



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

BOARD OF TRUSTEES  
Regular Meeting

June 10, 2015

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

**AGENDA**

**CLOSED SESSION AT 5:30 P.M.**

**1. CALL TO ORDER**

**2. CLOSED SESSION COMMENTS**

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

**A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION EXHIBIT A**  
Significant Exposure to Litigation – One Case  
*Pursuant to Government Code §54956.9)*

**B. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT EXHIBIT B1-B6**  
1. Middle School Principals  
2. ~~Middle School Assistant Principals~~  
3. High School Assistant Principals  
4. Activity Director  
5. Public Information Officer  
6. Coordinator, Pupil Welfare  
*(Pursuant to Government Code §54957)*

**C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE EXHIBIT C1-C2**  
*(Pursuant to Government Code §54957)*

**D. 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)*

**PUBLIC HEARINGS:**

Agenda Item #1 2015-2016 Proposed Budget Adoption  
Agenda Item #3 2015-2016 Local Control Accountability Plan

**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**

*Tommy Beales, John Guevara, Christine Harris, Eloisa Robledo, Lisa Stilwagner, and Denise Yota – Classified Employees of the Year  
Canyon Vista Elementary, Castille Elementary School, and Bernice Ayer Middle School – OCDE PAL Recognition Winners  
Malcom Robotics Team*

**BOARD AND SUPERINTENDENT COMMENTS**

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

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

**PUBLIC HEARINGS**

- 1. PUBLIC HEARING: 2015-2016 PROPOSED BUDGET ADOPTION:** INFORMATION  
The Board will conduct a public hearing on the 2015-2016 Budget Adoption. DISCUSSION  
Supporting documentation is located in Exhibit 2.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

Staff Recommendation

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

- 2. 2015-2016 PROPOSED BUDGET ADOPTION:** INFORMATION  
The District is required by law to adopt a budget for the 2015-2016 fiscal year no DISCUSSION  
later than June 30, 2015, for enactment on July 1, 2015. The budget for 2015-2016 Page  
will be based upon revenue assumptions outlined within the Governor’s May EXHIBIT 2  
Revise, as well as District-specific assumptions for revenue and expenditures and  
incorporate expenditures listed in the District’s Local Control Accountability Plan  
(LCAP). This item is a preliminary look at the general fund 2015-2016 budget and  
the 2014-2015 estimated actuals budget. The budget reflects information outlined  
in the Governor’s May Revise and recommendations given by the Orange County  
Department of Education along with the District LCAP. The final 2015-2016  
budget will be presented for Board action at the June 24 meeting.  
*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 only and no Board action is necessary.

**3. PUBLIC HEARING: 2015-2016 LOCAL CONTROL ACCOUNTABILITY PLAN:**

INFORMATION  
DISCUSSION

The Board will conduct a public hearing on the 2015-2016 Local Control Accountability Plan. As part of the process, each district is required to hold one public hearing to solicit the recommendations and comments of the members of the public regarding the specific actions and expenditures proposed. The final 2015-2016 budget will be presented for Board action at the June 24 meeting.

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

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

Staff Recommendation

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

**DISCUSSION/ACTION ITEMS**

**4. 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. Representatives from the Capitol Advisors Group addressed the Board at the April 22 Board meeting and requested to return to a future Board meeting to share what is currently happening 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 information on this item. This is an information item only and no Board action is necessary.

**5. PROPOSED REFINANCING OF COMMUNITY FACILITIES DISTRICT 98-2 (LADERA) AND 2004-1 (RANCHO MADRINA) BONDS:**

INFORMATION  
DISCUSSION

The Board of Trustees will receive an update on the proposed refinancing of Community Facilities District 98-2 (Ladera) and 2004-1 (Rancho Madrina) bonds. The update will include data on the potential savings based on an analysis by the District's financial advisor, Government Financial Strategies.

***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 only and no Board action is necessary.

Page  
**EXHIBIT 5**

**6. ROAD TO RECOVERY PHASE II:**

This presentation will provide the Trustees with an overview of the second phase of the Road to Recovery plan. Staff will provide a recommendation and timeline regarding implementation of the plan for 2015-2016.

*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.

INFORMATION/  
DISCUSSION  
Page  
**EXHIBIT 6**

**7. RESOLUTION NO. 1415-45, AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS:**

Education Code §42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Due to the nature of the current budget situation, it is necessary to secure flexibility to balance cash flow during the 2015-2016 school year. This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund and various other District funds.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

Staff Recommendation

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

DISCUSSION/  
ACTION  
Page  
**EXHIBIT 7**

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1415-45, Authorization of Temporary Interfund Transfers.

Motion by _____	Seconded by _____
ROLL CALL:	
Trustee Alpay _____	Trustee McNicholas _____
Trustee Hanacek _____	Trustee Pritchard _____
Trustee Jones _____	Trustee Reardon _____
	Trustee Hatton-Hodson _____

**8. COMMUNITY ROOTS ACADEMY REQUEST FOR LONG-TERM LEASE AND PROPOSED ENGAGEMENT PLAN:**

One of the District’s responsibilities in approving a charter is to provide facilities for its program. While the District has provided facilities to Community Roots Academy (CRA) on the Wood Canyon campus through the 2015-2016 school year, CRA’s projected enrollment in 2016-2017 will require that the charter occupy its own facility. In order to be proactive and thoughtful in planning for this increase in enrollment, CRA has requested that the District and charter engage in a collaborative process to provide a long-term lease of a District facility beginning in the 2016-2017 school year. This item presents a proposed engagement plan to recommend a facility for a long-term lease for CRA.

*CUSD Strategic Plan Pillar 1: Community Relations*

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

INFORMATION/  
DISCUSSION  
Page  
**EXHIBIT 8**

9. **DISTRICT VISION/MISSION/GOALS:**

At the May 27 Board meeting, Trustees discussed and gave direction to staff on the draft Vision, Mission, and three Wildly Important Goals (WIGs) for the District. The Board will continue its discussion of the Vision, Mission, and WIGs with the revisions requested at the last meeting.

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Kirsten M. Vital, Superintendent*

Staff Recommendation

It is recommended the Board President recognize Kirsten Vital, Superintendent, to present information on this item

Following discussion, it is recommended the Board of Trustees approve the District’s Vision, Mission, and designated WIGs for 2015-2016.

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

DISCUSSION/  
ACTION  
Page  
**EXHIBIT 9**

10. **RESOLUTION NO. 1415-46, AUTHORIZING THE EXCHANGE OF CERTAIN REAL PROPERTY INTERESTS WITH THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, APPROVING AN AMENDMENT TO AN ACCESS EASEMENT, APPROVING A RECIPROCAL PARKING LICENSE, ACCEPTING A BACKFLOW PREVENTER EASEMENT, AND TAKING RELATED ACTIONS:**

The Capistrano Unified School District (District) and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints (LDS Church) own adjacent properties in San Juan Capistrano. The LDS Church’s property is located just east of San Juan Hills High School (SJHHS). The LDS Church has approached the District seeking to obtain an amendment to an existing access easement, which the District previously granted to Whispering Hills, LLC, for purposes of providing vehicular and pedestrian access to the LDS Property (and construction activities related thereto). The District, in turn, is in need of a backflow prevention facility easement from the LDS Church, on LDS Property, for purposes of servicing SJHHS. Both parties also have a mutual desire for reciprocal parking rights on the land of the other, during certain times, to accommodate overflow parking for their respective activities. In light of these identified needs, the District and LDS Church have agreed to an exchange of rights, whereby the LDS Church will grant to the District a backflow prevention easement and a license for parking rights on the LDS Property, in exchange for the District’s granting to the LDS Church of an amendment to the existing access easement and a license for parking rights on the District Property. The specific terms of these items are set forth in the Resolution to be considered by the Board. Authority for the District to enter into such an exchange is provided by Education Code §§17536 and 17537, with a two-thirds vote of all of the members of the Board required for approval.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1415-46, Authorizing the Exchange of Certain Real Property Interests with The Corporation of the Presiding Bishop of the Church Of Jesus Christ Of Latter-Day Saints, Approving An Amendment To An Access Easement, Approving A Reciprocal Parking License, Accepting A Backflow Preventer Easement, and Taking Related Actions.

DISCUSSION/  
ACTION  
Page  
**EXHIBIT 10**

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

**ROLL CALL:**

Trustee Alpay	_____	Trustee McNicholas	_____
Trustee Hanacek	_____	Trustee Pritchard	_____
Trustee Jones	_____	Trustee Reardon	_____
		Trustee Hatton-Hodson	_____

**11. SECOND READING – REVISION OF BOARD POLICY 6163.5, STUDENT USE OF TECHNOLOGY AND INTERNET SAFETY:**

DISCUSSION/  
ACTION

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. Additional revisions requested by Trustees during the first reading of this item have been made. Revisions include adding language to address the following areas: the requirement of providing equity devices, responsibility of student supervision, permission for capturing video and images, cyberbullying, device security, and no expectation of privacy. Funding will be designated to support acquisition of equity devices not-to-exceed \$400,000. Changes are underlined; deletions are struck through.

Page  
**EXHIBIT 11**

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Policy 6163.5, *Student Use of Technology and Internet Safety*.

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

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

INFORMATION/  
DISCUSSION

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

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**EXHIBIT 13**

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

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

Staff Recommendation

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

**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

**13. SCHOOL BOARD MINUTES:**

Approval of the minutes of the May 21, 2015, special Board meeting.

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

Page

**EXHIBIT 13**

**14. MEMBERS OF THE SPECIAL EDUCATION LOCAL PLAN AREA COMMUNITY ADVISORY COMMITTEE:**

Approval of the appointment of Jan Barrett, Steven Burke, Meredith Chillemi, Luci Coppola, Sarah Draper, Veronica Hoggatt, Allison Jacobs, and Barbara Kakuda to serve as Community Advisory Committee (CAC) voting members for the 2015-2016 and 2016-2017 school years. In accordance with the California Education Code §56190, each Special Education Local Plan Area (SELPA) shall establish a CAC with parents of special education students forming the majority. Based on the bylaws of the SELPA, a committee of voting members is established annually, comprised of District parents, teachers, administrators, and community representatives who serve District students. The term of appointment for voting members is two years, staggered annually. There is no financial impact.

*CUSD Strategic Plan Pillar 1: Community Relations*

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

## CURRICULUM & INSTRUCTION

**15. PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:**

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 for eleven students who have completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case numbers 1314-014 to 1314-024. California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass the CAHSEE with modifications stated in the pupil's Individualized Education Program. Supporting information is provided to Trustees under separate cover to protect the student's rights under the Family Educational Rights and Privacy Act. There is no financial impact.

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

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

**16. CALIFORNIA INTERSCHOLASTIC FEDERATION REPRESENTATIVES:**

Approval of the six comprehensive high school principals as league representatives to the California Interscholastic Federation (CIF) for 2015-2016. As a member of CIF, the District is required by Education Code §33353(a) to designate its representatives to CIF on a yearly basis. League representatives vote on issues that impact school athletic programs. There is no financial impact.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

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**EXHIBIT 16**

**17. CALIFORNIA STATE UNIVERSITY, FULLERTON - MASTER TEACHER PAYMENT:**

Approval of payment to District master teachers who supported a student teacher during the 2015 Spring semester. Student teachers from various universities are placed in the District throughout the school year. Current university agreements specify that institutions pay master teachers a nominal stipend for their supervision and support of student teachers. California State University, Fullerton has agreed to reimburse the District for all costs associated with compensating master teachers. The compensation amounts vary because of different statutory costs and nature of assignments.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

Page

**EXHIBIT 17**



## **BUSINESS & SUPPORT SERVICES**

18. **PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page  
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 \$4,810,084.01 and the commercial warrants total \$4,351,198.27. 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  
EXHIBIT 19
- Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$205,944.26 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  
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 five new agreements totaling \$89,040.73, two ratifications of new agreements totaling \$12,199.90, fifteen extensions to existing agreements totaling \$383,340, three extension ratifications to existing agreements totaling \$185,750, and six amendment ratifications totaling \$41,159.68. 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 SETTLEMENT AGREEMENTS:**
- Approval of the ratification of special education Settlement Agreement Case #2015020196, Settlement Agreement Case #2015040198, Informal Dispute Resolution Case #034215, and Informal Dispute Resolution Case #044115. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$25,653, funded by special education funds.
- CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*

22. **SPECIAL EDUCATION SETTLEMENT AGREEMENTS:**  
 Approval of special education Settlement Agreement Case #2015040373 and Informal Dispute Resolution Case #034315. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$108,101, funded by special education funds.  
*CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*  
*Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations*
23. **RESOLUTION NO. 1415-44, TEMPORARY TRANSFER AGREEMENT:** Page  
**EXHIBIT 23**  
 Approval of Resolution No. 1415-44 authorizes the District to participate in a Temporary Transfer Agreement for the 2015-2016 fiscal year. The County Board of Supervisors has authorized the County Treasurer to offer short-term loans to school districts to help bridge cash flow difficulties. The loans will be repaid to the County Treasurer when school districts receive property taxes in December. By applying for these funds, the District will have sufficient cash until December property tax revenue is received.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
24. **EXTENSION OF AGREEMENT FOR BID NO. 1415-03, ELECTRICAL SUPPLIES AND MATERIALS – CONSOLIDATED ELECTRICAL DISTRIBUTORS, INCORPORATED:** Page  
**EXHIBIT 24**  
 Approval of the Extension of Agreement Bid. No. 1415-03 with Consolidated Electrical Distributors, Incorporated, to provide electrical supplies and materials for all sites within the District. The vendor agreed to maintain their current pricing for the renewal period of July 1, 2015, through June 30, 2016. Annual expenditures under this contract are limited to \$125,000, funded by deferred maintenance and site funds.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
25. **EXTENSION OF AGREEMENT FOR BID NO. 1314-03, ASPHALT PAVING, SEALCOATING, AND REPAIR SERVICES – BEN’S ASPHALT, INCORPORATED:** Page  
**EXHIBIT 5**  
 Approval of the Extension of Agreement Bid. No. 1314-03 with Ben’s Asphalt, Incorporated, to provide asphalt paving, sealcoating, and repair services for all sites within the District. The vendor agreed to maintain their current pricing for the renewal period of July 1, 2015, through June 30, 2016. Annual expenditures under this contract are limited to \$850,000, funded by deferred maintenance and routine restricted maintenance accounts.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*
26. **AWARD BID NO. 1516-04, WEED ABATEMENT SERVICE TO E. STEWART AND ASSOCIATES, INCORPORATED:** Page  
**EXHIBIT 26**  
 Approval of Award of Bid No. 1516-04, Weed Abatement Service to E. Stewart and Associates, Incorporated. Seven entities registered and downloaded the bid documents; one bid was received and opened on April 28, 2015. E. Stewart and Associates, Incorporated, is the lowest responsive, responsible bidder. The term of the base contract is July 1, 2015, through June 30, 2016, with two one-year renewal terms, at the option of the Board of Trustees, for a total contract term not-to-exceed three years. Annual expenditures utilizing this contract are estimated to be \$75,000, funded by deferred maintenance funds and routine restricted maintenance funds.  
*CUSD Strategic Plan Pillar 5: Effective Operations*  
*Contact: Clark Hampton, Deputy Superintendent, Business and Support Services*

**27. AWARD BID NO. 1516-05, FENCE REPAIRS AND MAINTENANCE TO Q FENCE AND FABRICATION, INCORPORATED:**

Page  
**EXHIBIT 27**

Approval of Award of Bid No. 1516-05, Fence Repairs and Maintenance to Q Fence and Fabrication, Incorporated. Ten entities registered and downloaded the bid documents; four bids were received and opened on April 29, 2015. The four bidders include: Harris Steel Fence Company, Incorporate; Jim Justus Fence Company; La Habra Fence Company, Incorporated; and Q Fence and Fabrication, Incorporated; as shown on Exhibit A. Q Fence and Fabrication, Incorporation, is the lowest responsive, responsible bidder. The bid award was determined using select line items at weighted percentages based upon projected District repair and maintenance usage. The term of the base contract is July 1, 2015, through June 30, 2016, with four one-year renewal terms, at the option of the Board of Trustees, for a total contract term not-to-exceed five years. Annual expenditures utilizing this contract are estimated to be \$75,000, funded by deferred maintenance funds, routine restricted maintenance funds, modernization funds, and site funds.

*CUSD Strategic Plan Pillar 5: Effective Operations*

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

**PERSONNEL SERVICES**

**28. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:**

Page  
**EXHIBIT 29**

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*

**29. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:**

Page  
**EXHIBIT 30**

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

*CUSD Strategic Plan Pillar 5: Effective Operations*

*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

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

**ROLL CALL:**

Trustee 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, JUNE 24, 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](http://www.capousd.org)

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

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

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

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

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

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

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

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

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

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

#### REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**BUDGET GUIDELINES**  
**2015-2016**

**PURPOSE**

Budget guidelines provide the overarching set of instructions staff will use in the creation of the fiscal year budget. Guidelines set consistent parameters and goals that drive the formation of the budget.

**GENERAL**

1. At a minimum, the primary consideration in developing the budget is the provision of an effective and contemporary educational program, which meets District and State standards and regulations at all grade levels.
2. Budgeted expenditures shall not exceed income plus any carry over from prior years.
3. Budget assumptions shall be developed, reviewed, and updated on an on-going basis.
4. A budget calendar shall be created and used as a planning guide for budget development.
5. The Strategic Plan along with the Board's goals, directions, and priorities will be a driving force in the development of the budget, to the extent allowed within the available funding.
6. When the Board of Trustees authorizes or approves a new goal, project, or program, it shall specify the allocation or reallocation of resources required to appropriately execute the new initiative.
7. When new projects, plans, or programs are presented to the Board for approval, the estimated fiscal impact of the project and available funding sources shall be included.
  - 7.1 Upon approval, the budget shall be adjusted as deemed appropriate based on the availability of funds and the Board's priorities.
8. The budget shall include a general fund reserve for economic uncertainty of no less than two percent of the total general fund appropriations in object codes 1000 through 7999.
9. Staffing shall be maintained so as to appropriately carry out Board policies, support future growth, and honor collective bargaining agreements.
10. The Cafeteria fund, Child Care fund, and Associated Student Body funds shall be self-supporting and, where allowable, shall include allocations for direct, indirect, and support costs.

11. The District will utilize a Multiple Year Projection tool in order to facilitate the compilation of the current and future year budget projections as required under AB 1200.
12. The budget development process will include user-friendly information that provides disclosure of anticipated beginning balances, revenues, expenditures, and ending balances for all District funds. This information will be provided to highlight the intended uses of these funds during the budget year.
13. In the event closing or re-configuring schools is considered, associated savings and expenditures shall be identified and budgeted with adequate lead-time to allow for appropriate review, analysis, and community input as well as adequate transitions.

### **REVENUE**

14. One-time sources of funding shall not be used to facilitate ongoing expenditures.

### **EXPENDITURE**

15. Funds shall be made available in the budget to support current and anticipated collective bargaining commitments in accordance with AB 1285.
16. Within the context of negotiations and available resources, the District will endeavor to provide employees with competitive salary and benefits packages that reflect a level of incentive sufficient to continue to attract and retain qualified people.
17. Any/all debt service or leasing obligations shall be included in the budget.
18. All categorical programs shall be self-supporting and, where allowable, shall include allocations for indirect and support costs. Special Education, Transportation, and Maintenance and Operations are not recognized as self-supporting at this time; however, the goal of becoming self-supporting shall be maintained. Each of these programs shall be monitored to ensure minimal impact to the general fund.
19. Supply and equipment formulas in effect for the current year shall be reviewed, revised, adjusted, and/or frozen, as necessary.
20. Allowance shall be made for increases and/or decreases in the cost of services and supplies; e.g., gasoline, natural gas, electricity, insurance, water, postage, trash collection, telephone services, lease agreements, debt repayment, employee retirement contributions, or benefits mandated by law.
21. Furniture and equipment replacement will be funded to the extent that can be justified in relationship to available resources.

**OTHER**

22. As part of the Local Control Accountability Plan (LCAP), a plan to restore funding to the Deferred Maintenance program has been developed.
23. Expenditures listed in the LCAP will be included in the adopted budget.
24. All unspent funds at year end in Federal categorical programs are considered restricted balances and will be carried forward to the following year and re-budgeted.
25. As part of the adoption and review of the District's fiscal year budget and related financial activity, the District is required to prepare specific reporting documents. These documents, and their associated filing deadlines, are indicated below.

Adopted Budget	(Prior to June 30)
Revised Budget	(Within 45 days of the Governor signing the State Budget)
First Interim Report	(Within 45 days of October 31 or by December 15)
Second Interim Report	(Within 45 days of January 31 or by March 15)
Third Interim Report*	(Within 31 days of April 30 or by June 1)
Independent Audit Report	(Prior to December 15 after the close of the fiscal year)

\*A Third Interim Report becomes necessary with the filing of a qualified or negative interim report.





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**BUDGET ASSUMPTIONS**  
**2015-2016**

**PURPOSE**

The purpose of the budget assumptions outlined below is to provide the framework the District uses for preparing the 2015-2016 budget. The overarching influence to the following assumptions is the budget for the State of California. Other assumptions will be based upon District input and prior year trends, as well as external sources or conditions when appropriate. The framework is based upon the most up-to-date information known to the District at the time of development of the budget assumptions. These budget assumptions may change based upon any negotiated settlements prior to the budget adoption.

**OVERALL ASSUMPTIONS**

1. Enrollment projections for 2015-2016 assume enrollment will decline as compared to 2014-2015. The projected enrollment for 2015-2016 is 49,534.

Funding received from the State is based on the District's Average Daily Attendance (ADA). ADA is calculated by dividing the total number of days of *student attendance* by the number of *days of school taught* during the same period. When a district's enrollment is declining, the state funds the district on their prior year P-2 ADA; therefore, funding for 2015-2016 will be based on P-2 ADA for 2014-2015, which is 48,354.76.

Currently, the funded Local Control Funding Formula (LCFF) is proposed to be \$7,693 per unit of ADA, which is an increase of \$805 per unit of ADA compared to fiscal year 2014-2015. This amount includes information as detailed in the Governor's May Revise.

2. Site supply budgets and staffing allocations will be determined using the following formulas:

2.1 Site Supply Budget Formula <sup>1</sup>

K - 5	\$21 / student
6 - 8	\$25 / student
9 - 12	\$33 / student

<sup>1</sup> Site supply budgets are exclusive of a copier allocation which is centrally funded.

2.2 Staffing Formula:

K	=	30.5 : 1	
1 - 5	=	31.5 : 1	
6 - 8	=	32.5 : 1	(includes prep periods and electives)
9 - 12	=	34.5 : 1	(includes prep periods and electives)

Grades 1-3 will be staffed at 30:1 in order to comply with Education Code 41376.

**REVENUE ASSUMPTIONS**

3. State categorical program funding is expected to receive a 1.02% COLA.
4. State Special Education funding is expected to receive 1.02% COLA.
5. Lottery unrestricted revenue will be calculated at \$128 per unit of annual attendance. Unrestricted revenue is projected to be approximately \$6.7 million.
6. Lottery restricted revenue for instructional materials will be calculated at \$34 per unit of annual attendance. Restricted revenue is projected to be approximately \$1.7 million.

**EXPENDITURE ASSUMPTIONS**

7. The budget reflects a full school and work year.
  - 7.1 Step and column increases will be reflected for those certificated, classified, and administrative employees who qualify for movement based upon their longevity with the District, earned education credits, and negotiated agreements.
    - 7.1.1 Salary costs estimated for employee groups will increase by the following percentages due to employee movement across the salary schedule:

CUEA	1.5%
CSEA	2.0%
CUMA	1.5%
Teamsters	2.0%

- 7.1.2 PERS costs are estimated to increase per the CalPERS Employer Circular Letter No. 200-012-14, which gave estimates of the future contribution rate increases for school employers as follows:

2014-2015	2015-2016	2016-2017	2017-2018
11.771%	11.847%	13.05%	16.6%

STRS costs are projected to increase to 10.73% in 2015-2016, 12.58% in 2016-2017 and 14.43% in 2017-2018 from the 2014-2015 rate of 8.88%.

- 7.2 Vacancies created due to retirements or those employees indicating their intent not to return will be budgeted as follows:

Certificated: Column C, Step 11  
 Classified: Step 3, Range per Classification  
 Administrative: Step 3, Range per Classification

- 7.3 2015-2016 salary agreements have not been reached with all represented groups.

Budget Assumptions

June 10, 2015

Page 3

8. Actual costs for special education are dependent on the type of services the District is required to provide to each individual student. For the purposes of budgeting expenditures, the District is projecting increases of between 2% and 5% for the costs of non-salary expenditures for operating the program during 2015-2016.
9. For categorically funded programs, the positions allocated will reflect the funding available.
10. Benefits
  - 10.1 The District will utilize the following employer rates for statutory benefits for the 2015-2016 budget year, based upon currently available information from various State agencies.

STRS	10.73 %
PERS	11.847 %
OASDI	6.200 %
Medicare	1.450 %
Workers Comp	1.500 %
Unemployment	0.050 %
  - 10.2 The District will utilize the following rates to contribute toward the Other Post- Employment Benefits (OPEBs). The District is utilizing the pay-as-you-go method of contributing toward its OPEB liability.

OPEB – Active	0.80%
OPEB – All	0.27%
11. Health and welfare insurance costs for the District for the 2015-2016 fiscal year are budgeted to increase because of an increase in the number of employees.
  - 11.1 Health and welfare expenditures for 2015-2016 are projected to be approximately \$41.3 million.
12. Liability insurance premiums for the 2015-2016 fiscal year will be budgeted to increase by 2 percent.
  - 13.1 Property and Liability insurance costs for 2015-2016 are projected to be approximately \$2.6 million.
13. Utility costs are projected to increase by around 6% in the 2015-2016 fiscal year.
14. Transfers and Capital Outlay
  - 14.1 The District will contribute \$2.0 million to the Deferred Maintenance Fund from LCFF funds during the 2015-2016 fiscal year.

15. Indirect / Direct Costs

- 15.1 Inter-program direct and indirect costs will be calculated at the maximum allowable rate per program. The rate is 3.77 percent for 2015-2016.
- 15.2 The Cafeteria Fund will be charged a 3.77 percent indirect cost for the 2015-2016 fiscal year. Education Code §38101(c) and §52616.4(a)(3) specify the indirect cost charge for Cafeteria Funds is the lesser of the approved school district rate, or the statewide average rate. In addition to indirect charges, the District charges applicable direct costs including telephone, electricity, natural gas, waste disposal, and laundry services.
- 15.3 The Child Development Fund will be charged based on direct staff time used to support the childcare program, utility costs, insurance, maintenance, and warehouse services.

16. Debt Service and Major Lease Payments

- 16.1 The District is projected to incur approximately \$800,000 in debt service payments from the general fund in 2015-2016. The amount consists primarily of lease payment obligations.
- 16.2 The District currently does not plan to enter into significant additional lease obligations during the 2015-2016 fiscal year.

17. At a minimum, the Reserve for “Economic Uncertainty” will be maintained at a level of 2.75 percent.

18. New textbooks, consumables, and the costs of rebinding will be budgeted at \$3.8 million, and will be funded from the following:

- 18.1 Restricted Lottery funding
- 18.2 LCFF funds

19. Summer school, which includes credit recovery and legally mandated activities, during 2015, is currently budgeted at \$50,000.

**ADDITIONAL ASSUMPTIONS**

20. Interest earnings on funds in custody will be budgeted at 0.35 percent.

21. Charter Schools

- 21.1 The District currently has executed contracts with five charter school groups. The charter schools receive a combination of property tax revenue and State aid, including a categorical block grant. The District provides general financial review for the charters and their respective budgets.
- 21.2 The District receives fees from the charter school groups for administrative oversight, which are projected to be approximately \$200,000.

