indirectly, relate to, arise from, or may be connected with any Service Terms.

12. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) DISCLAIMER OF WARRANTIES. HOLDER ACKNOWLEDGES AND AGREES THAT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE INCLUDED NUMBER RESOURCES AND THE REGISTRATION THEREOF, ARE PROVIDED ON AN "AS-IS" BASIS WITH ALL RISKS AND FAULTS ASSOCIATED THEREWITH. ARIN MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND WITH RESPECT TO ANY SERVICES OR ANY INCLUDED NUMBER RESOURCES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF REQUIREMENTS, NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, TRADE OR USAGE. AND ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS ARE HEREBY DISCLAIMED BY ARIN AND WAIVED BY HOLDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARIN DOES NOT REPRESENT, WARRANT OR COVENANT THAT ANY SERVICE OR INCLUDED NUMBER RESOURCE, OR ANY ACCESS OR USE THEREOF: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET HOLDER'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE HOLDER USES.

(b) EXCLUSION OF LIABILITIES AND DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ARIN WILL NOT BE LIABLE TO HOLDER OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, FOR ANY LIABILITIES AT LAW OR IN EQUITY OR FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LIABILITIES OR DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH ANY SERVICES, ANY INCLUDED NUMBER RESOURCES, OR OTHERWISE IN CONNECTION THEREWITH, WHETHER BASED ON CONTRACT, TORT OR ANY CAUSE OF ACTION, EVEN IF HOLDER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) LIMITATION OF LIABILITY. IN NO EVENT, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY CAUSE OF ACTION, WILL ARIN'S LIABILITY TO HOLDER OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, EXCEED IN THE AGGREGATE THE GREATER OF (i) THE AMOUNT PAID BY HOLDER TO ARIN FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) ONE HUNDRED U.S. DOLLARS (US$100.00).

(d) EXCULPATION AND WAIVER. NEITHER HOLDER NOR ANY OF THE OTHER INDEMNIFYING PARTIES WILL HAVE ANY CLAIM, AND HOLDER (ON BEHALF OF ITSELF AND THE OTHER INDEMNIFYING PARTIES) HEREBY EXPRESSLY WAIVES AND FOREVER RELEASES AND DISCHARGES ANY AND ALL CLAIMS AGAINST ARIN AND/OR ANY OTHER INDEMNIFIED PARTIES WITH RESPECT TO ANY SERVICE OR ANY INCLUDED NUMBER RESOURCES.

13. TERM AND TERMINATION

(a) Term. Unless earlier terminated in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence on the date Holder first receives any Service and shall continue for one (1) year thereafter. This Agreement shall renew automatically unless earlier terminated in accordance with the termination provisions of this Agreement or if Holder gives written notice to ARIN of its desire not to renew this Agreement.

(b) Termination or Suspension of Services for Cause by ARIN. ARIN shall have the right to stop Services pursuant to any breach of Sections 2(c), 2(e), 4 or 7. In addition, ARIN may exercise its judgment to immediately stop Services upon written notice to Holder if Holder breaches Sections 2(c), 2(d), 7, or 11. ARIN shall have the right to immediately terminate this Agreement for cause upon ARIN's written notice to Holder for: (i) Holder's failure to pay fees pursuant to Section 4; (ii) Holder's breach of Section 2(c); (iii) Holder's breach of Section 2(d); (iv) pursuant to Section 2(e); (v) Holder's breach of Section 7; or (vi) Holder's brach of Section 11. Without limiting ARIN's right to terminate this Agreement in the preceding sentence, if Holder breaches any other provision of this Agreement and such breach remains uncured by Holder as determined

by ARIN in its reasonable determination after sixty (60) days following ARIN's written notice to Holder of such breach, ARIN shall have the right to terminate this Agreement for cause. Holder may utilize Section 14(k) to dispute any ARIN termination or suspension of Services.

(c) Termination for Cause by Holder. Holder shall have the right to seek to terminate this Agreement for cause, by giving written notice thereof to ARIN and complying first with Section 14(k), if: (i) ARIN materially breaches this Agreement and such breach remains uncured for thirty (30) days after ARIN's receipt of written notice of the breach from Holder; (ii) ARIN refuses to provide the Services with respect to Holder's Included Number Resources, except where ARIN has stopped the Services or terminates this Agreement pursuant to Section 13(b); (iii) ARIN enforces any Policy against Holder which has been applied in violation of Section 5; or (iv) ARIN assesses a Maintenance Fee in violation of Section 4(a). If ARIN formally disputes Holder's right to terminate this Agreement, ARIN shall respond in writing to Holder and may deny its actions are a breach or alternatively indicate its corrective action. Any failure of ARIN to respond to Holder in writing shall constitute a denial of the breach and create a dispute between the parties which will be resolved pursuant to Section 14(k). If the Holder still seeks to terminate this Agreement for cause after receiving a response from ARIN, it must bring action pursuant to Section 14(k), and obtain a judgment by the Arbitrator chosen for this purpose that such cause to terminate exists. If such a cause for termination is found by the Arbitrator against ARIN, this Agreement will be terminated, ARIN will be under no obligation to provide any of the Services under this Agreement, and the Included Number Resources will resume the status they had prior to this Agreement.

(d) Voluntary Termination by Holder with Return of Included Number Resources to ARIN. Holder shall have the right to terminate this Agreement at any time if it returns to ARIN, without limitation, all Included Number Resources. If Holder wishes to terminate this Agreement in accordance with this Section 13(d), the Holder must submit written notice to ARIN of its intent to return, in total, all Included Number Resources, and ARIN will accept the return of the Included Number Resources thirty (30) days after such notice being provided.

(e) Effect of Termination. Except as described in Section 13(c) and 14(k), if this Agreement expires or is terminated, then (i) ARIN will immediately revoke the Included Number Resources and otherwise cease providing the Services and will have no liability for doing so, and (ii) Holder remains liable for all fees payable to ARIN for Services rendered up to and including the date of expiration or termination.

(f) Survival. The defined terms and the following sections of this Agreement will survive termination or expiration of this Agreement and remain in effect: 2(c), 2(d), 2(e), 2(f), 3(c), 4(a), 4(c), 4(d), 7, 10, 11, 12, 13(e), 13(f) and 14.

14. GENERAL PROVISIONS

(a) Assignment.

(i) Holder may not assign or transfer, whether voluntarily or by operation of law, this Agreement or any of its rights or obligations under it, without ARIN's prior written permission, which may not be unreasonably withheld if such assignment and/or transfer is consistent with ARIN's Transfer Policies as included in the Policies. The event of any transaction (whether a merger, acquisition, or sale) in which Holder's controlling managerial and/or voting interest changes during the term of this Agreement shall be considered an assignment. Any attempt by Holder to assign or transfer this Agreement or any rights or obligations under it, other than as provided in this Section 14(a)(i), will be of no force or effect.

(ii) ARIN shall have the right to freely assign this Agreement upon written notice to Holder if ARIN is changing its corporate organization to permit a successor organization to provide the Services contemplated by this Agreement.

(b) Relationship of Parties. The relationship between the parties is and will be that of independent contractors. No joint venture, partnership, employment, agency, or similar arrangement is created between the parties. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement.

(c) Entire Agreement. This Agreement and the Policies (which are hereby incorporated by reference to the extent they do not conflict with this Agreement) constitute the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the Included Number Resources or any Services which are the subject matter of this Agreement. All other agreements between Holder and ARIN for number resources other than the Included Number Resources or any Services associated with such number resources, if any, remain unchanged by this Agreement.

(d) Waiver. No waiver of any provision or consent to any action under this Agreement will constitute a waiver

of any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide past or future a waiver or consent.

(e) Severability. If any provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.

(f) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and permitted assigns, and with respect to Holder, its permitted successors and permitted assigns.

(g) No Third-Party Rights. This Agreement is made solely for the benefit of the parties and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.

(h) Construction. This Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one. The word "including" means "including, without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision. Unless the context of this Agreement otherwise requires, words using singular or plural number also include the plural or singular number, respectively. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.

(i) Written Notice. All "written notice" or notice required or permitted to be given in writing under this Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. or international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier, (iv) electronic mail, (v) electronic messaging via ARIN Online, or (vi) facsimile. If Holder gives notice to ARIN, it must use ARIN's current address, which is currently: ARIN, Attention: Financial and Legal Services Department, 3635 Concorde Parkway, Suite 200, Chantilly, VA 20151, or the following e-mail address: billing@arin.net. If ARIN provides notice to Holder, ARIN must use the contact information provided by Holder to ARIN during the application process or other contact information provided by Holder in accordance with the terms of this Section. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery via U.S. or international mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated, or (v) if by electronic messaging, at the next successful login to ARIN Online by the notified contact.

(j) Force Majeure. Neither party shall be deemed in default hereunder, nor shall either party be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities. In the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the force majeure event. If, pursuant to this force majeure provision, a party terminates this Agreement, ARIN will cease to provide Services under this Agreement and the Included Number Resources will resume the status they had prior to this Agreement.

(k) Governing Law, Jurisdiction, Venue and Dispute Resolution.

(i) This Agreement and the parties' performance under it shall be governed in all respects by, and construed in accordance with, the laws of the Commonwealth of Virginia and, as applicable, the United States of America.

(ii) In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and, second, in the event cooperative settlement negotiations are not successful, or do not occur, within thirty (30) days after a party initiates such negotiations, the parties agree to submit any

unresolved dispute(s) to binding and final arbitration for resolution. If Holder's principal place of business is in the United States, such arbitration shall be held in Washington, D.C., or by agreement of both parties at any other location, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. If the Holder's principal place of business is in Canada, such arbitration shall be held in Ottawa, Canada, or by agreement of both parties at any other location, in accordance with the rules of the locally prevalent equivalent of AAA arbitration rules then in effect. If Holder's principal place of business is in any country other than the United States or Canada but otherwise within ARIN's service region, such arbitration shall be held in Miami, Florida, or by agreement of both parties at any other location, in accordance with the rules of the AAA then in effect. A single arbitrator shall be selected by the parties by striking in turn from a list of arbitrators supplied by the AAA or, as applicable, the locally prevalent equivalent of AAA. Each party shall bear their own attorneys' fees, and the initiating party shall initially bear the costs of the arbitration's expenses. Any judgment upon the award rendered pursuant to the arbitration proceeding may be entered in any court having competent jurisdiction. Notwithstanding the foregoing in this Paragraph, either party may bring an action before the United States District Court for the Eastern District of Virginia or the Circuit Court for Fairfax County, Virginia for a temporary restraining order, preliminary injunction and/or other injunctive relief to seek to maintain the status quo between the parties pending resolution of the dispute(s) in accordance with the terms of this Paragraph; provided that, for a Canadian domiciled entity, such action may also be brought in the above listed US courts, the Ontario Superior Court of Justice for those domiciled in Ontario, or the equivalent court in the Canadian province where the entity is headquartered.

(iii) If Holder is part of a national, state, or local government authority whose laws or regulations strictly require that the laws of that particular jurisdiction or domicile must apply to this Agreement and ARIN is provided with written substantiation of such requirement reasonably acceptable to ARIN, this Agreement shall also be governed pursuant to the such laws. If there is a dispute regarding applicability of such laws to this Agreement, it shall be resolved in accordance with Section 14(k)(ii).

(l) Subsequent Version(s). If any subsequent version(s) of the Registration Services Agreement is authorized by ARIN, the parties may choose to substitute a signed copy of the then- existing subsequent version, with all its terms, instead of this Agreement, and the Included Number Resources and other Services will then be governed by the subsequent version. The consideration for such change is the original agreement and the agreement to abide by the revised terms. There is no requirement for a Holder who has signed this Agreement to engage in any subsequent version.

(m) Expenses. Except as specifically set forth in this Agreement, the parties agree to pay their own expenses related to this Agreement.

(n) Amendment. Except as set forth in Section 1(d), no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed or authorized in writing by ARIN, which writing specifically references such as an amendment to this Agreement.

(o) Execution. This Agreement may be executed by a party's signature and copies of this Agreement so executed and delivered shall have the same force and effect as an original. This Agreement may be executed in two or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Holder hereby accepts, without modification, all of the terms and conditions of this Registration Services Agreement.

Agreed: (This section to be completed by Holder)	**Authorized Officer**
Legal Name of Company (Holder): Capistrano Unified School District	Name (Print): Lynh N. Rust, or Susan Holliday
D/B/A (if any):	Title (Print): Exc Dir Contracts & Purchasing OR
ORG ID: CUSD-14	Signature: Ex Dir Tech & Info Services
Ticket Number: 20150320-X480612	Date: 4/2/2015
Billing Contact Information if different from authorized officer	**Contact Information of Authorized Officer**
Name (Print): Dana Erikson	Phone: 949-234-9463
Title (Print): Manager	E-Mail: seholliday@capousd.org
Phone: 949-234-9313	Street Address: 33122 Valle Rd
E-Mail: derikson@capousd.org	City and State: San Juan Capistrano, CA
Street Address 33122 Valle Rd	Postal Code: 92675
City and State San Juan Capistrano, CA	Country: US
Postal Code: 92675	
Country: US	

American Registry for Internet Numbers, LTD. By: (This section to be completed by ARIN)

ARIN's Authorized Contracting Agent	
Name (Print):	Signature:
	Date:

American Fidelity Assurance Company
A member of the American Fidelity Group

Section 125 Administration
Phone (888)306-8424
Fax: (800)240-0642
Section 125 Compliance
Phone: (888)577-5555

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

Dear Katie Nunan,

Thank you for giving American Fidelity the opportunity to serve as your Section 125 Plan service provider. Based on the information provided to us, we have prepared a sample plan document for review by you and your legal counsel. This document will supersede any previous plan document(s) that you may have in place.

After you have had the opportunity to review the document, please remove the "sample" page, sign where necessary and fax or mail copies of all signature pages to our office. All original signature pages should be retained with your documents. If, at any time during the plan year, there are changes to the information contained in the plan document, please contact our Section 125 Team at (888) 306-8424 to request a revised document.

As your Section 125 Plan service provider, American Fidelity will perform the following services:

- Prepare amended and restated plan documents, when necessary, based on information provided by you;
- Provide an updated Administration Guide to assist you in the on-going administration of your plan;
- Provide an annual re-enrollment of your employees prior to the plan year anniversary date;
- Provide a 25% Key Employee discrimination test worksheet, when requested;
- Provide a 55% Average Benefits (for dependent care) discrimination test worksheet, when requested;
- Provide compliance assistance in interpreting the IRS regulations governing cafeteria plans;
- Furnish a semi-annual newsletter outlining changes to the sections of the tax code which impact cafeteria plans, as well as other pertinent information; and
- Provide copies of the laws and regulations governing cafeteria plans upon request.