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	335,216,262.00	0.00	335,216,262.00	371,380,019.00	0.00	371,380,019.00	10.8%
2) Federal Revenue		8100-8299	30,225.00	17,788,377.00	17,818,602.00	1,000.00	16,199,878.00	16,200,878.00	-9.1%
3) Other State Revenue		8300-8599	11,891,896.00	29,897,939.00	41,789,835.00	8,476,806.00	30,445,467.00	38,922,273.00	-6.9%
4) Other Local Revenue		8600-8799	6,954,222.00	340,163.00	7,294,385.00	3,927,115.00	288,800.00	4,215,915.00	-42.2%
5) TOTAL, REVENUES			354,092,605.00	48,026,479.00	402,119,084.00	383,784,940.00	46,934,145.00	430,719,085.00	7.1%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	167,533,885.00	33,567,851.00	201,101,736.00	172,544,771.00	33,022,683.00	205,567,454.00	2.2%
2) Classified Salaries		2000-2999	35,975,337.00	22,506,428.00	58,481,765.00	36,864,840.00	23,000,393.00	59,865,233.00	2.4%
3) Employee Benefits		3000-3999	60,831,157.00	18,377,288.00	79,208,445.00	66,058,732.00	19,060,284.00	85,119,016.00	7.5%
4) Books and Supplies		4000-4999	6,734,471.00	6,157,206.00	12,891,677.00	8,781,843.00	7,696,188.00	16,478,031.00	27.8%
5) Services and Other Operating Expenditures		5000-5999	23,784,646.00	13,345,961.00	37,130,607.00	22,955,574.00	11,878,318.00	34,833,892.00	-6.2%
6) Capital Outlay		6000-6999	1,126,814.00	4,371,584.00	5,498,398.00	2,213,515.00	345,515.00	2,559,030.00	-53.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	8,151,635.00	5,562,650.00	13,714,285.00	7,121,390.00	5,652,219.00	12,773,609.00	-6.9%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(4,192,300.00)	3,563,225.00	(629,155.00)	(3,351,548.00)	2,747,604.00	(603,944.00)	-4.0%
9) TOTAL, EXPENDITURES			299,945,565.00	107,452,193.00	407,397,758.00	313,189,117.00	103,403,204.00	416,592,321.00	2.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			54,147,040.00	(59,425,714.00)	(5,278,674.00)	70,595,823.00	(56,469,059.00)	14,126,764.00	-367.6%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(51,604,592.00)	51,604,592.00	0.00	(54,447,619.00)	54,447,619.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(51,604,592.00)	51,604,592.00	0.00	(54,447,619.00)	54,447,619.00	0.00	0.0%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			2,542,448.00	(7,821,122.00)	(5,278,674.00)	16,148,204.00	(2,021,440.00)	14,126,764.00	-367.6%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	18,808,313.00	14,569,300.00	33,377,613.00	21,350,761.00	6,748,178.00	28,098,939.00	-15.8%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			18,808,313.00	14,569,300.00	33,377,613.00	21,350,761.00	6,748,178.00	28,098,939.00	-15.8%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			18,808,313.00	14,569,300.00	33,377,613.00	21,350,761.00	6,748,178.00	28,098,939.00	-15.8%
2) Ending Balance, June 30 (E + F1e)			21,350,761.00	6,748,178.00	28,098,939.00	37,498,965.00	4,726,738.00	42,225,703.00	50.3%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	175,000.00	0.00	175,000.00	0.0%
Stores		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	6,748,178.00	6,748,178.00	0.00	4,726,738.00	4,726,738.00	-30.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	10,263,059.00	0.00	10,263,059.00	3,762,000.00	0.00	3,762,000.00	-63.3%
Recovery List Part I Carryover	0000	9780				2,262,000.00		2,262,000.00	
Site Gift Carryover	0000	9780				1,500,000.00		1,500,000.00	
Recovery List Part I	0000	9780	2,822,000.00		2,822,000.00				
ADA adjustment 14-15 to 15-16	0000	9780	516,059.00		516,059.00				
Site Supply Carryover	0000	9780	750,000.00		750,000.00				
Site Gift Carryover	0000	9780	1,500,000.00		1,500,000.00				
Teacher Development Carryover	0000	9780	100,000.00		100,000.00				
Common Core Staff Development Carryover	0000	9780	1,000,000.00		1,000,000.00				
1:1 Device Carryover	0000	9780	3,100,000.00		3,100,000.00				
LCFF Supplemental Carryover	0000	9780	400,000.00		400,000.00				
Growth	0000	9780	75,000.00		75,000.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	10,300,000.00	0.00	10,300,000.00	11,300,000.00	0.00	11,300,000.00	9.7%
Unassigned/Unappropriated Amount		9790	462,702.00	0.00	462,702.00	22,111,965.00	0.00	22,111,965.00	4678.9%

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	0.00	0.00	0.00				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Fund		9130	0.00	0.00	0.00				
d) with Fiscal Agent		9135	0.00	0.00	0.00				
e) collections awaiting deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	0.00	0.00				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			0.00	0.00	0.00				
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
<b>I. LIABILITIES</b>									
1) Accounts Payable		9500	0.00	0.00	0.00				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			0.00	0.00	0.00				
<b>J. DEFERRED INFLOWS OF RESOURCES</b>									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
<b>K. FUND EQUITY</b>									
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00	0.00	0.00				

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>LCFF SOURCES</b>									
Principal Apportionment State Aid - Current Year		8011	71,986,167.00	0.00	71,986,167.00	108,646,487.00	0.00	108,646,487.00	50.9%
Education Protection Account State Aid - Current Year		8012	9,867,360.00	0.00	9,867,360.00	9,701,342.00	0.00	9,701,342.00	-1.7%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	1,835,155.00	0.00	1,835,155.00	1,835,155.00	0.00	1,835,155.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	252,317,066.00	0.00	252,317,066.00	252,317,066.00	0.00	252,317,066.00	0.0%
Unsecured Roll Taxes		8042	9,263,880.00	0.00	9,263,880.00	9,263,880.00	0.00	9,263,880.00	0.0%
Prior Years' Taxes		8043	4,097,323.00	0.00	4,097,323.00	4,097,323.00	0.00	4,097,323.00	0.0%
Supplemental Taxes		8044	5,784,072.00	0.00	5,784,072.00	5,784,072.00	0.00	5,784,072.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	2,820,940.00	0.00	2,820,940.00	2,820,940.00	0.00	2,820,940.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	1,199,818.00	0.00	1,199,818.00	1,199,818.00	0.00	1,199,818.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>359,171,781.00</b>	<b>0.00</b>	<b>359,171,781.00</b>	<b>395,666,083.00</b>	<b>0.00</b>	<b>395,666,083.00</b>	<b>10.2%</b>
<b>LCFF Transfers</b>									
Unrestricted LCFF Transfers - Current Year	0000	8091	(2,281,288.00)		(2,281,288.00)	(2,000,000.00)		(2,000,000.00)	-12.3%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(21,674,231.00)	0.00	(21,674,231.00)	(22,286,064.00)	0.00	(22,286,064.00)	2.8%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>335,216,262.00</b>	<b>0.00</b>	<b>335,216,262.00</b>	<b>371,380,019.00</b>	<b>0.00</b>	<b>371,380,019.00</b>	<b>10.8%</b>
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	7,902,204.00	7,902,204.00	0.00	7,940,665.00	7,940,665.00	0.5%
Special Education Discretionary Grants		8182	0.00	1,278,128.00	1,278,128.00	0.00	1,278,128.00	1,278,128.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290		5,238,436.00	5,238,436.00		4,038,002.00	4,038,002.00	-22.9%
NCLB: Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290		954,004.00	954,004.00		842,199.00	842,199.00	-11.7%
NCLB: Title III, Immigrant Educator Program	4201	8290		119,129.00	119,129.00		59,685.00	59,685.00	-49.9%



Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290		652,559.00	652,559.00		484,424.00	484,424.00	-25.8%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other No Child Left Behind	3011-3020, 3026-3199, 4036-4126, 5510	8290		66,711.00	66,711.00		0.00	0.00	-100.0%
Vocational and Applied Technology Education	3500-3699	8290		288,872.00	288,872.00		268,053.00	268,053.00	-7.2%
Safe and Drug Free Schools	3700-3799	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	30,225.00	1,288,334.00	1,318,559.00	1,000.00	1,288,722.00	1,289,722.00	-2.2%
<b>TOTAL, FEDERAL REVENUE</b>			<b>30,225.00</b>	<b>17,788,377.00</b>	<b>17,818,602.00</b>	<b>1,000.00</b>	<b>16,199,878.00</b>	<b>16,200,878.00</b>	<b>-9.1%</b>
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
ROC/P Entitlement									
Current Year	6360	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		24,738,947.00	24,738,947.00		24,481,089.00	24,481,089.00	-1.0%
Prior Years	6500	8319		322,818.00	322,818.00		0.00	0.00	-100.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	208,942.00	208,942.00	0.00	208,942.00	208,942.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	5,030,297.00	0.00	5,030,297.00	1,797,638.00	0.00	1,797,638.00	-64.3%
Lottery - Unrestricted and instructional Materials		8560	6,760,599.00	1,956,788.00	8,717,387.00	6,679,168.00	1,701,286.00	8,380,454.00	-3.9%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590		0.00	0.00		0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		562,500.00	562,500.00		562,500.00	562,500.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		(1,468,531.00)	(1,468,531.00)		0.00	0.00	-100.0%
Healthy Start	6240	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	101,000.00	3,576,475.00	3,677,475.00	0.00	3,491,650.00	3,491,650.00	-5.1%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>11,891,896.00</b>	<b>29,897,939.00</b>	<b>41,789,835.00</b>	<b>8,476,806.00</b>	<b>30,445,467.00</b>	<b>38,922,273.00</b>	<b>-6.9%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>OTHER LOCAL REVENUE</b>									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-LCFF									
Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	8,500.00	0.00	8,500.00	15,000.00	0.00	15,000.00	76.5%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	1,920,704.00	0.00	1,920,704.00	1,914,396.00	0.00	1,914,396.00	-0.3%
Interest		8660	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Net Increase (Decrease) in the Fair Value									
of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	485,000.00	0.00	485,000.00	485,000.00	0.00	485,000.00	0.0%
Interagency Services		8677	0.00	148,800.00	148,800.00	0.00	148,800.00	148,800.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-LCFF									
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From									
Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	4,350,318.00	191,363.00	4,541,681.00	1,323,019.00	140,000.00	1,463,019.00	-67.8%
Tuition		8710	14,700.00	0.00	14,700.00	14,700.00	0.00	14,700.00	0.0%
All Other Transfers In		8781-8783	25,000.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>6,954,222.00</b>	<b>340,163.00</b>	<b>7,294,385.00</b>	<b>3,927,115.00</b>	<b>288,800.00</b>	<b>4,215,915.00</b>	<b>-42.2%</b>
<b>TOTAL, REVENUES</b>			<b>354,092,605.00</b>	<b>48,026,479.00</b>	<b>402,119,084.00</b>	<b>383,784,940.00</b>	<b>46,934,145.00</b>	<b>430,719,085.00</b>	<b>7.1%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CERTIFICATED SALARIES</b>									
Certificated Teachers' Salaries		1100	149,335,767.00	24,535,757.00	173,871,524.00	150,938,994.00	24,226,692.00	175,165,686.00	0.7%
Certificated Pupil Support Salaries		1200	3,772,659.00	4,725,410.00	8,498,069.00	6,166,171.00	4,871,081.00	11,037,252.00	29.9%
Certificated Supervisors' and Administrators' Salaries		1300	12,844,477.00	2,285,291.00	15,129,768.00	13,833,676.00	2,094,404.00	15,928,080.00	5.3%
Other Certificated Salaries		1900	1,580,982.00	2,021,393.00	3,602,375.00	1,605,930.00	1,830,506.00	3,436,436.00	-4.6%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>167,533,885.00</b>	<b>33,567,851.00</b>	<b>201,101,736.00</b>	<b>172,544,771.00</b>	<b>33,022,683.00</b>	<b>205,567,454.00</b>	<b>2.2%</b>
<b>CLASSIFIED SALARIES</b>									
Classified Instructional Salaries		2100	1,433,844.00	12,462,931.00	13,896,775.00	554,605.00	12,456,325.00	13,010,930.00	-6.4%
Classified Support Salaries		2200	16,859,301.00	7,489,808.00	24,349,109.00	17,657,985.00	7,735,412.00	25,393,397.00	4.3%
Classified Supervisors' and Administrators' Salaries		2300	1,949,133.00	846,233.00	2,795,366.00	2,162,070.00	1,063,830.00	3,225,900.00	15.4%
Clerical, Technical and Office Salaries		2400	12,654,575.00	954,966.00	13,609,541.00	13,398,583.00	983,536.00	14,382,119.00	5.7%
Other Classified Salaries		2900	3,078,484.00	752,490.00	3,830,974.00	3,091,597.00	761,290.00	3,852,887.00	0.6%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>35,975,337.00</b>	<b>22,506,428.00</b>	<b>58,481,765.00</b>	<b>36,864,840.00</b>	<b>23,000,393.00</b>	<b>59,865,233.00</b>	<b>2.4%</b>
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	14,959,542.00	2,987,749.00	17,947,291.00	18,444,037.00	3,550,591.00	21,994,628.00	22.6%
PERS		3201-3202	3,720,536.00	2,316,557.00	6,037,093.00	3,920,249.00	2,444,319.00	6,364,568.00	5.4%
OASDI/Medicare/Alternative		3301-3302	4,968,432.00	2,038,529.00	7,006,961.00	5,104,565.00	2,037,369.00	7,141,934.00	1.9%
Health and Welfare Benefits		3401-3402	29,345,288.00	9,501,977.00	38,847,265.00	30,634,371.00	9,461,721.00	40,096,092.00	3.2%
Unemployment Insurance		3501-3502	102,259.00	28,551.00	130,810.00	104,162.00	28,619.00	132,781.00	1.5%
Workers' Compensation		3601-3602	3,067,033.00	856,805.00	3,923,838.00	3,126,136.00	881,226.00	4,007,362.00	2.1%
OPEB, Allocated		3701-3702	539,696.00	153,022.00	692,718.00	560,995.00	153,397.00	714,392.00	3.1%
OPEB, Active Employees		3751-3752	1,589,774.00	442,861.00	2,032,635.00	1,619,417.00	449,637.00	2,069,054.00	1.8%
Other Employee Benefits		3901-3902	2,538,597.00	51,237.00	2,589,834.00	2,544,800.00	53,405.00	2,598,205.00	0.3%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>60,831,157.00</b>	<b>18,377,288.00</b>	<b>79,208,445.00</b>	<b>66,058,732.00</b>	<b>19,060,284.00</b>	<b>85,119,016.00</b>	<b>7.5%</b>
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	195,966.00	1,406,172.00	1,602,138.00	20,000.00	3,255,892.00	3,275,892.00	104.5%
Books and Other Reference Materials		4200	13,979.00	9,300.00	23,279.00	0.00	2,500.00	2,500.00	-89.3%
Materials and Supplies		4300	5,390,101.00	4,269,570.00	9,659,671.00	5,954,839.00	3,899,461.00	9,854,300.00	2.0%
Noncapitalized Equipment		4400	1,134,425.00	472,164.00	1,606,589.00	2,807,004.00	538,335.00	3,345,339.00	108.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>6,734,471.00</b>	<b>6,157,206.00</b>	<b>12,891,677.00</b>	<b>8,781,843.00</b>	<b>7,696,188.00</b>	<b>16,478,031.00</b>	<b>27.8%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	20,000.00	2,882,001.00	2,902,001.00	20,000.00	2,578,112.00	2,598,112.00	-10.5%
Travel and Conferences		5200	354,867.00	495,688.00	790,555.00	311,675.00	298,305.00	609,980.00	-22.8%
Dues and Memberships		5300	91,660.00	4,900.00	96,560.00	87,865.00	2,700.00	90,565.00	-6.2%
Insurance		5400 - 5450	2,600,000.00	0.00	2,600,000.00	2,655,000.00	0.00	2,655,000.00	2.1%
Operations and Housekeeping Services		5500	12,375,000.00	0.00	12,375,000.00	13,200,000.00	0.00	13,200,000.00	6.7%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,202,474.00	3,750,736.00	6,953,210.00	3,592,870.00	3,361,450.00	6,954,320.00	0.0%
Transfers of Direct Costs		5710	(552,632.00)	552,632.00	0.00	(479,819.00)	479,819.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(128,057.00)	0.00	(128,057.00)	(126,479.00)	0.00	(126,479.00)	-1.2%
Professional/Consulting Services and Operating Expenditures		5800	5,169,600.00	5,717,004.00	10,886,604.00	3,045,512.00	5,154,432.00	8,199,944.00	-24.7%
Communications		5900	651,734.00	3,000.00	654,734.00	648,950.00	3,500.00	652,450.00	-0.3%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>23,784,646.00</b>	<b>13,345,961.00</b>	<b>37,130,607.00</b>	<b>22,955,574.00</b>	<b>11,878,318.00</b>	<b>34,833,892.00</b>	<b>-6.2%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	1,126,814.00	4,371,584.00	5,498,398.00	2,213,515.00	345,515.00	2,559,030.00	-53.5%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>1,126,814.00</b>	<b>4,371,584.00</b>	<b>5,498,398.00</b>	<b>2,213,515.00</b>	<b>345,515.00</b>	<b>2,559,030.00</b>	<b>-53.5%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	20,500.00	0.00	20,500.00	0.00	0.00	0.00	-100.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	20,948.00	20,948.00	0.00	21,000.00	21,000.00	0.2%
Payments to County Offices		7142	4,276,652.00	5,192,000.00	9,468,652.00	5,085,689.00	5,392,000.00	10,477,689.00	10.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		310,985.00	310,985.00		239,219.00	239,219.00	-23.1%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	3,068,750.00	38,717.00	3,107,467.00	1,250,000.00	0.00	1,250,000.00	-59.8%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	48,297.00	0.00	48,297.00	24,228.00	0.00	24,228.00	-49.8%
Other Debt Service - Principal		7439	737,436.00	0.00	737,436.00	761,473.00	0.00	761,473.00	3.3%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>8,151,635.00</b>	<b>5,562,650.00</b>	<b>13,714,285.00</b>	<b>7,121,390.00</b>	<b>5,652,219.00</b>	<b>12,773,609.00</b>	<b>-6.9%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>									
Transfers of Indirect Costs		7310	(3,563,225.00)	3,563,225.00	0.00	(2,747,604.00)	2,747,604.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(629,155.00)	0.00	(629,155.00)	(603,944.00)	0.00	(603,944.00)	-4.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(4,192,380.00)</b>	<b>3,563,225.00</b>	<b>(629,155.00)</b>	<b>(3,351,548.00)</b>	<b>2,747,604.00</b>	<b>(603,944.00)</b>	<b>-4.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>299,945,565.00</b>	<b>107,452,193.00</b>	<b>407,397,758.00</b>	<b>313,189,117.00</b>	<b>103,403,204.00</b>	<b>416,592,321.00</b>	<b>2.3%</b>

Description	Resource Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>INTERFUND TRANSFERS</b>									
<b>INTERFUND TRANSFERS IN</b>									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>									
<b>SOURCES</b>									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>									
Contributions from Unrestricted Revenues		8980	(51,604,592.00)	51,604,592.00	0.00	(54,447,619.00)	54,447,619.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(51,604,592.00)	51,604,592.00	0.00	(54,447,619.00)	54,447,619.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>									
(a - b + c - d + e)			(51,604,592.00)	51,604,592.00	0.00	(54,447,619.00)	54,447,619.00	0.00	0.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	335,216,262.00	0.00	335,216,262.00	371,380,019.00	0.00	371,380,019.00	10.8%
2) Federal Revenue		8100-8299	30,225.00	17,788,377.00	17,818,602.00	1,000.00	16,199,878.00	16,200,878.00	-9.1%
3) Other State Revenue		8300-8599	11,891,896.00	29,897,939.00	41,789,835.00	8,476,806.00	30,445,467.00	38,922,273.00	-6.9%
4) Other Local Revenue		8600-8799	6,954,222.00	340,163.00	7,294,385.00	3,927,115.00	288,800.00	4,215,915.00	-42.2%
5) TOTAL, REVENUES			354,092,605.00	48,026,479.00	402,119,084.00	383,784,940.00	46,934,145.00	430,719,085.00	7.1%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction	1000-1999		200,480,882.00	65,402,660.00	265,883,542.00	206,910,538.00	61,081,555.00	267,992,093.00	0.8%
2) Instruction - Related Services	2000-2999		31,391,733.00	9,028,338.00	40,420,071.00	33,053,117.00	8,459,118.00	41,512,235.00	2.7%
3) Pupil Services	3000-3999		21,251,221.00	11,022,394.00	32,273,615.00	24,162,770.00	11,507,321.00	35,670,091.00	10.5%
4) Ancillary Services	4000-4999		2,730,301.00	0.00	2,730,301.00	2,682,578.00	0.00	2,682,578.00	-1.7%
5) Community Services	5000-5999		5,988.00	0.00	5,988.00	0.00	0.00	0.00	-100.0%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		11,797,550.00	3,563,225.00	15,360,775.00	13,284,131.00	2,747,604.00	16,031,735.00	4.4%
8) Plant Services	8000-8999		24,136,255.00	12,872,926.00	37,009,181.00	25,974,593.00	13,955,387.00	39,929,980.00	7.9%
9) Other Outgo	9000-9999	Except 7600-7699	8,151,635.00	5,562,650.00	13,714,285.00	7,121,390.00	5,652,219.00	12,773,609.00	-6.9%
10) TOTAL, EXPENDITURES			299,945,565.00	107,452,193.00	407,397,758.00	313,189,117.00	103,403,204.00	416,592,321.00	2.3%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			54,147,040.00	(59,425,714.00)	(5,278,674.00)	70,595,823.00	(56,469,059.00)	14,126,764.00	-367.6%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(51,604,592.00)	51,604,592.00	0.00	(54,447,619.00)	54,447,619.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(51,604,592.00)	51,604,592.00	0.00	(54,447,619.00)	54,447,619.00	0.00	0.0%

Description	Function Codes	Object Codes	2014-15 Estimated Actuals			2015-16 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			2,542,448.00	(7,821,122.00)	(5,278,674.00)	16,148,204.00	(2,021,440.00)	14,126,764.00	-367.6%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	18,808,313.00	14,569,300.00	33,377,613.00	21,350,761.00	6,748,178.00	28,098,939.00	-15.8%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			18,808,313.00	14,569,300.00	33,377,613.00	21,350,761.00	6,748,178.00	28,098,939.00	-15.8%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			18,808,313.00	14,569,300.00	33,377,613.00	21,350,761.00	6,748,178.00	28,098,939.00	-15.8%
2) Ending Balance, June 30 (E + F1e)			21,350,761.00	6,748,178.00	28,098,939.00	37,498,965.00	4,726,738.00	42,225,703.00	50.3%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	175,000.00	0.00	175,000.00	175,000.00	0.00	175,000.00	0.0%
Stores		9712	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Prepaid Expenditures		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted			0.00	6,748,178.00	6,748,178.00	0.00	4,726,738.00	4,726,738.00	-30.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	10,263,059.00	0.00	10,263,059.00	3,762,000.00	0.00	3,762,000.00	-63.3%
Recovery List Part I Carryover	0000	9780				2,262,000.00		2,262,000.00	
Site Gift Carryover	0000	9780				1,500,000.00		1,500,000.00	
Recovery List Part I	0000	9780	2,822,000.00		2,822,000.00				
ADA adjustment 14-15 to 15-16	0000	9780	516,059.00		516,059.00				
Site Supply Carryover	0000	9780	750,000.00		750,000.00				
Site Gift Carryover	0000	9780	1,500,000.00		1,500,000.00				
Teacher Development Carryover	0000	9780	100,000.00		100,000.00				
Common Core Staff Development Carry	0000	9780	1,000,000.00		1,000,000.00				
1:1 Device Carryover	0000	9780	3,100,000.00		3,100,000.00				
LCFF Supplemental Carryover	0000	9780	400,000.00		400,000.00				
Growth	0000	9780	75,000.00		75,000.00				
e) Unassigned/unappropriated									
Reserve for Economic Uncertainties		9789	10,300,000.00	0.00	10,300,000.00	11,300,000.00	0.00	11,300,000.00	9.7%
Unassigned/Unappropriated Amount		9790	462,702.00	0.00	462,702.00	22,111,965.00	0.00	22,111,965.00	4678.9%

<b>Resource</b>	<b>Description</b>	<b>2014-15 Estimated Actuals</b>	<b>2015-16 Budget</b>
5640	Medi-Cal Billing Option	216,258.00	0.00
6230	California Clean Energy Jobs Act	629,370.00	629,370.00
6300	Lottery: Instructional Materials	1,854,106.00	0.00
6512	Special Ed: Mental Health Services	4,048,444.00	4,097,368.00
Total, Restricted Balance		6,748,178.00	4,726,738.00



**2015-16 Adopted Budget**

**Reasons for Assigned and Unassigned Ending Fund Balances Above the State Recommended Minimum Level**

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

District: Capistrano Unified School District

Combined Assigned and Unassigned Fund Balances		2015-16
Fund	Fund Description	
01	General Fund/County School Service Fund	\$36,983,965.00
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$0.00
		Fund 01, Objects 9780/9789/9790
		Fund 17 Objects 9780/9789/9790
	Total Assigned and Unassigned Fund Balance	\$36,983,965.00
	District Standard Reserve Level	2.0%
	Less: Reserve for Economic Uncertainties	\$8,325,383.00
		Form 01CS Line 10B-4
		Form 01CS Line 10B-7
	<b>Fund Balance that Requires a Statement of Reasons</b>	<b>\$28,638,582.00</b>

Reasons for Assigned and Unassigned Ending Fund Balances Above the State Recommended Minimum Level		
Form	Fund	2015-16 Reasons
01	General Fund/County School Service Fund	\$ 14,771,422.00 May Revise additional revenues
		\$ 2,974,617.00 Reserve for Economic Uncertainties above 2%
		\$ 2,262,000.00 Recovery List Part I One Time Expenditures
		\$ 1,500,000.00 Estimated Gift Account Reserve
		\$ 6,000,000.00 Recovery List Part II Items not yet budgeted
		\$ 1,130,543.00 Reserve for Proposition 30 ending in 18/19
17	Special Reserve Fund for Other Than Capital Outlay Projects	\$ -
		<b>Total of Substantiated Needs \$ 28,638,582.00</b>



## SSC School District and Charter School Financial Projection Dartboard 2015-16 May Revision

**5-46**

This version of SSC's Financial Projection Dartboard is based on the 2015-16 May Revision. We have updated the cost-of-living adjustment (COLA), Consumer Price Index (CPI), and ten-year T-bill planning factors per the latest economic forecasts. We have also updated the Local Control Funding Formula (LCFF) factors. We rely on various state agencies and outside sources in developing these factors, but we assume responsibility for them with the understanding that they are general guidelines.

<b>LCFF ENTITLEMENT FACTORS</b>				
Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2014-15 Initial Grants	\$7,011	\$7,116	\$7,328	\$8,491
COLA at 1.02%	\$72	\$73	\$75	\$87
2015-16 Base Grants	\$7,083	\$7,189	\$7,403	\$8,578

Entitlement Factors per ADA	K-3	4-6	7-8	9-12
2015-16 Base Grants	\$7,083	\$7,189	\$7,403	\$8,578
Adjustment Factors	10.40% CSR	-	-	2.6% CTE
CSR and CTE amounts	\$737	-	-	\$223
2015-16 Adjusted Base Grants	\$7,820	\$7,189	\$7,403	\$8,801

Supplemental Grants (% Adj. Base)	20%	20%	20%	20%
Concentration Grants	50%	50%	50%	50%
Concentration Grant Threshold	55%	55%	55%	55%

<b>LCFF DARTBOARD FACTORS</b>						
Factor	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
LCFF Planning Factors	SSC Simulator <sup>1</sup>	SSC Simulator <sup>1</sup>	SSC Simulator <sup>2</sup>	SSC Simulator <sup>2</sup>	SSC Simulator <sup>2</sup>	-
SSC LCFF Recommended Gap Funding Percentage	29.97%	53.08%	12.62%	18.24%	20.58%	-
Department of Finance	29.97%	53.08%	37.40%	36.74%	20.97%	-

<b>PLANNING FACTORS</b>							
Factor	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	
Statutory COLA	0.85%	1.02%	1.60%	2.48%	2.87%	2.50%	
COLA on state and local share only of Special Education, Child Nutrition, American Indian Education Centers/American Indian Early Childhood Education	0.85%	1.02%	1.60%	2.48%	2.87%	2.50%	
California CPI	1.40%	2.20%	2.40%	2.60%	2.70%	2.50%	
California Lottery <sup>3</sup>	Base	\$128	\$128	\$128	\$128	\$128	
	Proposition 20	\$34	\$34	\$34	\$34	\$34	
Interest Rate for Ten-Year Treasuries	2.20%	2.40%	2.80%	3.00%	3.10%	2.90%	
CalPERS Employer Rate	11.771%	11.847%	13.05%	16.60% <sup>4</sup>	18.20%	19.90%	
CalSTRS Employer Rate	8.88%	10.73%	12.58%	14.43%	16.28%	18.13%	

<b>RESERVES</b>		
State Reserve Requirement	District ADA Range	Reserve Plan <sup>5</sup>
The greater of 5% or \$64,000	0 to 300	SSC recommends one year's increment of planned revenue growth
The greater of 4% or \$64,000	301 to 1,000	
3%	1,001 to 30,000	
2%	30,001 to 400,000	
1%	400,001 and higher	

<sup>1</sup> Go to the SSC LCFF Simulator™ at [www.sscal.com](http://www.sscal.com). Your LCFF amounts for multiyear planning purposes will be provided based on your district-specific data.

<sup>2</sup> For the forecast years, the total dollar amount needed to fund the statutory COLA is applied to the SSC LCFF Simulator™.

<sup>3</sup> The forecast for Lottery funding per ADA includes both base (unrestricted) funding and the amount restricted by Proposition 20 (2000) for instructional materials. Lottery funding is initially based on prior-year annual ADA—and is ultimately based on current-year annual ADA—multiplied by the historical statewide average excused absence factor of 1.04446. Starting in 2015-16, Adult Education ADA and ROC/P ADA will no longer be included in Lottery funding per Government Code Section 8880.5(a)(2).

<sup>4</sup> CalPERS provided these estimates in 2014 and has not yet issued revised estimates.

<sup>5</sup> District reserve requirements as stated in the State Board of Education (SBE) adopted criteria and standards based solely on district size are not as relevant when financial volatility and exposure is disparate under the LCFF. We recommend that every district first observe the current SBE-required reserve for the traditional economic uncertainties. We also recommend the establishment of a separate reserve based on the annual LCFF revenue increase projected for the district in Year 2 and Year 3 of the multiyear projection. We recommend that the district develop a plan to, over time, set aside one year's growth in LCFF funding as a reserve due to the potential volatility inherent in state revenues. Within that set aside, we also recommend assigning the supplemental and concentration dollars.



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

June 10, 2015

**PROPOSED REFINANCING OF COMMUNITY FACILITIES DISTRICT  
98-2 (LADERA) AND 2004-1 (RANCHO MADRINA) BONDS**

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**BACKGROUND INFORMATION**

The District actively monitors its debt portfolio to maintain good fiscal stewardship of its obligations. The District has identified refinancing opportunities this year for bonds issued by Community Facilities District (CFD) 98-2 (Ladera) and 2004-1 (Rancho Madrina). The District's strong fiscal track record includes refinancing CFD 90-2 IA 2002-1 (Talega) and CFD 92-1 (Las Flores) in 2013 and its School Facilities Improvement District #1 General Obligation Bonds and Certificates of Participation in 2012.

**CURRENT CONSIDERATIONS**

The District's financial advisor, Government Financial Strategies, will provide an information presentation that reviews the District's CFD bonds, discusses the potential refinancing opportunities, and suggests potential next steps.

**FINANCIAL IMPLICATIONS**

Based on current market interest rates, Government Financial Strategies is estimating that savings will be achieved from refinancing. The Mello-Roos Community Facilities District Act of 1982, as currently written, provides for the District to decide between allocating the savings toward facilities projects to benefit the CFD, or toward reducing the tax levies paid by the taxpayers in the CFD. Both options will be discussed in the information presentation.

**STAFF RECOMMENDATION**

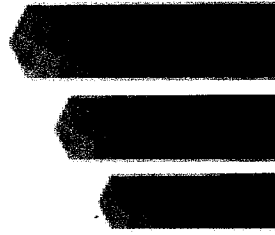
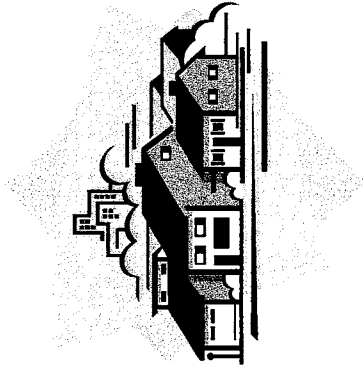
It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services, who will introduce this item and assist in answering any questions the Trustees may have. This is an information item only and no Board action is necessary.

EXHIBIT 5



# Capistrano Unified School District

## Continuing Our Financial Stewardship of Community Facilities Districts



Government  
Financial  
Strategies

Presented by Keith Weaver

June 10, 2015

# Tonight's Agenda

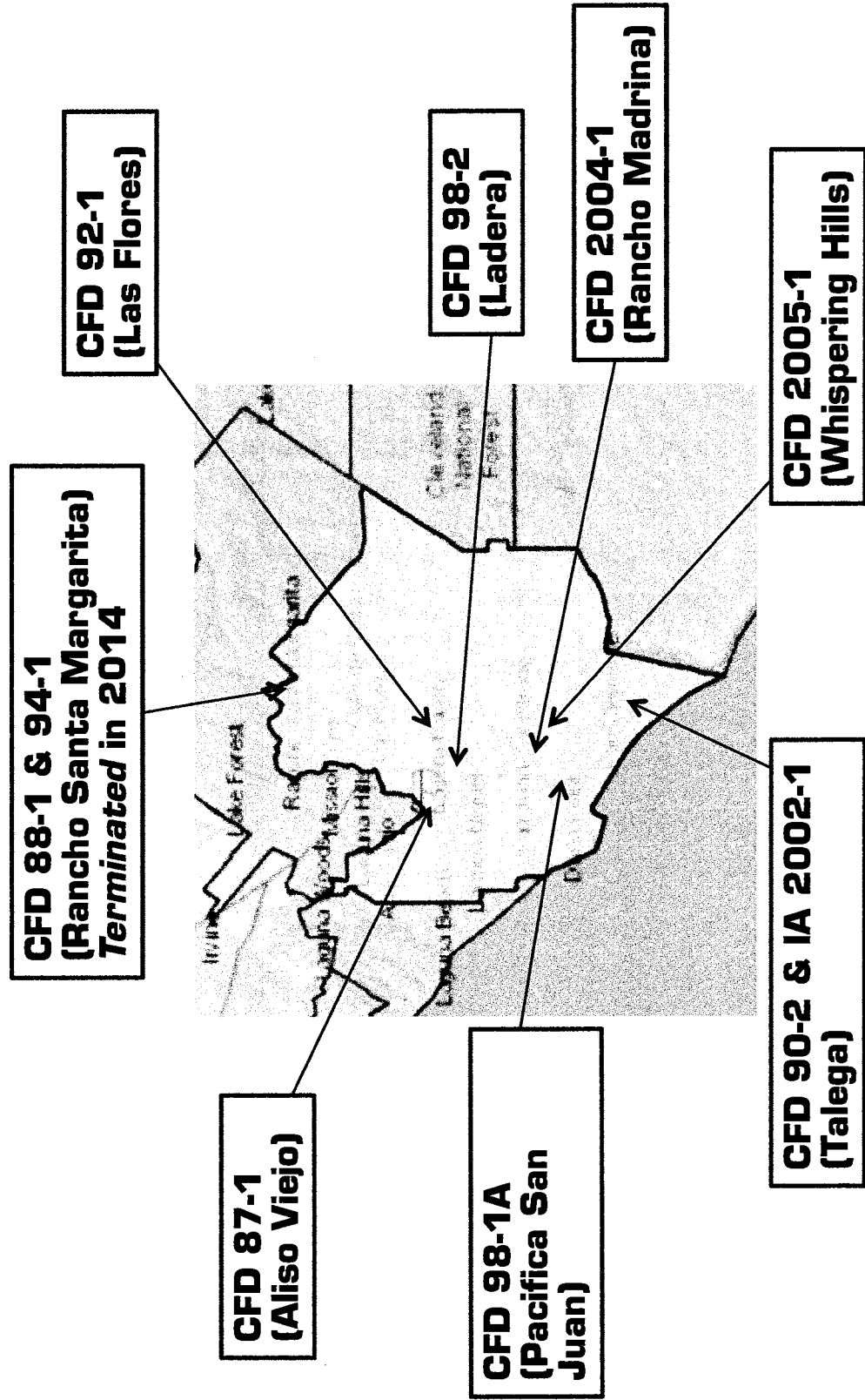
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- ◆ Overview of Community Facilities District Bonds
- ◆ Potential Refinancing Opportunities
- ◆ Next Steps

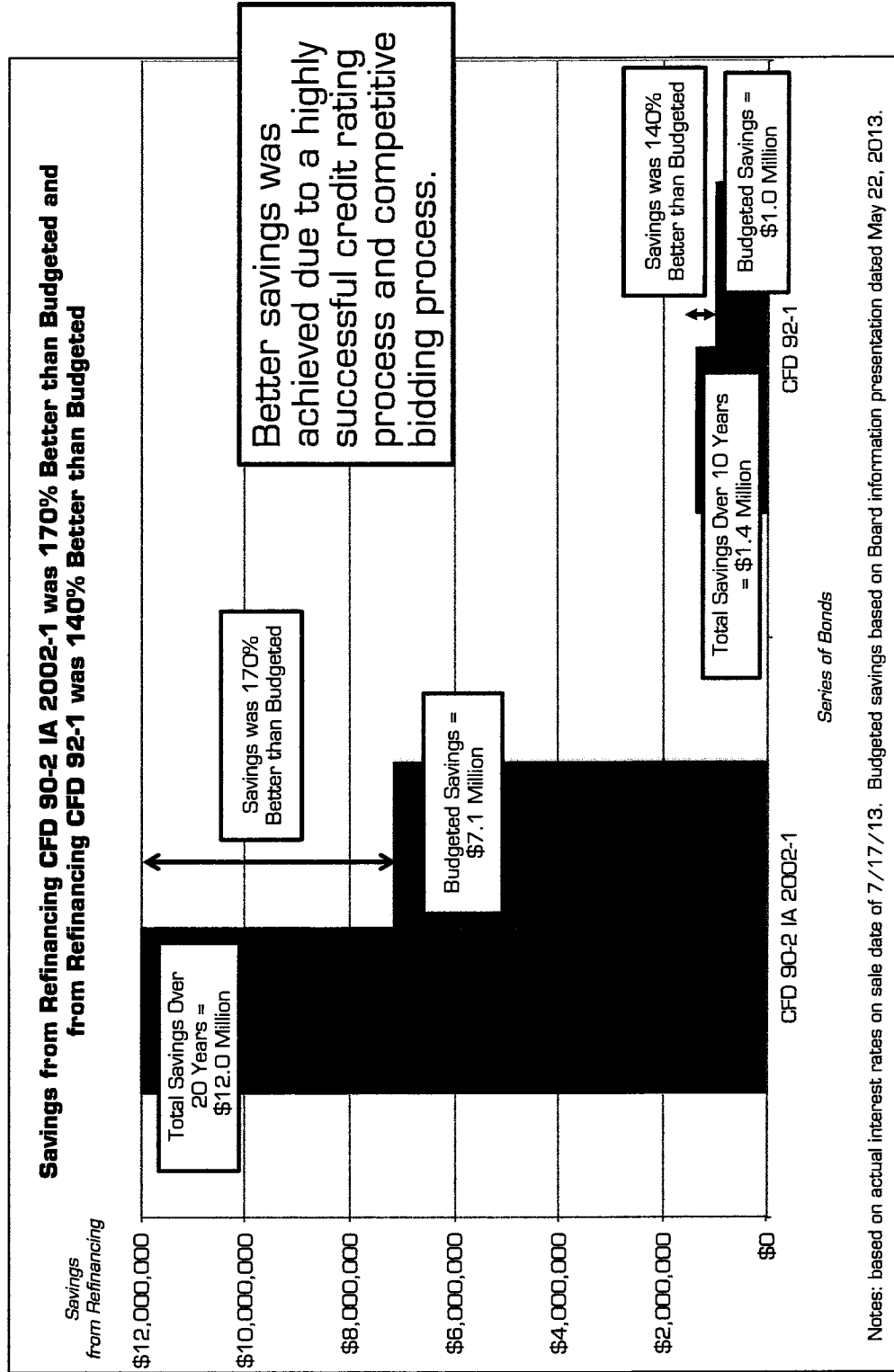




# Overview of CFDs in the District



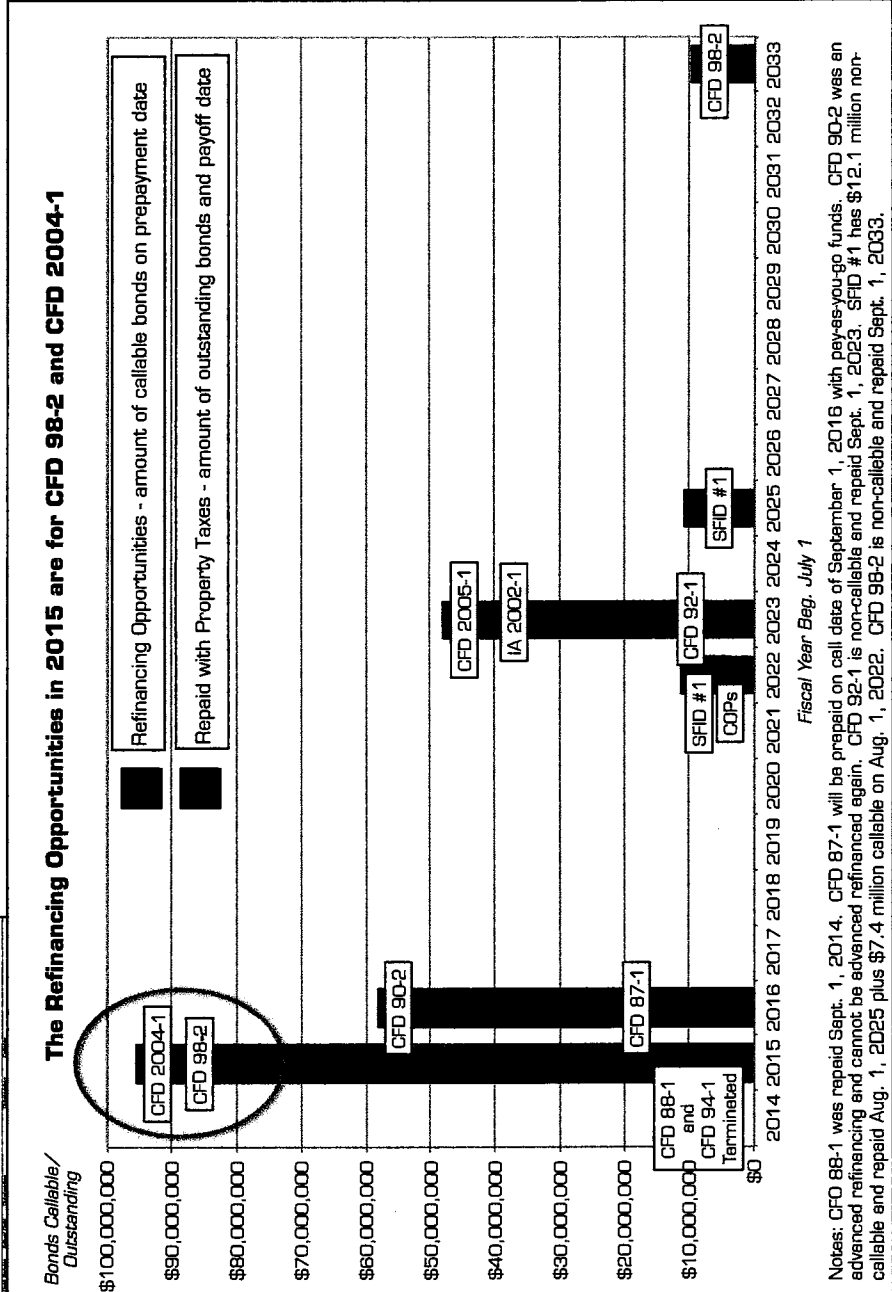
# Review of 2013 Refinancing Results



Better savings was achieved due to a highly successful credit rating process and competitive bidding process.

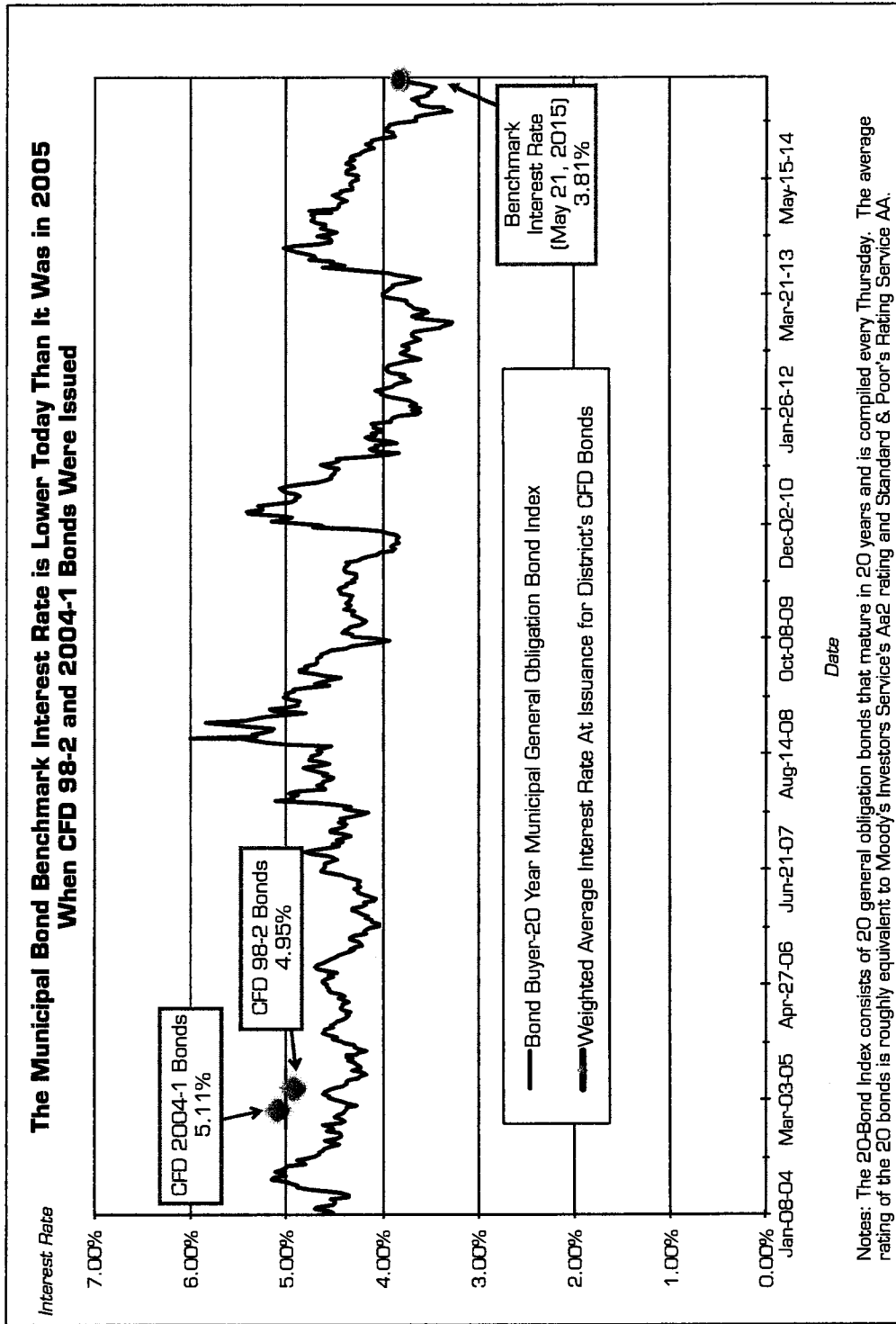
# Monitoring the District's Debt Portfolio

Series	Face Amount	Interest Rate	Maturity	Yield	Rating	Call Date	Call Price	Unamortized Premium	Unamortized Discount	Amortized Cost	Market Value
A	\$17,400,000	5.00%	08/01/20	5.00%	A	08/01/20	100.00%	\$0	\$0	\$17,400,000	\$17,400,000
B	\$17,400,000	5.00%	08/01/20	5.00%	A	08/01/20	100.00%	\$0	\$0	\$17,400,000	\$17,400,000
C	\$17,400,000	5.00%	08/01/20	5.00%	A	08/01/20	100.00%	\$0	\$0	\$17,400,000	\$17,400,000
D	\$17,400,000	5.00%	08/01/20	5.00%	A	08/01/20	100.00%	\$0	\$0	\$17,400,000	\$17,400,000
E	\$17,400,000	5.00%	08/01/20	5.00%	A	08/01/20	100.00%	\$0	\$0	\$17,400,000	\$17,400,000



Notes: CFD 88-1 was repaid Sept. 1, 2014. CFD 87-1 will be prepaid on call date of September 1, 2016 with pay-as-you-go funds. CFD 90-2 was an advanced refinancing and cannot be advanced refinanced again. CFD 92-1 is non-callable and repaid Sept. 1, 2023. SFD #1 has \$12.1 million non-callable and repaid Aug. 1, 2022 plus \$7.4 million callable on Aug. 1, 2022. CFD 98-2 is non-callable and repaid Sept. 1, 2033.

# Interest Rates are Lower Today

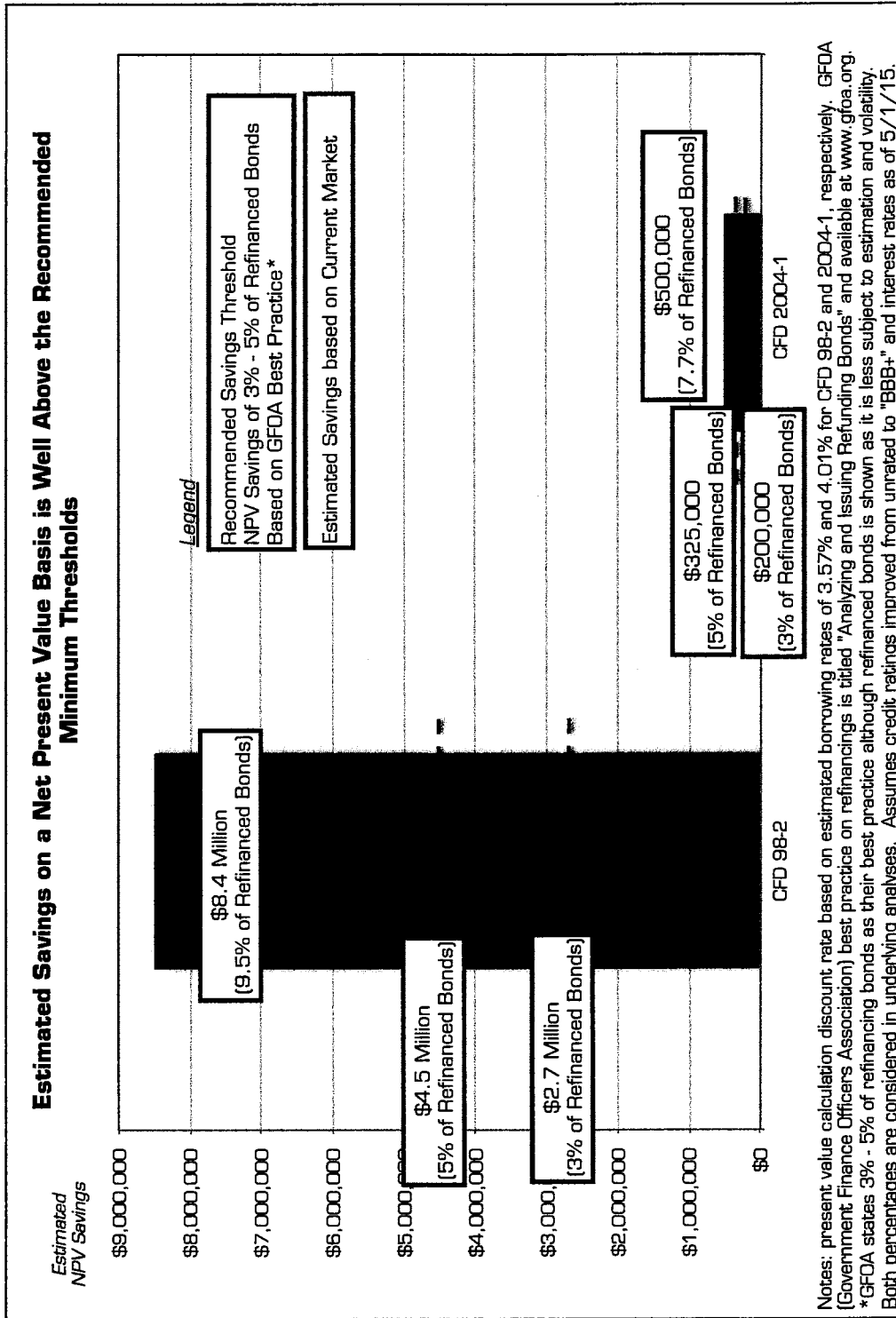


# Establishment of Minimum Savings

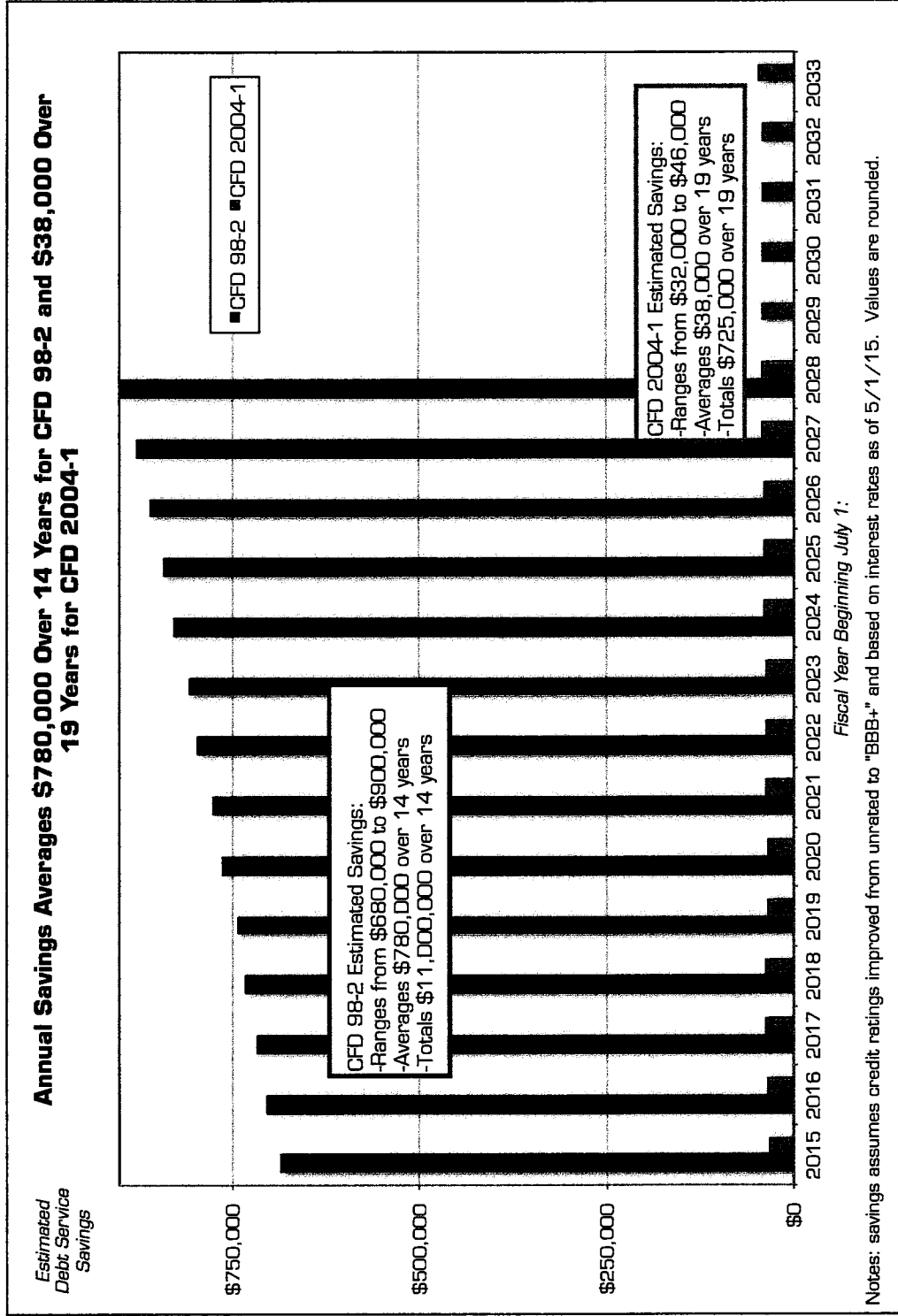
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- ◆ Since interest rates could increase or the reception to the CFD credit could be lower than expected, we recommend a minimum present value savings threshold to complete the refinancing.
  
- ◆ Based on Government Finance Officers Association (GFOA) Best Practices, we suggest a minimum present value savings threshold of 3% of the principal amount refinanced:
  - ▶ If the savings threshold cannot be achieved, the refinancing will be placed on hold.
  
- ◆ Almost all of the estimated upfront costs would only be paid if and when the refinancing is completed.

# NPV Savings "In Today's Dollars"



# Annual Savings Over Time

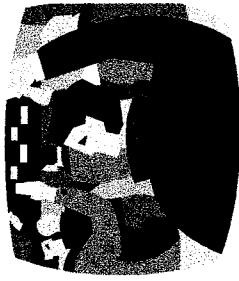


# Recommended Method of Sale

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◆ Two methods of selling bonds to underwriters/banks:

▶ Competitive



▶ Negotiated

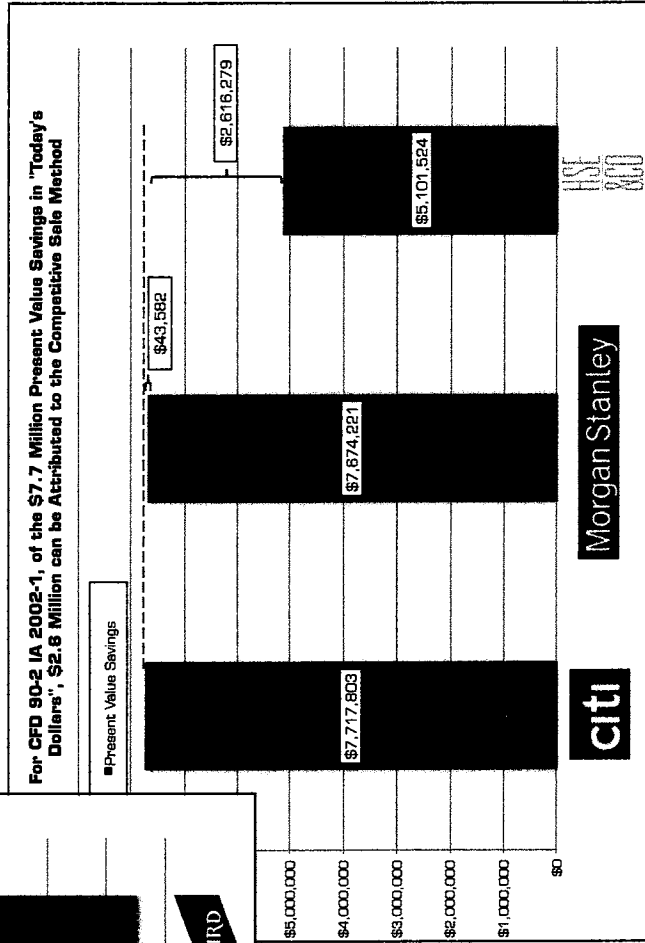
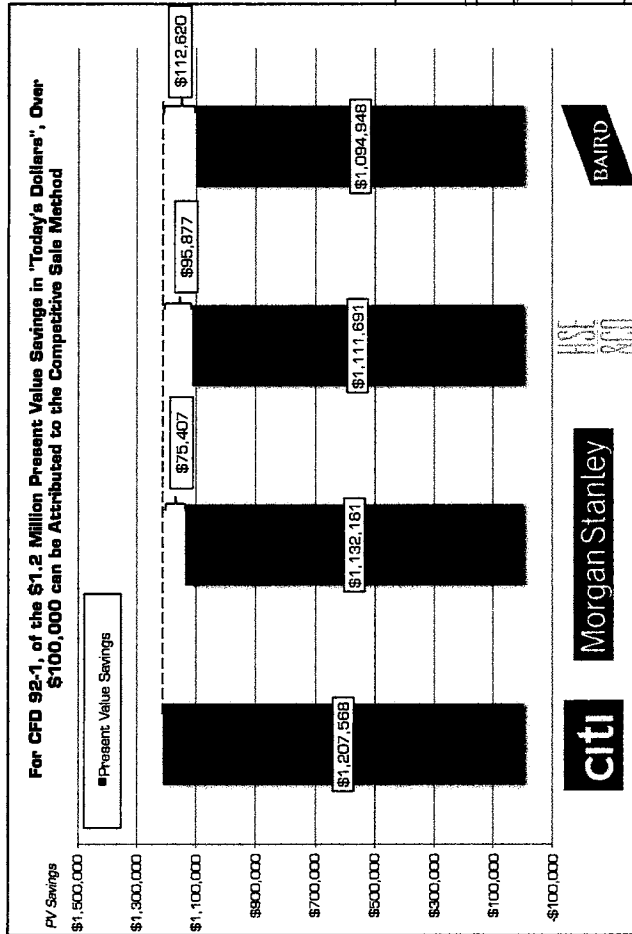


◆ Recommendation for the refinancings:

- ▶ Use a competitive bidding process to set interest rates.
  - Academic research supports the value of this approach.
  - District's experience supports the value of this approach.



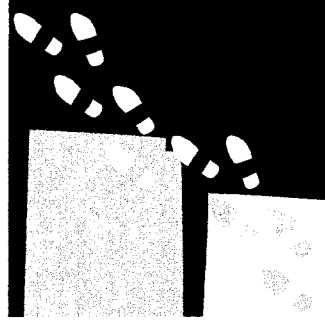
# Prior CFD Bond Bidding Results



# Next Steps

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- ◆ **Tonight:**
  - ▶ Information only.
- ◆ **Board Meeting on June 24:**
  - ▶ Board asked to consider resolution authorizing refinancings and approving the legal documents.
- ◆ **July 15:**
  - ▶ Bid process to sell bonds and interest rates locked.
- ◆ **July 30:**
  - ▶ Bonds closed and funds available for refinancing.
- ◆ **August 12:**
  - ▶ Results of refinancings presented to Board.
  - ▶ Board sets annual tax levies.
- ◆ **September 1:**
  - ▶ Bonds refinanced.