As the Plan Administrator, it is your responsibility, among other things, to file the annual Form 5500 (if required) to the Pension and Welfare Benefits Administration, to prepare and distribute summary plan descriptions to employees (if required), provide COBRA, FMLA or HIPAA administration, verify that all benefits provided by other carriers in the plan are qualified for tax-exemption, assure that the plan is not discriminatory, and calculate imputed tax for employer-provided (Section 79) group term life coverage exceeding $50,000, whether it is purchased outside of a cafeteria plan or being salary-reduced within a cafeteria plan (if applicable). A copy of the Section 79 Uniform Table Calculation will be provided to you at the end of your plan year.

2000 CLASSEN BOULEVARD • P.O. BOX 25525 • OKLAHOMA CITY, OKLAHOMA 73125

If your Section 125 Plan includes the Unreimbursed Medical Account and you have chosen American Fidelity to assume the risk, then no changes can be made to a participant's election except at termination of employment.

It is important to note that an employer must have an executed written cafeteria plan document meeting the legal requirements of the Internal Revenue Code Section 125 and it must be adopted by the employer. The plan document must contain the operating rules covering benefit descriptions, eligibility rules, manner of employer contributions, maximum amount of employer and employee contributions, the plan year, timing of participant elections and the irrevocability of participant elections. In addition, the plan cannot discriminate in favor of highly compensated employees or key employees regarding eligibility to participate or in contributions and benefits.

In order to avoid the doctrine of constructive receipt, elections of pre-tax benefits must be made prior to the anniversary date of the plan. All employees should sign either an affirmative election or a statement that they are not making any changes for the coming plan year. If an employee is waiving participation under the plan, they should sign a waiver statement.

Election forms must be maintained for a period of at least four years for audit purposes or a minimum of six years if the employer is subject to ERISA. American Fidelity recommends that all records be maintained for seven years. **The plan document and any amendments thereto must be maintained permanently.**

Once again, we look forward to assisting you with your Section 125 Plan. Please give us a call at (888) 306-8424 any time that you have a question concerning your plan.

Sincerely,

American Fidelity Assurance Company
Educational Services Division
Section 125 Department

Log on to our web site at: www.afadvantage.com® for more information regarding Section 125 services!

For IRS Publications and Notices, log on to their website at: www.irs.ustreas.gov.

Want to see how participation in a 125 plan affects Social Security Benefits? Go to www.ssa.gov for examples!

Rev. 07/11

SAMPLE PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN

Version 10/14 of the Sample Plan Document includes the following changes:

Added 4.02(h) – Cancellation due to reduction in hours of service

Added 4.02(i) – Cancellation due to enrollment in a Qualified Health Plan

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	Capistrano Unified School District
Address:	33122 Valle Road San Juan Capistrano, CA 92675
Employer Identification Number:	95-2321055
Nature of Business:	Public School
Name of Plan:	Capistrano Unified School District Flexible Benefit Plan Confidential and Management
Plan Number:	501

B. EFFECTIVE DATE

Original effective date of the Plan:	January 1, 1995
If Amendment to existing plan, effective date of amendment:	January 1, 2015

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First day of the month following 30 days of employment
Retiree Wording:	N/A
Minimum Hours:	All employees with 20 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 17 years.

D. PLAN YEAR

The current plan year will begin on January 1, 2015 and end on December 31, 2015. Each subsequent plan year will begin on January 1 and end on December 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

N/A

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

Elective Contributions (Salary Reduction):

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Kaiser
Group #227101-00, #227101-01

American Fidelity Assurance Company
Accident

United Health Care
Network 1, 2, 3 and PPO

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company
013 Kind Series

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Cigna
Dental Group #3215164 HMO/PPO

Vision Service Plan
Group #12081045 Signature Plan

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed $50,000.

N/A

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - **$0.00** per Plan Year

Maximum Contribution - **$5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **$0.00** per Plan Year or a Prorated Amount for a Short Plan Year

Maximum Coverage - **$2500.00** per Plan Year or a Prorated Amount for a Short Plan Year

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period of 70 days with respect to the Medical Expense Reimbursement Plan are elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan are not elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **N/A**

Maximum Contribution – **N/A**

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).

b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a $0.00 balance on the last day of the plan year).

c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted this _____ day of _____, 20_____.

Capistrano Unified School District - 501
(Name of Employer)

Witness:_____ **By:_____**

Title:_____ **Title:_____**

APPENDIX A

Related Employers that have adopted this Plan

Name(s):

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 **Administrator** — The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).

2.02 **Beneficiary** — Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.02a **Carryover** — The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars ($500), except that in no event may the Carryover be less than five dollars ($5).

2.03 **Code** — Internal Revenue Code of 1986, as amended.

2.04 **Dependent** Any of the following:

(a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 **Effective Date**

The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 **Elective Contribution**

The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

2.07	**Eligible Employee**	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	**Employee**	Any person employed by the Employer on or after the Effective Date.
2.09	**Employer**	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	**Employer Contributions**	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	**Entry Date**	The date that an Employee is eligible to participate in the Plan.
2.12	**ERISA**	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	**Fiduciary**	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	**Health Savings Account**	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	**HSA Trustee**	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	**Highly Compensated**	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	**High Deductible Health Plan**	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	**HIPAA**	The Health Insurance Portability and Accountability Act of 1996, as amended.
2.19	**Insurer**	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.20	**Key Employee**	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.

2.21	**Non-Elective Contribution**	A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
2.22	**Participant**	An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
2.23	**Plan**	The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
2.24	**Plan Year**	The Plan Year as specified in Item D of the Adoption Agreement.
2.25	**Policy**	An insurance policy issued as a part of this Plan.
2.26	**Preventative Care**	Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
2.27	**Recordkeeper**	The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
2.28	**Related Employer**	Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

3.01 ELIGIBILITY: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and

shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
b. The date the Participant ceases to work for the Employer as an eligible Employee; or
c. The date of termination of the Plan; or
d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer

Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

(1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
(2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
(3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
(4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
(5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a

children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

(c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.

(d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.

(e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.

(f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.

(g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

(h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

(i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to

average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

(i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

(i) The Participant is eligible for a Special Enrollment Period (as as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

(a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.

5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.

5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.

5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.

5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.

6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.

6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.

6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.

7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.

7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.

7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.

7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.

c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.

e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.

f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ('COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of

desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.

h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.

i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.

k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:

- the date that is one year after the first day of the medically necessary leave of absence; or
- the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, "medically necessary leave of absence" means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

(a) Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:

(i.) Drugs or medicines that require a prescription;
(ii.) Drugs or medicines that are available without a prescription ("over-the-counter drugs or medicines") and the Participant or Dependent obtains a prescription; and
(iii.) Insulin.

(b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.

(c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).

(d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:

(i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.

(ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.

c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:

(i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.

(ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.

(iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.

(iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.

(v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.

d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of

such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending 70 days after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be $250 per month in the case of one Dependent and $500 per month in the case of two or more Dependents.

c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.

d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.

e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.

f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

a. "Dependent" (for purposes of this Section IX) means any individual who is:

(i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

(ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

(i) provides care for more than six individuals (other than individuals who reside at the facility);
(ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
(iii) satisfies all applicable laws and regulations of a state or unit of local government.

c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

(i) incurred for the care of a Dependent of the Participant or for related household services;
(ii) paid or payable to a Dependent Care Service Provider; and
(iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

d. "Dependent Care Service Provider" (for purposes of this Section IX) means:

(i) a Dependent Care Center, or
(ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.

b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.

c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate.

The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review , unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and

shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;

3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and

4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,

2. The specific Plan provision(s) on which the decision is based,

3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,

4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

13.01 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.

13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.

13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

13.07 CONSTRUCTION:

a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.

b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

AGREEMENT NUMBER: 41409

2015-2016
NETWORK SUPPORT SERVICES AGREEMENT
CAPISTRANO UNIFIED SCHOOL DISTRICT

This Network Support Services Agreement is hereby entered into this 1st of July, 2015, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTEDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

Now, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications via the SUPERINTENDENT'S network utilized by the SUPERINTENDENT. Applications services shall include access to the following:

1. Payroll Services
2. Financial (Separate contract required)
3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging (Separate contract required)

EXHIBIT 29

6. Data Center Site Services (Separate contract required)

7. Cloud Storage

8. Email Archiving

3.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2015, and ending on June 30, 2016, subject to termination as set forth in this AGREEMENT.

4.0 PAYMENT. DISTRICT agrees to pay SUPERINTEDENT for services rendered pursuant to Section 2.0 of this AGREEMENT a total amount not to exceed One thousand seven hundred fifty dollars ($1,750). The charges are based on the actual expenses incurred by SUPERINTENDENT in supporting the connectivity between DISTRICT and SUPERINTENDENT through the telephone companies, Internet service providers, and vendors providing equipment, lines and services. DISTRICT shall be notified in writing of any increase in charges incurred by SUPERINTENDENT in supporting the network. DISTRICT agrees to pay SUPERINTENDENT the actual charges within thirty (30) days upon receipt of an itemized invoice in triplicate from the SUPERINTENDENT. Charges per year shall be as follows:

ITEM#	COST	DESCRIPTION OF SERVICE/SUPPORT
ANNUAL FEES		
1.	$ 1,750.00	Annual data circuit network management.
2.	$ 0.00	Cloud Storage
3.	$ 0.00	Email archiving/storage per terabyte.
4.	$ 0.00	Email archiving/administration per terabyte

TOTAL FEES: $1,750.00

5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance on SUPERINTENDENT'S Network between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 7:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

6.0 TRAINING. SUPERINTENDENT will provide, at no additional charge, such assistance and advice, if requested, as may be necessary to assist DISTRICT personnel in the use and operation of the equipment installed by SUPERINTENDENT to enable DISTRICT to make optimum use of the network services Monday through Friday from 7:00 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTEDENT and DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of DISTRICT's employees

and shall not be considered in any manner to be DISTRICT'S employees.

8.0 HOLD HARMLESS.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand and every liability loss, damage, or expense of any nature whatsoever which may be incurred by reason of any negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from every claim or demand and every liability, loss, damage, or expense of any nature whatsoever which may be incurred by reason of any negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

10.0 APPLICABLE LAW. The services completed herein must meet the approval of the DISTRICT's general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable

to SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

11.0 ASSIGNMENT. Neither party shall subcontract or assign this AGREEMENT or the performance of any of the services set forth in this AGREEMENT without prior written approval of the non-assigning party.

12.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without cause, upon the giving of sixty (60) days prior written notice to the other party.

13.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

14.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this

section. As of the date of this AGREEMENT the addresses of the parties are as follows:

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

15.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

////

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____	BY: Patricia McCaughey
Authorized Signature	Authorized Signature
PRINT NAME: _____	PRINT NAME: Patricia McCaughey
TITLE: _____	TITLE: Coordinator
DATE: _____	DATE: January 14, 2015

CAPOUSD_Network Support Services-Intra(41409) 2016
ZIP12

AGREEMENT NUMBER 40339

AMENDMENT 1
2015 - 2016
INTERNET NETWORK SUPPORT SERVICES AGREEMENT
CAPISTRANO UNIFIED SCHOOL DISTRICT

The Internet Network Support Services Agreement, hereinafter referred to as AGREEMENT, entered into by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT, is hereby amended as follows:

1.0 Section 2.0 TERM shall be amended to read as follows: This AGREEMENT shall be in full force and effect for the period commencing July 1, 2015, and ending on June 30, 2016, subject to termination as set forth in this AGREEMENT.

2.0 Except as expressly herein amended, said AGREEMENT shall in all respects be and remain in full force and effect.

[THIS SECTION INTENTIONALLY LEFT BLANK.]

EXHIBIT 30

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____	BY: Patricia McCaughey
Authorized Signature	Authorized Signature
PRINTED NAME: _____	PRINTED NAME: Patricia McCaughey
TITLE: _____	TITLE: Coordinator
DATE: _____	DATE: January 26, 2015

CUSD-Internet-Amend1(40339)
ZIP12

SECOND AMENDMENT TO AGREEMENT FOR USE OF FACILITIES

This Second Amendment ("Amendment") to the Agreement for Use of Facilities by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District") and COMMUNITY ROOTS ACADEMY, a California non-profit public benefit corporation ("Charter School") dated June 30, 2013 and amended by Amendment to Agreement for Use of Facilities dated July 1, 2014 (collectively the "Agreement") (a true and correct copy of which is attached hereto as Exhibit "A"), is hereby made and entered into as of _____, 2015 ("Effective Date") as follows:

WHEREAS, District and Charter School have entered into the Agreement whereby the Charter School will occupy the District's Wood Canyon Elementary School campus located at 23431 Knollwood, Aliso Viejo, CA 92656 ("Subject Property"), as set forth in the Agreement, for the 2013-2014 School Year; and

WHEREAS, the Parties desire to revise certain terms of the Agreement; and

WHEREAS, Section 25 of the Agreement requires that any amendment or modification to the Agreement must be in writing and executed by both Charter School and District.

NOW, THEREFORE, DISTRICT AND CHARTER SCHOOL HEREBY AGREE AS FOLLOWS:

1. **Agreement.** The Parties hereto represent and warrant that the Agreement is the true, correct and complete agreement between the Parties, and that there have been no other written or oral amendment(s) to the Agreement, except as noted herein. All capitalized terms not otherwise defined herein shall have the meanings given in the Agreement.

2. **Additional Classrooms**. Section 2 of the Agreement is amended to state that in addition to the facilities listed, Charter School shall also have access to Rooms 24, 25 and 45. Each room is Nine Hundred Sixty (960) square feet. The total square footage of these additional rooms is Two Thousand Eight Hundred Eighty (2,880) square feet. Thus, any reference to Facilities in the Agreement shall include the additional rooms and the total area of the Facilities is Twenty-One Thousand One Hundred Twenty (21,120) square feet.

3. **Utilities and Services.** Section 3 of the Agreement is amended to state that Twenty-One Thousand One Hundred Twenty (21,120) square feet shall be the amount of square footage used to determine Charter School's share of utilities costs for the year.

4. **Rental Payments.** Section 13 of the Agreement is amended to state that at a rate of Seventy Cents ($0.70) per square foot per month for Twenty-One Thousand One Hundred Twenty (21,120) square feet, the rental payment due shall be Fourteen Thousand Seven Hundred Eighty-Four Dollars ($14,784.00) per month or One Hundred Seventy-Seven Thousand Four Hundred Eight Dollars ($177,408.00) per year.

5. **Term.** Section 14 of the Agreement is amended to state that the Parties agree to extend the term of the Agreement for one (1) additional year. The Agreement will expire on June 30, 2016.

6. **Binding Effect; Partial Invalidity**. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.

7. **Full Force and Effect; No Other Amendments**. The Agreement is hereby modified with respect to the terms set for the herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.

8. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

9. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

10. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

District: **CAPISTRANO UNIFIED SCHOOL DISTRICT**

_____

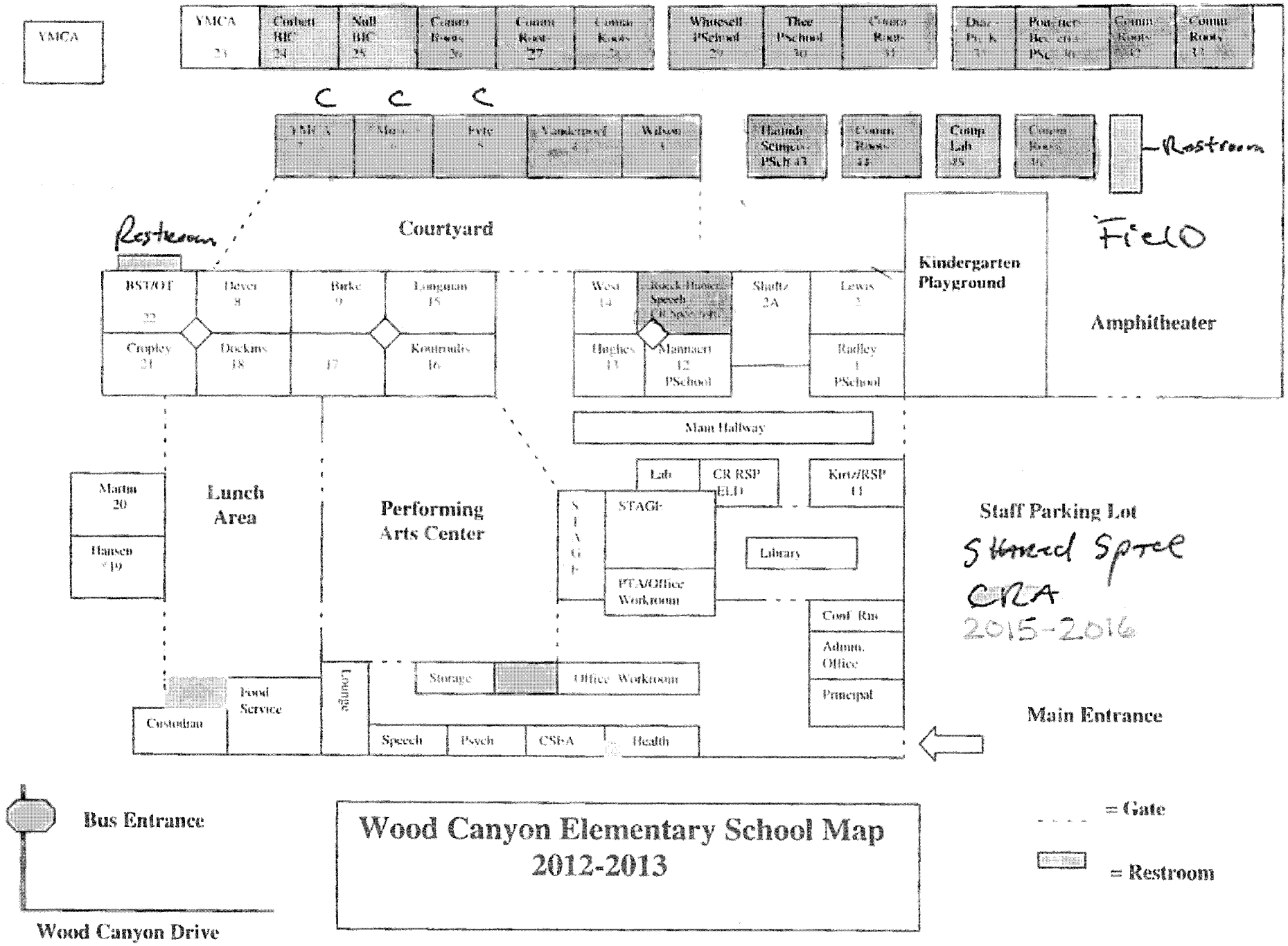
By:
Its:

Charter School: **COMMUNITY ROOTS ACADEMY**

_____

By:
Its:

as of 07/01/2015



Wood Canyon Elementary School Map 2012-2013

AMENDMENT TO AGREEMENT FOR USE OF FACILITIES

This Amendment ("Amendment") to the Agreement for Use of Facilities by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District") and COMMUNITY ROOTS ACADEMY, a California non-profit public benefit corporation ("Charter School") dated June 30, 2013 ("Agreement") (a true and correct copy of which is attached hereto as Exhibit "A"), is hereby made and entered into as of July 1, 2014 ("Effective Date") as follows:

WHEREAS, District and Charter School have entered into the Agreement whereby the Charter School will occupy the District's Wood Canyon Elementary School campus located at 23431 Knollwood, Aliso Viejo, CA 92656 ("Subject Property"), as set forth in the Agreement, for the 2013-2014 School Year; and

WHEREAS, the Parties desire to revise certain terms of the Agreement; and

WHEREAS, Section 25 of the Agreement requires that any amendment or modification to the Agreement must be in writing and executed by both Charter School and District.

NOW, THEREFORE, DISTRICT AND CHARTER SCHOOL HEREBY AGREE AS FOLLOWS:

1. **Agreement.** The Parties hereto represent and warrant that the Agreement is the true, correct and complete agreement between the Parties, and that there have been no other written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the meanings given in the Agreement.

2. **Additional Classrooms**. Section 2 of the Agreement is amended to state that in addition to the facilities listed, Charter School shall also have access to Rooms 5, 6 and 7. Each room is Nine Hundred Sixty (960) square feet. The total square footage of these additional rooms is Two Thousand Eight Hundred Eighty (2,880) square feet. Thus, any reference to Facilities in the Agreement shall include the additional rooms and the total area of the Facilities is Eighteen Thousand Two Hundred Forty (18,240) square feet.

3. **Utilities and Services.** Section 3 of the Agreement is amended to state that Eighteen Thousand Two Hundred Forty (18,240) square feet shall be the amount of square footage used to determine Charter School's share of utilities costs for the year.

4. **Rental Payments.** Section 13 of the Agreement is amended to state that at a rate of Seventy Cents ($0.70) per square foot per month for Eighteen Thousand Two Hundred Forty (18,240) square feet, the rental payment due shall be Twelve Thousand Seven Hundred Sixty Eight Dollars ($12,768.00) per month or One Hundred Fifty Three Thousand Two Hundred Sixteen Dollars ($153,216.00) per year.

5. **Term.** Section 14 of the Agreement is amended to state that the Parties agree to extend the term of the Agreement for one (1) additional year. The Agreement will expire on June 30, 2015.

6. **Binding Effect; Partial Invalidity**. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.

7. **Full Force and Effect; No Other Amendments**. The Agreement is hereby modified with respect to the terms set for the herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.

8. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

9. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

10. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

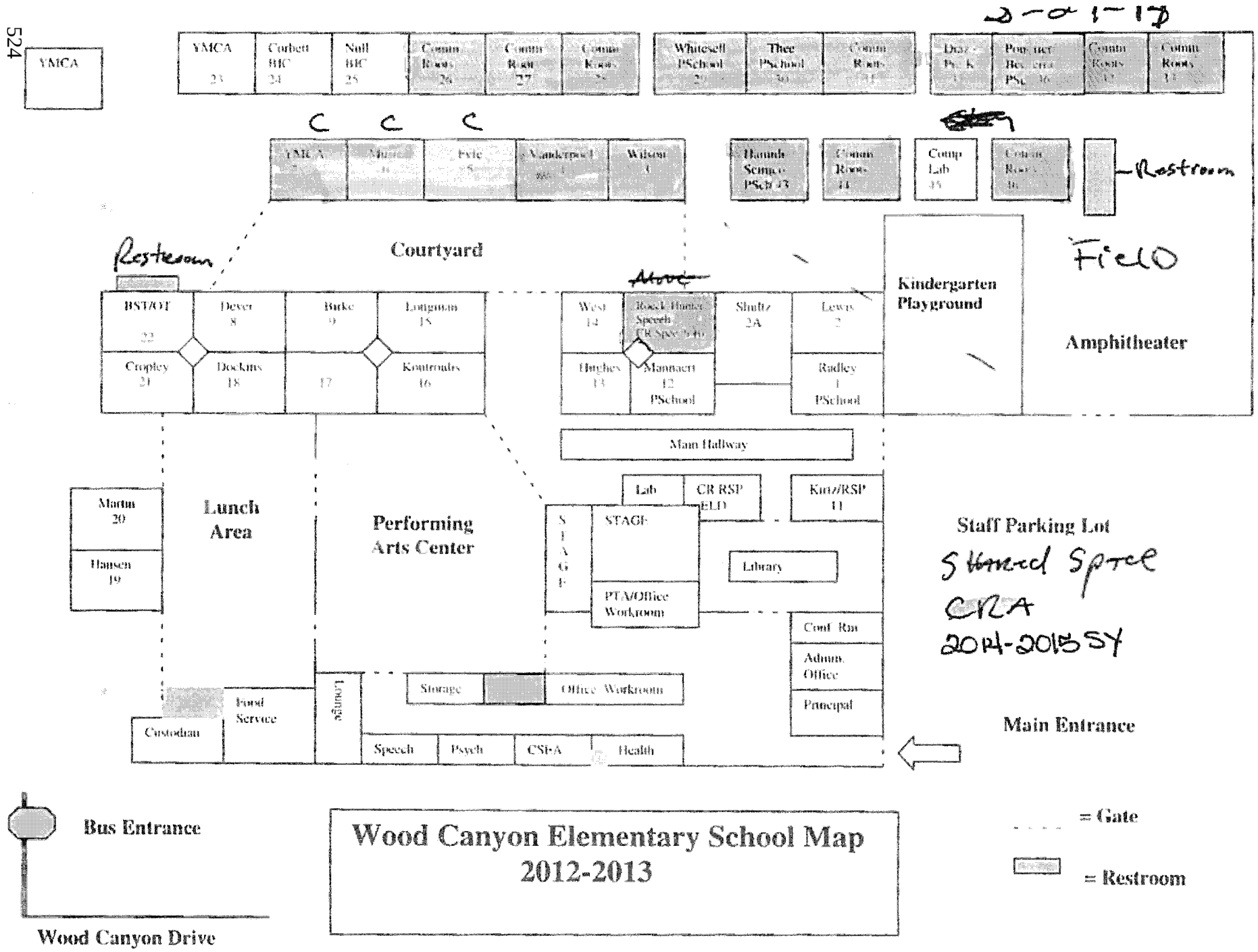
IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

District: **CAPISTRANO UNIFIED SCHOOL DISTRICT**

By: John M. Alpay
Its: President of the Board of Trustees

Charter School: **COMMUNITY ROOTS ACADEMY**

By:
Its:


YMCA
YMCA 23
Corbett BIC 24
Null BIC 25
Comm Rooms 26
Comm Room 27
Comm Rooms
Whitesell PSchool
Thee PSchool
Comm Rooms
Comm Rooms
Wilson
Hannah Scmacr PSch 13
Comm Rooms
Comp Lab 35
Restroom
Courtyard
Restroom
Field
Kindergarten Playground
Amphitheater
BST/OT 22
Dever 8
Burke 9
Longmuir 15
Cropley 21
Dockins 18
17
Koutroulis 16
West 14
Shultz 2A
Lewis 2
Hughes 13
Mannaert 12 PSchool
Radley 1 PSchool
Main Hallway
Lab
CR RSP ELD
Kim//RSP 11
Martin 20
Hansen 19
Lunch Area
Performing Arts Center
STAGE
PTA/Office Workroom
Library
Staff Parking Lot
Shared Space
CRA
2014-2015 SY
Conf. Rm
Admin. Office
Principal
Main Entrance
Storage
Office Workroom
Food Service
Custodian
Lounge
Speech
Psych
CSI-A
Health
Bus Entrance
Wood Canyon Drive
Wood Canyon Elementary School Map
2012-2013
= Gate
= Restroom

CAPISTRANO UNIFIED SCHOOL DISTRICT
COMMUNITY ROOTS CHARTER SCHOOL AGREEMENT 2013-2014
FOR USE OF FACILITIES AT WOOD CANYON ELEMENTARY SCHOOL

THIS AGREEMENT is made and entered into this 7 day of June, 2013, by and between the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "CUSD"), and the COMMUNITY ROOTS ACADEMY, a non-profit public benefit corporation (hereinafter referred to as CRA). This lease is for the period July 1, 2013 to June 30, 2014.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, INTENDING TO BE LEGALLY BOUND HEREBY, CUSD and Community Roots Charter School (collectively, the "Parties") agree as follows:

1. Grant of Lease to CRA to Use Facilities: CUSD hereby grants to CRA the lease of, and right to enter onto and use portable classrooms at the Wood Canyon Elementary School campus located at 23431 Knollwood, Aliso Viejo, CA 92656 specified in Section 2 below (the "Facilities") to operate its charter school program, and for no other use without the prior written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion. CRA shall be solely responsible for determining the suitability of the Facilities for its intended use and CRA shall fully meet all governmental laws, regulations and rules concerning CRA use of the Facilities.

2. Location of Facilities: The Facilities consist of rooms 3, 4, 10, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 43, 44, and 46, for a total of sixteen (16) classrooms, located near the south end of the Wood Canyon campus. The total area of leased facilities is calculated to be 15,360 square feet (i.e., 16 rooms at 960 square feet each). In addition, CUSD shall make available and CRA shall be permitted nonexclusive use of two restroom facilities, play areas, lunch area, performing arts center, music room, kindergarten playground, shared use of the south portion of the grass field play area (coordinated with the elementary school) and existing parking spaces (together, the "Related Facilities").

3. Utilities and Services: CRA shall pay a fair share of utilities costs at the site, including natural gas, water, sewer, waste disposal and electricity. Cost sharing shall be calculated based upon last years' total utilities costs for the entire school divided by the intended future use of building area by CRA. The lease of 15,360 square feet of space equates to a utilities share of $24,614.82 per year or $2,051.23 per month. The monthly fees are in addition to the rental payments described in Section 13 of this Agreement and shall be paid to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2013 throughout the term of this Agreement.

4. Alterations, Improvements: CRA, at its own expense, shall have the right, upon obtaining the written consent of CUSD, which consent may be withheld in CUSD's sole and absolute discretion, prior to beginning work, to construct alterations and improvements to the Facilities. If requested by CUSD in writing at least thirty (30) days prior to the termination of this Agreement, CRA agrees to remove any alterations, additions or improvements upon the termination of this Agreement and restore the premises to their prior condition at CRA sole cost and expense.

5. Maintenance of Building: CRA at its sole cost shall maintain the interior and exterior of the Facilities in good repair, including painting of walls and ramps, replacement of broken glass in windows, and prompt removal of graffiti. CUSD will provide custodial services to CRA consistent with Wood Canyon classrooms. CRA may use CUSD maintenance services by mutual consent, to perform the work at cost. CUSD will have responsibility for structural repairs, such as roofing.

6. Maintenance Notification: CUSD shall provide notice to CRA in advance of routine maintenance procedures involving pesticides, herbicides, or other chemicals to Wood Canyon buildings or playgrounds that are in close proximity to the Facilities. The CRA calendar will be provided to CUSD Department of Maintenance and Operations for planning purposes. The M & O department will consider the CRA calendar in scheduling above procedures.