**"Empowering  
Students for  
Success"**



# **Capistrano Unified School District**

## **Road to Recovery Phase II**

**June 10, 2015**

# Road to Recovery Emphasis and Themes

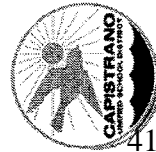
Throughout this past year, as funding for schools has begun to improve, a “**Road to Recovery**” has been discussed that would:

- **Maintain efficient operations**
- **Build reserves**
  - Maintain service levels to students even during short-term economic downturns. Avoid “feast or famine” budgeting
  - Students and staff thrive in a stable environment
- **Rebuild Deferred Maintenance Funding**
- **Recover services within the following theme areas:**
  - Safety
  - Student Services and Support
  - Curriculum and Instruction/Instructional Technology
  - Parent and Community Outreach
  - Operational Efficiency
- **Avoid deficit spending** when funding is stable
- In December 2014, the Board approved the first phase of recovery



# Focus Themes

- **Safety**
  - Maintenance services
  - Grounds-keeping services
  - Campus supervision
  - Campus emergency supplies
- **Student Services and Support**
  - Counseling, social/emotional support, and guidance services
  - Library services
  - Student Interventions
- **Curriculum and Instruction/Instructional Technology**
  - Chromebooks
  - Textbook adoption
  - Assessment system
  - Professional development
- **Parent and Community Outreach**
  - Communications support systems
  - School Loop
  - School Messenger
  - Naviance
- **Operational Efficiency**
  - Maintenance and Operations coordination
  - Personnel systems
  - Business Systems
  - Vehicle/equipment replacement



# Phase I

# Phase II

Funds Available		On-Going	One-Time
2014-2015		\$3.5M	\$7.9M
2015-2016		TBD	TBD
Focus Theme		Budget Allocation	
Safety		\$1.08M	\$760K
Student Services and Support		\$887K	\$4.3M
Curriculum and Instruction/Instructional Technology		\$556K	\$2.29M
Parent and Community Outreach		\$0	\$0
Operational Efficiency		\$977K	\$550K

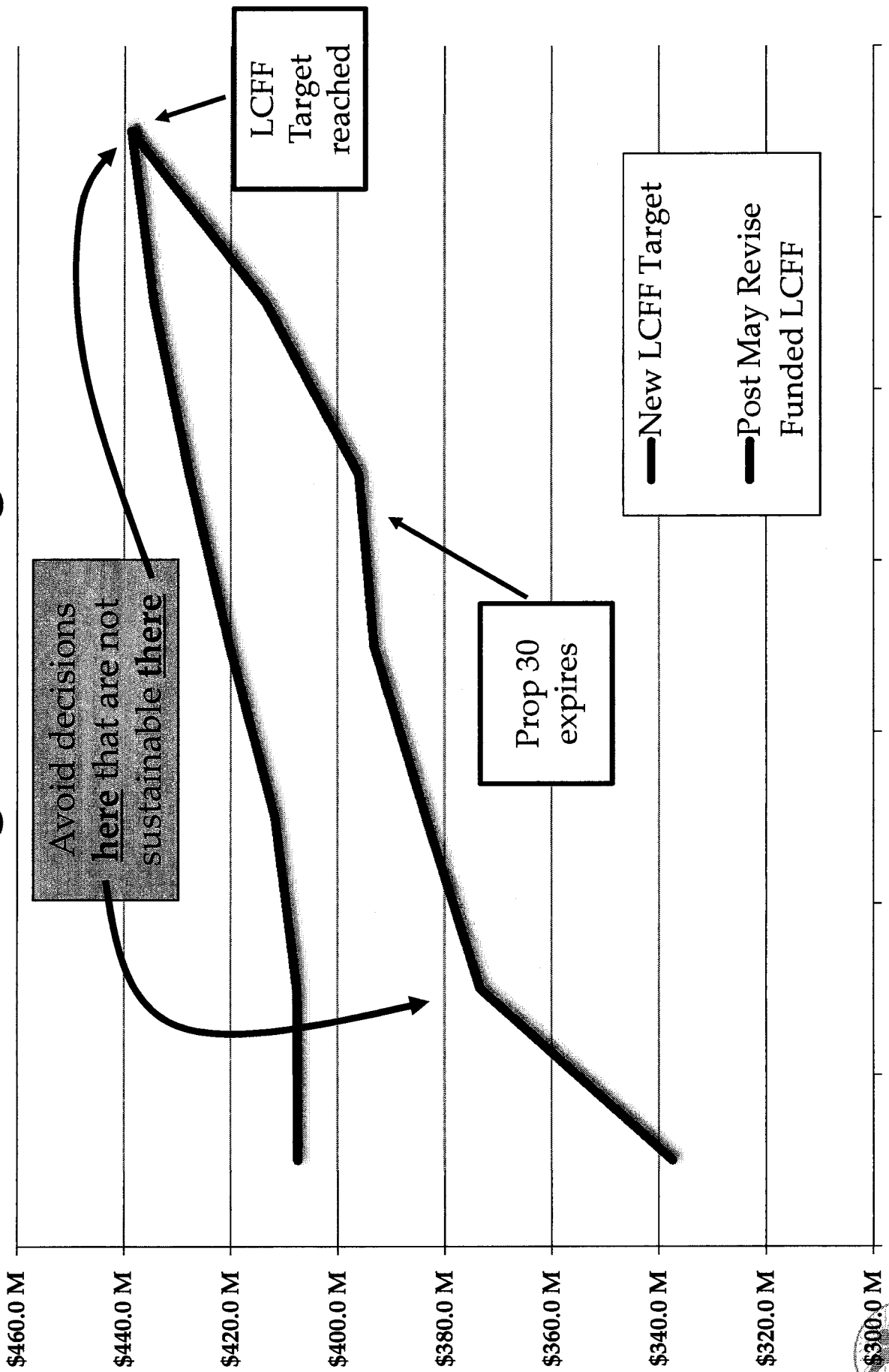
Funds Available <sup>[1]</sup>		On-Going	One-Time
2015-2016		\$3.7M	TBD
2016-2017		TBD	TBD
Focus Theme		Budget Allocation	
Safety		\$1.13M	\$0
Student Services and Support		\$1.62M	\$0
Curriculum and Instruction/Instructional Technology		\$500K	\$1.4M
Parent and Community Outreach		\$193K	\$0
Operational Efficiency		\$244K	\$1.3M

[1] Additional funds are now available as part of the Governor's May Revised Budget Proposal and will be addressed in the next Recovery Phase.

The Budget and Multi-Year Projection already includes increasing reserves and deferred maintenance funding. On-going funds are determined by the level of expenditure that avoids deficit spending in the multi-year projection. Additional expenditures in focus theme areas are also identified in the LCAP.



# LCFF Target Funding Levels



2014-2015 2015-2016 2016-2017 2017-2018 2018-2019 2019-2020 2020-2021 ● 5  
 LCFF Target based on 2007-2008 funding levels plus inflation. State expects to hit target in 2021





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

June 10, 2015

**RESOLUTION NO. 1415-45**

**AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS**

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**BACKGROUND INFORMATION**

Education Code §42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations by the District. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred.

**CURRENT CONSIDERATIONS**

Due to the nature of the current budget situation, it is necessary to secure flexibility to balance cash flow during the 2015-2016 school year.

This agenda item requests Board approval to authorize interfund loans between funds. These loans (cash transfers) will be made to and between the general fund, and various other District funds.

- Adult Education Fund (Fund 11)
- Child Development Fund (Fund 12)
- Cafeteria Fund (Fund 13)
- Deferred Maintenance Fund (Fund 14)
- Capital Facilities Fund (Fund 25)
- School Facilities Fund (Fund 39)
- Special Reserve Fund (Fund 40)
- Workers' Compensation Fund (Fund 68)
- Health and Welfare Fund (Fund 69) and
- Property & Liability Fund (Fund 70)

**FINANCIAL IMPLICATIONS**

Adoption of Resolution No. 1415-45 will have no financial impact on the income or expenditures of any District funds.

**STAFF RECOMMENDATION**

It is recommended the Board of Trustees adopt Resolution No. 1415-45, Authorization of Temporary Interfund Transfers.

EXHIBIT 7

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1415-45**

**AUTHORIZATION OF TEMPORARY INTERFUND TRANSFERS**

*WHEREAS*, Education Code §42603 authorizes the Board of Trustees to temporarily transfer money held in any fund to another fund for payment of obligations of the District, and

*WHEREAS*, such a transfer can be accounted for as temporary borrowing between funds and shall not be available for appropriation or be considered income to the borrowing fund, and

*WHEREAS*, no more than 75 percent of money held in any fund or account during a current fiscal year may be transferred pursuant to the provisions of this section during that fiscal year;

*BE IT RESOLVED* that the Board of Trustees authorizes the administration to make temporary interfund transfers.

*BE IT FURTHER RESOLVED* that the amounts transferred shall be repaid or transferred back to the original fund before the end of the fiscal year ending June 30, 2016, or in the following fiscal year if the transfer took place within the last 120 days of the fiscal year.

AYES: ( )

NOES ( )

ABSENT ( )

ABSTAIN ( )

I, Lynn Hatton-Hodson, President 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 10<sup>th</sup> day of June, 2015, by a roll call vote.

\_\_\_\_\_  
Lynn Hatton-Hodson  
President of the Board of Trustees

\_\_\_\_\_  
Martha McNicholas  
Clerk of the Board of Trustees



May 20, 2015

Dear CUSD Board,

Community Roots Academy professionals have worked collaboratively with CUSD professionals over the past several years. CUSD allocated space for CRA at Wood Canyon Elementary School since the summer of 2011 under in lieu of Prop 39 agreements. CRA has been able to remain and grow on the Wood Canyon site. Our enrollment has grown steadily from 110 in 2011-2012 to 594 2015-2016 with a projection of 684 for 2016-2017.

For the past several years CRA has been in communication with District Staff about CRA's need to be on our own campus with a multi-year lease. We have shared that this would enable CRA to grow to reach our capacity and enhance our educational program. We have had numerous meetings and written communications regarding this matter.

CRA has developed a presence and positive reputation in the local community. The overwhelming majority of the families we serve and who hold a place on our waitlist and those who intend to enroll, live in and around Aliso Viejo. Due to these factors, a school site in the following areas would meet the needs of the CRA families and those interested parents: Aliso Viejo, Laguna Niguel, San Juan Capistrano. Accordingly, we request that the District consider an in lieu of Proposition 39 arrangement that would allow a multi-year lease of an entire school site to support stability and growth of the CRA Program and community.

We understand the sensitivity of our request. We offer to collaborate with the District in any manner that makes sense.

Sincerely,

Jeremy Cavallaro and Eve Fein  
Co-Founders  
Co-Executive Directors  
Community Roots Academy

**Community Roots Academy**

Email: [info@communityrootsacademy.org](mailto:info@communityrootsacademy.org) Web Page: [www.communityrootsacademy.org](http://www.communityrootsacademy.org)  
23431 Knollwood P-35- Aliso Viejo - CA - 92656 - (949) 831-4272 (4CRA) Fax (949) 643-2434

EXHIBIT 8

1 of 2



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

June 3, 2015

TO: Kirsten M. Vital, Superintendent

FROM: Dr. Julie Hatchel, Assistant Superintendent, Communications and Community Relations

**SUBJECT: Community Roots Academy Request for Long-Term Lease**

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One of the District’s responsibilities in approving a charter school is to provide facilities for its program. While the District has provided facilities to Community Roots Academy (CRA) on the Wood Canyon campus through the 2015-2016 school year, CRA’s projected enrollment in 2016-2017 will require that the charter occupy its own facility. In order to be proactive and thoughtful in planning for this increase in enrollment, CRA has requested that the District and charter engage in a collaborative process to provide a long-term lease of a CUSD facility beginning in the 2016-2017 school year (see attached).

The following process and timeline is proposed to determine options for a long-term lease for CRA. Staff respectfully requests Trustee input regarding the analysis to be conducted in bringing forth a recommendation for long-term lease negotiations.

Date	Proposed Activity
6/10/15	<ul style="list-style-type: none"> <li>• Staff receives direction from Trustees regarding site analysis for CRA long-term lease. It is recommended that staff conduct an analysis of under-enrolled school sites within the District to determine where space may be available for charter expansion. Analysis will include:               <ul style="list-style-type: none"> <li>○ 2016-2017 enrollment projections</li> <li>○ Results of capacity study/open space on each campus</li> <li>○ Identification of current programs located on campuses</li> <li>○ Options for reassignment of students</li> </ul> </li> </ul>
6/24/15	<ul style="list-style-type: none"> <li>• Staff will provide a report/analysis of under-enrolled school sites to the Board of Trustees. The report will include a staff recommendation regarding a long-term lease placement for CRA beginning in the 2016-2017 school year.</li> </ul>



## **PROPOSED VISION, MISSION, and WIGs**

### **Proposed Vision:**

An unwavering commitment to student success.

### **Proposed Mission:**

To prepare our students to meet the challenges of a rapidly changing world.

### **Proposed Wildly Important Goals (WIGs):**

#### Teaching and Learning

Proposed:

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

#### Communications

Proposed:

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

#### Facilities

Proposed:

Optimize learning environments by engaging stakeholders to create safe, warm, dry, clean, cool, healthy, and functional facilities for all students.





CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1415-46

**AUTHORIZATION OF THE EXCHANGE OF CERTAIN REAL PROPERTY INTERESTS WITH THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, APPROVING AN AMENDMENT TO AN ACCESS EASEMENT, APPROVING A RECIPROCAL PARKING LICENSE, ACCEPTING A BACKFLOW PREVENTER EASEMENT, AND TAKING RELATED ACTIONS**

*WHEREAS*, the Capistrano Unified School District (District) owns certain real property described in Exhibit 1, which is attached hereto and incorporated herein by this reference, on which is operates San Juan Hills High School (District Property); and

*WHEREAS*, the Corporation of the Presiding Bishop of the Church of Jesus Christ of the Latter-Day Saints (LDS Church) owns certain real property adjacent to the District Property, more particularly described in Exhibit 2, which is attached hereto and incorporated herein by this reference (LDS Property); and

*WHEREAS*, the LDS Church desires to obtain from the District an amendment to an existing access easement, previously granted by the District to Whispering Hills, LLC, to provide for ingress and egress access to the LDS Property across the District Property as more particularly described in Exhibit 3, which is attached hereto and incorporated herein by this reference (Access Easement Amendment); and

*WHEREAS*, the LDS desires the Access Easement for purposes of constructing roadways, installing utility services and a minimum of two curb cuts, and providing vehicular and pedestrian ingress and egress to the LDS Property; and

*WHEREAS*, the District desires to obtain from the LDS Church an easement over the LDS Property for purposes of allowing the District to operate, maintain, repair, and replace an existing backflow prevention devise and appurtenances, including pipelines, utilities, and other appurtenances reasonably necessary for such purposes (Backflow Prevention Easement); and

*WHEREAS*, the Backflow Prevention Easement is more particularly described in Exhibit 4, which is attached hereto and incorporated herein by this reference; and

*WHEREAS*, the LDS Church and District mutually desire to obtain from the other a license to allow for overflow parking at particular times on the District Property and LDS Property, respectively; and

*WHEREAS*, the terms of the reciprocal parking license (Reciprocal Parking License Agreement) are attached hereto as Exhibit 5, and incorporated herein by this reference; and

*WHEREAS*, the District and LDS Church have agreed that the District shall grant to the LDS Church the Access Easement Amendment and rights to be conferred to the LDS Church within the Reciprocal Parking License Agreement, in exchange for the LDS Church's grant to the District of the Backflow Prevention Easement and rights to be conferred to the District within the Reciprocal Parking License Agreement; and

*WHEREAS*, the District's authority to exchange property rights with a property owner is governed by Article 10 (commencing with §17536) of Chapter 4 of Part 10.5 of Division 1 of Title 1 of the Education Code; and

*WHEREAS*, Education Code §§17536 and 17537 provide that the District may agree to exchange any of the District's real property for that of another person or private business upon the terms and conditions agreed upon by the District and the other party without the need to comply with any other provision of the Education Code, provided the District's Board of Trustees (Board) adopts, by a two-thirds vote of its members, a resolution declaring its intention to so exchange such property.

NOW, THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Board of Trustees hereby declares its intention to grant the Access Easement and Reciprocal Parking License to the LDS Church, in exchange for the Backflow Prevention Easement and Reciprocal Parking License.

Section 3. The Board of Trustees hereby approves the Access Easement, Reciprocal Parking License, and Backflow Prevention Easement, as set forth in Exhibits 3, 4 and 5, respectively.

Section 4. The Board of Trustees hereby authorizes and directs the Superintendent, or the Superintendent's designee, in conjunction with representatives from the LDS Church, to cause the Access Easement, Reciprocal Parking License, and Backflow Prevention Easement to be properly executed, notarized, accepted, and recorded, as applicable and necessary to effectuate the purpose of this Resolution.

Section 5. The Board of Trustees hereby authorizes the Superintendent, or Superintendent's designee, to take such action as may be reasonably necessary to effectuate the purpose of this Resolution, and complete the exchange contemplated herein.

Section 6. This Resolution shall be effective immediately upon adoption by the Board of Trustees.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on June 10, 2015, by the following vote:

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

I, Kristen 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 June 10, 2015, by a roll call vote.

---

Martha McNicholas  
Clerk of the Board of Trustees

---

Kristen M. Vital,  
Secretary of the Board of Trustees

## **EXHIBIT 1**

### **LEGAL DESCRIPTION OF DISTRICT PROPERTY**

**Lot Q of Tract No. 16634, in the City of San Juan Capistrano, County of Orange, State of California, as per map filed in Book 884, Pages 33 through 50, inclusive, of maps, in the office of the County Recorder of said county.**

**Also excepting therefrom an undivided one-half interest in all the oil, gas and other hydrocarbon substances in, upon and under said land, together with the income accruing therefrom, as reserved by Howard L. Krum and Fay Wildon Krum, husband and wife, by deed recorded June 8, 1956, in book 3538, page 550 of official records and re-recorded July 20, 1956, in book 3584, page 339 of official records.**

**Also, less and excepting therefrom those parcels described in that certain Grant Deed dated August 15, 2011 between Capistrano Unified School District and Rancho San Juan Development LLC as recorded in Official Records in County of Orange, State of California, on August 23, 2011 as entry number 2011000416546.**

## EXHIBIT 2

### LEGAL DESCRIPTION OF LDS PROPERTY

That portion of the "Remainder Parcel" of Tract No. 16634, in the City of San Juan Capistrano, County of Orange, State of California, as shown on a Map thereof, filed in Book 884, Pages 33 through 50, inclusive, of Miscellaneous Maps, records of Orange County, together with a portion of Parcel "B" and a portion of Parcel "C" as described in a Deed to Rancho San Juan Development LLC, recorded August 23, 2011 as Instrument No. 2011000416545 of Official Records of said County, described in whole, as follows:

**BEGINNING** at the most easterly corner of said "Remainder Parcel";

Thence, along the boundary of said "Remainder Parcel" South  $67^{\circ}13'56''$  West, 211.57 feet, to the beginning of a tangent curve, concave northerly and having a radius of 1058.62 feet;

Thence, continuing along said boundary, westerly 63.86 feet, along said curve, through a central angle of  $03^{\circ}27'22''$ ;

Thence, continuing along said boundary, non-tangent from said curve, North  $19^{\circ}17'33''$  West, 5.19 feet, to the beginning of a non-tangent curve, concave northeasterly and having a radius of 35.00 feet, a radial line of said curve to said point having a bearing of South  $11^{\circ}46'56''$  West, said point being the most southerly corner of said Parcel "C";

Thence, along the boundary of said Parcel "C", northwesterly, 35.99 feet, along said curve, through a central angle of  $58^{\circ}55'27''$ ;

Thence, continuing along last said boundary, tangent from said curve, North  $19^{\circ}17'37''$  West, 467.34 feet, to the beginning of a non-tangent curve, concave easterly and having a radius of 168.00 feet, a radial line of said curve to said point having a bearing of South  $86^{\circ}54'24''$  West;

Thence, continuing along said boundary and along the boundary of Parcel "C" as described in a Deed to Capistrano Unified School District, recorded August 23, 2011, as Instrument No. 2011000416547 of Official Records of said County, northerly 64.73 feet, along said curve, through a central angle of  $22^{\circ}04'39''$ ;

Thence, continuing along last said boundary, tangent from said curve, North  $18^{\circ}59'03''$  East, 72.05 feet, to the beginning of a tangent curve, concave westerly and having a radius of 218.00 feet;

Thence, continuing along said boundary and along the boundary of said Parcel "B" northerly 211.67 feet, along said curve, through a central angle of  $55^{\circ}37'56''$ ;

Thence, non-tangent from said curve, South  $60^{\circ}29'44''$  East, 44.80 feet, to the beginning of a tangent curve, concave northerly and having a radius of 210.00 feet;

Thence, easterly 172.27 feet, along said curve, through a central angle of 47°00'04", to the northeasterly line of said "Remainder Parcel";

Thence, along said northeasterly line, non-tangent from said curve, South 19°17'33" East, 696.30 feet, to the **POINT OF BEGINNING**.

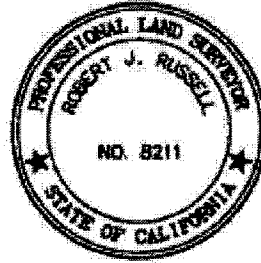
Contains 197,689 SQ. FT. (4.54 Acres) gross, more or less.

Legal Description prepared by Commercial Development Resources.



Robert J. Russell, PLS 8211

April 17, 2015



When Recorded, Mail To:

Capistrano Unified School District  
Attn: Associate Superintendent, Facilities Planning  
32972 Calle Perfecto  
San Juan Capistrano, CA 92675

With a Copy to:

Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints  
Attn.: Real Estate [PN: 591-7308]  
50 East North Temple, 12th Floor  
Salt Lake City, UT 84150

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(space above for Recorder's use only)

**AMENDMENT NO. 1 AND NOTICE AS TO THE CPB ACCESS EASEMENT  
AGREEMENT**  
[PN: 591-7308]

THIS AMENDMENT NO. 1 AND NOTICE AS TO THE CPB ACCESS EASEMENT AGREEMENT (this "Amendment No. 1") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a political subdivision of the state of California ("School District") and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS ("CPB").

**RECITALS**

A. School District owns certain real property located in the City of San Juan Capistrano, County of Orange, State of California, as more particularly described on Exhibit A-1, attached hereto and incorporated herein by this reference (the "School District Parcel").

B. CPB has acquired and owns real property located in the City of San Juan Capistrano, County of Orange, State of California, as more particularly described on Exhibit B-2, attached hereto and incorporated herein by this reference (the "CPB Parcel").

C. School District and Whispering Hills, LLC, the predecessor of CPB, previously entered into that certain Access Easement herein referred to as the "CPB Access Agreement" dated as of December 6, 2007 and recorded on December 7, 2007 as document number 2007000720548 in the Official Records of Orange County.

D. CPB, as successor to Whispering Hills, LLC, desires to amend the CPB Access Easement Agreement to include the herein provided rights to the entirety of the CPB Parcel, as

herein defined, and School District is willing to execute this Amendment No. 1 grant such an amendment based on the following terms and conditions.

NOW THEREFORE, as part of the exchange of reciprocal parking rights between School District and CPB, CPB's grant of a backflow preventer easement to School District, and in consideration of the mutual promises and covenants contained herein, together with other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

## TERMS AND CONDITIONS

1. Grant of Easement. Section 1.1 and Section 1.2 of the CPB Access Easement Agreement are hereby deleted in their entirety and replaced with the following:

1.1. Easement Rights. School District hereby establishes and grants to CPB the herein-provided easement to CPB, for the benefit of CPB and its contractors, subcontractors, employees, lessees, licensees, invitees, permittees, successors and assigns (collectively, the "CPB Parties"), a non-exclusive easement over an access road legally described on Exhibit "C" and depicted on Exhibit "C-1" attached hereto and made a part hereof (the "Easement Area") and providing ingress and egress to the CPB Parcel, across the School District Parcel to the extent and as to the portion of the School District Parcel described in Exhibit "C" and depicted in Exhibit "C-1" and subject to the conditions as to the CPB Parcel provided herein. The easement shall be for the purposes of constructing roadways, installing utility services and a minimum of two (2) curb cuts and for ingress to and egress from the CPB Parcel. CPB agrees to comply with all governmental laws, statutes and regulations in connection with the maintenance of the roadway to be constructed by Grantor in the Easement Area.

1.2 Uses. The herein-provided easement granted by this Agreement is a nonexclusive easement for vehicular and pedestrian access, ingress to and egress for the CPB Parcel over and across the Easement Area, as well as for purposes of constructing, repairing, replacing and maintaining the roadways and any other associated improvements, subject to prior approval of School District which shall not be unreasonably withheld.

2. Legal Description of Easement Area. The legal description contained in Exhibit "C" of the CPB Access Agreement is hereby deleted in its entirety and replaced with the legal description contained in Exhibit C of this Amendment No. 1.

3. Depiction of the Easement Area. The depiction contained in Exhibit "C-1" of the CPB Access Agreement is hereby deleted in its entirety and replaced with the depiction contained in Exhibit C-1 of this Amendment No. 1.



4. Restrictions. The restrictions and conditions set forth in Sections 4 and 7 of the Reciprocal Parking and Access Agreement are agreed by the parties to be applicable to the easement rights legally provided as to the CPB Parcel as to the herein-described Easement Area.

5. Miscellaneous.

5.1. Definition and Recitals. Unless otherwise specified in this Amendment No. 1, all capitalized terms used in this Amendment No. 1 are used as defined in the Access Easement. References to School District and CPB shall mean Grantor, in the case of the School District, and Grantee, in the case of CPB, as such capitalized terms are defined in the Access Easement. The Parties acknowledge the truthfulness of the foregoing Recitals, which are hereby incorporated into this Amendment.

5.2. Capitalized Terms. Capitalized terms not defined herein shall have the same meaning as set forth in the Access Easement.

5.3. Full Force and Effect. Except for those provisions which are inconsistent with this Amendment and those terms, covenants, and conditions for which performance has been completed, all other terms, covenants, and conditions of the Access Easement shall remain in full force and effect.

5.4. Inconsistencies. To the extent that there are any inconsistencies between the terms of the Access Easement and this Amendment, the terms of this Amendment shall control.

5.5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original and when combined together shall constitute one and the same agreement.

*[signature and acknowledgments to follow]*

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Effective Date.

**SCHOOL DISTRICT:**

CAPISTRANO UNIFIED SCHOOL DISTRICT, a political subdivision of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

) ss.

COUNTY OF \_ORANGE )

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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

Notary Public

(Seal)

CPB:

CORPORATION OF THE PRESIDING  
BISHOP OF THE CHURCH OF JESUS  
CHRIST OF LATTER-DAY SAINTS,  
a Utah corporation sole

*[Handwritten signature]*  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Agent

STATE OF UTAH            )  
  :SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me \_\_\_\_\_, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the State of Utah

**EXHIBIT "A"**  
**Legal Description of Real Property**

Lot Q of Tract No. 16634, in the City of San Juan Capistrano, County of Orange, State of California, as per map filed in Book 884, Pages 33 through 50, inclusive, of maps, in the office of the County Recorder of said county.

Also excepting therefrom an undivided one-half interest in all the oil, gas and other hydrocarbon substances in, upon and under said land, together with the income accruing therefrom, as reserved by Howard L. Krum and Fay Wildon Krum, husband and wife, by deed recorded June 8, 1956, in book 3538, page 550 of official records and re-recorded July 20, 1956, in book 3584, page 339 of official records.

Also, less and excepting therefrom those parcels described in that certain Grant Deed dated August 15, 2011 between Capistrano Unified School District and Rancho San Juan Development LLC as recorded in Official Records in County of Orange, State of California, on August 23, 2011 as entry number 2011000416546.

**EXHIBIT B-2**

[Legal Description of CPB Parcel]

That portion of the "Remainder Parcel" of Tract No. 16634, in the City of San Juan Capistrano, County of Orange, State of California, as shown on a Map thereof, filed in Book 884, Pages 33 through 50, inclusive, of Miscellaneous Maps, records of Orange County, together with a portion of Parcel "B" and a portion of Parcel "C" as described in a Deed to Rancho San Juan Development LLC, recorded August 23, 2011 as Instrument No. 2011000416545 of Official Records of said County, described in whole, as follows:

**BEGINNING** at the most easterly corner of said "Remainder Parcel";

Thence, along the boundary of said "Remainder Parcel" South 67°13'56" West, 211.57 feet, to the beginning of a tangent curve, concave northerly and having a radius of 1058.62 feet;

Thence, continuing along said boundary, westerly 63.86 feet, along said curve, through a central angle of 03°27'22";

Thence, continuing along said boundary, non-tangent from said curve, North 19°17'33" West, 5.19 feet, to the beginning of a non-tangent curve, concave northeasterly and having a radius of 35.00 feet, a radial line of said curve to said point having a bearing of South 11°46'56" West, said point being the most southerly corner of said Parcel "C";

Thence, along the boundary of said Parcel "C", northwesterly, 35.99 feet, along said curve, through a central angle of 58°55'27";

Thence, continuing along last said boundary, tangent from said curve, North 19°17'37" West, 467.34 feet, to the beginning of a non-tangent curve, concave easterly and having a radius of 168.00 feet, a radial line of said curve to said point having a bearing of South 86°54'24" West;

Thence, continuing along said boundary and along the boundary of Parcel "C" as described in a Deed to Capistrano Unified School District, recorded August 23, 2011, as Instrument No. 2011000416547 of Official Records of said County, northerly 64.73 feet, along said curve, through a central angle of 22°04'39";

Thence, continuing along last said boundary, tangent from said curve, North 18°59'03" East, 72.05 feet, to the beginning of a tangent curve, concave westerly and having a radius of 218.00 feet;

Thence, continuing along said boundary and along the boundary of said Parcel "B" northerly 211.67 feet, along said curve, through a central angle of 55°37'56";

Thence, non-tangent from said curve, South 60°29'44" East, 44.80 feet, to the beginning of a tangent curve, concave northerly and having a radius of 210.00 feet;

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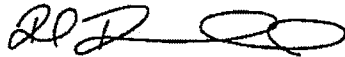
4841-5544-8351

Thence, easterly 172.27 feet, along said curve, through a central angle of 47°00'04", to the northeasterly line of said "Remainder Parcel";

Thence, along said northeasterly line, non-tangent from said curve, South 19°17'33" East, 696.30 feet, to the **POINT OF BEGINNING**.

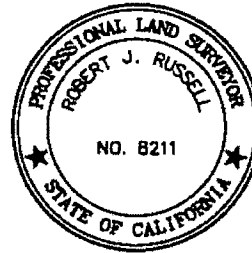
Contains 197,689 SQ. FT. (4.54 Acres) gross, more or less.

Legal Description prepared by Commercial Development Resources.



Robert J. Russell, PLS 8211

April 17, 2015



4841-5544-8351

4841-5544-8351

**EXHIBIT C**

[Legal Description of Easement Area]

In the City of San Juan Capistrano, County of Orange, State of California, being that portion of Parcel A described in the Grant Deed to Capistrano Unified School District, recorded April 30, 2003, as Instrument No. 2003000487413 of Official Records, in the Office of the County Recorder of said County, described as follows:

**BEGINNING** at the southwesterly corner of the "Remainder Parcel" of Tract No. 16634 as per map filed in Book 884, Pages 33 through 50, inclusive, of Miscellaneous Maps in the Office of the County Recorder of said County, said southwesterly corner also being a point on a non-tangent curve, concave northerly, having a radius of 1058.62 feet, a radial line to said point bears South 19°18'42" East, said curve being concentric to and 42.00 feet northerly of the northerly boundary of Lot A of Tract No. 16634, as per map filed in Book 884, Pages 33 through 50, inclusive, of Miscellaneous Maps in the Office of the said County Recorder;

Thence, westerly, 64.39 feet along said concentric curve, through a central angle of 03°29'07", to a non-tangent curve, concave westerly, having a radius of 30.00 feet, a radial line to the beginning of said curve bears South 68°18'15" East;

Thence, northerly, 21.46 feet, along said curve, through a central angle of 40°59'18", to a tangent line, parallel with and 57.00 feet westerly of the westerly boundary of said Remainder Parcel;

Thence, along said parallel line, North 19°17'33" West, 429.73 feet, to a tangent curve, concave easterly, having a radius of 198.00 feet;

Thence, northerly, 132.27 feet, along said curve, through a central angle of 38°16'36";

Thence, tangent from said curve, North 18°59'03" East, 77.52 feet, to a tangent curve, concave westerly, having a radius of 188.00 feet;

Thence, northerly, 220.25 feet, along said curve, through a central angle of 67°07'32";

Thence, tangent from said curve, North 48°08'29" West, 58.48, to a tangent curve, concave northeasterly, having a radius of 389.00 feet;

Thence, northwesterly, 296.44 feet, along said curve, through a central angle of 43°39'48";

Thence, non-tangent from said curve, South 85°31'19" West, 8.00 feet, to a non-tangent curve, concave easterly, having a radius of 397.00 feet, a radial line to the beginning of said curve bears South 85°31'19" West;

Thence, northerly, 265.52 feet, along said curve, through a central angle of 38°19'13", to said westerly boundary;

4841-5544-8351

4841-5544-8351

Thence, along said westerly boundary, the following courses:

South 19°17'33" East, 55.57 feet, to a non-tangent curve, concave easterly, having a radius of 365.00 feet, a radial line to the beginning of said curve bears North 64°23'15" West;

Thence, southerly, 548.54 feet, along said curve, through a central angle of 86°06'25";

Thence, tangent from said curve, South 60°29'40" East, 24.96 feet;

Thence, South 53°21'11" West, 32.74 feet, to a non-tangent curve, concave westerly, having a radius of 218.00 feet, a radial line to the beginning of said curve bears North 53°21'11" East;

Thence, southerly, 211.67 feet, along said curve, through a central angle of 55°37'56";

Thence, tangent from said curve, South 18°59'07" West, 72.05 feet, to a tangent curve, concave southeasterly, having a radius of 168.00 feet;

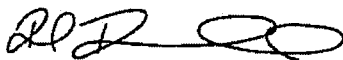
Thence, southwesterly, 64.73 feet, along said curve, through a central angle of 22°04'39";

Thence, non-tangent from said curve, South 19°17'33" East, 467.34 feet, to a tangent curve, concave northeasterly, having a radius of 35.00 feet;

Thence, southeasterly, 35.99 feet, along said curve, through a central angle of 58°55'26", to the westerly boundary of said "Remainder Parcel";

Thence, non-tangent from said curve, along the westerly boundary of said "Remainder Parcel", South 19°17'33" East, 5.19 feet, to the **POINT OF BEGINNING**.