7. As-is Condition of Facilities and Related Facilities: CRA acknowledges that the Facilities and the Related Facilities are being made available to CRA in an "As Is" "Where Is" condition, and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to the Facilities, the Related Facilities or the condition thereof, or any improvement located on the Wood Canyon campus. Entering onto the Wood Canyon campus by CRA shall be at CRA sole risk and CRA acknowledges that it has assumed the risk of entry upon the Wood Canyon campus for CRA person, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Facilities and Related Facilities at Wood Canyon are in satisfactory condition for CRA activities.

8. Furniture and Equipment: CRA shall be permitted to continue to utilize the current furniture located in the Facilities. As the Facilities are being accepted by CRA in an "As Is" and "Where Is" condition and neither CUSD nor any agent of CUSD has made any representation or warranty with respect to such furniture, CRA shall provide any additional furniture and equipment required for operation of its program. All furniture used by CRA will meet state legal requirements.

9. Student Safety: CRA students, staff and visitors will comply with all applicable laws, regulations and procedures concerning or related to CRA use of the Facilities and Related Facilities, including, but not limited to, CUSD and Wood Canyon emergency procedures, safety and supervision policies and procedures while on school grounds.

10. Operating Schedule: The education program to be operated on CUSD property by CRA will operate on a schedule that will minimize traffic congestion at the beginning and end of the school day.

11. Independent Contractor: CRA shall be an independent contractor under this agreement, and at no time shall CRA represent itself to be an agent of CUSD.

12. Right of Entry by CUSD: CUSD shall have the right, at reasonable times, to enter the Facilities for the purpose of inspecting them. Reasonable courtesy notice to the Administrator of CRA shall be provided except in case of emergency. The right and authority hereby reserved in this paragraph does not impose any responsibility or liability for

any acts, omissions or negligence of CRA, CRA staff, guests, clients, and contractors on said Facilities.

13. Rental Payments charged to CRA by CUSD: CRA shall pay CUSD rental payments ("Rental Payments") for the lease of the Facilities calculated at $0.70 per square foot of 15,360 leased building space for a total of $129,024 for one year or $10,752 per month for twelve months for the Facilities. Payment shall be made to CUSD, without demand, in advance on or before the first day of each month beginning July 1, 2013 throughout the term of this Agreement.

14. Term of Agreement: This Agreement shall be from July 1, 2013, through June 30, 2014, or until another agreement is entered into by the Parties that supersedes this Agreement with the understanding that all insurance liability requirements will be fulfilled by July 1, 2013. Either party may terminate this Agreement for an "Event of Default", as defined below, by giving thirty (30) days prior written notice specifying the effective termination date. An Event of Default is defined as any material default under this Agreement and may include, but is not limited to, failure for any reason of either party to fulfill in a timely manner its obligations under the Agreement.

15. Compliance with the Law: CRA shall comply with the requirements of all applicable municipal, state, and federal statutes, ordinances, rules, orders, regulations and laws in effect or which may hereafter be in effect during the term of the Agreement pertaining to the operation of an education program and the use and occupancy of the program facilities. CRA shall not commit or suffer to be committed on said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

16. Indemnity: CRA agrees to defend and hold CUSD and its officers, officials, agents and employees harmless from any claim or action or liability for injury, wrongful death, or property damage sustained by any person arising out of the use of the premises by CRA, or arising out of any act or omission by CRA, its employees, agents, volunteers, and contractors, including failure of CRA to keep the premises in good condition and repaired as provided in the Agreement. The obligations of CRA under this paragraph 16 shall survive the termination or expiration of this Agreement with respect to any claims or liability arising prior to such termination or expiration.

Notwithstanding the foregoing or any other provision of the Agreement, the obligations of CRA to indemnify and hold harmless CUSD and its officers, officials, agents and employees shall not extend to any claim, loss, damage, liability, cost or expense arising out of the gross negligent or willful misconduct of CUSD, any of their respective officers, officials, agents or employees or other parties.

17. Liability Insurance: CRA shall provide and shall maintain in force, during the term of this Agreement, comprehensive personal injury and property damage liability insurance, with minimum personal injury liability limits of $1,000,000 per person and $2,000,000 per occurrence. The policy or policies of liability insurance shall name CUSD (CAPISTRANO UNIFIED SCHOOL DISTRICT), its officers, agents, and employees as additional insured under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD.

18. Workers Compensation and other Employee Insurance: CRA shall provide workers' compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less than $1,000,000 per accident for bodily injury or disease.

19. Insurance Primary: CRA's insurance coverage shall be primary insurance as respects CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers shall be excess of CRA's insurance and shall not contribute to it. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.

20. Certificates of Insurance: Current certificates for all types of insurance and an additional insured endorsement for the liability coverage shall be on file with CUSD before the opening of school indicating the name of the carrier, the policy number and the expiration date. Such Certificates of Insurance shall not be cancelled without thirty (30) days prior written notice to CUSD. Renewal certificates shall be provided by CRA to CUSD at least fifteen (15) days before the expiration of such policies.

21. Insurance Deductibles: Any deductibles or self-insured retentions must be declared to, and approved by, CUSD. At the option of CUSD, either: CRA shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects CUSD, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to CUSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

22. Assignment and Sublease: Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by CRA without the prior written consent of CUSD, which consent may be withheld in its sole and absolute discretion. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

23. Exemption of CUSD from Liability: CUSD shall not be liable for any damage or injury to the person, business (including loss of business profits or loss of income derived from CRA business or for damage to the improvements, trade fixtures, contents or other property of CRA), CRA employees, invitees, or any other person in or about the Facilities and the Related Facilities, whether such damage or injury is caused by or results from : (a) fire, steam, electricity, water, gas or rain; (b) breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; or (c) conditions arising in or about the Facilities or elsewhere, except to the extent that such damage or injury results from CUSD's gross negligence or willful misconduct or the gross negligence or willful misconduct of its officers, officials, agents and employees . CUSD shall have no liability for consequential or special damages.

24. Hazardous Substance: The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the

Facilities; (ii) regulated or monitored by any government authority, or (iii) a basis for potential liability of CUSD to any governmental agency or third party under any applicable statute or common law theory. If CRA knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Facilities, CRA shall immediately give written notice of such fact to CUSD, and provide CUSD with a copy of any report, notice, claim, or other documentation which it has concerning the presence of such Hazardous Substances. CRA shall not cause or permit any Hazardous Substances to be spilled or released in, on, under, or about the Facilities and shall promptly, at CRA expense, comply with all requirements, laws, ordinances, regulations, or orders having to do with the public safety, welfare, the environment, or any other matters, as such may be promulgated by any federal, state, or local governmental body or agency and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security, and/or monitoring of the Facilities or neighboring properties, that was caused or materially contributed to by CRA, or pertaining to or involving any Hazardous Substance brought onto the Facilities during the term of this Agreement by any agent of CRA. CRA shall indemnify, defend and hold CUSD, its agents, employees, and lenders, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Facilities by or for CRA, or any agent of CRA. CRA obligations shall include, but not be limited to, the effects of any contamination or injury to person, property, or the environment created or caused by CRA, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Agreement.

25. Amendments: This Agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.

26. Applicable Law: This Agreement shall be governed by the laws of the State of California.

27. Complete and Exclusive Statement: This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

28. Severability: If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement."

29. Applicable Law: This agreement shall be governed by the laws of the State of California.

30. Contact Person: Each party to this Agreement shall name one individual to be the representative contact person for matters related to this Agreement. At the date of this agreement, the addresses of the Parties are as follows:

Community Roots Academy Administrator	Capistrano Unified School District Joseph M. Farley, Superintendent 33122 Valle Road San Juan Capistrano, California 92675

31. Exhibits: All Exhibits attached hereto or referenced herein are incorporated into the Agreement by reference.

32. Headings: The headings of the paragraphs or sections of this Agreement are for convenience of reference only and are not to be used to interpret or construe any provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms above and have executed this Amendment on the day and year set forth below:

COMMUNITY ROOTS ACADEMY

By: _____
Administrator or Designee

Date: 6/7/2013

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Superintendent or Superintendent's Designee

Date: 6/27/13

AMENDMENT TO AGREEMENT BID NO. 1415-12
CHROMEBOOKS

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CDW GOVERNMENT, LLC

The Agreement between Capistrano Unified School District (District) and CDW Government LLC (CDWG), dated July 24, 2014, for the purchase of Chromebooks as needed by the District, shall be amended as set forth in Section IV Bid Specification Requirements of the awarded Bid No. 1415-12 between District and CDWG, specifically in the event that an item within the bid is discontinued/no longer available, or on a regular basis becomes limited in stock, or is back-ordered delaying agreed upon delivery expectations, it may be replaced by an item that performs the same task. It shall be deemed an acceptable replacement only if it meets or exceeds original specifications, is provided at the same or lesser price of the original item, and provided the District approves replacement in writing.

In the Agreement dated July 24, 2014, CDWG was awarded the bid to provide Acer – Category 1 Chromebook Proposed Models; 2GB & 4GB Non-Touch 11" Screen or Greater, specifically the C720-2844 and C720-2103 models. On December 19, 2014, CDWG submitted a letter of clarification indicating that the manufacturer part number is NX.SHEAA.006 and CDWG lists the item as C720-2955 while Acer (the manufacturer) lists the item as C720-2130 for the same product.

CDWG is now proposing to replace the older C720-2884 (Mfg# NX.SHEAA.04) and C720-2955 (Mfg# NX.SHEAA.006) models with updated C740-3205U (Mfg# NX.EF2AA.002) and C740-3205U (Mfg# NX.EF2AA.001) models, respectively, at the same prices as indicated in the awarded bid.

Except as set forth in this amendment, and Board approved on July 24, 2014, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District	**CDW Government LLC**
By: _____	By: _____
Signature	Signature
Lynh N. Rust	_____
Print Name	Print Name
Exec. Director, Contracts & Purchasing	_____
Title	Title
Board Approval Date: _____	Date: _____

Company Name CDW Government LLC

V. BID FORM AND AGREEMENT

A. Pursuant to the DISTRICTS "Notice Calling For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

Bid No. 1415-12
Chromebooks

All in strict conformity with the Project documents, including Addenda Nos. 1, _____, _____, and _____, on file at the office of the Purchasing Department of said DISTRICT.

Bid Form

The District desires to Self-Maintain, bid only manufacturers that offer a Self-Maintenance Program.

Category 1: Chromebooks without touchscreens

2GB Ram Non-touch 11" screen or greater		
Chromebook	Details:	
Manufacturer: Model:		
Processor: Haswell, Bay Trail or equivalent		
2GB Ram		
Battery Life (minimum 8 hours benchmarked)		
Wireless (a/b/n/ac), single or dual band		
Internal HD size (16 GB minimum)		
Removable SD card Storage max capacity		
Bluetooth version		
Number of ports and type		
Cameras (front and/or rear) with MPs		
Included Warranty		
Google's published/projected End of Life date for OS updates for this device must be a minimum of four years from the date of the bid (June, 2018)		
	Price (including shipping)	$ -

Please refer to document called "CDW•G Proposed Pricing Document" for pricing and product information.

Company Name CDW Government LLC

4GB Ram Non-touch 11" screen or greater		
Chromebook	Details:	
Manufacturer: Model:		
Processor: Haswell, Bay Trail or equivalent		
4GB Ram		
Battery Life (minimum 8 hours benchmarked)		
Wireless (g/b/n/ac), single or dual band		
Internal HD size (16 GB Minimum)		
Removable SD card Storage max capacity		
Bluetooth version		
Number of ports and type		
Cameras (front and/or rear) with MPs		
Included Warranty		
Google's published/projected End of Life date for OS updates for this device must be a minimum of four years from the date of the bid (June, 2018)		
	Price (including shipping)	$ -

Please refer to document called "CDW•G Proposed Pricing Document" for pricing and product information.

Category #2 :Chromebooks with touch screens

2GB (or higher) Multi-touch 11" screen or greater		
Chromebook	Details:	
Manufacturer: Model:		
Processor: Haswell, Bay Trail or equivalent		
2GB Ram		
Battery Life (minimum 8 hours benchmarked)		
Wireless (g/b/n/ac), single or dual band		
Internal HD size		
Removable SD card Storage max capacity		
Bluetooth version		
Number of ports and type		
Cameras (front and/or rear) with MPs		
Warranty length and terms		
Google's published/projected End of Life date for OS updates for this device must be a minimum of four years from the date of the bid (June, 2018)		
	Price (including shipping)	$ -

Please refer to document called "CDW•G Proposed Pricing Document" for pricing and product information.

Company Name CDW Government LLC

Category 3: Software/Licensing

1. The district requests best per student pricing for the Hapara Teacher Dashboard and Chromebook remote control student software considering a purchase of 1-5,000 potential licenses for a 1 year contract. If bidder chooses to quote a different software product, it must function comparably to Hapara's product.

Quantity of Licenses:	Teacher Dashboard Price	Remote Control Price
0 – 5,000	$ 4.00	$ 5.10

2. The district requests best per device pricing for the Google Chromebook Management software license.

	Price
Google Chromebook Management License:	$ 25.14

Company Name CDW Government LLC

Preferred bid specifications and services:

Parts:

All bidders will provide the manufacturer *price sheet* for all current parts associated with the Chromebooks that the district can replace outside of warranty. All bidders will provide free parts during the warranty period. All bidders will offer a discount (ranging from 0% - 99%) off of all parts listed on the parts price sheet. This discount will be maintained on all future price sheets for the same, similar, or replacement parts.

Discount percentage off of manufacturers parts price sheet: Discounts vary*
Please refer to Out of Warranty Parts Price Sheet for requested pricing on following page.

External/Additional Parts:

All Chromebooks must be able to project to a VGA projector without needing a powered adapter. Please indicate the price and make/model of the adapter needed to project the Chromebook to VGA that is not a powered adapter. Please provide any necessary documentation if your device does not project to certain makes or models of projectors.

External/Additional Parts:	Details (make/model)	Price:
How does you device connect to a VGA projector?		
Adaptor		$ -

Please refer to document called "CDW•G Proposed Pricing Document" for pricing and product information.

Hot-swap:

Bidders will explain in detail the number of hot-swap Chromebooks or hot-swap parts of various kinds as a percentage to the total number of Chromebooks ordered in each P.O.

Hot Swaps	Details
Percentage of hot-swap Chromebooks	0.04%
Percentage of hot-swap parts	
List of parts to be provided at the above percentage:	

CDW•G Proposed Pricing Document

Please find below CDW•G's proposed pricing for the requested Chromebooks reference in Category 1 & 2 of "Bid Form and Agreement" document.