Legal Description prepared by Commercial Development Resources.



Robert J. Russell, PLS 8211

April 17, 2015



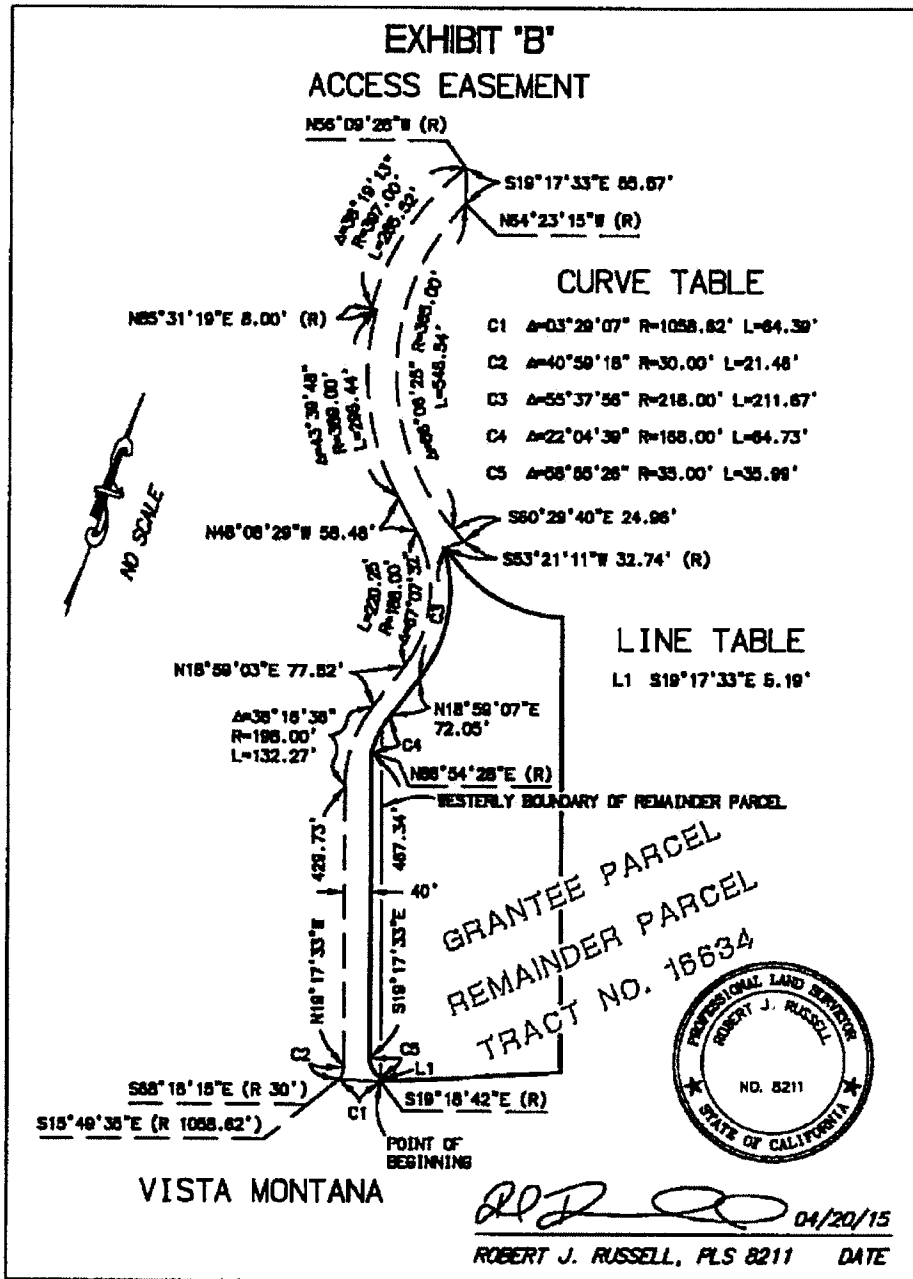
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**EXHIBIT C-1**

[Depiction of Easement Area]



4841-5544-8351

4841-5544-8351

RECORDING REQUESTED BY:  
Capistrano Unified School District

AND WHEN RECORDED, MAIL TO:  
Capistrano Unified School District  
Attn: Executive Director of Facilities  
33122 Valle Road  
San Juan Capistrano, CA 92675

APN: \_\_\_\_\_

Space above this line for Recorder's Use  
No recording fee per Govt Code 6103

**BACKFLOW PREVENTER EASEMENT AGREEMENT**

THIS EASEMENT (this "Easement") is made as of \_\_\_\_\_, 2014, by the CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation, ("Grantor"), in favor of the CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district ("Grantee"). Grantor and Grantee and hereinafter individually or collectively referred to as "Party" and "Parties."

Grantor is the present title owner of record of a fee interest in certain real property ("Grantor's Property") situated in the City of San Juan Capistrano, County of Orange, State of California, more particularly described in Exhibit A (which is attached hereto and incorporated herein by this reference). Grantee is the present record owner of a fee interest in certain real property ("Grantee's Property") situated in the City of San Juan Capistrano, County of Orange, State of California, more particularly described in Exhibit B (which is attached hereto and incorporated herein by this reference). Grantor hereby grants to Grantee a permanent non-exclusive easement on, over, under and across that portion of the Grantor's Property (the "Easement") more particularly described in Exhibit C and depicted in Exhibit D (which are attached hereto and incorporated herein by this reference (the "Easement Area") for the purpose of operating, maintaining, repairing, and replacing the existing Backflow Prevention devise and appurtenances, including pipelines, utilities and other appurtenances reasonably necessary for such purposes ("Backflow Prevention/Appurtenances"). This Easement granted also is for use by Grantee's employees, agents, and contractors, including vehicular and pedestrian access to, from, along and upon Grantee's property ("Grantee's Property") described in Exhibit D and identified as Orange County Assessor Parcel No. \_\_\_\_\_ to the Backflow Prevention/Appurtenances owned by Grantee that is located on Grantor's Property. Grantor reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area.

Grantee, at its sole cost and expense, shall maintain and repair the Backflow Prevention/Appurtenances and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair in good and workmanlike manner any damage to the Grantor's Property and Grantor's improvements located thereon caused by Grantee and/or Grantee's Agents, and shall restore in a good and workmanlike manner the Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Property by Grantee and Grantee's Agents.

Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any.

Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days.

This Easement and the rights conferred under this Easement attach to and run with the Grantor's Property and Grantee's Property, and the benefits or burdens will be binding upon the successors in interest to the respective properties.

Grantee will ensure that prior to entering onto the Easement Area, Grantee and all of the Grantee's Agents are covered under the terms of Grantee's insurance policies as set forth below, or that each obtain similar policies which, at a minimum, provides Grantor the same protections. Prior to commencing use of the Easement Area, Grantee and Grantee's Agents will obtain and maintain a policy of commercial general liability insurance insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor will be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. Grantee further agrees to maintain and keep in force, during the term hereof, all applicable Worker's Compensation and Employers' Liability Insurance required under applicable Worker's Compensation Acts and/or other applicable law.

As a condition of this Easement, Grantee, as well as Grantee's successors and assigns, shall be liable for any injuries or damages, either to persons or property, occurring as a result of use of the Easement for purposes of accessing Grantee's Backflow Prevention/Appurtenances

located on Grantor's Property. Grantee, or Grantee's successor or assigns, shall indemnify and defend Grantor and Grantor's board members, officials, officers, employees, consultants, contractors, volunteers and successors ("Grantor Entities"), and otherwise hold Grantor and the Grantor Entities harmless from any claim, suit, or action subsequently initiated or brought against Grantor or the Grantor Entities in connection with this Easement or activities relating to the use of said Easement by Grantee, Grantee's successors or assigns, or any invitees utilizing the Easement for purposes of accessing and utilizing Grantee's Backflow Prevention Appurtenances, except to the extent such liability is caused by Grantor's negligence or willful misconduct.

In the event of a default by Grantee of its obligations stated herein Grantor, at its option, may pursue any remedy available at law or in equity.

The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same Agreement. Further, the parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

*[signatures to follow]*

IN WITNESS WHEREOF, Grantor has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2014.

GRANTOR

*[Handwritten Signature]*  
By: *[Handwritten Initials]*

\_\_\_\_\_  
Corporation of the Presiding Bishop of the Church  
of Jesus Christ of Latter-Day Saints

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

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

GRANTEE:

By \_\_\_\_\_  
Capistrano Unified School District

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

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

STATE OF UTAH )

COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me \_\_\_\_\_, personally known to me to be the Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the State of Utah

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of the CAPISTRANO UNIFIED SCHOOL DISTRICT, who acknowledged before me that he signed the foregoing instrument as \_\_\_\_\_, for CAPISTRANO UNIFIED SCHOOL DISTRICT, and on oath stated that he was authorized to execute said instrument on behalf of CAPISTRANO UNIFIED SCHOOL DISTRICT and that CAPISTRANO UNIFIED SCHOOL DISTRICT executed the same.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

**EXHIBIT A**

Legal Description of Grantor's Property

That portion of the "Remainder Parcel" of Tract No. 16634, in the City of San Juan Capistrano, County of Orange, State of California, as shown on a Map thereof, filed in Book 884, Pages 33 through 50, inclusive, of Miscellaneous Maps, records of Orange County, together with a portion of Parcel "B" and a portion of Parcel "C" as described in a Deed to Rancho San Juan Development LLC, recorded August 23, 2011 as Instrument No. 2011000416545 of Official Records of said County, described in whole, as follows:

**BEGINNING** at the most easterly corner of said "Remainder Parcel";

Thence, along the boundary of said "Remainder Parcel" South  $67^{\circ}13'56''$  West, 211.57 feet, to the beginning of a tangent curve, concave northerly and having a radius of 1058.62 feet;

Thence, continuing along said boundary, westerly 63.86 feet, along said curve, through a central angle of  $03^{\circ}27'22''$ ;

Thence, continuing along said boundary, non-tangent from said curve, North  $19^{\circ}17'33''$  West, 5.19 feet, to the beginning of a non-tangent curve, concave northeasterly and having a radius of 35.00 feet, a radial line of said curve to said point having a bearing of South  $11^{\circ}46'56''$  West, said point being the most southerly corner of said Parcel "C";

Thence, along the boundary of said Parcel "C", northwesterly, 35.99 feet, along said curve, through a central angle of  $58^{\circ}55'27''$ ;

Thence, continuing along last said boundary, tangent from said curve, North  $19^{\circ}17'37''$  West, 467.34 feet, to the beginning of a non-tangent curve, concave easterly and having a radius of 168.00 feet, a radial line of said curve to said point having a bearing of South  $86^{\circ}54'24''$  West;

Thence, continuing along said boundary and along the boundary of Parcel "C" as described in a Deed to Capistrano Unified School District, recorded August 23, 2011, as Instrument No. 2011000416547 of Official Records of said County, northerly 64.73 feet, along said curve, through a central angle of  $22^{\circ}04'39''$ ;

Thence, continuing along last said boundary, tangent from said curve, North  $18^{\circ}59'03''$  East, 72.05 feet, to the beginning of a tangent curve, concave westerly and having a radius of 218.00 feet;

Thence, continuing along said boundary and along the boundary of said Parcel "B" northerly 211.67 feet, along said curve, through a central angle of  $55^{\circ}37'56''$ ;

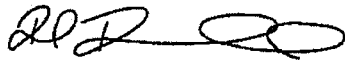
Thence, non-tangent from said curve, South  $60^{\circ}29'44''$  Est, 44.80 feet, to the beginning of a tangent curve, concave northerly and having a radius of 210.00 feet;

Thence, easterly 172.27 feet, along said curve, through a central angle of 47°00'04", to the northeasterly line of said "Remainder Parcel";

Thence, along said northeasterly line, non-tangent from said curve, South 19°17'33" East, 696.30 feet, to the **POINT OF BEGINNING**.

Contains 197,689 SQ. FT. (4.54 Acres) gross, more or less.

Legal Description prepared by Commercial Development Resources.



Robert J. Russell, PLS 8211

April 17, 2015





**EXHIBIT "B"**  
**Legal Description of Real Property**

Lot Q of Tract No. 16634, in the City of San Juan Capistrano, County of Orange, State of California, as per map filed in Book 884, Pages 33 through 50, inclusive, of maps, in the office of the County Recorder of said county.

Also excepting therefrom an undivided one-half interest in all the oil, gas and other hydrocarbon substances in, upon and under said land, together with the income accruing therefrom, as reserved by Howard L. Krum and Fay Wildon Krum, husband and wife, by deed recorded June 8, 1956, in book 3538, page 550 of official records and re-recorded July 20, 1956, in book 3584, page 339 of official records.

Also, less and excepting therefrom those parcels described in that certain Grant Deed dated August 15, 2011 between Capistrano Unified School District and Rancho San Juan Development LLC as recorded in Official Records in County of Orange, State of California, on August 23, 2011 as entry number 2011000416546.

**EXHIBIT C**

[Legal Description of the Easement Area]

In the City of San Juan Capistrano, County of Orange, State of California, being that portion of Parcel A described in the Grant Deed to Capistrano Unified School District, recorded April 30, 2003, as Instrument No. 2003000487413 of Official Records, in the Office of the County Recorder of said County, described as follows:

Commencing at the southwesterly corner of the "Remainder Parcel" of Tract No. 16634 as per map filed in Book 884, Pages 33 through 50, inclusive, of Miscellaneous Maps in the Office of the County Recorder of said County, said southwesterly corner also being a point on a non-tangent curve, concave northerly, having a radius of 1058.62 feet, a radial line to said point bears South 19°18'42" East, said curve being concentric to and 42.00 feet northerly of the northerly boundary of Lot A of Tract No. 16634, as per map filed in Book 884, Pages 33 through 50, inclusive, of Miscellaneous Maps in the Office of the said County Recorder;

Thence, westerly, 17.00 feet along said concentric curve, through a central angle of 00°55'12";

Thence, non-tangent from said curve, North 19°17'33" West, 84.20 feet, to the **POINT OF BEGINNING**;

Thence, continuing, North 19°17'33" West, 17.00 feet;

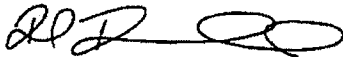
Thence, North 70°42'27" East, 18.50 feet;

Thence, South 19°17'33" East, 17.00 feet;

Thence, South 70°42'27" West, 18.50' feet; to the **POINT OF BEGINNING**.

Contains 314.5 square feet.

Legal Description prepared by Commercial Development Resources.



Robert J. Russell, PLS 8211

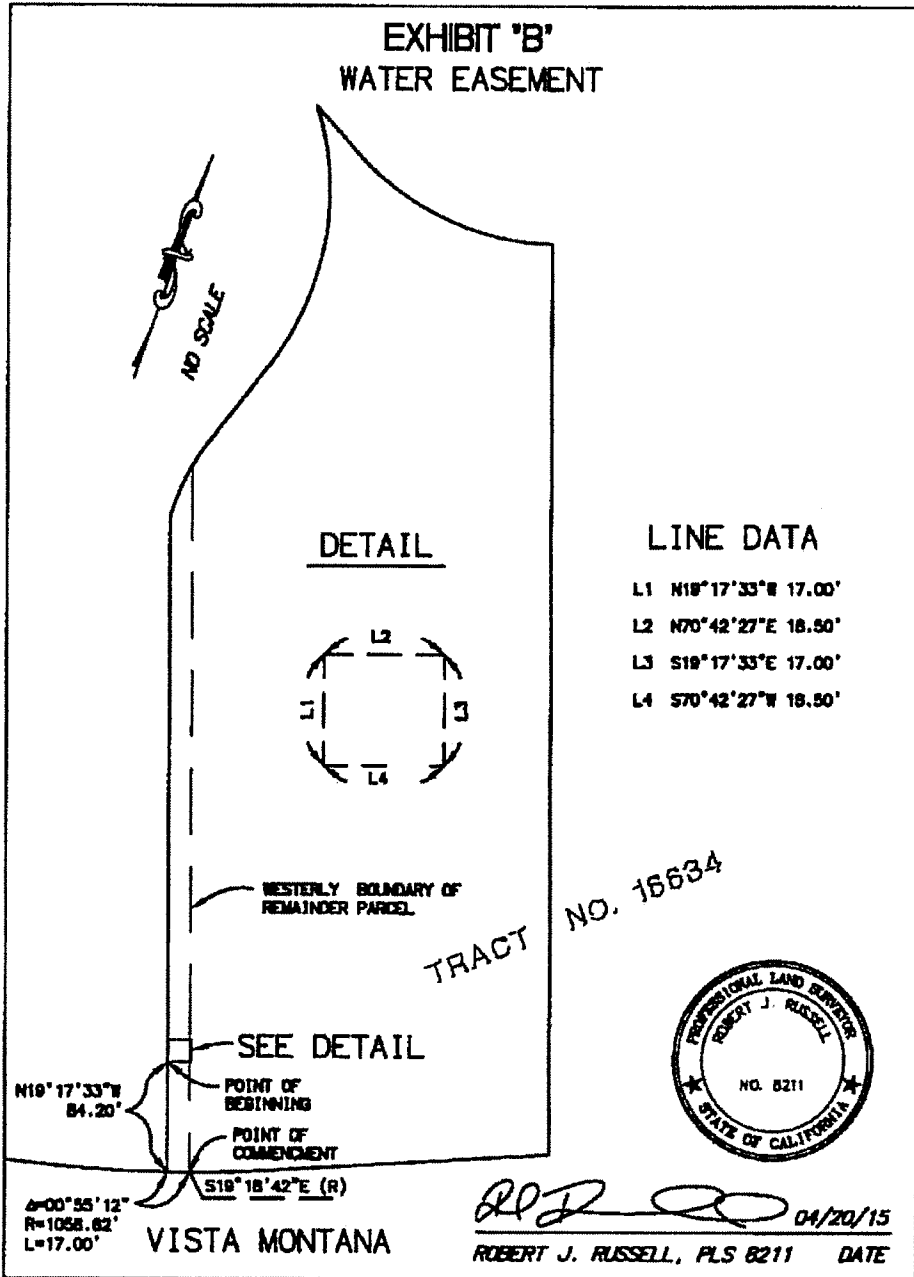
April 17, 2015



4841-2766-1087

**EXHIBIT D**

[Depiction of the Easement Area]



COMMERCIAL DEVELOPMENT RESOURCES

4841-2766-1087

## RECIPROCAL PARKING LICENSE AGREEMENT

PN: 591-7308

This RECIPROCAL PARKING LICENSE AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("CPB"), and CAPISTRANO UNIFIED SCHOOL DISTRICT, a political subdivision of the state of California (the "School District"). CPB and the School District shall hereinafter be referred to individually as a "Party," and collectively as the "Parties."

### R E C I T A L S

A. CPB acquired and owns property located in City of San Juan Capistrano, County of Orange, State of California, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (collectively, the "CPB Parcel"), upon which is situated a meetinghouse for the Church of Jesus Christ of Latter-day Saints and adjacent parking areas. The School District Parcel (hereinafter described) and the CPB Parcel are hereinafter referred to collectively as the "Parcels," and individually as the "CPB Parcel" and the "School District Parcel" (hereinafter defined).

B. The School District owns certain real property located in City of San Juan Capistrano, County of Orange, State of California, as more particularly described in Exhibit B, attached hereto and incorporated herein by this reference (the "School District Parcel"), upon which is situated several improvements, including buildings and adjacent parking areas.

C. The School District requires additional parking spaces for overflow parking on weekdays (Monday through Friday) from 7:00 A.M. to 5:00 P.M. for patrons, guests and members of the public visiting the School District Parcel.

D. CPB requires additional parking spaces for overflow parking on Saturdays and Sundays, and on Monday to Friday after 5.00 P.M subject to herein-described School District-sponsored events, including but not limited to, graduation, back to school nights, sports events, and Civic Center authorized activities (collectively, "School Sponsored Events") for patrons and guests visiting the CPB Parcel.

E. Accordingly, the School District and CPB as an exchange of licenses relating to the parking stalls on the Parcels are willing to enter into this Agreement whereby each may use the other's parking area, subject to the terms and conditions contained herein.

NOW, THEREFORE, the herein described exchange in consideration of the mutual promises and covenants contained herein, the adequacy of which is hereby attested, the Parties hereby agree and promise as follows:

### T E R M S   A N D   C O N D I T I O N S

1

1. **Terms.**

(a)	CPB's Mailing Address:	Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints Attn: Real Estate Division 50 E. North Temple, 12th Floor Salt Lake City UT 84150-6320
(b)	CPB's representative and telephone number:	_____
(c)	The School District's Mailing Address:	Capistrano Unified School District Attn.: Clark Hampton 33122 Valle Road San Juan Capistrano, California 92675
(d)	The School District's Representative and Telephone Number:	Clark Hampton Deputy Superintendent, Business and Support Services (949) 234-9526
(e)	Location of the CPB Parcel:	Exhibit A
(f)	Location of the School District Parcel:	Exhibit B

2. **Licenses.**

2.1. **License to the School District.** CPB hereby grants the School District, its employees, agents, and invites a non-exclusive license to use the parking area on the CPB Parcel from the hours of 7:00 A.M. to 5:00 P.M., Monday through Friday for overflow parking that does not interfere with CPB's use of the parking area on the CPB Parcel (the "**School District License**"). This license shall be used in common with CPB, its visitors, members, licensees and other invitees.

2.2. **License to CPB.** The School District hereby grants to CPB, its visitors, members, licensees and other invitees, a non-exclusive license to use the parking areas on the School District Parcel at all times on Saturday and Sunday and on Monday through Friday after 5:00 P.M., for overflow parking that does not interfere with the School District's use of the parking area on the School District Parcel for School District Events or otherwise (the "**CPB License**"). This license shall be used in common with the School District, its employees, agents and invitees.

2.3. **Restrictions.** The licenses granted herein shall be used solely to allow parking of personal motor vehicles including pick-up trucks being used for non-commercial uses and shall not be construed to allow any other use of the Parcels. No license granted herein shall be used for the parking, loading or unloading of any vehicle which is larger or heavier than a street legal non-commercial vehicle. Neither shall any license granted herein extend to landscaped areas of either Parcel.

2.4. **Accommodation.** In the event of a funeral to be held during a weekday in the CPB meetinghouse situated on the CPB Parcel, the School District License shall be suspended during such funeral. CPB shall provide the School District with one (1) day advance notice that it intends to hold a funeral in the CPB meetinghouse situated on the CPB Parcel.

3. **No Charges Imposed.** The Parties to this Agreement shall not make or assess any charge, fee, or toll on any person or entity hereinabove mentioned to park in either of the above-mentioned parking areas

4. **Prohibited Uses.** The licenses granted herein shall grant the Parties the right to use the other Parties' Parcel for the herein-described parking purposes only. The Parties, as applicable, shall not allow any of the following to be done or conditions to exist on the Parcels: (a) any public or private nuisance; (b) any business, trade or activity which, in the sole opinion of the applicable Party, is noxious, unreasonably noisy, or offensive; (c) any place of public entertainment or amusement, bar, night club, tavern, or bawdy-house; (d) the making, storing, reading, showing, viewing, playing, listening, renting, selling, transmitting, receiving or distributing of any material, regardless of form or medium, having, in such Party's sole opinion, morally offensive content appealing to prurient interest in sex; (e) the manufacture, storage, sale or consumption of drugs, alcoholic beverages, or tobacco products; (f) any gambling; or (h) any conduct or condition which, in the applicable Party's sole opinion, is illegal or morally offensive but not otherwise expressly mentioned above and, in such case, the applicable Party shall not be deemed in default of this Agreement if the applicable Party immediately causes such conduct or condition to cease upon receiving written notice from the applicable Party to do so.

5. **Maintenance.** Each Party shall maintain, mark and stripe the parking area on its Parcel, including the bumpers, curbing, sidewalks, driveways, approaches, entrances and exits in conformity with local laws, regulations and ordinances and with currently prevailing standards in the local community. As a specific and material inducement to the Parties to enter into this Agreement, each Party hereby agrees to maintain, at its own expense, and as may be necessary by virtue of a Party's use of the other's Parcel, the other Parties' parking lot in a safe and attractive condition to the same degree the applicable Party maintains its parking lots, including but not limited to the regular removal of debris, dirt, and refuse and any and all patching, repairing, resurfacing, or repaving which may be necessary by virtue of a Party's. As a specific and material inducement to the Parties to enter into this Agreement, the Parties hereby agree to maintain in all respects, at its own expense, the parking lot located on its Parcel in a safe and attractive condition, including but not limited to the regular removal of debris, dirt, and refuse and any and all patching, repairing, resurfacing, or repaving which may be necessary by virtue of a Party's use of its Parcel.

6. **Regulation of the CPB Parking Lot.** The Parties agree that the School District may regulate and police the parking lot on the CPB Parcel in accordance with established School District parking policies and procedures while the parking lot on the CPB Parcel is being used by the School District as overflow parking pursuant to Section 2.

7. **Condition of the Parcels.** CPB and the School District for themselves, and on behalf of their respective employees, members, agents, licensees and invitees, accept the other Party's Parcel and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Both Parties hereby waive all warranties, either express or implied, regarding the title, safety, condition and use of the other Party's Parcel, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

8. **Insurance.** Each of the Parties hereto shall obtain and maintain a policy of general commercial liability insurance sufficient to insure its interest (and the interests of their respective guests, invitees and parties) against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the other Party's Parcel in amounts, coverages and limits necessary to insure against such claims. Each of the Parties shall have the right to satisfy the aforementioned insurance requirements through means of self-insurance as long as such Party maintains actuarially sound reserves.

9. **Non-Exclusivity.** Nothing herein shall be construed to restrict or impair the right of either Party to use its own Parcel or to enter into other agreements respecting the care, maintenance and operation of its parking area or other portions of its Parcel.

10. **Matters to which Licenses are Subject.** This Agreement and the licenses herein granted are made and executed upon and subject to any and all liens, encumbrances, covenants, conditions, restrictions, rights, rights-of-way, and easements now of record and affecting the Parcels.

11. **Termination.** Either Party may terminate or revoke this Agreement, with or without cause, by giving the other Party thirty (30) days prior written notice.

12. **Notices.** Any notices required or permitted under this Agreement shall be deemed complete seven (7) days after deposit in the United States Mail, adequate postage pre-paid, certified mail, return receipt requested, and addressed to a Party at the address given in Section 1 or to such other address as the Parties may establish by notice.

13. **Dedication or Condemnation.** In the event of any such dedication or condemnation, the compensation or award therefor shall not be subject to any claim by reason of this Agreement, but the Party owning the Parcel so dedicated or condemned shall be entitled to the full amount of any such compensation, and such Party shall properly repair and restore the remaining portion of its Parcel without contribution from the other Party.

14. **Enforcement and Waiver.** In the event either Party breaches its obligations hereunder, the non-breaching Party shall have the option of seeking damages incurred as a result thereof. The failure of either Party to insist in one or more cases upon the strict performance of each and every agreement herein contained shall not be construed to be a waiver or relinquishment with respect to a subsequent breach thereof.

15. **Compliance with Law.** Each Party shall comply with all applicable federal, state, county, city, and other municipal laws, ordinances, rules, and regulations, including zoning regulations, for its parking area, and each will obtain, at its own cost and expense, any authorization, license, or permit required by such laws, rules, regulations and ordinances for its parking area. Each Party shall also pay any and all taxes and assessments for its parking area.

16. **Attorney Fees.** In the event either Party is required to bring suit to enforce the provisions of this Agreement, or as a result of any alleged breach thereof, the prevailing Party shall be entitled to reasonable attorneys' fees, which shall be included in the judgment or decree.

17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, and any legal proceeding to this Agreement shall be brought in the State or Federal courts located in the State of California.

18. **Integration.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the matters herein treated and supersedes all prior agreements (whether written or oral), representations and understandings of the Parties. No modification of this Agreement shall be binding unless reduced to writing and signed by the Party against whom enforcement is sought.

19. **Binding Effect.** The provisions herein shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

21. **Concurrent Execution.** This Agreement, the CPB Access Agreement, and the School District Backflow Prevention/Appurtenances Easement Agreement shall be executed concurrently and execution hereof by the Parties is conditional on such concurrent execution.

*[signatures to follow]*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**CPB:**  
CORPORATION OF THE PRESIDING  
BISHOP OF THE CHURCH OF  
JESUS CHRIST OF LATTER-DAY  
SAINTS, a Utah corporation sole

*AS*  
*19*  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Agent  
Date: \_\_\_\_\_

**SCHOOL DISTRICT:**  
CAPISTRANO UNIFIED SCHOOL DISTRICT,  
a political subdivision of California

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT "A"

CPB Parcel Description

That portion of the "Remainder Parcel" of Tract No. 16634, in the City of San Juan Capistrano, County of Orange, State of California, as shown on a Map thereof, filed in Book 884, Pages 33 through 50, inclusive, of Miscellaneous Maps, records of Orange County, together with a portion of Parcel "B" and a portion of Parcel "C" as described in a Deed to Rancho San Juan Development LLC, recorded August 23, 2011 as Instrument No. 2011000416545 of Official Records of said County, described in whole, as follows:

**BEGINNING** at the most easterly corner of said "Remainder Parcel";

Thence, along the boundary of said "Remainder Parcel" South 67°13'56" West, 211.57 feet, to the beginning of a tangent curve, concave northerly and having a radius of 1058.62 feet;

Thence, continuing along said boundary, westerly 63.86 feet, along said curve, through a central angle of 03°27'22";

Thence, continuing along said boundary, non-tangent from said curve, North 19°17'33" West, 5.19 feet, to the beginning of a non-tangent curve, concave northeasterly and having a radius of 35.00 feet, a radial line of said curve to said point having a bearing of South 11°46'56" West, said point being the most southerly corner of said Parcel "C";

Thence, along the boundary of said Parcel "C", northwesterly, 35.99 feet, along said curve, through a central angle of 58°55'27";

Thence, continuing along last said boundary, tangent from said curve, North 19°17'37" West, 467.34 feet, to the beginning of a non-tangent curve, concave easterly and having a radius of 168.00 feet, a radial line of said curve to said point having a bearing of South 86°54'24" West;

Thence, continuing along said boundary and along the boundary of Parcel "C" as described in a Deed to Capistrano Unified School District, recorded August 23, 2011, as Instrument No. 2011000416547 of Official Records of said County, northerly 64.73 feet, along said curve, through a central angle of 22°04'39";

Thence, continuing along last said boundary, tangent from said curve, North 18°59'03" East, 72.05 feet, to the beginning of a tangent curve, concave westerly and having a radius of 218.00 feet;

Thence, continuing along said boundary and along the boundary of said Parcel "B" northerly 211.67 feet, along said curve, through a central angle of 55°37'56";

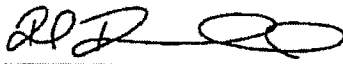
Thence, non-tangent from said curve, South 60°29'44" Est, 44.80 feet, to the beginning of a tangent curve, concave northerly and having a radius of 210.00 feet;

Thence, easterly 172.27 feet, along said curve, through a central angle of 47°00'04", to the northeasterly line of said "Remainder Parcel";

Thence, along said northeasterly line, non-tangent from said curve, South 19°17'33" East, 696.30 feet, to the **POINT OF BEGINNING**.

Contains 197,689 SQ. FT. (4.54 Acres) gross, more or less.

Legal Description prepared by Commercial Development Resources.



Robert J. Russell, PLS 8211

April 17, 2015



**EXHIBIT "B"**  
**Legal Description of Real Property**

Lot Q of Tract No. 16634, in the City of San Juan Capistrano, County of Orange, State of California, as per map filed in Book 884, Pages 33 through 50, inclusive, of maps, in the office of the County Recorder of said county.

Also excepting therefrom an undivided one-half interest in all the oil, gas and other hydrocarbon substances in, upon and under said land, together with the income accruing therefrom, as reserved by Howard L. Krum and Fay Wildon Krum, husband and wife, by deed recorded June 8, 1956, in book 3538, page 550 of official records and re-recorded July 20, 1956, in book 3584, page 339 of official records.

Also, less and excepting therefrom those parcels described in that certain Grant Deed dated August 15, 2011 between Capistrano Unified School District and Rancho San Juan Development LLC as recorded in Official Records in County of Orange, State of California, on August 23, 2011 as entry number 2011000416546.

**Instruction****STUDENT USE OF TECHNOLOGY AND INTERNET SAFETY**

The Board of Trustees 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.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES

33122 Valle Road  
San Juan Capistrano, CA 92675

**ADDENDUM**  
**to**  
**June 10, 2015**  
**Board Agenda**

**DISCUSSION/ACTION ADDITION**

10A

**RECOMMENDATION OF TENTATIVE AGREEMENT WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 224, FOR JULY 1, 2014 – JUNE 30, 2015:**

The purpose of this agenda item is to seek approval of the Tentative Agreement between the District and the California School Employee Association (CSEA), Chapter 224. 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 \$1.2 million.

***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 CSEA for July 1, 2014 – June 30, 2015.

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

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

Discussion/  
Action  
Page 88a  
**Exhibit 10A**

Tentative Agreement Between  
Capistrano Unified School District  
and  
California School Employees Association, and it's Capistrano Chapter 224

July 1, 2014-June 30, 2015

ARTICLE 7 – Transfers and Promotions

7.0 Definitions

7.0.1 "First consideration" as used in this section means bargaining unit employees shall be given preference over outside candidates in those instances where the qualifications of the internal candidate are superior or equal to that of the external candidate.

7.0.2 No Change

7.0.3 No Change

7.0.4 No Change

7.0.5 No Change

7.1 No Change

7.1.2 No Change

7.2 No Change

7.2.1 No Change

7.2.2 No Change

7.3 Employee Initiated Transfer

7.3.1 No Change

~~7.3.1.1 If a vacancy exists at the site/location where the unit member currently works, the unit member communicates in writing to the supervisor his/her interest in the open position (must be same months per year and hours per day).~~

**7.3.1.1 Permanent unit members requesting a transfer to a position in the same classification when a vacancy exists shall receive a final interview, regardless of the employee's work-year calendar and hours and months the employee currently works.**

~~7.3.1.2 If a vacancy exists at a different site/location, the unit member will only be required to submit the online application.~~

EXHIBIT 10A

Employee initiated transfer requests shall be given first consideration as defined in 7.0.1.

- 7.3.2 Appropriate supervisory personnel will interview all employees who have requested a transfer. Transfer requests will be considered based on one or more of the following criteria: 1) Evaluations and/or background reference checks and other objective means of rating work performance; 2) special skills, abilities and qualifications of the employee; 3) needs of the site and/or District; 4) welfare of the students; 5) instructional needs; 6) years of service to the District.

Upon written request from the employee or CSEA, the District shall provide specific information relative to 7.3.2.

7.4 No Change

7.5 Initial job vacancies, ~~shall be which are posted shall~~ to create eligibility pools, and postings shall include (1) the job title, (2) a brief description of the position and duties, (3) qualifications required for the position, (4) the work ~~schedule~~ calendar(s), (5) the salary range, (6) and the deadline for filing. to fill the vacancy, and (7) the job site, if known.

- 7.5.1 ~~If a unit member in the bargaining unit is not selected for the eligibility pool for the a vacant posted position, the Personnel Services Division shall provide the employee unit member with the reason(s) for denial at the time of notification. or in writing, within five (5) working days of a request by the unit member employee.~~

Eligibility pools shall include transfer, promotional and external candidates. The intent of eligibility pools is to operationalize 7.0.1 indicating external candidate qualifications must be superior to internal candidates. Eligibility pools shall be established the day following all classification screening interviews for the recruitment.

- 7.5.2. Each job vacancy recruitment shall generate an eligibility pool not to exceed six (6) months. Eligibility pools shall be utilized to fill vacant or new positions within the six month period. Eligibility pool candidates will be notified of the beginning date of the pool period.

- 7.5.2.1 Eligibility pools shall be regenerated prior to the six month period if the number of candidates in the pool drops below five. Unit members affected by the need to generate a new eligibility pool prior to the six month expiration period shall be notified of their need to reapply should a vacancy or new position become available.

- 7.5.2.2 After six months, any job vacancy or new position posted will generate a new eligibility pool with a new six month period.

- 7.5.3 Internal promotional candidates shall be offered a final interview using the following numeric thresholds in the case of a large number of internal applicants (exceeds 12):

- 1) 90% or higher\*
- 2) 85% - 89%\*
- 3) 80% to 84%\*



In the event that the 80% threshold is not achieved, applications with 79%\* or below may be considered.

\* combined assessment measures

7.5.4 If a unit member is not selected for the eligibility pool for a vacant posted position, Personnel Services shall provide the unit member with the reasons for denial at the time of notification.

ARTICLE 11—Wages

11.1 ~~The classified pay schedule for 2013-2014 is attached hereto at page 52.~~ Effective February 1, 2015, increase salary schedules by two percent (2%) over the 2013-2014 pay schedule.


11.1.1 For the 2014-2015 school year provide each CSEA bargaining unit member, employed as of the date the tentative agreement is ratified by CSEA and approved by the Governing Board (whichever is later), a one percent (1%) of current salary, one-time payment retroactive to July 1, 2014.

For the District:

  
Jodee Brentlinger  
Assistant Superintendent Personnel Services

Date: 6-5-15

For the Association:

  
Ronda Walen  
Chapter President, Capistrano Chapter 224

Date: 6-5-15

\_\_\_\_\_  
Kenny Wilson, Labor Relations Representative,  
CSEA

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

Memorandum of Understanding Between  
Capistrano Unified School District  
and  
California School Employees Association and its Capistrano Chapter 224

June 2, 2015

**USE OF TABLET BASED WORK ORDER SYSTEM**

The intent and purpose of the Online Work Order System utilizing devices is to assist with the individual planning, tracking and recording of work orders more efficiently.

These devices shall be used to assign and track work orders.

If data gathered from the Online Work Order System is to be used in an employee discipline situation, a bargaining unit member may request available data gathered from the Online Work Order system. Management shall provide the data within 72 hours of the request.

For the Association:

For the District:

Ronda Walen 6-5-15  
Ronda Walen Date  
President  
CSEA Capistrano Chapter 224

Jodee Brentlinger 6-5-15  
Jodee Brentlinger Date  
Assistant Superintendent, Personnel Services  
Capistrano Unified School District

\_\_\_\_\_  
Kenny Wilson Date  
Labor Relations Representative  
California School Employees Association

Memorandum of Understanding between the  
Capistrano Unified School District  
and  
California School Employees Association, and it's Capistrano Chapter 224

June 4, 2015

For the 2015-2016 school year, two days will be added to the 9.5 month calendar only. This is a one year plan, funded with one-time money.

All 9.5 month employees shall return to work on Monday, August, 24, 2015 and shall be paid their regular salary for that day. Employees who cannot report on Monday, August 24, 2015 will notify their supervisor and there will be no consequence. Employees who are unable to report to work will not be required to use any leave provision, nor will they be paid.

For all 9.5 month employees, Friday, November 6, 2015 shall be a designated mandatory training day and employees will be paid their regular salary for this day.

The 9.5 month calendar will be revised and distributed to all 9.5 month employees.

Article 3.8 will be suspended for 2015-2016.

The parties will collaborate to develop guidelines for work and/or training to be done on Monday, August 24, 2015 and training to be done on Friday, November 6, 2015.

The parties will consider the benefits that resulted from the addition of the two days and funding for 2016-2017 at the time the 2016-2017 calendars are prepared to determine whether or not these days will continue to be designated work days in the future.

For the District:



Jodee Brentlinger  
Assistant Superintendent Personnel Services

Date: 6-5-15

For the Association:



Ronda Walen  
Chapter President, Capistrano Chapter 224

Date: 6-5-15

\_\_\_\_\_  
Kenny Wilson, Labor Relations Representative,  
CSEA

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

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

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

Capistrano Unified School District - California School Employees Association,

**School District - Bargaining Unit:** Chapter 224 (CSEA)

**Certificated, Classified, Other:** Classified

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

The Governing Board will act upon this agreement on: June 10, 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 <b>Salary Schedule</b>	\$ 47,801,479 above amt. includes other compensation	\$ 968,030	\$ -	\$ -
		2.03%	0.00%	0.00%
2 <b>Step and Column</b> Increase (Decrease) Due to movement plus any changes due to settlement	\$ 956,030	\$ 19,121	\$ -	\$ -
		2.00%	0.00%	0.00%
3 <b>Other Compensation -</b> Two days for 9.5 month employees	\$ -	\$ -	\$ 155,000	\$ (155,000)
		0.00%	0.32%	-0.32%
<b>Description of other compensation:</b> Add two days to the 9.5 month work calendar for one year only				
4 <b>Statutory Benefits -</b> STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 10,746,643	\$ 214,849	\$ 33,000	\$ (33,000)
		2.00%	0.31%	-0.31%
5 <b>Health/Welfare Plans</b>	\$ 10,669,021	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 <b>Total Compensation -</b> Increase (Decrease) (Total Lines 1-5)	\$ 70,173,173	\$ 1,202,000	\$ 188,000	\$ (188,000)
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	1,310.00	0	0	0
8 <b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 53,567	\$ -	\$ -	\$ -

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. For the 15-16 school year, two days will be added to the 9.5 month calendar only. This is a one year plan funded with one time money.

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  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.)

- 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: **California School Employees Association, Chapter 224 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/11/15 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
LCCF Sources (8010-8099)	\$ 333,714,342	\$ -		\$ 333,714,342
Remaining Revenues (8100-8799)	\$ 69,923,150	\$ -		\$ 69,923,150
<b>TOTAL REVENUES</b>	\$ 403,637,492	\$ -	\$ -	\$ 403,637,492
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 197,540,588	\$ -	\$ 3,615,000	\$ 201,155,588
Classified Salaries (2000-2999)	\$ 58,479,610	\$ 987,151		\$ 59,466,761
Employee Benefits (3000-3999)	\$ 78,791,921	\$ 214,849	\$ 469,000	\$ 79,475,770
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				
<b>TOTAL EXPENDITURES</b>	\$ 413,033,995	\$ 1,202,000	\$ 4,084,000	\$ 418,319,995
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (9,396,503)	\$ (1,202,000)	\$ (4,084,000)	\$ (14,682,503)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -		\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (9,396,503)	\$ (1,202,000)	\$ (4,084,000)	\$ (14,682,503)
<b>BEGINNING BALANCE</b>	\$ 33,377,613			\$ 33,377,613
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 23,981,110	\$ (1,202,000)	\$ (4,084,000)	\$ 18,695,110
<b>COMPONENTS OF ENDING BALANCE:</b>				
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	\$ (1,202,000)	\$ (4,084,000)	\$ 1,509,606

\* Please see question on page 7.

**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS****Combined General Fund**Enter Bargaining Unit: **California School Employees Association, Chapter 224 (CSEA)**

	2014-15	2015-16	2016-17
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
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
<b>TOTAL REVENUES</b>	\$ 403,637,492	\$ 422,419,287	\$ 431,708,983
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 201,155,588	\$ 203,735,369	\$ 206,791,399
Classified Salaries (2000-2999)	\$ 59,466,761	\$ 63,345,096	\$ 64,456,998
Employee Benefits (3000-3999)	\$ 79,475,770	\$ 84,630,764	\$ 90,747,163
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		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 418,319,995	\$ 417,488,967	\$ 425,263,004
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (14,682,503)	\$ 4,930,320	\$ 6,445,979
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ -	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (14,682,503)	\$ 4,930,320	\$ 6,445,979
<b>BEGINNING BALANCE</b>	\$ 33,377,613	\$ 18,695,110	\$ 23,625,430
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 18,695,110	\$ 23,625,430	\$ 30,071,409
<b>COMPONENTS OF ENDING BALANCE:</b>			
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)	\$ 1,509,606	\$ 7,951,986	\$ 13,097,965



**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2014-15	2015-16	2016-17
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 418,319,995	\$ 417,488,967	\$ 425,263,004
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)	\$ 8,366,400	\$ 8,349,779	\$ 8,505,260

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)	\$ 1,509,606	\$ 7,951,986	\$ 13,097,965
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	\$ 11,809,606	\$ 19,251,986	\$ 25,697,965
h.	Reserve for Economic Uncertainties Percentage	2.82%	4.61%	6.04%

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

2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2016-17	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

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

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

**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:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u>0</u>
<u>Expenditures/Other Financing Uses</u>	<u>1,202,000.00</u>
<u>Ending Balance Increase (Decrease)</u>	<u><u>(1,202,000.00)</u></u>

(No budget revisions necessary - included in revised budget)

_____ <b>District Superintendent</b> (Signature)	_____ 10-Jun-15 <b>Date</b>
--	-----------------------------------

_____ <b>Chief Business Officer</b> (Signature)	_____ 10-Jun-15 <b>Date</b>
---	-----------------------------------

**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.

_____ <b>District Superintendent (or Designee)</b> <b>(Signature)</b>	10-Jun-15 _____ <b>Date</b>
---	-----------------------------------

_____ <b>President or Clerk of Governing Board</b> <b>(Signature)</b>	10-Jun-15 _____ <b>Date</b>
---	-----------------------------------

Philippa Geiger, Executive Director, Fiscal Services _____ <b>Contact Person</b>	949- 234-9316 _____ <b>Phone</b>
--	--



June 5, 2015

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**  
200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050  
(714) 966-4000  
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**AL MLJARES, Ph.D.**  
County Superintendent  
of Schools

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 – California School  
Employees Association, Chapter 224 (CSEA)**

Dear Ms. Hatton-Hodson and Ms. Vital:

Thank you for the submission of the disclosure of collective bargaining agreement for the California School Employees Association, Chapter 224 (CSEA) 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 and remains in effect until June 30, 2015. Effective February 1, 2015, the salary schedule will increase by 2%. Additionally, members will receive a 1% off-schedule payment for the period July 1, 2014 to June 30, 2015. This agreement will result in an additional ongoing cost of \$1.2 million.

For the 2015-16 school year, two days will be added to the 9.5 month calendar only. This is a one year plan funded with one time funds. This results in a one-time increase for the 2015-16 year of \$188,000.

**ORANGE COUNTY  
BOARD OF EDUCATION**  
JOHN W. BEDELL, PH.D.  
DAVID L. BOYD  
ROBERT M. HAMMOND  
LINDA LINDHOLM  
KEN L. WILLIAMS, D.O.

Ms. Lynn Hatton-Hodson  
Ms. Kirsten M. Vital  
June 5, 2015  
Page 2 of 2

We would like to extend our thanks to your staff for the thorough and timely preparation of the disclosure of 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

WB:jg

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

**STUDENT USE OF TECHNOLOGY AND INTERNET SAFETY (continued)**

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.

The use of personal mobile devices, such as laptops, Smartphones, tablets, etc., by students on campus is subject to all applicable District policies and regulations concerning technology use, as well as the following rules and understandings:

- Permission to have a mobile device at school is contingent upon parent/guardian understanding this agreement except as required by Education Code section 48901.5(b)
- All costs for data plans and fees associated with mobile devices are the responsibility of the student. The District does not require the use of personal mobile devices in any instructional setting but may allow their use to enhance learning.
- Schools supporting subject or grade level programs where students participate in a Bring Your Own Device program will provide equity devices, equivalent to the current District standard, to ensure everyone has the opportunity to participate.
- Mobile devices with Internet access capabilities which are being harnessed for classroom learning purposes are required to use the District filtered guest network.
- Students are required to use their District issued individual account to access the guest wireless network at all times.
- Use during class time must be authorized by the teacher.

**STUDENT USE OF TECHNOLOGY AND INTERNET SAFETY (continued)**

- Students are directed not to photograph, video tape, or record any individuals without the written permission of the teacher or administrator and the students being photographed. Recordings made in a classroom require the advance written permission of the teacher or school principal.
- Students may not take, possess or share obscene photographs or videos.
- Students may not photograph, videotape or otherwise record instructional materials and assessments.
- The District assumes no responsibility for the loss, destruction or theft of any personal devices including, but not limited to, cellular phones, computers, or personal electronic devices. Devices should not be left unattended. School officials and District office staff are not required to investigate lost or stolen personal electronic equipment.
- The District is not responsible for online material accessed off campus on a non-District network.
- Students should not expect privacy in the contents of their personal files on the District network, District approved cloud storage systems, and records of their online activity. The District's monitoring of Internet usage can reveal all activities students engage in using the District network. Parents have the right to request to see the contents of their student's computer files at any time
- Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist with supervision. Parent/Guardian is exclusively responsible for monitoring his or her child(s) use of the Internet when off campus and when accessing District approved online educational systems from home or a non-school location. The District does not employ its filtering systems to screen home access to the District's online educational systems.
- Cyberbullying is prohibited by state law and District policy. Bullying or harassment that is done on or off campus with a computer or any type of communications device may result in discipline at school up to and including expulsion, legal action, or prosecution by the appropriate law enforcement authorities.

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.



**STUDENT USE OF TECHNOLOGY AND INTERNET SAFETY (continued)**

**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://www.cybersafety.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: 1/14/08

revised: 2/11/08

revised: 12/4/09

revised: 1/12/10

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

**USE OF SCHOOL FACILITIES**

**PHILOSOPHY**

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

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

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

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

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

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

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

**USE OF SCHOOL FACILITIES (continued)****AUTHORITY**

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

**BASIC GUIDELINES FOR THE USE OF SCHOOL FACILITIES BY GROUPS**

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

**USE OF SCHOOL FACILITIES (continued)**

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

**PROHIBITED USE**

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

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

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

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

**USE OF SCHOOL FACILITIES (continued)**

4. No person, group or activity may engage in the following:
  - a. Consumption of alcoholic beverages.
  - b. Use of narcotics or drugs for purposes other than medical, and then only under the direct supervision of a duly licensed medical physician.
  - c. Fighting, quarreling, abusive language or noise of any kind which may be offensive to other activities or the neighborhood.
  - d. Activities which disrupt the daily operations of the District or the instructional program.

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

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

**DEFINITION OF TERMS**

1. Charitable Purposes

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

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

2. Character Building Purposes

- a. Character building is the act of instilling acceptable qualities of morality in an individual, such as truth, honesty, moral vigor, kindness and mental and physical

**USE OF SCHOOL FACILITIES (continued)**

courage. Mental and physical self-discipline have always been considered desirable qualities of character and an organization formed to promote and build these concepts into the character of an individual, particularly a minor person, is properly defined as a character building organization, e.g., Boy Scouts. In addition, some athletic organizations which exist for the purpose of building discipline concepts of honesty, fair play, and physical courage qualify as "character building" organizations.

**PRIORITY FOR FACILITY USE**

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

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

**SAFETY/REASONABLE USE ISSUES**

Safety/reasonable use issues are defined as follows:

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

**USE OF SCHOOL FACILITIES (continued)**

3. Use of school facilities ~~for nonschool purposes~~ shall comply with all state and local fire, health and safety laws.

**FEE STRUCTURE**

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

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

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

Groups in this category such as Parent Teachers ~~Organizations~~ Associations (PTA’s) whose sole purpose is to support the students in this district shall be considered to have met the “in kind service” requirement.

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

- (1) Must be registered as a nonprofit organization with the Secretary of State.

**USE OF SCHOOL FACILITIES (continued)**

- (2) Must have an active board of directors or equivalent, none of whom shall receive compensation for their services.
- (3) Must use fees or donations for direct operating expenses of the requesting agency.
- (4) Must not have undistributed reserves that exceed a reasonable amount.
- (5) Must meet the interests and needs of a segment of the community.
- (6) Must generally be open to the public.
- (7) Must have a copy of by-laws/charter, philosophy, purpose of organization, available for review upon submission of request.
- (8) Must not involve activities which promote individual gain or reflect in nature a commercial enterprise.
- (9) Must be able to submit a financial report at the request of the District.
- (10) Must meet liability insurance coverage as established by the District.

## 2. Non-profit Community Groups - Group B

- a. "Basic rental cost" shall apply to those organizations who charge admission fees or solicit contributions and the net proceeds are not totally expended for the welfare of the students of the District or for charitable purposes. The District charge shall be in amounts sufficient to pay the cost to the District for supplies, utilities and salaries of the District personnel necessitated by the use. Organizations which qualify for "basic rental cost" include, but are not limited to, the following:
  - (1) An approved non-profit community group which chooses to use school facilities for a meeting where an admission is charged or where donation or contribution is solicited, and the net proceeds are not expended for welfare purposes or benefit of the students in the District. This would also include an organizational meeting that is closed to the general public.
  - (2) All other organizations which meet the legal requirements for usage of school facilities as set by the Education Code.
- b. Church Utilization



**USE OF SCHOOL FACILITIES (continued)**

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

3. Commercial Use - Group C

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

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

**APPLICABLE ADDITIONAL REQUIREMENTS**

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

**USE OF SCHOOL FACILITIES (continued)**

4. The District will require the applicant to furnish comprehensive general liability insurance.
5. All fees shall be paid by check or cashiers check. Checks shall be payable to the Capistrano Unified School District.
6. Rental rates do not include ushers, stage-hands, cafeteria personnel, or other personnel of similar nature, but do include utilities and limited custodial services.
7. All hours that the facilities are utilized will be billed at rates approved by the Board.

**APPLICATION PROCESS**

1. The completed application form (DW-8) shall be submitted with a non-refundable application processing fee, determined annually, to the school administrator of the facility desired. The DW-8 is the form and document which allows the school administration and the applicant to arrive at a complete and equitable understanding as to what their desires are regarding the use of school property. Therefore, it is of the utmost importance that the applicants insert all information pertinent to the planned activity and review the rules and regulations of the application. In the event an electronic application process is established, the same procedures will be followed.
2. When an application shows irregularities which the school administrator believes are unusual, the site administrator shall notify the Superintendent, or designee, who shall review the application. The Superintendent, or designee, will notify the applicant of the time and place for an in-depth review and extend to the applicant an invitation to answer questions which may arise regarding the application.
3. The Superintendent, or designee, under the authority of the Board, may deny the use of or cancel any permit for use of school facilities to anyone or any organization if the activity reflects upon any citizen because of race, creed or color.
4. The Board may request, through the Superintendent, or designee, that it be furnished with a written discourse which the organization intends to present during the course of the planned meeting or activity. If this material shows itself to be in any way contrary to any law, rule, Board Policy, or regulation of the District, the Superintendent, on behalf of the Board, may deny the proposed use by the organization,
5. Applicants using school property or facilities must comply with all existing laws, rules, and regulations pertaining to the use and occupancy of school facilities.
6. After facility use approval, the school administrator may deny any application or cancel any permit when in his/her opinion the use may be contrary to any existing laws or create a condition which may cause a disturbance or pose a safety hazard.

**USE OF SCHOOL FACILITIES (continued)**

7. All applications should be directed to the school administrator of the facility, not less than ten (10) days before a desired use is to take place.
8. Any group using an auditorium or stage area shall not disturb, move or change any existing equipment, except with the permission of the designated school personnel.
9. When special activities take place which require extra equipment, such as television lines, etc., the District administration may require, in addition to fees, additional cash deposits to ensure removal of the equipment and to cover the cost of damage caused by the use of such equipment.
10. The officers of the Group are responsible for cleaning and returning the facilities to the same condition they were received by the closing time designated on the permit. Groups exceeding allocated times of closure will be assessed a fee sufficient to cover excess service costs, as determined by the fee schedule.

**LIMITATIONS**

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

**USE OF SCHOOL FACILITIES (continued)**

items to be stored and appropriate insurance coverage will be provided to the Executive Director, Maintenance and Operations.

8. Facilities use, authorized or unauthorized by the District, shall be subject to all curfews, laws, and local, city/park regulations in terms of access. Unauthorized use of facilities, play areas, and grounds are subject to prosecution for trespassing.

**SCHEDULE OF FEES**

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

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

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

Current Fee Structure: See AR 1.4.

Legal Reference:

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

Management Resources:

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

Legal Reference:

EDUCATION CODE  
10900-10914.5 Community recreation programs  
32282 School safety plan  
37220 School holidays  
38130-38138 Civic Center Act, use of school property for public purposes

**USE OF SCHOOL FACILITIES (continued)**

48930. Purpose and privileges of student body organization

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

MILITARY AND VETERANS CODE

1800 Definitions

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

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

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

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

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

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

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

ATTORNEY GENERAL OPINIONS

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

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

Management Resources:

CSBA PUBLICATIONS

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

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

WEB SITES

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

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

Policy

adopted: October 2, 1995

revised: June 14, 1999

revised: September 15, 2000

revised: May 14, 2001

revised: September 8, 2004

revised: September 12, 2005

revised: July 2, 2007

revised: December 10, 2007

revised: June 15, 2010

revised:

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
MAY 21, 2015  
EDUCATION CENTER – BOARD ROOM

President Hatton-Hodson called the meeting to order at 4:34 p.m.

The Pledge of Allegiance was led by President Hatton-Hodson.

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

Absent: None

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

It was moved by Trustee Reardon, seconded by Trustee Jones, and motion carried by a 7-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

NOES: None

President Hatton-Hodson stated there were 27 speaker cards submitted to address the Board. **Closed Session Comments**

It was moved by Trustee Alpay, seconded by Trustee McNicholas, and motion carried by a 4-3 vote to waive Board Bylaw 9323 and allow all speakers to address the Board for three minutes each.

ROLL CALL: AYES: Trustees Alpay, Hanacek, McNicholas, and Pritchard

NOES: Trustee Hatton-Hodson, Jones, and Reardon

ABSENT: None

ABSTAIN: None

The following speakers addressed the Board:

- *Laura Finlay, Gina Petrikas, Jill Dupree, Chris Dollar, Cale Forman, Sydney Redmond, Victoria Mendez, Anna Mendez, Paige Forman, Heidi Hitt, Jen Stenlake, Cindy Vangell, Wendy Shrove, Isaac Moridani, Craig Delhooke, Cathy Godlewski, Sharon Spiers, Susan Goggins. Jim Sigafos, Enrique Romero, Jolee Cobb, Trish Wilhite, Kristen Schultz, David Blakes, Carter Mudge, and Barbara Bell requested the Board hire an independent investigator or reinstate Michael Halt.*
- *Johanne Padilla asked the Board to make changes to the principal evaluation process and include community input in the evaluation process.*

Before recessing to closed session President Hatton-Hodson thanked everyone who spoke and read the following statement on behalf of the Board: We will carefully and comprehensively review the employment file of Michael Halt to ensure that the probationary process was properly followed, all relevant personnel information was considered, and the right decisions were made. Our Board is being advised on this matter by a leading educational public law attorney. **President Announcement**

At 5:49 p.m. the Board recessed to closed session to discuss Agenda Item A, Consideration of the Employment/Evaluation of Performance/Nonrenewal of Public Employee(s).

**Closed Session  
Agenda Item A**

President Hatton-Hodson reconvened the meeting at 10:10 p.m. and reported the following action taken during closed session:

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

**Agenda Item #3 A – Consideration of the Employment/Evaluation of Performance/Nonrenewal of Public Employee(s):**

No reportable action was taken. The Board will continue the item at a special Board meeting on June 4, 2015, at 4:30 p.m.

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

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

**Adjournment**

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

President Hatton-Hodson announced the meeting adjourned at 10:12 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*



TO: SUPERINTENDENT OF PUBLIC SCHOOLS  
PRINCIPAL OF PRIVATE SCHOOLS

FROM: ROGER L. BLAKE

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

DATE: APRIL 24, 2015

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2015-2016**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

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

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

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

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

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

**Please return the enclosed form no later than June 24, 2015 directly to your CIF Section Office. Addresses of each section are listed on the back of the form.** Please contact us if we can give you further information.