ASUS – Category 1 Chromebook Proposed Models; 2GB & 4GB Non-Touch 11" Screen or Greater

For purchases of proposed models in quantities of 1-199 units:

Manufacturer	Model	Proposed Price
Asus	C200MA-EDU	$ 254.33
Asus	C300MA-EDU	$ 304.20
Asus	C200MA-EDU-4GB	$ 304.53

For purchases of proposed models in quantities of 200-999 units:

Manufacturer	Model	Proposed Price
Asus	C200MA-EDU	$ 241.16
Asus	C300MA-EDU	$ 288.21
Asus	C200MA-EDU-4GB	$ 288.53

For purchases of proposed models in quantities of 1000+:

Manufacturer	Model	Proposed Price
Asus	C200MA-EDU	$ 230.18
Asus	C300MA-EDU	$ 274.79
Asus	C200MA-EDU-4GB	$ 275.10

Acer - Category 1 Chromebook Proposed Models; 2GB & 4GB Non-Touch 11" Screen or Greater

Manufacturer	Model	Price
Acer	NX.SHEAA.006	$ 228.63
Acer	NX.SHEAA.004	$ 248.34

Acer – Category 2 Chromebook Proposed Models; 2GB (or higher) Multi-touch 11" screen or greater

Manufacturer	Model	Price
Acer	NX.MJAAA.004	$ 300.00 *
Acer	NX.MKEAA.005	$ 317.19

Preferred bid specifications and services:

External/Additional Parts

ASUS – Category 1 Chromebook Proposed Models; 2GB & 4GB Non-Touch 11" Screen or Greater
Startech.com, HDMI to VGA Adapter part #: HD2VGAE, $27.00 per unit

* Acer – Category 1 Chromebook Proposed Models; 2GB (or higher) Non-touch 11" screen or greater
Acer HDMI to VGA adapter, part #: NP.OTH11.002, $12.00 a unit

Proposed Acer Models Description

C720P-2625	
SKU	NX.MJAAA.004
UPC	8.87899E+11
OS	Chrome OS™
Processor	Intel® Celeron® Processor 2955U (2MB cache, 1.40GHz)
Memory	4GB (4) DDR3L SDRAM
Storage	16GB[4] SSD, SD card reader
LED TFT LCD	11.6" (1366 x 768) glossy multi-touch **touchscreen**
Graphics	Integrated Intel® HD Graphics (200MHz base frequency, 1.0GHz max dynamic frequency)
Communications	802.11a/b/g/n WLAN + Bluetooth® 4.0, webcam
Embedded Lithium-Polymer Battery	Three-cell, up to 7.5 hours of life depending on configuration and usage
Dimensions / Weight	11.3" (288.0mm) x 8.0" (204.0mm) x 0.78" (19.9mm) / 3.0 lb. (1.35kg)
Certification	EPEAT® Silver (for product shipped starting 6/1/14) - New
Chassis	Granite gray

C720-2844	
SKU	NX.SHEAA.004
UPC	8.87899E+11
OS	Chrome OS™
Processor	Intel® Celeron® Processor 2955U (2MB cache, 1.40GHz)
Memory	4GB (4) DDR3L SDRAM
Storage	16GB[4] SSD, SD card reader
LED TFT LCD	11.6" (1366 x 768) matte (NOT touchscreen)
Graphics	Integrated Intel® HD Graphics (200MHz base frequency, 1.0GHz max dynamic frequency)
Communications	802.11a/b/g/n WLAN + Bluetooth® 4.0, webcam
Embedded Lithium-Polymer Battery	Three-cell, up to 8.5 hours of life depending on configuration and usage
Dimensions / Weight	11.3" (288.0mm) x 8.0" (204.0mm) x 0.75" (19.0mm) / 2.8 lb. (1.25kg)
Certification	EPEAT® Silver (for product shipped starting 6/1/14) - New
Chassis	Granite gray

C720-2103	
SKU	NX.SHEAA.006
UPC	8.87899E+11
OS	Chrome OS™
Processor	Intel® Celeron® Processor 2955U (2MB cache, 1.40GHz)
Memory	2GB (2) DDR3L SDRAM
Storage	16GB[4] SSD, SD card reader
LED TFT LCD	11.6" (1366 x 768) matte (NOT touchscreen)
Graphics	Integrated Intel® HD Graphics (200MHz base frequency, 1.0GHz max dynamic frequency)
Communications	802.11a/b/g/n WLAN + Bluetooth® 4.0, webcam
Embedded Lithium-Polymer Battery	Three-cell, up to 8.5 hours of life depending on configuration and usage
Dimensions / Weight	11.3" (288.0mm) x 8.0" (204.0mm) x 0.75" (19.0mm) / 2.8 lb. (1.25kg)
Certification	EPEAT® Silver (for product shipped starting 6/1/14) - New
Chassis	Granite gray

C720P-2457	
SKU	NX.MKEAA.005
UPC	8.879E+11
OS	Chrome OS™
Processor	Intel® Celeron® Processor 2955U (2MB cache, 1.40GHz)
Memory	4GB (4) DDR3L SDRAM
Storage	16GB[4] SSD, SD card reader
LED TFT LCD	11.6" (1366 x 768) glossy multi-touch touchscreen
Graphics	Integrated Intel® HD Graphics (200MHz base frequency, 1.0GHz max dynamic frequency)
Communications	802.11a/b/g/n WLAN + Bluetooth® 4.0, webcam
Embedded Lithium-Polymer Battery	Three-cell, up to 7.5 hours of life depending on configuration and usage
Dimensions / Weight	11.3" (288.0mm) x 8.0" (204.0mm) x 0.78" (19.9mm) / 3.0 lb. (1.35kg)
Certification	EPEAT® Silver
Chassis	White

Acer Out of Warranty Parts Price Sheet

NX.SHEAA.001 - C720-2800-US	Description	Part Number	Details	Price
C720	AC ADAPTER	KP.06503.009	ADAPTER 65W 19V 3-PIN YELLOW TIP - 1.1X3.0X7.5 LITE-ON PA-1650-80AW LF WHITE EDITION MEET CHINA 5KM	$11.20
	BATTERY	KT.00303.011	BATTERY 3-CELL POLYMER 3950MAH - SANYO AP13J 3S1P MAIN QUANTA	$47.25
	BOARD MAIN	NB.SHE11.003	MAINBOARD C720 LF ZHN MB(CEL-1.4G/D4G)W/CPU	$169.66
	CABLE	27.01618.051	CORD 125V UL 3P K01081B1163WP	$2.98
	Keyboard/Upper Case	60.SHEN7.006	UPPER CASE W/KEYBOARD (US) W/TP,TP BRACKET FOR WIFI GRAY	$21.77
	LCD	KL.1160D.012	LCD LED 11.6 WXGA NONE GLARE CMI N116BGE-EA2 LF 200NIT 10MS 500:1	$63.00
	MEMORY SSD	KN.16G07.006	SSD BOARD 016GB SATA 3 RBU-SNS4151S3/16G LF+HF S9FM01.1 NAND	$38.50
	TPM Board		On the Motherboard	
	MEMORY		On the Motherboard	
	Lower Case	60.SHEN7.002		$4.74
	LCD Cover	60.MJANS.001	LCD Cover with Antenna wifi gray	$9.59

Company Name CDW Government LLC

B. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice Calling For Bids.

C. Bidder agrees to complete the order within thirty (30) days after receipt of order.

D. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.

E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of Illinois and that Brandi Steckel whose title is Manager, Proposals Teams authorized to act for and bind the corporation.

F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

G. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

X Yes, other public agencies may purchase from this Bid.

__ No, other public agencies may not purchase from this Bid.

H. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: X option granted __option not granted

Extension option for a second year: X option granted __option not granted

I. The Bidder attests to having read and understands all documents contained and referenced in this bid.

Company Name CDW Government LLC

J. I, Brandi Steckel the Manager, Proposals Team (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid andall the representations herein made are true and correct.

COMPANY

Name: _____

Signed by: _____

Date: _____

Business Address: _____

_____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

_____

Other Partners: _____

_____

CORPORATION

Name: CDW Government LLC

(a publicly traded Corporation*)

Business Address: 230 N. Milwaukee Ave.

Vernon Hills, IL, 60061

Signed by: _____, President**,

Dated: July 01, 2014

BID NO. 1415-12

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.
** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

_____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and re required to be submitted with this bid:

CONTRACT DOCUMENTS:

1. X Bid Form and Agreement
2. X Noncollusion Declaration
3. X Information Required of Bidder
4. X Certification - Participation of Disabled Veteran Business Enterprise
5. X Certification by Contractor Criminal Records Check

Company Name_____

6. __X__ Conflict of Interest
7. __X__ Drug-Free Workplace Certification
8. __X__ Tobacco Use Policy
9. __X__ Workman's Compensation Certification
10. __X__ Certificate Of Liability Insurance
11. __X__ W-9 Form

CONTRACT TERM

The term of this base contract is for one year beginning July 24, 2014, through July 23, 2015, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed two (2) additional one-year periods.

Annual cost of products requested by District and provided by Vendor under this contract shall not exceed $3,500,000. This amount may be increased by mutual written agreement of both parites and Board approved.

AGREEMENT ACCEPTED BY DISTRICT

Signed by: [signature]

Print Name: Terry Fluent

Title: Director, Purchasing

Date: 7/24/14

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GBCG163	264395	3/19/2015

BILL TO:
CAPISTRANO UNIFIED SCHOOL DIST
33122 VALLE RD

Accounts Payable
SAN JUAN CAPISTRANO , CA 92675-4859

Customer Phone #

SHIP TO:
CAPISTRANO UNIFIED SCHOOL DIST
32972 CALLE PERFECTO
WAREHOUSE - PO#

SAN JUAN CAPISTRANO , CA 92675-4792
Contact: MICHAEL STILLE 866.223.7078

Customer P.O. # GBCG163 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
MICHAEL STILLE 866.223.7078	UPS Ground (1 - 2 Day)	NET 30 Days-Govt/Ed	

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3200901	ACER C720-2955 CHROME 2GB 16GB SSD Mfg#: NX.SHEAA.006 Contract: MARKET	228.63	228.63
1	3548659	ACER C740 3205U 2GB 16GB CHROME Mfg#: NX.EF2AA.001 Contract: MARKET	228.63	228.63
2	654809	RECYCLING FEE 4" TO LESS THAN 15" Contract: Standard Pricing Fee Applied to Item: 3200901,3548659	3.00	6.00
		SUBTOTAL		463.26
		FREIGHT		0.00
		TAX		36.58

US Currency
TOTAL 499.84

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 847.371.7310

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/produc
For more information, contact a CDW account manage

CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GBJD618	264395	3/25/2015

BILL TO:
CAPISTRANO UNIFIED SCHOOL DIST
33122 VALLE RD

Accounts Payable
SAN JUAN CAPISTRANO , CA 92675-4859

Customer Phone #

SHIP TO:
CAPISTRANO UNIFIED SCHOOL DIST
32972 CALLE PERFECTO
WAREHOUSE - PO#

SAN JUAN CAPISTRANO , CA 92675-4792
Contact: MICHAEL STILLE 866.223.7078

Customer P.O. # C740 4GB QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
MICHAEL STILLE 866.223.7078	UPS Ground (1 - 2 Day)	NET 30 Days-Govt/Ed	

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3548660	ACER C740 3205U 4GB 16GB CHROME Mfg#: NX.EF2AA.002 Contract: MARKET	248.34	248.34
1	654809	RECYCLING FEE 4" TO LESS THAN 15" Contract: Standard Pricing Fee Applied to Item: 3548660	3.00	3.00
		SUBTOTAL		251.34
		FREIGHT		0.00
		TAX		19.87

US Currency
TOTAL $ 271.21

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 847.371.7310

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account mar

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

Name	Position Title	Reason	Original Hire Date	Date of Separation
1. Bernal, Nadine	Elem Library Media Tech	Other Employment	10/23/2014	05/01/2015
2. Colburn, Marion	Health Asst Sub Elem Sch Office Mgr Sub Clerk Typist Sub Elem Sch Clerk	Voluntary	11/29/2010	04/30/2015
3. Cortez, Linda	Inst Asst-Presch	Personal	05/12/2008	04/16/2015
4. Deaner, Mark	Lead Technology Support Spec	Voluntary	01/07/2014	04/07/2015
5. Douglas, Lee	Staff Secretary	Retirement	10/31/1996	04/30/2015
6. Ellis, Donnie	ASB Worker	Voluntary	09/01/2011	03/27/2015
7. Goyzueta, Katherine	Sub Inst Asst-Presch Sub Caregiver Sub IF-Sp Ed Sub Inst Asst-Sp Ed	Voluntary	04/13/2011	03/28/2015
8. Marchi, Sarah	LVN	Voluntary	02/03/2015	04/08/2015
9. Settineri, Daneen	Inst Asst Presch Sub Inst Asst Presch	Voluntary	10/04/2006	01/09/2015 03/26/2015
10. Spencer, Mary Ann	Lead FS Worker II	District Initiated	01/28/2008	02/18/2015
11. Townley, Michelle	Senior Staff Secretary	Retirement	10/18/1993	06/30/2015
12. Van Smaalen, Renee	FS Worker	Voluntary	10/01/2007	03/27/2015
13. Ward, Linda	IF-Sp Ed	Voluntary	09/09/2013	02/04/2015
14. Williams, Brooke	IF-Sp Ed	Personal	09/08/2009	02/28/2015
15. Wisniewski, Margaret	IF-Sp Ed	Retirement	09/08/2010	02/17/2015
16. Wright, Ashley	MS Campus Supvr	Personal	02/09/2015	04/14/2015

APPROVE EMPLOYMENT

Name	Position-Full Time	Salary	Range Step	Effective Date
17. Jacobson, Greg	Sch Bus Driver (9.5mo/per bid)	$3,061.00 mo	R28-1	04/23/2015
18. Krueger, Marcus	Sch Bus Driver (9.5mo/per bid)	$3,214.00 mo	R28-2	04/23/2015
19. Pasha, Poya	Groundskeeper (12mo/40hpw)	$3,198.49 mo	R27-3	04/23/2015

EXHIBIT 38

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Classified Employees

APPROVE EMPLOYMENT (Cont.)

Name	Position-Part Time	Salary	Range Step	Effective Date
20. Cloven, Leigh	Lead FS Worker II (9.5mo/35hpw)	$18.48 hr	R31-1	04/23/2015
21. Mormile, Melissa	FS Worker (9.5mo/15hpw)	$12.14 hr	R14-1	04/23/2015
22. Zermeno, Donna	FS Worker (9.5mo/15hpw)	$12.14 hr	R14-1	04/23/2015

Name	Position-Substitute	Salary	Range Step	Effective Date
23. Abrams, Russell	IF-Sp Ed	$14.79 hr	R22-1	03/01/2015
24. Alberto, Irma	Custodian	$16.33 hr	R26-1	04/23/2015
25. Ceja, Cristian	Custodian	$16.33 hr	R26-1	04/23/2015
26. Ele, Roger	Custodian	$16.33 hr	R26-1	03/26/2015
27. Estrada, Angel	Groundskeeper	$16.74 hr	R27-1	04/23/2015
28. Florentino, Aurea	Inst Asst-Sp Ed	$14.08 hr	R20-1	01/15/2015
29. Frickman, Christine	Inst Asst-Sp Ed	$14.08 hr	R20-1	03/02/2015
	Inst Asst-Sp Ed Presch	$13.74 hr	R19-1	04/23/2015
	Inst Asst	$13.74 hr	R19-1	
	Sch Clerk I	$15.16 hr	R23-1	
30. Kitchen, Mark	Groundskeeper	$16.33 hr	R26-1	03/26/2015
31. Lazenby, Jack	Student Supvr	$10.00 hr		03/12/2015
32. Lohrbach, Michelle	IF-Sp Ed	$14.79 hr	R22-1	04/23/2015
33. Menchaca, Tamara	Bus Driver	$17.66 hr	R28-1	04/23/2015
34. Mirsamadi, Seyedeh	IF-Sp Ed	$14.79 hr	R22-1	04/23/2015
35. Mucio Flores, Yuridia	Student Supvr	$10.00 hr		04/23/2015
36. Powell, Pamela	Registrar	$17.16 hr	R28-1	03/19/2015
37. Radek, Teresa	IF-Sp Ed	$14.79 hr	R22-1	03/01/2015
	Inst Asst	$13.74 hr	R19-1	
38. Rosas, Alicia	IF-Sp Ed	$18.88 hr	R22-8	04/23/2015
39. Ticer, Rebekah	Inst Asst	$13.74 hr	R19-1	02/06/2015
	Caregiver			
40. Whitworth, Jill	Student Supvr	$10.00 hr		04/23/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Classified Employees

APPROVE EMPLOYMENT (Cont.)

Name	Position-Short Term	Salary	Effective Date
41. LaForte, Linda	Attendance Accounting Tech	$28.71 hr	03/30/2015-06/30/2015
42. Mendoza, Alejandro	Student Worker	$9.00 hr	03/10/2015-06/30/2015
43. Sary, Andrew	Student Worker	$9.00 hr	03/03/2015-06/30/2015
44. Trujillo, Marvin	Student Worker	$9.00 hr	03/02/2015-06/30/2015

APPROVE CO-CURRICULAR ASSIGNMENTS

Name	Position	Location	Salary	Effective Date
45. Conrad, Todd	Swim, Girls' Varsity (Head)	Tesoro HS	$ 3,301.00	02/28/2015-05/08/2015
46. Harrison, Kenny	Track, Boys' (Asst)	Tesoro HS	$ 2,641.00	02/28/2015-05/08/2015
47. Newberry, Daniel	Swim, Boys' Varsity (Head)	San Juan Hills HS	$ 3,301.00	03/01/2015-05/08/2015
	Swim, Girls' Varsity (Head)		$ 3,301.00	
48. Pacek, Kristina	Swim, Boys' Varsity (Asst)	San Juan Hills HS	$ 2,641.00	03/01/2015-05/08/2015
	Swim, Girls' Varsity (Asst)		$ 2,641.00	
49. Price, Robert	Track, Girls' (Asst)	San Juan Hills HS	$ 2,641.00	03/01/2015-05/08/2015
50. Smith, Camille	Volleyball, Boys' Varsity (Asst)	Capistrano Valley HS	$ 2,641.00	02/28/2015-05/06/2015

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

Name	Position	Location	Salary	Effective Date
51. Trevino, Rick	Wrestling, Girls' Varsity (Head)	Aliso Niguel HS	$ 165.05	02/14/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ $10.00 PER UNIT

Name	Position	Location	Salary	Effective Date
52. Ames, Sharon	Test Proctor	Tesoro HS	$ 360.00	03/11/2015-05/30/2015
53. Barbour, Sean	Wrestling	Dana Hills HS	$ 400.00	02/02/2015-02/21/2015
54. Barker, Leonardo	Football, (Asst)	San Clemente HS	$ 1,375.00	04/04/2015-06/04/2015
55. Basset, Eric	Lacrosse, Boys' JV (Head)	Aliso Niguel HS	$ 3,000.00	02/09/2015-05/08/2015
56. Berry, James	Football, Varsity (Asst)	Capistrano Valley HS	$ 2,640.00	02/09/2015-04/30/2015
57. Burkholder, Alan	Lacrosse, Boys' (Asst)	Tesoro HS	$ 2,500.00	02/28/2015-05/15/2015
58. Diamond, Shane	Lacrosse, Boys' (Asst)	Aliso Niguel HS	$ 3,100.00	02/09/2015-05/08/2015
59. Dye, Paul	Game Worker	Capistrano Valley HS	$ 3,000.00	09/01/2014-06/30/2015
60. George, Tyler	Swim, Girls' (Asst)	Capistrano Valley HS	$ 2,640.00	02/02/2015-04/30/2015
61. Gomez, Samuel	Test Custodian	Tesoro HS	$ 260.00	03/11/2015-05/30/2015
62. Gunderson, Lisa	Test Proctor	Tesoro HS	$ 300.00	03/11/2015-05/30/2015
63. Hendron, Laurie	Test Proctor	Tesoro HS	$ 1,000.00	03/11/2015-05/30/2015
64. Kopp, Troy	Football, (Asst)	San Clemente HS	$ 1,100.00	04/04/2015-06/04/2015
65. Morales, Austin	Lacrosse, Boys' Varsity (Asst)	Capistrano Valley HS	$ 2,640.00	02/02/2015-04/30/2015
66. O'Donovan, Linda	Test Proctor	Tesoro HS	$ 360.00	03/11/2015-05/30/2015
67. Owens, John	Wrestling	San Clemente HS	$ 1,250.00	03/23/2015-06/04/2015
68. Pender, Sam	Basketball, Varsity (Asst)	Capistrano Valley HS	$ 3,080.00	07/01/2014-07/31/2014
			$ 3,080.00	11/10/2014-01/31/2015
69. Roberts, Kendall	Test Proctor	Tesoro HS	$ 2,000.00	04/25/2015-06/30/2015
70. San Miguel, Mandie	Test Proctor	Tesoro HS	$ 2,000.00	04/25/2015-06/30/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ $10.00 PER UNIT (Cont.)

Name	Position	Location	Salary	Effective Date
71. Shaffer, Dennis	Swim, Boys' (Asst)	Tesoro HS	$ 2,640.54	02/28/2015-05/08/2015
72. Siriwardena, Yenuka	Track, Boys' (Asst)	Capistrano Valley HS	$ 2,640.00	02/01/2015-04/30/2015
73. Smith, Camille	Volleyball, Boys' Frosh Soph	Capistrano Valley HS	$ 2,200.00	02/02/2015-04/30/2015
74. Taylor, Carrie	Soccer, Girls' Varsity (Head)	Dana Hills HS	$ 1,000.00	02/16/2015-05/01/2015
75. Troth, Michelle	Tennis, Boys' (Asst)	Capistrano Valley HS	$ 2,200.00	02/01/2015-04/30/2015
76. Valerio, Joy	Test Proctor	Tesoro HS	$ 1,000.00	03/11/2015-05/30/2015
77. Wada, Lisa	Test Coordinator	Tesoro HS	$ 5,000.00	03/11/2015-05/30/2015
78. Waln, Eric	Baseball, Boys' Varsity (Asst)	Capistrano Valley HS	$ 3,080.00	02/02/2015-04/30/2015
79. Warren, Logan	Lacrosse, Boys' Varsity (Asst)	Capistrano Valley HS	$ 2,640.00	02/09/2015-04/30/2015
80. Wasserbach, Cliff	Strength and Conditioning	Aliso Niguel HS	$ 2,500.00	02/09/2015-05/31/2015
81. Wynkoop, Cathy	Test Proctor	Tesoro HS	$ 800.00	03/11/2015-05/30/2015
82. Zamora, Peter	Baseball, Varsity (Asst)	Capistrano Valley HS	$ 3,080.00	02/02/2015-04/30/2015

APPROVE EMPLOYMENT PENDING CLEARANCES

Name	Position-Full Time	Salary	Range Step	Earliest Effective Date
83. Caudillo, Marcos	Groundskeeper (12mo/40hpw)	$2,901.12 mo	R27-1	04/23/2015
84. Ortega, Chris	Heavy Duty Mechanic (12mo/40hpw)	$3,918.00 mor	R38-1	04/23/2015
85. Robinson, Eric	Maintenance Worker (12mo/40hpw)	$3,448.52 mo	R34-1	04/23/2015
86. Smith, Kent	Mgr III, Grounds Operations (12mo/40hpw)	$91,050.00 yr	MGMT R44-15	04/23/2015

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APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)

Name	Position-Full Time	Salary	Range Step	Earliest Effective Date
87. Waymire, Kirk	Maintenance Worker (12mo/40hpw)	$3,448.52 mo	R34-1	04/23/2015
88. Wilson, Chris	Maintenance Worker (12mo/40hpw)	$3,448.52 mo	R34-1	04/23/2015

Name	Position-Part Time	Salary	Range Step	Earliest Effective Date
89. Anderson, Annie	IF-Sp Ed (9.5mo/17.5hpw)	$14.79 hr	R22-1	04/23/2015
90. Arias, Martha	IF-Sp Ed (9.5mo/17.5hpw)	$14.79 hr	R22-1	04/23/2015
91. Bruns, Miroslawa	IF-Sp Ed (9.5mo/17.5hpw)	$14.79 hr	R22-1	04/23/2015
92. Chao, Hsuan	Blngl Inst Asst (9.5mo/17.5hpw)	$14.43 hr	R21-1	04/23/2015
93. Flores, Rachelle	FS Worker (9.5mo/15hpw)	$12.14 hr	R14-1	04/23/2015
94. Flores, Vanessa	LVN (9.5mo/25hpw)	$18.02 hr	R30-1	04/23/2015
95. Foley, Colton	IF-Sp Ed (9.5mo/35hpw)	$14.79 hr	R22-1	04/23/2015
96. Gaggiano, Wendy	LVN (9.5mo/25hpw)	$18.02 hr	R30-1	04/23/2015
97. Guillen, Claudia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	04/23/2015
98. Latter-Gehricke, Gina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	04/23/2015
99. Osborne, Deborah	IF-Sp Ed (9.5mo/30hpw)	$14.79 hr	R22-1	04/23/2015
100. Puthuff, Colleen	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	04/23/2015
101. Shah, Chaitalee	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	04/23/2015
102. Thompson, Scott	IF-Sp Ed (9.5mo/30hpw)	$14.79 hr	R22-1	04/23/2015
103. Wagner, Jessica	LVN (9.5mo/25hpw)	$18.02 hr	R30-1	04/23/2015

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APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)

Name	Position-Part Time	Salary	Range Step	Earliest Effective Date
104. Wendy, Samantha	IF-Sp Ed (9.5mo/30hpw)	$14.79 hr	R22-1	04/23/2015
105. Zerboni, Lindy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	$14.08 hr	R20-1	04/23/2015

Name	Position-Substitute	Salary	Range Step	Earliest Effective Date
106. Kalman, David	Sch Bus Driver	$17.66 hr	R28-1	04/23/2015
107. Muro, Juan	Sch Bus Driver	$17.66 hr	R28-1	04/23/2015
108. Porter, Tanya	Sch Bus Driver	$17.66 hr	R28-1	04/23/2015

APPROVE PROMOTION

Name	Former Position	Promotion	Range Step	Effective Date
109. Abaroa, Luz	Blngl Inst Asst (9.5mo/15hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-15	04/23/2015
110. Bacinsky, Valerie	Caregiver (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	04/23/2015
111. Castillo, Carlos	Custodian III (12mo/40hpw)	Maintenance Worker (12mo/40hpw)	R34-15	04/23/2015
112. Cloven, Leigh	FS Worker (9.5mo/30hpw)	Lead FS Worker II (Temp/35hpw)	R31-1	04/01/2015-04/22/2015
113. Effenberger, Kenneth	Groundskeeper (12mo/40hpw)	Grounds Equipment Operator (12mo/40hpw)	R30-10	04/23/2015
114. Gonzalez, Martin E.	Custodian I (12mo/40hpw)	Groundskeeper (12mo/40hpw)	R27-10	04/23/2015
115. Hernandez, Alex	Custodian IV (12mo/40hpw)	Supvr IV, Custodial Svcs (12mo/40hpw)	MGMT R36-2	04/13/2015
116. Malfavon, Alex	Mgr I, M & O (12mo/40hpw)	Mgr III, Custodial Svcs (12mo/40hpw)	MGMT R44-10	03/30/2015
117. Matteson, Steve	Heating, A/C Refrigeration Tech (12mo/40hpw)	Supvr IV, Custodial Svcs (12mo/40hpw)	MGMT R36-1	04/13/2015

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APPROVE PROMOTION (Cont.)

Name	Former Position	Promotion	Range Step	Effective Date
118. Mendoza, Adam	Custodian IV (12mo/40hpw)	Supvr IV, Custodial Svcs (12mo/40hpw)	MGMT R36-3	04/13/2015
119. Mendoza, Javier	Custodian II (12mo/40hpw)	M & O Storekeeper (12mo/40hpw)	R22-10	04/23/2015
120. Montes, Ricardo	Groundskeeper (12mo/40hpw)	Lead Groundskeeper (Temp/40hpw)	R37-4	03/31/2015-06/30/2015
121. Nowak, Alan	Custodian I (12mo/40hpw)	Supvr IV, Custodial Svcs (12mo/40hpw)	MGMT R36-1	04/13/2015
122. Patel, Bhavana	Accounting Tech I (12mo/40hpw)	Accounting Tech II (12mo/40hpw)	R37-9	04/23/2015
123. Pizzuti, Jill	FS Worker (9.5mo/10hpw)	Lead FS Worker II (Temp/15hpw)	R31-1	04/01/2015-06/19/2015
124. Rodriguez Vega, Dagoberto	Custodian I (12mo/40hpw)	Groundskeeper (12mo/40hpw)	R27-10	04/23/2015
125. Ruben, Mora	Custodian I (12mo/40hpw)	M & O Storekeeper (Temp/40hpw)	R33-6	03/23/2015-05/22/2015
126. Soydinc, Melisa	Sch Clerk II (10.5mo/40hpw)	High Sch Attendance Clerk (10.5mo/40hpw)	R26-3	04/23/2015
127. Summers, Denice	MS Campus Supvr (9.5mo/15hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-2	04/23/2015
128. Vernaza, Larry	Supvr IV, Custodial Svcs (12mo/40hpw)	Mgr III, Custodial Svcs (12mo/40hpw)	MGMT R44-2	03/30/2015

APPROVE ASSIGNMENT ADJUSTMENTS

Name	Former Position	Assignment Adjustment	Range Step	Effective Date
129. Acker, Elizabeth	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-1	04/23/2015