**2015-2016 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 24, 2015.**

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

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

NAME OF SCHOOL Aliso Niguel High School  
NAME OF REPRESENTATIVE Deni Christensen POSITION Principal  
ADDRESS 28000 Terrace View Drive CITY Aliso Viejo ZIP 92656  
PHONE 949-830-5590 FAX \_\_\_\_\_ E-MAIL dmchristensen@capousd.org

\*\*\*\*\*

NAME OF SCHOOL Capistrano Valley High School  
NAME OF REPRESENTATIVE Chad Smith POSITION Principal  
ADDRESS 26310 Via Escolar CITY Mission Viejo ZIP 92692  
PHONE 949-364-6100 FAX 949-347-1298 E-MAIL \_\_\_\_\_

\*\*\*\*\*

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

\*\*\*\*\*

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

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

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

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

## CIF SECTION OFFICES

### **CIF CENTRAL SECTION**

Jim Crichlow, Commissioner  
P.O. Box 1567  
Porterville, CA 93258  
Phone: (559) 781-7586  
Fax: (559) 781-7033

### **CIF CENTRAL COAST SECTION**

Nancy Lazenby Blaser, Commissioner  
6830 Via Del Oro, Suite 103  
San Jose, CA 95119  
Phone: (408) 224-2994  
Fax: (408) 224-0476

### **CIF LOS ANGELES SECTION**

John Aguirre, Commissioner  
8401 Arleta Ave.  
Sun Valley, CA 91352  
Phone: (818) 767-0800  
Fax: (818) 767-0802

### **CIF NORTH COAST SECTION**

Gil Lemmon, Commissioner  
5 Crow Canyon Court, Suite 209  
San Ramon, CA 94583  
Phone: (925) 263-2110  
Fax: (925) 263-2120

### **CIF NORTHERN SECTION**

Elizabeth Kyle, Commissioner  
2241 St. George Lane, Suite 2  
Chico, CA 95926  
Phone: (530) 343-7285  
Fax: (530) 343-5619

### **CIF OAKLAND SECTION**

Russell White, Commissioner  
1000 Broadway, Suite 680  
Oakland, CA 94607  
Phone: (510) 879-4290  
Fax: (510) 879-3687

### **CIF SAC-JOQUIN SECTION**

Michael Garrison, Commissioner  
P.O. Box 289  
Lodi, CA 95241  
Phone: (209) 334-5900  
Fax: (209) 334-0300

### **CIF SAN DIEGO SECTION**

Jerry Schniepp, Commissioner  
2131 Pan American Plaza  
San Diego, CA 92101  
Phone: (858) 292-8165  
Fax: (858) 292-1375

### **CIF SAN FRANCISCO SECTION**

Don Collins, Commissioner  
555 Portola Drive, Bungalow 2  
San Francisco, CA 94131  
Phone: (415) 920-5185  
Fax: (415) 920-5189

### **CIF SOUTHERN SECTION**

Rob Wigod, Commissioner  
10932 Pine Street  
Los Alamitos, CA 90720  
Phone: (562) 493-9500  
Fax: (562) 493-6266

**2015-2016 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 24, 2015.**

Capistrano Unified School District/Governing Board at its \_\_\_\_\_ meeting,  
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2014-2015 school year as the school's league representative:

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

NAME OF SCHOOL San Juan Hills High School  
NAME OF REPRESENTATIVE Jennifer Smalley POSITION Principal  
ADDRESS 29211 Vista Montana CITY SJC ZIP 92675  
PHONE 949-234-5900 FAX 949-488-9727 E-MAIL jsmalley@capousd.org

\*\*\*\*\*

NAME OF SCHOOL Tesoro High School  
NAME OF REPRESENTATIVE William Mocnik POSITION Principal  
ADDRESS 1 Tesoro Creek Road CITY Las Flores ZIP 92688  
PHONE 949-234-5310 FAX 949-766-3370 E-MAIL wemocnik@capousd.org

\*\*\*\*\*

NAME OF SCHOOL  
NAME OF REPRESENTATIVE POSITION  
ADDRESS CITY ZIP  
PHONE FAX E-MAIL

\*\*\*\*\*

NAME OF SCHOOL  
NAME OF REPRESENTATIVE POSITION  
ADDRESS CITY ZIP  
PHONE FAX E-MAIL

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

Superintendent's or Principal's Name Kirsten Vital Signature \_\_\_\_\_

Address 33122 Valle Road City SJC Zip 92675

Phone 949-234-9200 Fax 949-496-7681

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

## CIF SECTION OFFICES

### CIF CENTRAL SECTION

Jim Crichlow, Commissioner  
P.O. Box 1567  
Porterville, CA 93258  
Phone: (559) 781-7586  
Fax: (559) 781-7033

### CIF CENTRAL COAST SECTION

Nancy Lazenby Blaser, Commissioner  
6830 Via Del Oro, Suite 103  
San Jose, CA 95119  
Phone: (408) 224-2994  
Fax: (408) 224-0476

### CIF LOS ANGELES SECTION

John Aguirre, Commissioner  
8401 Arleta Ave.  
Sun Valley, CA 91352  
Phone: (818) 767-0800  
Fax: (818) 767-0802

### CIF NORTH COAST SECTION

Gil Lemmon, Commissioner  
5 Crow Canyon Court, Suite 209  
San Ramon, CA 94583  
Phone: (925) 263-2110  
Fax: (925) 263-2120

### CIF NORTHERN SECTION

Elizabeth Kyle, Commissioner  
2241 St. George Lane, Suite 2  
Chico, CA 95926  
Phone: (530) 343-7285  
Fax: (530) 343-5619

### CIF OAKLAND SECTION

Russell White, Commissioner  
1000 Broadway, Suite 680  
Oakland, CA 94607  
Phone: (510) 879-4290  
Fax: (510) 879-3687

### CIF SAC-JOQUIN SECTION

Michael Garrison, Commissioner  
P.O. Box 289  
Lodi, CA 95241  
Phone: (209) 334-5900  
Fax: (209) 334-0300

### CIF SAN DIEGO SECTION

Jerry Schniepp, Commissioner  
2131 Pan American Plaza  
San Diego, CA 92101  
Phone: (858) 292-8165  
Fax: (858) 292-1375

### CIF SAN FRANCISCO SECTION

Don Collins, Commissioner  
555 Portola Drive, Bungalow 2  
San Francisco, CA 94131  
Phone: (415) 920-5185  
Fax: (415) 920-5189

### CIF SOUTHERN SECTION

Rob Wigod, Commissioner  
10932 Pine Street  
Los Alamitos, CA 90720  
Phone: (562) 493-9500  
Fax: (562) 493-6266



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

June 10, 2015

**MASTER TEACHER PAYMENT**

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**CALIFORNIA STATE UNIVERSITY, FULLERTON**

<b><u>Master Teacher</u></b>	<b><u>Student Teacher</u></b>	<b><u>Location</u></b>	<b><u>Amount</u></b>
Barnett, Keith	Taryn Richardson	ANHS	166.75
Chance, Peter	Lesley Duke	THS	166.75
de Diego, Joslin	Caila Poythress	ANHS	125.00
Degn, Michelle	Megan Parker	Chaparral	150.00
DeMille, Kim	Victoria Baker	Concordia	150.00
Gammell, Mark	Tyler DeShon	DHHS	83.25
Hancock, Keith	Rebecca Salazar	THS	250.00
Higginson, Patrick	Tyler Snyder	CVHS	41.65
Jeung, Albert	Juliana Quinones	ANHS	83.25
McGinnis, Jeff	Juliana Quinones	AVMS	166.75
Migge, Christina	Shannon O'Malley	THS	125.00
Morgan, Robert	Taryn Richardson	ANHS	83.25
Mulligan, Brian	Tyler Snyder	CVHS	83.25
Phillips, Deanna	Morgan Strickland	Reilly	150.00
Reid, Rebecca	Tyler DeShon	DHHS	166.75
Richardson, Kim	Alyssa Eck	Reilly	150.00
Sanchez, Lynn	Amber Rockenbach	CVHS	166.75
Sims, Andrew	Andrew Ellis	DHHS	166.75
Slocum, Nicole	Andrew Ellis	DHHS	83.25
Sorrell, Jason	Amber Rockenbach	CVHS	83.25
Tran, Chau	Benjamin Stirratt	DHHS	250.00
Villasenor, Shannon	Alyssa Whitaker	ANHS	250.00
Woodward, Rick	Lesley Duke	THS	83.25

**Total \$3,224.90**

EXHIBIT 17



Board of Trustees Purchase Order Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JUNE 10, 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
5465	87	WLC ARCHITECTS INC	CnsMgFee/Fac Acq /CVHS	8,551.97
5466	92	BONDLOGISTIX LLC	Legal /Fac Acq /Dstrctwd	2,250.00
5467	93	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	4,715.00
5468	92	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	1,500.00
			4 Purchase Orders	\$17,016.97

EXHIBIT 18

Attachment 1



Board of Trustees Purchase Order Listing  
 \*----- Fiscal Year: 2014-15 -----\*  
 Board of Trustees Meeting.....JUNE 10, 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
345873	1	MCGRAW-HILL SCHOOL EDUCATION	InstMtls/SEOthIns/Dstrctwd	887.82
345874	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	305.22
345875	1	BLIND CHILDREN'S LEARNING	Sub NPS /NPS /Dstrctwd	4,995.00
345876	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	12,296.00
345877	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	6,798.00
			Sub MHBC/NPS /Dstrctwd	14,998.50
			Sub MHBC/PsychSer/Dstrctwd	14,998.50
345878	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	390.00
345879	1	NEW HAVEN SCHOOL	NPS /NPS /Dstrctwd	12,096.00
345880	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	275.49
345881	1	NEW HAVEN SCHOOL	CnsltNon/GuidCnsl/Dstrctwd	550.00
345882	1	NEW HAVEN SCHOOL	Residtl /NPS /Dstrctwd	1,300.00
345883	1	NEW HAVEN SCHOOL	CnsltNon/GuidCnsl/Dstrctwd	7,773.28
345884	1	NATIONAL SCHOOL PRODUCTS	InstMtls/Instrctn/San Juan	279.37
345885	1	OCDE/MEDIA SERVICES	InstMtls/Instrctn/Lobo	135.00
345886		VOID	VOID	0.00
345887	1	HAAN CRAFTS	InstMtls/Instrctn/Dstrctwd	590.33
345888	1	NASCO WEST	InstMtls/Instrctn/Dstrctwd	104.89
345889	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	730.00
345890	1	GUITAR CENTER STORES INC	InstMtls/Instrctn/AVMS	64.80
345891	1	PRAXAIR	NonCapEq/RR:Bldgs/Dstrctwd	1,251.72
345892		VOID	VOID	0.00
345893	1	DEVEREUX TEXAS TREATMENT	Residtl /NPS /Dstrctwd	700.00
345894	1	HOUGHTON MIFFLIN HARCOURT	InstMtls/Instrctn/Hiddn Hl	4,087.18
345895	1	BARRIOS & ASSOC.LLC DBA	CnsltNon/DW Unrst/Dstrctwd	30,000.00
345896	1	BERTRAND'S HORN IMPROVEMENT	InstMtls/Instrctn/Dstrctwd	1,075.52
345897	1	CAMCOR INC	InstMtls/Instrctn/San Juan	2,440.15
345898	1	CAMCOR INC	NonCapEq/Instrctn/Lgna Nig	2,244.67
345899	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Ambuehl	176.85
345900	1	TEACHERS DISCOVERY	InstMtls/Instrctn/Dstrctwd	2,325.00
345901	1	VAVRINEK TRINE DAY & CO LLP	Serv& Op/M-R Reim/Dstrctwd	4,500.00
345902	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	500.00
345903	1	AUDITORY INSTRUMENTS	NonCapEq/Instrctn/SJHHS	3,824.76
345904	1	PORT VIEW PREPARATORY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	45,741.00
345905	1	PARADIGM HEALTH CARE SERVICES	Serv& Op/SupvAdmn/Dstrctwd	80,690.00
345906	1	USI INC	InstMtls/Instrctn/Dstrctwd	152.79
345907	1	DENAULT'S HARDWARE	InstMtls/Instrctn/RH Dana	400.00
345908	1	CAMCOR INC	NonCapEq/Instrctn/SJHHS	2,805.84
345909	1	CAMCOR INC	NonCapEq/Instrctn/SJHHS	829.55
345910	1	EAGLE COMMUNICATIONS	Rnt&Repr/Instrctn/FNMS	480.80
345911	1	CAMCOR INC	InstMtls/Instrctn/BAMS	508.81
345912	1	PC & MACEXCHANGE	NonCapEq/Instrctn/BAMS	2,106.00
345913	1	SELECT EQUIPMENT SALES INC	NonCapEq/TIS /Dstrctwd	15,012.00
345914	1	DISCOVERY SCIENCE CENTER OF OC	Serv& Op/Instrctn/OsoGrand	2,033.00

Board of Trustees Purchase Order Listing  
 \*----- Fiscal Year: 2014-15 -----\*  
 Board of Trustees Meeting.....JUNE 10, 2015

PO No.	Fund	Vendor	Description	Amount
345915	1	DISCOVERY SCIENCE CENTER OF OC	Serv& Op/Instrctn/Las Palm	1,263.50
345916	1	DISCOVERY SCIENCE CENTER OF OC	Serv& Op/Instrctn/Reilly	325.00
345917		VOID	VOID	0.00
345918	1	GUTTA, DR. RAVI	Serv& Op/Prsnl:HR/Dstrctwd	700.00
345919	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Instrctn/VdelMarE	1,272.00
345920	1	LEISURE CARE REFERRAL AGENCY	Serv& Op/HlthServ/Dstrctwd	15,000.00
345921	1	JOURNEYS TO THE PAST	Serv& Op/Instrctn/OsoGrand	750.00
345922	1	JOURNEYS TO THE PAST	CnsltSvs/Instrctn/Marblehd	1,350.00
345923	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/HlthServ/Dstrctwd	584.81
345924	1	MEET THE MASTERS INC	Serv& Op/Enterprs/Castille	6,000.00
345925	1	SEGERSTROM CENTER FOR THE ARTS	Serv& Op/Instrctn/VdelMarE	610.00
345926	1	CSBA	CnfrNonI/Board /Dstrctwd	55.00
345927	1	NASCO WEST	InstMtls/Instrctn/Dstrctwd	1,415.62
345928	1	THE COLLEGE BLUEPRINT LLC	CnsltSvs/Instrctn/Dstrctwd	100.00
345929	1	VERIZON WIRELESS	SpplsNonI/HlthServ/Dstrctwd	16.00
345930	1	CLARINDA ACADEMY	Residtl /NPS /Dstrctwd	6,750.00
			Sub MHBC/NPS /Dstrctwd	10,041.00
			Sub MHBC/PsychSer/Dstrctwd	10,041.00
345931	1	ROZENBERG, ABBY	NPA /Spch Aud/Dstrctwd	1,400.00
345932	1	NEW HAVEN SCHOOL	CnsltNon/PsychSer/Dstrctwd	5,059.97
345933	1	NEW HAVEN SCHOOL	CnsltNon/GuidCnsl/Dstrctwd	4,461.52
345934	1	EXCELSIOR YOUTH CENTER	Residtl /NPS /Dstrctwd	280.00
345935	1	ROZENBERG, ABBY	NPA /Spch Aud/Dstrctwd	405.00
345936	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/DHHS	287.00
345937	1	ATTAINMENT COMPANY	InstMtls/SEOthIns/Dstrctwd	134.47
345938	1	IMAGE 2000	InstMtls/Instrctn/OsoGrand	282.20
345939	1	APPLE COMPUTER INC	NonCapEq/Instrctn/FrshStrt	955.85
			NonCapEq/Instrctn/Dstrctwd	1,375.48
345940	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	562.44
345941	1	APPLE COMPUTER INC	InstMtls/Instrctn/VDMMS	1,311.96
345942	1	SATCO SUPPLY	InstMtls/Instrctn/Dstrctwd	692.24
345943	1	CULVER-NEWLIN	SpplsNonI/Purch /Dstrctwd	93.86
345944	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Marblehd	410.29
345945	1	FISHER SCIENTIFIC	InstMtls/Instrctn/SMS	137.27
345946	1	VERNIER SOFTWARE	InstMtls/Instrctn/CVHS	415.14
345947	1	COMMUNICATIONS USA	NonCapEq/Instrctn/Dstrctwd	91.52
			SpplsNonI/Sch Adm /HankeyES	34.12
345948	1	POSITIVE PROMOTIONS	SpplsNonI/Pub Info/Dstrctwd	792.77
345949	1	HITT MARKING DEVICE	SpplsNonI/HlthServ/Dstrctwd	31.02
345950	1	NO SKIDDING PRODUCTS INC	SpplsNonI/Sch Adm /FNMS	303.12
345951	1	OFFICE DEPOT	SpplsNonI/Sch Adm /SMS	23.53
345952	1	APPERSON	InstMtls/Instrctn/CVHS	111.38
345953	1	COMPLETE OFFICE OF CA	SpplsNonI/FacPlann/Dstrctwd	500.00
345954	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	2,987.00
345955	1	CDWG Inc	SpplsNonI/SupvAdmn/Dstrctwd	600.02
			InstMtls/Instrctn/CanVistE	53.98
345956	1	APPLE COMPUTER INC	SpplsNonI/SupvAdmn/Dstrctwd	261.12
345957	1	INSIGHT SYSTEMS EXCHANGE	SpplsNonI/SupvAdmn/Dstrctwd	300.00
			InstMtls/Instrctn/Malcom	66.12
345958	1	HOWARD TECHNOLOGY SOLUTIONS	SpplsNonI/SupvAdmn/Dstrctwd	24.50

Board of Trustees Purchase Order Listing  
 \*----- Fiscal Year: 2014-15 -----\*  
 Board of Trustees Meeting.....JUNE 10, 2015

PO No.	Fund	Vendor	Description	Amount
345959	1	CDWG Inc	SplsNonI/SupvAdmn/Dstrctwd	271.21
345960	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Dstrctwd	4,017.60
345961	1	APPLE COMPUTER INC	SplsNonI/SupvAdmn/Dstrctwd	261.12
345962	1	APPLE COMPUTER INC	SplsNonI/SupvAdmn/Dstrctwd	300.00
			InstMtls/Instrctn/Moulton	112.32
345963	1	APPLE COMPUTER INC	SplsNonI/SupvAdmn/Dstrctwd	261.12
345964	1	APPLE COMPUTER INC	SplsNonI/SupvAdmn/Dstrctwd	261.12
345965	1	APPLE COMPUTER INC	SplsNonI/SupvAdmn/Dstrctwd	214.92
345966	1	TEACHERS DISCOVERY	InstMtls/Instrctn/Dstrctwd	807.50
345967	1	ENVIRONMENTAL NATURE CENTER	CnsltSvs/Instrctn/Reilly	235.00
345968	1	BERTRAND'S HORN IMPROVEMENT	InstMtls/Instrctn/Dstrctwd	8,000.99
345969	1	FOLLETT SCHOOL SOLUTIONS INC	K-12Text/Instrctn/CVHS	55.12
345970	1	AUDITORY INSTRUMENTS	InstMtls/Instrctn/Dstrctwd	279.20
345971	13	IMAGE ONE TECHNOLOGY SOLUTIONS	OpSupp /FoodServ/Dstrctwd	500.00
345972	1	BEN'S MUSIC	Rnt&Repr/Instrctn/Dstrctwd	125.00
345973	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	200.00
345974	1	PLAZA ART GALLERY	NonCapEq/RR:Bldgs/Dstrctwd	431.94
345975	1	JANET BUCK	Residtl /NPS /Dstrctwd	280.00
345976	13	ORANGE COUNTY REGISTER	Marketin/FoodServ/Dstrctwd	1,216.56
345977	1	CHAD WALTERS	Residtl /NPS /Dstrctwd	586.13
345978	13	CHEFS' TOYS	SmlEquip/FoodServ/Dstrctwd	380.48
345979	13	EKON-O-PAC INC.	Food Sup/FoodServ/Dstrctwd	79.92
345980	1	TEACHERS DISCOVERY	InstMtls/Instrctn/Dstrctwd	628.78
345981	1	CURRICULUM ASSOCIATES	InstMtls/Instrctn/Dstrctwd	10,021.01
345982	12	CENTENO, CELINA	InstMtls/Instrctn/Dstrctwd	427.29
345983	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /FNMS	2,000.00
345984	1	HAAN CRAFTS	InstMtls/Instrctn/Dstrctwd	334.80
345985	1	DEMCO	SplsNonI/Sch Adm /Las Palm	844.52
345986	1	ANDERSON'S	SplsNonI/Sch Adm /San Juan	67.77
345987	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Viejo	900.00
345988	23	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	770.00
345989	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/MFMS	3,000.00
345990	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /SJHHS	3,000.00
345991	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	3,000.00
345992	1	GOPHER ATHLETIC	InstMtls/Instrctn/San Juan	838.67
345993	1	GOPHER ATHLETIC	InstMtls/Instrctn/San Juan	380.21
345994	1	GOPHER ATHLETIC	InstMtls/Instrctn/San Juan	1,016.17
345995	1	APPLE COMPUTER INC	InstMtls/Instrctn/Las Palm	4,392.66
345996	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Ambuehl	1,803.60
345997	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/AVMS	1,830.60
345998	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Lgna Nig	1,442.88
345999	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tesoro	1,082.16
346000	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tesoro	360.72
346001	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tesoro	360.72
346002	1	CDWG Inc	InstMtls/Instrctn/Concordi	1,749.44
346003		VOID	VOID	0.00
346004	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Concordi	171.50
346005	1	FULL COMPASS SYSTEMS LTD	InstMtls/Instrctn/LadraElm	337.74
346006	1	CDWG Inc	InstMtls/Instrctn/ANHS	11.99
346007		VOID	VOID	0.00

Board of Trustees Purchase Order Listing  
 \*----- Fiscal Year: 2014-15 -----\*  
 Board of Trustees Meeting.....JUNE 10, 2015

PO No.	Fund	Vendor	Description	Amount
346008	1	SUPER DUPER INC.	SpIsNonI/Spch Aud/Dstrctwd	245.95
346009	1	MIKE BROWN GRANDSTANDS INC.	SpIsNonI/Sch Adm /Dstrctwd	7,070.00
346010	1	PACIFIC PARTY RENTAL	SpIsNonI/Sch Adm /Dstrctwd	1,500.00
346011	1	CM ARMSTRONG FLORAL DESIGNS	SpIsNonI/Sch Adm /Dstrctwd	1,300.00
346012	1	COALITION FOR ADEQUATE SCHOOL	CnfrNonI/M&OResOH/Dstrctwd	498.00
346013	1	HITT MARKING DEVICE	NonCapEq/Purch /Dstrctwd	322.93
346014	1	CCSESA	CnfrNonI/SupvAdmn/Dstrctwd	500.00
346015	1	LARSON LIGHTING	Rntl:Oth/Sch Adm /Dstrctwd	20,430.00
346016	1	AMERICAN LOGISTICS COMPANY LLC	Serv& Op/PuplTran/Dstrctwd	50,000.00
346017	1	RINCON TRUCK PARTS	Ppl Tran/PuplTran/Dstrctwd	1,320.00
			Rntl:Oth/PuplTran/Dstrctwd	1,360.00
			Rntl:Oth/Dist Veh/Dstrctwd	1,320.00
346018	1	HARRIS STEEL FENCE CO. INC.	NonCapEq/RR:Grnds/Dstrctwd	64,116.00
346019	23	J.L. COBB PAINTING	BI:Const/Fac Acq /SCHS	3,200.00
346020	23	KNOWLAND CONSTRUCTION SERVICES	BI:Inspc/Fac Acq /DHHS	24,480.00
346021	1	GOV CONNECTION INC	SpIsNonI/PuplTran/Dstrctwd	247.34
346022	1	DEMCO	InstMtls/Instrctn/Las Palm	115.26
346023	1	SCHOOL SPECIALTY	SpIsNonI/Sch Adm /DHHS	52.10
346024	1	STOTZ EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	2,500.00
346025	1	WESTERN GRAPHIX	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
346026	1	ORANGE COUNTY REGISTER	Cmmnctns/Bus/Fisc/Dstrctwd	161.20
346027	1	PRO SVL	InstMtls/Instrctn/Las Palm	503.33
346028	1	CAMCOR INC	InstMtls/Instrctn/MFMS	1,597.54
346029	1	CAMCOR INC	InstMtls/Instrctn/MFMS	1,952.12
346030	1	CAMCOR INC	InstMtls/Instrctn/DHHS	488.03
346031	1	WARDS MEDIA TECH	InstMtls/Instrctn/Dstrctwd	664.20
346032	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	448.52
346033	1	VERTICAL TRANSPORT INC	Serv& Op/RR:Bldgs/Dstrctwd	432.00
346034	1	B & H PHOTOGRAPHY	SpIsNonI/SupvAdmn/Dstrctwd	291.41
346035	1	JIM'S MUSIC CENTER	InstMtls/Instrctn/Tesoro	5,306.96
346036	1	TECHSMITH CORPORATION	SpIsNonI/SupvAdmn/Dstrctwd	306.15
346037	1	TECH4LEARNING	Serv& Op/Instrctn/Reilly	162.00
346038	1	MOBILE COMMUNICATION REPAIR	SpIsNonI/Sch Adm /Chaparal	1,632.96
346039	1	RAM CONSTRUCTION SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
346040	1	SCHOOL OUTFITTERS.COM	InstMtls/Instrctn/Dstrctwd	1,142.59
346041	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	13,270.00
346042	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	13,270.00
346043	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	13,270.00
346044	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	11,943.00
346045	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	22,113.00
346046	14	J.L. COBB PAINTING	Bldg Imp/Fac Acq /LF Elem	18,800.00
346047	1	SADDLEBACK GOLF CARS	Rntl:Oth/Sch Adm /Dstrctwd	1,834.60
346048	1	DIAMOND ENVIROMENTAL SERVICES	Rntl:Oth/Sch Adm /Dstrctwd	507.20
346049	1	AVES AUDIO VISUAL SYSTEMS	NonCapEq/Instrctn/Dstrctwd	35.37
346050	1	MIKE BROWN GRANDSTANDS INC.	Rntl:Oth/Sch Adm /Dstrctwd	2,200.00
346051	1	SOUTH COAST AIR QUALITY MGMT	PrepdExp/Undesig /Dstrctwd	362.52
346052	1	ULINE	SpIsNonI/Warehse /Dstrctwd	1,000.00
346053	1	COMPLETE OFFICE OF GA	SpIsNonI/RR:Bldgs/Dstrctwd	600.00
346054	1	CCSESA	CnfrNonI/Sch Adm /Dstrctwd	250.00
346055	13	PREMIER FOOD SAFETY	CnfrNonI/FoodServ/Dstrctwd	149.00

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PO No.	Fund	Vendor	Description	Amount
346056	1	VERIZON WIRELESS	Cmmnctns/RR:Bldgs/Dstrctwd	1,500.00
346057	1	VERIZON WIRELESS	Cmmnctns/DW Undst/Dstrctwd	4,000.00
346058	1	AT&T	Cmmnctns/DW Unrst/Dstrctwd	100.00
346059	1	USI INC	SplsNonI/Custodil/Dstrctwd	34.07
346060	1	WARDS MEDIA TECH	InstMtls/Instrctn/Las Palm	8,618.40
346061	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	500.00
346062	1	JOURNEY CHARTER SCHOOL	InLieuTx/Undesig /Journey	149,595.00
346063	1	COMMUNITY ROOTS	InLieuTx/Undesig /CommRoot	156,110.00
346064	1	CAPISTRANO CONNECTIONS ACADEMY	InLieuTx/Undesig /Connectn	251,498.00
346065	1	OXFORD ACADEMY	InLieuTx/Undesig /Oxford	478,097.00
346066	1	BRADBURY, JOSHUA AND/OR	NPS /NPS /Dstrctwd	436.48
346067	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	5,504.00
346068	1	COASTAL BLUE	SplsNonI/Grph Art/Dstrctwd	401.76
346069	1	SHRED-IT US JV LLC	Serv& Op/Warehse /Dstrctwd	3,155.00
346070	1	SARA WALTERS	Residtl /NPS /Dstrctwd	181.46
346071	1	BEN'S MUSIC	NonCapEq/Instrctn/Dstrctwd	1,954.80
346072	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	458.00
346073	1	DELL COMPUTER	NonCapEq/SEOthIns/Dstrctwd	1,179.07
346074	1	CDWG Inc	InstMtls/SEOthIns/Dstrctwd	271.21
346075	1	CDWG Inc	InstMtls/SEOthIns/Dstrctwd	271.21
346076	1	DELL COMPUTER	NonCapEq/SEOthIns/Dstrctwd	1,072.34
346077	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	466.32
346078		VOID	VOID	0.00
346079	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SEOthIns/Dstrctwd	24.50
346080	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SEOthIns/Dstrctwd	24.50
346081	1	CDWG Inc	NonCapEq/Instrctn/SJHHS	2,275.08
346082	1	HARCOURT OUTLINERS INC	InstMtls/Instrctn/Chaparal	147.80
346083	1	UNITED RENTALS	Rntl:Oth/CurAthlt/ANHS	1,497.65
346084	1	SHAR PRODUCTS COMPANY	InstMtls/Instrctn/Dstrctwd	496.00
346085	1	SHRED-IT US JV LLC	Serv& Op/Sch Adm /Dana ENF	232.00
346086	1	WELCH ALLYN PRODUCT SERVICE	SplsNonI/Sch Adm /Chaparal	128.80
346087	1	DELL COMPUTER	SplsNonI/Sch Adm /SJHHS	1,406.34
346088	1	DELL COMPUTER	NonCapEq/Sch Adm /SJHHS	2,557.68
346089	1	TANAKA FARM & PUMPKIN PATCH	FieldTrp/Instrctn/Las Palm	2,527.00
346090	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Castille	3,000.00
346091	1	MITCHELL INTERNATIONAL	Ppl Tran/PuplTran/Dstrctwd	100.00
346092	1	APPLE COMPUTER INC	SplsNonI/SupvAdmn/Dstrctwd	300.02
			InstMtls/Instrctn/DJAMS	220.30
346093	1	SWEETWATER SOUND	InstMtls/Instrctn/Dstrctwd	1,780.92
346094	1	CDWG Inc	SplsNonI/SupvAdmn/Dstrctwd	271.21
346095	1	HOWARD TECHNOLOGY SOLUTIONS	SplsNonI/SupvAdmn/Dstrctwd	24.50
346096	1	APPLE COMPUTER INC	InstMtls/Instrctn/Concordi	161.84
346097	1	OFFICE DEPOT	SplsNonI/Sch Adm /Serra	1,000.00
346098	1	JOSTENS	SplsNonI/Sch Adm /Serra	3,500.00
346099	13	SCSNA ATTN: SUZY SAYRE	CnfrNonI/FoodServ/Dstrctwd	65.00
346100	1	SCHOOL HEALTH CORPORATION	SplsNonI/HlthServ/Dstrctwd	279.72
346101	1	SCHOOL HEALTH CORPORATION	SplsNonI/HlthServ/Dstrctwd	279.72
346102	1	BREN EVENTS CENTER	Rntl:Oth/Sch Adm /Dstrctwd	17,100.00
346103	1	BOYS TOWN CALIFORNIA INC.	SubNonCn/GuidCnsl/Dstrctwd	26,000.00
346104	1	SEPULVEDA BLDG MATERIALS	InstMtls/Instrctn/Las Palm	807.26