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY

Name	Additional Assignment	Effective Date
130. Akhlaghi, Negar	Occupational Therapist Asst TAA NTE 3 hrs (Attend Common Core State Standards Training)	11/18/2014
131. Balbas, Sara	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
132. Balsis, Tianna	Inst Asst-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
133. Barnar, Zeynep	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
134. Beas, Estela	Presch Teacher TAA NTE 15 hrs (Attend Capistrano Behavior Intervention classes)	02/25/2015- 04/01/2015
135. Bonsangue, Dawnell	IF-Sp Ed TAA NTE 10 hrs (Attend Capistrano Behavior Intervention Training classes)	03/04/2015- 04/01/2015
136. Burns, Mitravinda	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
137. Bywater, Terry	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
138. Casarrubias-Quin, Olivia	Blngl Clerk TAA NTE 10 hrs (Process bus pass applications)	05/01/2015- 06/21/2015
139. Connors, Felicia	Inst Asst-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
140. Davies, Elisabeth	Inst Asst-Sp Ed TAA NTE 80 hrs (Assist second grade teacher)	03/12/2015- 06/19/2015
141. Doering, Kimberly	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
142. Erickson, Neena	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
143. Evans, Lisa	IF-Sp Ed TAA NTE 10 hrs (Attend Capistrano Behavior Intervention Training classes)	03/04/2015- 04/01/2015
144. Farias, Maribel	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
145. Friedlander, Zackary	Inst Asst-Sp Ed Presch TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
146. Fusco, Vince	Inst Asst-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

Name	Additional Assignment	Effective Date
147. Glesener, Patricia	Presch Teacher TAA NTE 15 hrs (Attend Capistrano Behavior Intervention classes)	02/25/2015- 04/01/2015
148. Howard, Lisa	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
149. Jacobson, Julia	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
150. Jalalian, Maram	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
151. Leish, Cindy	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
152. Mejia, Rebeca	Blngl Comm Svcs Liaison TAA NTE 20 hrs (Administer BRACKEN test)	02/09/2015- 06/19/2015
153. Orlando, Deirdre	Inst Asst TAA NTE 36 hrs (Assess students and provide support as needed)	03/25/2015- 06/05/2015
154. Perez, Aleida	Blngl Comm Svcs Liaison TAA NTE 130 hrs (Work with McKinney Vento and homeless at-risk students and families)	03/11/2015- 06/19/2015
155. Poeske, Mary	LVN TAA NTE 250 hrs (Ride bus with student)	09/04/2014- 06/19/2015
156. Razzazian, Mahpareh	Student Supvr TAA NTE 30 hrs (Supervise students)	03/01/2015- 06/19/2015
157. Reynolds, Kathleen	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
158. Riggs, Patricia	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
159. Romagnano, Catherine	Inst Asst-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
160. Salemi, Zahra	Inst Asst-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
161. Spurlock, Melody	Inst Asst-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
162. Szabo, Susan	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015
163. Tilton, Carol	Inst Asst-Sp Ed TAA NTE 40 hrs (Support classroom curriculum)	03/30/2015- 06/19/2015
164. Vahdat, Shaheen	LVN TAA NTE 4 hrs (Attend Disneyland trip with Special Ed)	02/11/2015

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT PAY AT REGULAR RATE OF PAY (Cont.)

Name	Additional Assignment	Effective Date
165. Wong Tam, Jacqueline	Inst Asst-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 06/30/2015

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED FOR VACANT POSITION OR ABSENT EMPLOYEE

Name	Current Position	Position Sub As Needed	Range Step	Effective Date
166. Franke, Karen	MS Campus Supvr (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	02/01/2015
167. Gillette, Jennifer	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Elem Sch Clerk	R26-1	04/13/2015
168. Hogan, Ashley	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	02/25/2015
169. Inskeep, Nancy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	03/01/2015
170. Kochmanski, Patrycia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	02/25/2015
171. Lohrbach, Michelle	MS Campus Supvr (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	04/23/2015
172. Pryor, Janet	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	03/01/2015
173. Rosas, Alicia	Inst Asst (9.5mo/17.5hpw)	IF-Sp Ed	R22-8	04/23/2015
174. Tye, Cynthia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	03/01/2015
175. White, Kimberly	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-10	07/01/2014

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ACCEPT RESIGNATIONS/TERMINATIONS

Name	Position Title	Reason	Original Hire Date	Date of Separation
1. Candy, Virginia	Teacher	Retirement	09/05/1978	06/22/2015
2. Crawford, Kristen	Teacher	Relocation	09/01/2011	06/23/2015
3. Hervey, Robert	Teacher	Retirement	09/02/1988	06/22/2015
4. Judd, Lorna	Teacher	Retirement	10/03/1984	06/22/2015
5. Karl-Dixon, Susan	Teacher	Retirement	08/27/1980	06/22/2015
6. Kramer, Douglas	Principal	Retirement	07/30/2001	06/30/2015
7. Lamparter, Elizabeth	Substitute Teacher	Other Employment	10/24/2013	03/25/2015
8. McKinney, Sandra	Principal	Retirement	09/03/1993	07/01/2015
9. McMurray, Michael	Teacher	Retirement	10/02/1979	06/30/2015
10. Morales, Kathy	Teacher	Retirement	10/24/1977	06/22/2015
11. Murtaugh, Dave	Teacher	Retirement	08/31/1990	06/23/2015
12. Roso, Roseann	Teacher	Retirement	09/04/1992	06/22/2015
13. Webber, Susan	Teacher	Retirement	12/08/1997	06/22/2015
14. Wortman, Celia	Teacher	Retirement	09/08/1987	06/22/2015

APPROVE EMPLOYMENT

Name	1st Year Temporary	Annual Salary	Column/ Step	Effective Date
15. Bogiatzis, Tom	Counselor	$82,246	D-11	04/13/2015
16. Depenbrok, Krista	Counselor-50%	$64,644	D-4	04/13/2015
17. Ixtacuy, Bonnejo	Counselor	$48,899	A-1	04/23/2015
18. Kirkorian, Gina	Counselor	$51,344	B-1	04/13/2015
19. Long, Steven	Counselor	$53,911	C-1	04/13/2015
20. Pelzer, Kathy	Counselor	$82,246	D-11	04/13/2015
21. Watkins, Christopher	Teacher	$48,899	A-1	04/18/2015

Name	Position	Annual Salary	Column/ Step	Effective Date
22. Wood, James	Executive Director, Secondary/Adult Transition/Special Education Programs	$131,948	61-10	07/01/2015

APPROVE HOME/HOSPITAL TEACHERS

Pay @ $35.00 per hour

23. Hale, Michael
24. Maass, Susan
25. NcElroy, Dean
26. Sheridan, Matt
27. Williams, Ashley

EXHIBIT 39

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APPROVE ADULT EDUCATION TEACHERS

Pay @ $32.00 per hour

28. Dempsey, Patrice
29. Weinstein, David

APPROVE SUBSTITUTE TEACHERS

Pay @ $90.00 per day

30. Brown, Kristine
31. Hinkelman, Allison
32. Klein, Joan
33. Lippert, Suzanne
34. Mercuri, Angelica
35. Mossman, Keliana
36. Ruby, Shannon
37. Tice, Rebecca
38. Tomala, Wendy
39. Vega, Nicolle

APPROVE SUBSTITUTE PSYCHOLOGIST

Pay @ daily per diem rate of $275.00 per day

40. Flowers, Jamie
41. Licata, Christine

APPROVE 6/5ths ASSIGNMENT 2nd SEMESTER

Not to exceed $19,800.00 for 6/5ths section

42. Addison, Chad
43. Hendrickson, Rachel
44. Lechuga, Naomi
45. Lynch, Kim
46. Mashburn, Andrew
47. Sweeney, Alba
48. Turney, Jason

APPROVE ASSIGNMENT ADJUSTMENT

Name	Previous Assignment	New Assignment	Effective Date
49. LeMon, Kymberly	Teacher-100%	Teacher-80%	02/02/2015-06/19/2015

APPROVE PROMOTIONS

Name	Previous Assignment	Annual Salary	New Assignment	Annual Salary	Effective Date
50. Hauser, Greg	Assistant Principal, Middle School	$103,140	Interim Principal, Elementary	$108,489	01/05/2015-06/30/2015
51. Merwin, Gregory	Principal, Elementary	$131,868	Executive Director, Curriculum and Instruction, Preschool through 5th Grade	$145,472	07/01/2015

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APPROVE PROMOTIONS (Cont'd)

Name	Previous Assignment	Annual Salary	New Assignment	Annual Salary	Effective Date
52. Patterson, Marc	Principal, High School	$142,093	Executive Director, Curriculum and Instruction Grade 6-12, and Alternative Education Programs	$149,198	07/01/2015

APPROVE SUMMER SCHOOL

To Complete Preschool Summer Assessments – Special Education
Not to exceed 150 hours @ hourly per diem rate of $61.30 per hour
07/01/2015-08/19/2015

53. Antonius, Lynda

To Complete Preschool Summer Assessments – Special Education
Not to exceed 150 hours @ hourly per diem rate of $64.81 per hour
07/01/2015-08/19/2015

54. Bland, Lisa

To Complete Preschool Summer Assessments – Special Education
Not to exceed 150 hours @ hourly per diem rate of $68.54 per hour
07/01/2015-08/19/2015

55. Brown, Susie

To Complete Preschool Summer Assessments – Special Education
Not to exceed 150 hours @ hourly per diem rate of $66.09 per hour
07/01/2015-08/19/2015

56. St. John, Andrea

To Complete Preschool Summer Assessments – Special Education
Not to exceed 50 hours @ hourly per diem rate of $58.25 per hour
07/01/2015-08/19/2015

57. Perry, Cindy

Preschool Teacher for Required Summer IEP Meetings as Mandated per IDEA – Special Education
Not to exceed 100 hours @ hourly per diem rate of $51.39 per hour
07/01/2015-08/19/2015

58. Rusinkovich, Cheryl

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APPROVE SUMMER SCHOOL (Cont'd)

To Provide Administrative Oversight for the Extended School Year Program – Special Education
Not to exceed 75 hours the hourly per diem rate of $55.00 per hour
07/01/2015-08/07/2015

59. Dagley, Jeana

APPROVE ADDITIONAL ASSIGNMENTS

Saturday School Proctor – Multiple Sites
Not to exceed 4 hours instructional pay @ $35.00 per hour
03/13/2015-06/22/2015

60. Bell, Gabriella
61. Rigby, Michael
62. Trotter, Chad

Site Coordination of Accelerated Readers Progress for EL Students – Bathgate Elem
Not to exceed 15 hours non-instructional pay @ $30.00 per hour
02/15/2015-05/15/2015

63. Nielson, Susie

To Attend SIOP Training - Bathgate Elem
Not to exceed 2 hours non-instructional pay @ $30.00 per hour
09/25/2014-10/23/2014

64. Anderson, Kelly
65. Burgess, Laurie
66. Burkhardt, Jennifer
67. Castiglia, Marcella
68. Doane, Michele
69. Eberhart, Janis
70. Faulds, Deborah
71. Gilstrap, Tiffany
72. Hann, Susanna
73. Hauser, Jennifer
74. Heinsen, Rebecca
75. Holley, Cindi
76. Horton, Diane
77. Ingraham, Kellie
78. Jaques, Heather
79. Kleindienst, Michelle
80. Nielson, Susan
81. O'Brien, Jacqueline
82. Peterson, Christin
83. Sherburne, Catherine
84. Smith, Kyla
85. VanEvery, Susan
86. Weller, Debra

To Prepare for Science Day – Castille Elem
Not to exceed 14 hours non-instructional pay @ $30.00 per hour
01/04/2015-01/24/2015

87. Giacchino, Cori

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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

ELD Training – Lobo Elem
Not to exceed 1 hour non-instructional pay @ $30.00 per hour
02/09/2015-02/10/2015

88. Colapinto, Matt
89. Griffin, Suzy
90. Guckert, Cheryl
91. Johnson, Cindy
92. Joyce, Kathleen
93. Karamians, Amy
94. McQueen, Kim
95. Nye, Kelli
96. Payne, Julie
97. Reynolds, Pam
98. Rutherford, Susanne
99. Trudeau, Laura
100. Vierra, Michelle

To Provide Additional Instruction to Students – San Juan Elem
Not to exceed 50 hours instructional pay @ $35.00 per hour
03/12/2015-06/19/2015

101. Vidales, Mucio

To Coordinate & Implement "Career Fair" Day for Students – San Juan Elem
Not to exceed 4 hours non-instructional pay @ $30.00 per hour
03/30/2015-04/13/2015

102. Martinez Ramirez, Saul

PIQUE Coordinator – Viejo Elem
Not to exceed 24 hours non-instructional pay @ $30.00 per hour
02/01/2015-03/24/2015

103. Farias, Sandra

Garden Training Session – Viejo Elem
Not to exceed 2 hours non-instructional pay @ $30.00 per hour
12/01/2014-06/30/2015

104. Acero-Ramirez, Teresa
105. Alejandro, Erica
106. Au, Judith
107. Corona, Liliana
108. Farias, Sandra
109. Guite, Lauren
110. Langen, Olenka
111. Ramirez, Leslie
112. Vega, Lisette

To Assist as Assistant Principal @ Aliso Viejo Middle School – Aliso Viejo MS
Not to exceed 52 hours non-instructional pay @ the hourly per diem rate of $55.00 per hour
01/15/2015-01/28/2015

113. Nollar, Irini

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Homework Club – Bernice Ayers MS
Not to exceed 20 hours instructional pay @ $35.00 per hour
03/12/2015-06/18/2015

114. Powell, Brooke

To Attend CCSS/SIOP Training – Don Juan Avila MS
Not to exceed 2 hours non-instructional pay @ $30.00 per hour
04/13/2015-06/12/2015

115. MacAlistaire-Frey, Rachel
116. Dwyer, Matt
117. Mannina, Laura
118. McCoy, Matt
119. Nasiri, Rosa
120. Gerbracht, Sarah
121. Friedland, Rebecca
122. Gerbosi, Robert
123. Wright, Vanessa

To Develop Statistics Common Core Unit in Algebra II – Aliso Niguel HS
Not to exceed 4 hours non-instructional pay @ $30.00 per hour
03/01/2015-06/19/2015

124. Austin, Hope
125. Beckler, Ann
126. Fowler, Diane
127. Jarrett, Paul
128. Kempiak, Carol
129. Lane, Serena
130. Westling, Kurt

To Develop Common Core Curriculum for English I – Aliso Niguel HS
Not to exceed 4 hours non-instructional pay @ $30.00 per hour
03/01/2015-06/19/2015

131. Martinez, Judy
132. Middleton, Tracy
133. Parker, Marina

To Develop Common Core Unit for Algebra I – Aliso Niguel HS
Not to exceed 4 hours non-instructional pay @ $30.00 per hour
03/23/2015-06/19/2015

134. Carrington, John
135. Clarke, Rima
136. Jax, Alison
137. McCann, Lisa
138. Riach, Tom
139. Talley, Bobby

To Teach After School CAHSEE Prep Classes – Capistrano Valley HS
Not to exceed 8 hours instructional pay @ $35.00 per hour
10/25/2014-11/01/2014

140. Kubba, Dina
141. Miller, Teresa

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Aspire Test Proctor – Tesoro High School
Not to exceed 5 hours instructional pay @ $35.00 per hour
04/25/2015

142. Brewer, Cynthia
143. Brickey, Heidi
144. Gross, DeeDee
145. Lawson, Justine
146. Woodward, Jennifer
147. Woodward, Richard

Tutorial Training for Middle School & High School Teachers – Adult Education
Not to exceed 1.5 hours non-instructional pay @ $30.00 per hour
11/01/2014-06/30/2015

148. Belshe, Riki
149. Bray, Amy
150. Cadieux, Jan
151. Cady, Scott
152. Campbell, Casey
153. Clarke, Rima
154. Cowell, Sarah
155. Cultertson, Christopher
156. Delprato, Kelly
157. Dimperio, Kristen
158. Ferraro, Robert
159. Ford, Deon
160. Garell, Nancy
161. Gennaro, Diane
162. Green, Justin
163. Hansen, Ivan
164. Hanson, Craig
165. Horrigan, Rebecca
166. Horton, Leslie
167. Jones, Lindsay
168. Kaneshiro, Reid
169. Khalaf, Reem
170. Long, Jeff
171. Lovett, Nikki
172. Maxwell, Matthew
173. Moreno, Sergio
174. Morgan, Shauna
175. Nasiri, Rosa
176. Nicolai, Leah
177. Noble, Amy
178. Nolan, Catherine
179. Odgen, Ashly
180. Royal, Sue
181. Smith, Ryan
182. Strome, Nancy
183. Talley, Robert
184. Vega, Jennifer
185. Wanders, Chad
186. Wegner, Katie
187. Wynne, Rita

To Prepare Math Performance Task for SBAC – Education Division
Not to exceed 5 hours non-instructional pay @ $30.00 per hour
02/28/2015

188. Andreasen, Amy
189. Anzevino, Kim
190. Belshe, Raquel
191. Boyer, Alli
192. Brannon, Desiree
193. Bray, Amy
194. Campbell, Casey
195. Caswell, Melissa
196. Chamberlain, David
197. Cuculic, Keith
198. Frommholz, Eric
199. Grace, Jennifer
200. Hammons, James
201. Hassett, Jasmine
202. Main, Alexander
203. McDermott, Laurel

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Prepare Math Performance Task for SBAC – Education Division
Not to exceed 5 hours non-instructional pay @ $30.00 per hour (Cont'd)
02/28/2015

204. Morales, Thomas
205. Okura, Kristen
206. Passarelli, Kendra
207. Patrick, Tonya
208. Rohrs, Glenn
209. Steidle, Gwynne
210. Vega, Jennifer
211. Wenk, James

To Attend & Participate in Technology Training – Education Division
Not to exceed 216 hours non-instructional pay @ $30.00 per hour
12/05/2015-01/24/2015

212. Andrews, Phillip
213. Avera, Stephanie
214. Beltran, Tony
215. Berrest, Stacy
216. Blakeney, Judith
217. Bray, Amy
218. Brick, Jill
219. Briethaupt, Teresa
220. Brooks, Michael
221. Burkhardt, Jennifer
222. Chubb, Jon
223. Cornejo, Eduardo
224. Cortez, Jennifer
225. Cotton, Melissa
226. Emery, Melinda
227. Evanston, William
228. Freeman, Andrew
229. Freet, Jane
230. Greger, Frank
231. Haupt, Mary
232. Hogancamp, Yesenia
233. Jacobson, Lisa
234. Jindra, Kim
235. Keehn, Stephanie
236. Kilroy, Angie
237. Kolenic, Rita
238. Love, Jennifer
239. Maltby, Shannon
240. Mayemura, Deanne
241. McCoy, Matthew
242. Pak, James
243. Perez, Carmen
244. Pulido, Pefro
245. Rose, Elizabeth
246. Short, Curtis
247. Soto, Kenneth
248. Turner, Teri
249. Wilson, Maria

To Prepare & Teach an Elementary Science Workshop – Education Division
Not to exceed 5 hours non-instructional pay @ $30.00 per hour
02/01/2015-02/2/2015

250. Robertson, Julie

To Attend/Participate in Technology Training – Education Division
Not to exceed 8 hours non-instructional pay @ $30.00 per hour
12/01/2014-01/24/2015

251. Burkhardt, Jennifer
252. O'Malley, Sylvia
253. Perry, Johnnie
254. Pino, David
255. Portnoff, Angela
256. Stanley, Michael

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Create English Language Assessments – Education Division
Not to exceed 8 hours non-instructional pay @ $30.00 per hour
03/01/2015-03/11/2015

257. Glassen, Nina

To Prepare CG Drafts – Education Division
Not to exceed 54 hours non-instructional pay @ $30.00 per hour
03/02/2015-03/31/2015

258. Abuharoon, Christine
259. Barnett, Laura
260. Cummings, Laurie
261. Dewees, Julia
262. Giambone, Christine
263. Hanely, Kimberly
264. Loukides, Karen
265. Sartoris, Reannah
266. Waizinger, Lisa

Curriculum Planning – Education Division
Not to exceed 20 hours non-instructional pay @ $30.00 per hour
02/02/2015-03/31/2015

267. O'Leary, Darla
268. Soboleski, Amanda

CBIT Classes for TOSA's – Education Division
Not to exceed 13 hours non-instructional pay @ $30.00 per hour
02/25/2015-04/01/2015

269. Dagley, Jeanna
270. Hernandez, Reagan

MTSS Task Force – Intervention Systems
Not to exceed 12 hours non-instructional pay @ $30.00 per hour
03/09/2015-06/30/2015

271. Nixon, Robyn
272. Roppa, Susan

CBIT Presenter – Special Education
Not to exceed 9 hours non-instructional pay @ $30.00 per hour
02/25/2015-04/01/2015

273. Ender, Pam

CBIT Classes for Speech Pathologists – Special Education
Not to exceed 15 hours non-instructional pay @ $30.00 per hour
02/25/2015-04/01/2015

274. Brown, Susan
275. St. John, Andrea

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Prepare & Present Common Core Parent Education Presentation – Special Education
Not to exceed 4 hour non-instructional pay @ $30.00 per hour
03/01/2015-03/15/2015

276. Dagley, Jeana
277. Evans, Laura
278. Mettert, Lisa
279. Simpson, Lorinda

Capistrano Behavior Intervention Training Sessions – Special Education
Not to exceed 15 hours non-instructional pay @ $30.00 per hour
02/25/2015-04/01/2015

280. Bennett, Kathy
281. Buckman, Jennifer
282. Butier, Amy
283. Cross, Melinda
284. Dodge, Christina
285. Ford, Deon
286. Khalaf, Reem
287. Lightle, Wende
288. Meyer, Ruth
289. Mohiuddin, Margie
290. Nixon, Robyn
291. Rusinkovich, Cheri
292. Schwartz, Roni
293. Todd, Mary
294. Waldron, April

Capistrano Autism Training Classes – Special Education
Not to exceed 17.5 hours non-instructional pay @ $ 30.00 per hour
01/27/2015-06/30/2015

295. Constantino, Giovana
296. Maass, Susan

APPROVE CO-CURRICULAR ASSIGNMENTS

Name	Position	Location	Salary	Effective Date
297. Balck, Jennifer	Outdoor Education, Elementary	Oso Grande Elem	$ 110.00	04/21/2015-04/24/2015
298. Berger, Ann	Outdoor Education, Elementary	Oso Grande Elem	$ 110.00	04/21/2015-04/24/2015
299. Brail, Rick	Baseball, Varsity (Head)	Tesoro HS	$ 3,521.00	02/28/2015-05/08/2015
300. Bruaski, Christina	Outdoor Education, Elementary	Don Juan Avila MS	$ 110.00	05/26/2015-05/29/2015
301. Calahan, Michael	Track, Girls' Varsity (Asst)	Aliso Niguel HS	$ 2,641.00	02/09/2015-05/08/2015
302. Cox, Ryan	Swimming, Girls' Varsity (Head)	Aliso Niguel HS	$ 3,301.00	02/09/2015-05/08/2015
303. DiLeo, Tim	Tennis, Girls' Varsity (Head)	Tesoro HS	$ 3,301.00	02/23/2015-05/08/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont'd)

Name	Position	Location	Salary	Effective Date
304. Fairweather, Roklyn	Outdoor Education, Elementary	Hidden Hills	$ 110.00	04/22/2015-04/24/2015
305. Gustafson, Ryan	Lacrosse, Girls' Varsity (Head)	Capistrano Valley HS	$ 3,301.00	02/28/2015-05/15/2015
306. Hall, Kimberly	Outdoor Education, Elementary	Oso Grande Elem	$ 110.00	04/21/2015-04/24/2015
307. Haupt, Mary	Outdoor Education, Elementary	Oso Grande Elem	$ 110.00	04/21/2015-04/24/2015
308. Higginson, Patrick	Swimming, Girls' Varsity (Head)	Capistrano Valley HS	$ 3,301.00	02/28/2015-05/08/2015
309. Hill, Erin	Outdoor Education, Elementary	George White Elem	$ 110.00	04/20/2015-04/22/2015
310. Jimenez, Jeannette	Track, Boys' (Asst)	Capistrano Valley HS	$ 2,641.00	02/28/2015-05/08/2015
311. Johnstone, Van	Golf, Boys' Varsity (Head)	Tesoro HS	$ 3,301.00	02/28/2015-05/08/2015
312. Keehn, Stephanie	Outdoor Education, Elementary	Hankey K-8	$ 110.00	05/18/2015-05/22/2015
313. Larwood, Sue	Outdoor Education, Elementary	Don Juan Avila MS	$ 110.00	05/26/2015-05/29/2015
314. Lohmeier, Julie	Outdoor Education, Elementary	Hankey K-8	$ 110.00	05/18/2015-05/22/2015
315. Mednick, Melissa	Outdoor Education, Elementary	Oso Grande Elem	$ 110.00	04/21/2015-04/24/2015
316. Minier, Michael	Golf, Varsity (Head)	Capistrano Valley HS	$ 3,301.00	02/28/2015-05/08/2015
317. Mosconi, Victor	Volleyball, Boys' Varsity (Asst)	Aliso Niguel HS	$ 2,641.00	02/09/2015-05/14/2015
318. Polk, Rich	Volleyball, Boys' Varsity (Head)	Tesoro HS	$ 3,301.00	02/28/2015-05/06/2015
319. Sampson, Timothy	Newspaper Advisor, High School	Dana Hills HS	$ 3,521.00	09/02/2014-06/22/2015
320. Shwan, Celina	Outdoor Education, Elementary	Oso Grande Elem	$ 110.00	04/21/2015-04/24/2015
321. Sims, Ivonne	Outdoor Education, Elementary	Palisades Elem	$ 110.00	05/26/2015-05/29/2015
322. Smith, Staci	Outdoor Education, Elementary	Oso Grande Elem	$ 110.00	04/21/2015-04/24/2015
323. Tyler, Sonet	Outdoor Education, Elementary	Don Juan Avila MS	$ 110.00	05/26/2015-05/29/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont'd)

Name	Position	Location	Salary	Effective Date
324. Vedova, Michelle	Outdoor Education, Elementary	Hidden Hills	$ 110.00	04/22/2015-04/24/2015
325. Westling, Wayne	Golf, Varsity (Head)	Aliso Niguel HS	$ 3,301.00	02/09/2015-05/08/2015
326. Yancey, Steven	Swimming, Boys' Varsity (Head)	Capistrano Valley HS	$ 3,301.00	02/28/2015-05/08/2015
327. York, Mark	Track, Girls' Varsity (Head)	Capistrano Valley HS	$ 3,521.00	02/28/2015-05/08/2015
328. Zamora, Robert	Baseball, Varsity (Head)	Capistrano Valley HS	$ 3,521.00	02/28/2015-05/15/2015

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

Name	Position	Location	Salary	Effective Date
329. Abedi, Morteza	Wrestling, Varsity (Head)	Dana Hills HS	$ 330.10	02/02/2015
330. Barnett, Keith	Basketball, Boys' Varsity (Head)	Aliso Niguel HS	$ 352.10	02/12/2015
331. Brown, Rich	Wrestling, (Asst)	San Clemente HS	$ 220.00	02/02/2015
332. Schultz, Brian	Surf, Varsity (Head)	Capistrano Valley HS	$ 264.10	05/11/2015-05/18/2015
333. Workman, Kenneth	Wrestling, Varsity (Asst)	Dana Hills HS	$ 165.05	02/02/2015-02/21/2015

APPROVE ASB FUNDED ASSIGNMENTS @ $10.00 PER UNIT

Name	Position	Location	Salary	Effective Date
334. Albelo, Rafael	Tennis, (Asst)	Aliso Niguel HS	$ 2,500.00	02/09/2015-05/08/2015
335. Brickey, Heidi	Test Proctor	Tesoro HS	$ 2,500.00	03/11/2015-05/30/2015
336. Donnelly, John	Football, (Asst)	San Clemente HS	$ 1,375.00	04/04/2015-06/04/2015
337. Green, Justin	Tennis, Boys' (Asst)	Dana Hills HS	$ 1,200.00	03/30/2015-05/01/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of April 22, 2015
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ $10.00 PER UNIT (Cont'd)

Name	Position	Location	Salary	Effective Date
338. Gustafson, Ryan	Football, (Asst)	Capistrano Valley HS	$ 3,080.00	04/01/2015-05/31/2015
339. Labac, Julie	Test Proctor	Tesoro HS	$ 3,000.00	03/11/2015-05/30/2015
340. Mosconi, Victor	Volleyball, Boys' (Asst)	Aliso Niguel HS	$ 1,000.00	02/09/2015-05/14/2015
341. Ortiz, Jaime	Football, (Head)	San Clemente HS	$ 1,760.00	04/04/2015-06/04/2015
342. Skinner, Phil	Football, (Asst)	Dana Hills HS	$ 2,000.00	03/16/2015-06/01/2015
343. Tubbs, Tony	Lacrosse, Boys' (Asst)	Tesoro HS	$ 550.00	02/28/2015-05/15/2015
344. Wood, Joe	Football, (Asst)	San Clemente HS	$ 1,485.00	04/04/2015-06/04/2015
345. Workman, Kenneth	Baseball, (Asst)	Dana Hills HS	$ 2,400.00	02/16/2015-05/15/2015

APPROVE LEAVES OF ABSENCE

Name	Reason	Effective Date
346. Chutuk, Julie	Childcare	04/25/2015-05/15/2015
347. Jadwin, Mary	Personal	Intermittent 03/23/2015-06/22/2015

Print Form

2014-2015 Quarterly Report
Williams Legislation Uniform Complaints

District: Capistrano Unified School District

District Contact: Leona Olson

Title: Executive Director, Personnel Services/Compliance

☐ Quarter #1	July 1 to September 30, 2014	**Report due by October 31, 2014**
☐ Quarter #2	October 1 to December 31, 2014	**Report due by January 30, 2015**
☒ Quarter #3	January 1 to March 31, 2015	**Report due by April 30, 2015**
☐ Quarter #4	April 1 to June 30, 2015	**Report due by July 31, 2015**

Check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (high schools only)	0		
TOTALS	0		

Name of Superintendent: Kirsten M. Vital

Signature of Superintendent: _____ Date: 4/1/15

Please submit to: Thea Savas
Senior Administrative Assistant
200 Kalmus Drive, B-1000
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 327-1371