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346105	1	CULVER-NEWLIN	InstMtls/Instrctn/Las Palm	183.60
346106	1	CULVER-NEWLIN	InstMtls/Instrctn/Las Palm	296.78
346107	1	CULVER-NEWLIN	InstMtls/Instrctn/BAMS	1,949.88
346108	1	CULVER-NEWLIN	SplsNonI/Sch Adm /FNMS	2,038.18
346109		VOID	VOID	0.00
346110	1	BARRETT-ROBINSON INC	NonCapEq/Instrctn/SJHHS	777.85
346111	1	CULVER-NEWLIN	SplsNonI/Sch Adm /SJHHS	311.90
346112	1	CULVER-NEWLIN	SplsNonI/Sch Adm /Don Juan	1,200.96
346113	1	CULVER-NEWLIN	SplsNonI/Pup Serv/CVHS	900.72
346114	1	CULVER-NEWLIN	SplsNonI/Sch Adm /CVHS	2,628.29
346115	13	CULVER-NEWLIN	LrgEquip/FoodServ/Dstrctwd	546.48
346116	13	ARROW RESTAURANT EQUIPMENT	SmlEquip/FoodServ/Dstrctwd	416.99
346117	1	CULVER-NEWLIN	InstMtls/Libr&Med/SCHS	523.91
346118	13	CHEFS' TOYS	LrgEquip/FoodServ/Dstrctwd	4,850.34
346119	1	CULVER-NEWLIN	NonCapEq/Sch Adm /SJHHS	920.70
346120	1	CULVER-NEWLIN	SplsNonI/Sch Adm /Dana ENF	1,899.07
346121	1	CULVER-NEWLIN	InstMtls/Instrctn/AVMS	7,428.84
346122	1	PRO-ED	SplsNonI/PsychSer/Dstrctwd	354.00
346123	1	PRO-ED	SplsNonI/Spch Aud/Dstrctwd	697.20
346124	1	NCS PEARSON INC.	SplsNonI/PsychSer/Dstrctwd	905.90
346125	1	NCS PEARSON INC.	SplsNonI/Spch Aud/Dstrctwd	182.67
346126	1	ACT EDUCATION AND WORKFORCE	Serv& Op/PuplTest/Dstrctwd	422.28
346127	1	MULTIPLE MEASURES LLC	Serv& Op/PuplTest/Dstrctwd	9,600.00
346128	1	PHONAK LLC	SplsNonI/HlthServ/Dstrctwd	1,422.39
346129	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Hiddn Hl	164.07
346130	1	NASCO WEST	InstMtls/Instrctn/Dstrctwd	220.08
346131	1	DICK BLICK WEST	InstMtls/Instrctn/VDMMS	1,160.00
346132	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LFMS	59.96
346133	1	CAMPBELL KELLER	SplsNonI/Sch Adm /SJHHS	8,596.80
346134	1	CULVER-NEWLIN	InstMtls/Instrctn/Las Palm	781.92
346135	1	CULVER-NEWLIN	InstMtls/Instrctn/Las Palm	299.16
346136	1	CULVER-NEWLIN	NonCapEq/Libr&Med/BAMS	1,694.41
346137	1	LEISURE CARE REFERRAL AGENCY	Serv& Op/HlthServ/Dstrctwd	15,000.00
346138	1	GOVERNMENT FINANCIAL	Serv& Op/Bus/Fisc/Dstrctwd	16,500.00
			Serv& Op/M-R Reim/Dstrctwd	8,500.00
346139	25	SCHOOL FACILITY CONSULTANTS	Serv& Op/Fac Acq /Dstrctwd	50,000.00
346140	1	SOLIAN HEALTH INC	SubInCon/Aid:Inst/Dstrctwd	18,000.00
346141	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	4,750.00
346142	1	OCEAN INSTITUTE	FieldTrp/Instrctn/RH Dana	4,750.00
346143	1	ORANGE COUNTY REGISTER	Serv& Op/Purch /Dstrctwd	25,000.00
346144	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Malcom	7,600.00
346145	1	SPICERS PAPER CO	SplsNonI/Grph Art/Dstrctwd	40,000.00
346146	1	FRICTION MATERIALS CO.	Ppl Tran/PuplTran/Dstrctwd	4,500.00
346147	1	CALIFORNIA SCIENCE CENTER	FieldTrp/Instrctn/RH Dana	445.04
346148	1	US GAMES	InstMtls/Instrctn/Las Palm	3,437.49
346149	25	NMG GEOTECHNICAL INC	CEQA /Fac Acq /Dstrctwd	39,356.00
346150	1	LIBERTY FLAGS	SplsNonI/Sch Adm /SJHHS	119.22
346151	1	WENGER CORPORATION	InstMtls/Instrctn/Dstrctwd	397.13
346152	1	SILICON VALLEY MATHEMATICS	Dues&Mmb/StDev In/Dstrctwd	5,000.00
346153	1	CONTRACT PAPER GROUP INC.	St Rcpts/Undesig /Dstrctwd	7,516.80

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PO No.	Fund	Vendor	Description	Amount
346154	1	EVERYTHING MEDICAL LLC	St Rcpts/Undesig /Dstrctwd	2,638.44
346155	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	8,706.10
346156	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	621.00
346157	1	ORANGE COAST COLLEGE CAFETERIA	SplsNonI/Sch Adm /MFMS	400.00
346158	12	DELL COMPUTER	SplsNonI/SupvAdmn/Dstrctwd	21.59
346159	1	FLORIDA VIRTUAL SCHOOL	Serv& Op/Instrctn/Cal Prep	4,970.00
346160	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/MFMS	360.72
346161	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	360.72
346162	1	CDWG Inc	InstMtls/Instrctn/BAMS	467.53
346163	1	CDWG Inc	InstMtls/Instrctn/BAMS	19,493.79
346164	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/BAMS	1,911.00
346165	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/MFMS	360.72
346166	1	APPLE COMPUTER INC	NonCapEq/Spch Aud/Dstrctwd	30,753.43
346167	1	CONTEMPORARY SERVICES CORP.	SplsNonI/Sch Adm /Dstrctwd	3,100.00
346168	1	CULVER-NEWLIN	InstMtls/Instrctn/DHHS	468.37
346169	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Sch Adm /Dstrctwd	2,000.00
346170		VOID	VOID	0.00
346171	1	APPLE COMPUTER INC	InstMtls/Instrctn/Oak Grv	304.32
346172	1	CARD INTEGRATORS	NonCapEq/PuplTran/Dstrctwd	6,425.39
346173	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Bathgate	181.42
346174	1	ZONAR	F&ENonIn/PuplTran/Dstrctwd	5,119.20
346175	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/GrgWhite	348.72
346176	1	ADVANCED EXERCISE EQUIPMENT	NonCapEq/Instrctn/SJHHS	4,948.07
346177	1	CULVER-NEWLIN	InstMtls/Instrctn/DHHS	946.89
346178	1	EASTBAY TEAM SALES	InstMtls/CurAthlt/ANHS	5,110.04
346179	1	EASTBAY TEAM SALES	NonCapEq/CurAthlt/ANHS	962.37
			InstMtls/CurAthlt/ANHS	393.09
346180	1	FIRST SERVICE	InstMtls/CurAthlt/ANHS	3,554.72
346181	1	LUCIA MAR UNIFIED SCHOOL	Conf:Ins/Instrctn/ANHS	725.00
346182	1	CULVER-NEWLIN	InstMtls/Instrctn/Serra	289.44
346183	1	BARRETT-ROBINSON INC	NonCapEq/Instrctn/Benedict	687.00
346184	1	DEWEYS HOME APPLIANCES	NonCapEq/Instrctn/Serra	2,908.44
346185	1	DEWEYS HOME APPLIANCES	SplsNonI/HlthServ/Dstrctwd	140.35
346186	1	HEINEMANN	InstMtls/Instrctn/LadraElm	3,510.00
346187	1	SWEETWATER SOUND	NonCapEq/Instrctn/Dstrctwd	1,360.42
346188	1	DEWEYS HOME APPLIANCES	SplsNonI/HlthServ/Dstrctwd	140.35
346189	1	DEWEYS HOME APPLIANCES	SplsNonI/PuplTran/Dstrctwd	204.12
346190	1	DEWEYS HOME APPLIANCES	NonCapEq/RR:Bldgs/Dstrctwd	753.84
346191	1	ULINE	SplsNonI/TIS /Dstrctwd	152.28
346192	1	DEWEYS HOME APPLIANCES	NonCapEq/Instrctn/NHMS	809.95
346193		VOID	VOID	0.00
346194	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Bathgate	59.35
346195	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Reilly	82.05
346196	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Dstrctwd	2,939.30
346197	1	POSITIVE PROMOTIONS	InstMtls/Instrctn/San Juan	61.43
346198	1	ESSENTIAL PACKS	SplsNonI/Enterprs/DJAMS	242.58
346199	1	SWEETWATER SOUND	InstMtls/Instrctn/Dstrctwd	8,396.41
346200	1	CAMCOR INC	InstMtls/Instrctn/Las Palm	248.86
346201	1	AUDIBLE GENIUS LLC	Serv& Op/Instrctn/Dstrctwd	623.92
346202	1	HOWARD TECHNOLOGY SOLUTIONS	SplsNonI/Sch Adm /Viejo	245.00

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PO No.	Fund	Vendor	Description	Amount
346203	1	CDWG Inc	SplsNonI/Sch Adm /Viejo	2,499.20
346204	1	CDWG Inc	CompTech/Instrctn/Dstrctwd	434,272.64
346205	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/Dstrctwd	39,200.00
346206		VOID	VOID	0.00
346207	1	PACIFIC PEDIATRIC SUPPLY LLC	SplsNonI/HlthServ/Dstrctwd	427.36
346208	1	NCS PEARSON INC	SplsNonI/SupvAdmn/Dstrctwd	2,470.00
346209	1	WESTONE LABORATORIES INC	SplsNonI/HlthServ/Dstrctwd	46.75
346210	1	STRIEGL, KIMBERLY	Serv& Op/Spch Aud/Dstrctwd	10,500.00
346211	1	ADVANCED KEYBOARD TECH INC	InstMtls/SE0thIns/Dstrctwd	281.37
346212	1	LOCAL JANITORIAL & VACUUM	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
346213	1	GRANDINETTE, SHARON M.	CnsltNon/SupvAdmn/Dstrctwd	937.27
346214	13	ARROW RESTAURANT EQUIPMENT	LrgEquip/FoodServ/VDMMS	1,617.84
346215	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Dstrctwd	883.44
346216	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	1,608.14
346217		VOID	VOID	0.00
346218	1	NATIONAL SCHOOL PRODUCTS	InstMtls/Instrctn/Lobo	475.15
346219	1	SOCIAL STUDIES SCHOOL SERVICE	InstMtls/Instrctn/Bathgate	2,127.60
346220	1	HEALTH EDUCATION SERVICES	InstMtls/Instrctn/LRMS	86.35
346221	1	REALLY GOOD STUFF	InstMtls/Instrctn/Hiddn Hl	223.85
346222	1	LAKESHORE LEARNING MATERIALS	Bks&Ref /Instrctn/Lobo	1,477.41
346223	1	GEIGER WEST	InstMtls/Instrctn/Del Obis	1,463.64
346224	1	PERMA-BOUND	Bks&Ref /Instrctn/MFMS	2,400.02
346225	1	SWEETMAN SYSTEMS	NonCapEq/SE0thIns/Dstrctwd	993.60
346226	1	PERMA-BOUND	K-12Text/Instrctn/LFMS	1,269.02
346227	1	JAMES STANFIELD COMPANY INC	InstMtls/SE0thIns/Dstrctwd	2,027.22
346228	1	SADDLEBACK EDUCATIONAL PUBLISH	InstMtls/SE0thIns/Dstrctwd	971.37
346229	1	PASSMARK SOFTWARE INC	SplsNonI/Sch Adm /Dstrctwd	299.00
346230		VOID	VOID	0.00
346231	1	SOUTH COAST ROP	Serv& Op/Instrctn/Dstrctwd	45,038.69
346232		VOID	VOID	0.00
346233		VOID	VOID	0.00
346234	1	CDWG Inc	SplsNonI/SupvAdmn/Dstrctwd	300.00
			InstMtls/Instrctn/ArroyoEl	88.45
346235	1	HOWARD TECHNOLOGY SOLUTIONS	SplsNonI/SupvAdmn/Dstrctwd	24.50
346236	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Dstrctwd	13,057.20
346237	1	BADEN SPORTS INC	InstMtls/Instrctn/LadraElm	87.26
346238	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/CanVistE	49.00
346239	1	BADEN SPORTS INC	InstMtls/Instrctn/LadraElm	178.36
346240	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Dstrctwd	768.93
346241	1	KNOX COMPANY	SplsNonI/Saf&Trng/Dstrctwd	9,720.00
346242	1	DYNAVOX SYSTEMS LLC	NonCapEq/Spch Aud/Dstrctwd	3,283.20
346243	1	DYNAVOX SYSTEMS LLC	NonCapEq/SE0thIns/Dstrctwd	3,283.20
346244		VOID	VOID	0.00
346245	1	TOBII DYNAVOX	InstMtls/SE0thIns/Dstrctwd	1,947.40
346246		VOID	VOID	0.00
346247		VOID	VOID	0.00
346248	1	CALIFORNIA SCIENCE CENTER	SplsNonI/Sch Adm /Viejo	480.00
346249	1	IMAGINE LEARNING INC	InstMtls/Instrctn/RH Dana	7,857.00
346250	1	DELL COMPUTER	NonCapEq/Sch Adm /Lgna Nig	937.88
346251	1	APPLE COMPUTER INC	NonCapEq/Instrctn/AVMS	7,820.04



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346252	1	CDWG Inc	InstMtls/Instrctn/Serra	327.00
346253	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Serra	24.50
346254	1	DELL COMPUTER	SpIsNonI/Sch Adm /Las Palm	1,179.07
346255	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Bathgate	1,442.88
346256	1	MEHTA, AMARINDER AND SUNNY	Serv& Op/SE0thIns/Dstrctwd	25,000.00
346257	1	DAVID M. GREY	Legal /SupvAdmn/Dstrctwd	25,000.00
346258	1	ACULTY SPECIALTY PRODUCTS INC	Ppl Tran/PuplTran/Dstrctwd	3,658.88
346259	11	ETS	InstMtls/Instrctn/Dstrctwd	461.20
346260	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SMS	360.72
346261	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/SJHHS	28,121.04
			NonCapEq/Instrctn/Dstrctwd	12,054.96
346262	1	CDWG Inc	InstMtls/Instrctn/VDMMS	2,749.12
346263	1	CDWG Inc	InstMtls/StDev In/Concordi	499.84
346264	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/VDMMS	269.50
346265	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/StDev In/Concordi	49.00
346266	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
346267	1	APPLE COMPUTER INC	InstMtls/Instrctn/FNMS	74.52
346268	1	DELL COMPUTER	NonCapEq/Instrctn/Lgna Nig	14,801.76
346269		VOID	VOID	0.00
346270	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Dstrctwd	1,000.00
346271	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Dstrctwd	4,000.00
346272	1	FISHER SCIENTIFIC	InstMtls/Instrctn/Dstrctwd	3,000.00
346273	1	CREATIVE IMAGES	SpIsNonI/Pub Info/Dstrctwd	400.00
346274	1	AVID CENTER	Conf:Ins/Instrctn/Dstrctwd	445.00
346275	1	AWARDS 'N MORE	SpIsNonI/Pub Info/Dstrctwd	150.34
346276	1	BIOMEDICAL WASTE DISPOSAL	Serv& Op/Saf&Trng/Dstrctwd	198.00
346277	1	DELTA EDUCATION	NonCapEq/Instrctn/Dstrctwd	25,487.65
346278		VOID	VOID	0.00
346279	1	MAYER-JOHNSON CO	InstMtls/SE0thIns/Dstrctwd	117.95
346280	1	SAN DIEGO GAS & ELECTRIC	Op&Hskpg/Opr:Util/Dstrctwd	1,450,000.00
346281	1	SOUTHERN CALIFORNIA EDISON	Op&Hskpg/Opr:Util/Dstrctwd	170,000.00
346282	1	CAPISTRANO GOLF CARS	Rntl:Oth/Custodil/Dstrctwd	20,000.00
346283	1	MARZILLI, MIKE	InstMtls/Instrctn/CVHS	126.87
346284	1	MOBILE FLEET WASH	Serv& Op/PuplTran/Dstrctwd	3,000.00
346285	1	VALLEY POWER SYTEMS INC.	Ppl Tran/PuplTran/Dstrctwd	10,000.00
346286	1	PAC TYPEWRITER & COMM	Rntl:Oth/RR:Bldgs/Dstrctwd	1,000.00
346287	1	DM COLOR EXPRESS	SpIsNonI/Op:Grnds/Dstrctwd	5,000.00
346288	1	DENNIS PATRICK HANNA	Serv& Op/RR:Bldgs/Dstrctwd	6,000.00
346289	1	SMARDAN SUPPLY COMPANY	SpIsNonI/RR:Bldgs/Dstrctwd	10,000.00
346290	1	VIRTUAL WATER SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
346291	1	EBERHARD EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	15,000.00
346292	1	MESA GOLF CARTS	Rntl:Oth/Custodil/Dstrctwd	10,000.00
346293	1	NELSON, KRISTEN	SpIsNonI/PrntPart/Dstrctwd	1,645.27
346294	1	SAN CLEMENTE HIGH SCHOOL ASB	SpIsNonI/Sch Adm /Dstrctwd	200.00
346295	1	JUNIPERO SERRA HIGH SCHOOL ASB	SpIsNonI/Sch Adm /Dstrctwd	198.00

404 Purchase Orders \$4,793,067.04

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....JUNE 10, 2015

Warrant Number	Name of Payee	Reference Number	Amount
209461	ABOVE ALL NAMES CONSTRUCTION	PO-343122	5,741.00
209462	CITY OF SAN JUAN CAPISTRANO	PO-340355	14,104.79
209463	CONSOLIDATED ELECT DISTR	PO-340363	1,916.33
209464	DEPT IND RELATION (ACCOUNTING)	PO-341569	125.00
209465	MOULTON NIGUEL WATER	PO-340357	13,426.79
209466	PACIFIC PLUMBING COMPANY OF	PO-341695	4,710.90
209467	SAN DIEGO GAS & ELECTRIC	PO-340354	6,891.31
209468	SANTA MARGARITA WATER	PO-340353	6,961.65
209469	SO CAL GAS CO	PO-340371	8,584.23
209470	SO COAST WATER DIST	PO-341629	8,295.65
209471	SOUTHERN CALIFORNIA EDISON	PO-340370	32,740.70
209472	WEST COAST ARBORISTS INC.	PO-343182	1,431.00
209473	GILBERT & STEARNS INC	PO-344961	1,103.65
209474	ALTERNATIVE COMM SVCS	PO-341443	780.00
		PO-344952	2,393.75
209475	BERRY, SCOTT AND/OR JAIME	PO-340790	1,113.84
209476	BUSINESS INTERPRISE	PO-340161	2,167.50
209477	GIOKARIS, GLENN AND SARAH	PO-344962	1,495.00
209478	HEAR NOW	PO-340165	2,486.25
209479	JAMIESON, MARIZA AND/OR RON	PO-343978	475.64
209480	JENNIFER TONEY SPEECH	PO-343977	5,160.00
209481	MARDAN CENTER OF ED	PO-340474	2,580.00
		PO-341044	2,580.00
		PO-341045	2,580.00
		PO-343098	2,924.00
		PO-343160	2,064.00
		PO-343926	2,924.00
209482	MOORE, BETH	PO-340162	840.00
209483	ORANGE COUNTY THERAPY SERVICE	PO-344684	13,200.00
209484	ORANGE CTY DEPT EDUC	PO-341920	174,671.52
209485	SHACK-LAPPIN, CAROL	PO-340220	5,525.00
209486	STAFFREHAB	PO-342145	2,240.00
209487	ACSA/FOUNDATION FOR EDUC	PO-345322	350.00
209488	COALITION FOR ADEQUATE SCHOOL	PO-343537	880.00
		PO-343539	880.00
209489	FRONTLINE TECHNOLOGIES	PO-345473	1,290.00
209490	HAUSCHILD, WENDIE	PV-154482	27.16
209491	MURATALLA, JOSE E.	PV-154498	540.00
209492	NATIONAL SCIENCE TEACHERS ASSN	PO-345620	79.00
209493	OCCIDENTAL COLLEGE DEPT OF ED	PO-342852	595.00
209494	ORANGE COUNTY DEPT OF EDUCATIO	PO-344831	185.00
209495	UC REGENTS	PO-345343	315.00
209496	WORKABILITY 1 REGION 1	PO-345596	250.00
209497	UC REGENTS	PO-345342	405.00
209498	MR. M'S WORLD	PV-154487	1,153.38

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
209499	NASCO	PO-345612	102.55
209500	O'REILLY AUTOMOTIVES INC	PO-345675	1,015.84
209501	OFFICE DEPOT	PO-342186	278.03
		PO-340012	244.40
		PO-340317	1,906.62
		PO-340569	51.89
		PO-342189	156.30
		PO-342263	266.25
		PO-344548	125.47
		PO-344801	1,174.59
		PO-344998	32.75
		PO-345054	38.92
		PO-345313	140.54
209502	PATHWAY COMMUNICATIONS LTD.	PO-345353	1,768.61
209503	PC & MACEXCHANGE	PO-345363	560.30
		PO-344792	1,053.00
		PO-345539	2,106.00
209504	PERMA-BOUND	PO-345215	807.00
209505	PRO SVL	PO-345542	496.00
209506	PRO-ED	PO-345489	2,217.60
209507	PSYCHOLOGICAL ASSESSMENT RES	PO-345686	302.40
209508	RIFTON EQUIPMENT	PO-345187	3,653.10
209509	SHAMROCK SUPPLY CO INC	PO-345209	1,372.47
209510	SHAR PRODUCTS COMPANY	PO-345362	599.00
		PO-345549	1,301.46
209511	SOUTH COAST MEDICAL GROUP	PO-341756	1,178.00
209512	SPINITAR	PO-345609	1,843.14
209513	STARKEY LABORATORIES INC	PO-345268	76.67
209514	STENHOUSE PUBLISHERS	PO-345610	174.00
209515	TEACHING ENGLISH MATERIALS LLC	PO-345007	3,720.00
209516	ULINE	PO-345665	147.74
209517	VERNIER SOFTWARE	PO-345312	4,482.31
209518	VEX ROBOTICS INC	PO-345576	1,845.05
		PO-345673	266.08
209519	WARDS NATURAL SCIENCE	PO-341455	159.48
		PO-345287	377.37
209520	WOODWIND AND BRASSWIND	PO-345008	824.04
		PO-345327	3,175.20
		PO-345383	228.96
209521	OFFICE DEPOT	PO-341995	480.75
209522	AAAS	PO-345340	360.00
209523	ACER SERVICE CORPORATION	PO-343112	11.00
		PO-345777	287.75
209524	ADAPTIVEMALL.COM	PO-345368	141.85

Board of Trustees Warrant Listing  
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Board of Trustees Meeting.....JUNE 10, 2015

Warrant Number	Name of Payee	Reference Number	Amount
209525	APPLE COMPUTER INC	PO-345280	7,247.48
		PO-345295	412.32
		PO-345333	628.32
		PO-345631	466.27
		PO-345644	10,126.35
		PO-345658	466.32
		PO-345674	1,352.92
209526	AVES AUDIO VISUAL SYSTEMS	PO-344906	806.44
		PO-345269	565.92
209527	B & H PHOTOGRAPHY	PO-345482	3,036.44
		PO-345553	3,161.70
209528	BERTRAND'S HORN IMPROVEMENT	PO-344610	4,301.21
209529	CAMCOR INC	PO-344990	743.64
		PO-345132	82.95
		PO-345568	1,127.21
		PO-345643	302.00
		PO-345645	13.04
209530	CULVER-NEWLIN	PO-344694	1,117.04
		PO-344710	1,475.50
209531	DANIELS TIRE SERVICE	PO-340367	3,258.86
209532	EAI EDUCATION	PO-344758	1,013.88
209533	FISHER SCIENTIFIC	PO-345496	307.02
209534	FLINN SCIENTIFIC INC	PO-345326	167.13
		PO-345474	463.77
209535	FOLLETT SCHOOL SOLUTIONS	PO-345369	124.58
209536	FOLLETT SCHOOL SOLUTIONS INC	PO-345373	293.11
		PO-345374	298.90
209537	FREY SCIENTIFIC	PO-345281	347.57
		PO-345451	280.11
209538	GOPHER ATHLETIC/SPORTS	PO-344553	586.66
		PO-345089	40.93
		PO-345241	1,507.18
		PO-345303	308.78
		PO-345453	218.52
209539	GUITAR CENTER	PO-344146	230.04
209540	HAWTHORNE EDUC SERV	PO-345687	84.00
		PO-345688	704.00
209541	HAZELDEN PUBLISHING	PO-345603	190.00
209542	HIRSCH PIPE & SUPPLY	PO-340361	2,209.36
209543	JOHNSTONE SUPPLY	PO-340523	4,145.06
209544	KAP7 INTERNATIONAL INC	PO-345318	1,235.52
		PO-345319	1,235.52
209545	LOCAL JANITORIAL & VACUUM	PO-340231	784.89
209546	CULVER-NEWLIN	PO-344707	1,440.98
209547	ACCESS TECHNOLOGY SOLUTIONS	PO-344420	657.60

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
209548	260-PRAXAIR DISTRIBUTION INC.	PO-341184	280.44
		PO-345264	1,060.97
209549	ORANGE COUNTY FIRE AUTHORITY	PO-341223	450.00
209550	R&S SOIL PRODUCTS INC	PO-340117	877.60
209551	SMARDAN SUPPLY COMPANY	PO-340789	2,689.85
209552	UNITED RENTALS	PO-340362	316.96
209553	VERSATILE SYSTEMS INC	PO-341745	2,810.00
209554	VISTA PAINT CORP	PO-341192	24.25
209555	WAXIE SANITARY SUPPLY	PO-340385	31,687.71
209556	WESTERN ILLUMINATED PLASTIC	PO-341193	1,879.20
209557	BRENTLINGER, JODEE	PV-154488	88.40
209558	HILL, JOSHUA	PV-154490	225.00
209559	NELSON, KRISTEN	PV-154492	1,645.27
209560	NELSON, TAYLOR	PV-154493	19.00
209561	CENTENO, CELINA	PV-154489	427.29
209562	BOULGARDIES, GABRIELA	PV-154496	387.35
209563	GARRETT, TERESA R	PV-154495	4,380.69
209564	SKARON, DEBORAH	PV-154494	1,278.29
209565	US BANK-PARS#6746022400	PO-340225	10,988.19
209566	CHLIC-CHICAGO	PO-340304	28,765.01
		PO-340307	15,955.00
209567	CAPISTRANO USD	PO-344544	39,309.19
209568	AQUARIUM OF THE PACIFIC	PO-344749	900.00
209569	CAPISTRANO CONNECTIONS ACADEMY	PO-340453	855,637.00
209570	CITY OF SANTA ANA	PO-344081	175.00
209571	COMMUNITY ROOTS	PO-340455	171,948.00
209572	COUNTY OF ORANGE	PO-344162	124.00
209573	JOURNEY CHARTER SCHOOL	PO-340458	138,493.00
209574	OCEAN INSTITUTE	PO-343801	2,400.00
		PO-344531	2,300.00
		PO-344568	1,775.00
209575	OPPORTUNITY FOR LEARNING	PO-340454	1,033.00
209576	OXFORD ACADEMY	PO-340457	305,274.00
209577	!!!APPLE IPAD & ANDROID TABLET	PO-345026	7,643.83
209578	#1 EDUCANDO CON TABLETAS	PO-342838	2,408.25
209579	ACADEMIA DE SERVICIO DE	PO-342883	2,992.50
209580	ADAPTIVE LEARNING LLC	PO-345025	3,283.83
209581	ADVANCED READING SOLUTIONS LLC	PO-342874	1,776.25
209582	ARIANA CARONNA'S TUTORING AND	PO-343560	1,170.00
209583	BRAIN HURRICANE LLC	PO-342843	83.53
209584	COAST TO COAST SOCCER	PO-342814	500.00
209585	CONTEMPORARY SERVICES CORP.	PO-342044	477.00
209586	CONVERSA INCORPORATED	PO-342300	2,400.00
209587	EDUCATIONAL DATA SYSTEMS	PO-345763	556.89
209588	ELEVATE LEARNING LLC	PO-345021	80.85

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Warrant Number	Name of Payee	Reference Number	Amount
209589	EWING CONSULTING INCORPORATED	PO-343714	13,166.67
209590	LEARNING CURVE INC, THE	PO-342823	247.50
209591	OXFORD TUTORING	PO-342842	605.00
209592	PROFESSIONAL TUTORS OF AMERICA	PO-342144	1,388.75
		PO-342879	6,086.00
209593	YMCA OF ORANGE COUNTY	PO-340345	16,708.24
		PO-340350	20,864.80
		PO-342920	1,200.00
209594	iAPRENDE! TUTORING	PO-342878	4,365.00
209595	CITY OF SAN CLEMENTE	PO-345574	20,877.67
209596	CONSOLIDATED ELECT DISTR	PO-340363	1,499.63
209597	GOVERNMENT FINANCIAL	PO-343794	4,087.56
		PO-344947	15,037.44
209598	SO CAL GAS CO	PO-340371	1,952.10
209599	SOUTHERN CALIFORNIA EDISON	PO-340370	5,792.01
209600	US BANK NATIONAL ASSOCIATION	PO-345866	173,642.27
209601	DAVID G KIRSCHEN OD. PHD	PO-345868	2,000.00
209602	HERITAGE SCHOOLS INC	PO-345877	3,988.00
209603	HOWES, JODEEN AND/OR JEREMY	PO-343980	802.40
209604	MINGUS MOUNTAIN ACADEMY	PO-343925	9,444.00
209605	NEW HAVEN YOUTH & FAMILY	PO-345879	432.00
		PO-345881	550.00
		PO-345882	700.00
209606	NSI ACADEMY	PO-341042	9,319.00
209607	OCEANVIEW SCHOOL	PO-340459	3,784.00
		PO-340461	4,084.00
		PO-340463	3,210.00
		PO-340465	456.00
		PO-340467	3,604.00
		PO-340469	2,968.00
		PO-340570	2,332.00
		PO-340696	3,844.00
		PO-341088	3,240.00
		PO-342282	2,332.00
		PO-342342	2,632.00
		PO-342926	3,604.00
		PO-343806	4,024.00
		PO-344326	3,604.00
		PO-344951	608.00
		PO-345017	3,392.00
		PO-345876	1,976.00
209608	ADDISON, CHAD	PV-154628	273.26
209609	JOHNSON, CONSTANCE	PV-154630	61.00
209610	PETTEY, STEPHANIE	PV-154629	875.80
209611	BRIERLEY, MAGDALENA	PV-154546	8.00

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Warrant Number	Name of Payee	Reference Number	Amount
209612	BARRIOS & ASSOC.LLC DBA	PO-344762	7,500.00
209613	COMPREHENSIVE COLLEGE PREP INC	PO-340356	360.00
209614	KEY DATA SYSTEMS	PO-343225	8,375.00
209615	MEET THE MASTERS INC	PO-340138	2,487.62
209616	PROFESSIONAL TUTORS OF AMERICA	PO-343191	715.00
209617	YMCA OF ORANGE COUNTY	PO-340347	9,480.06
209618	1ST JON	PO-340727	128.20
209619	ACER SERVICE CORPORATION	PO-345777	298.75
209620	AERO MARK	PO-343823	15.91
		PO-345069	28.81
209621	ALISO NIGUEL AUTO CARE	PO-340255	1,158.38
209622	ANIMAL PEST MANAGEMENT SERVICE	PO-342455	1,535.00
209623	BARRETT-ROBINSON INC	PO-340586	1,504.33
		PO-345139	991.00
209624	BEACH CITIES GLASS INC	PO-341135	173.16
		PO-344852	376.63
209625	BEN'S MUSIC	PO-345680	4,000.00
209626	BIOMEDICAL WASTE DISPOSAL	PO-340268	99.00
209627	BIOMETRICS4ALL INC	PO-341855	42.75
209628	BJ BINDERY	PO-340093	275.00
209629	BLAIRS TOWING INC	PO-341604	750.00
209630	BUSWEST	PO-340587	1,776.71
209631	CAMCOR INC	PO-344464	1,093.50
		PO-344786	802.35
		PO-344886	260.92
		PO-345703	829.54
209632	COMPLETE OFFICE OF CA	PO-340073	26.98
		PO-340084	75.31
		PO-340437	246.78
		PO-341226	309.11
		PO-342478	10.69
		PO-345560	130.66
		PO-345758	220.63
		PO-345860	279.53
209633	COSTCO S.J.C.	PO-342810	45.42
		PO-344607	368.28
		PO-345591	63,930.38
		PO-345678	1,505.31
209634	D & H DISTRIBUTING	PO-345721	2,313.36
209635	DEMCO	PO-345561	238.24
209636	DM COLOR EXPRESS	PO-340123	216.00
209637	FREEWAY AUTO SUPPLY	PO-344855	1,414.82
209638	GOPHER ATHLETIC/SPORTS	PO-345059	1,317.32
		PO-345060	903.51

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Warrant Number	Name of Payee	Reference Number	Amount
209639	HYDRO-SCAPE PRODUCTS INC	PO-340121	648.63
		PO-343069	1.36
209640	IPC USA	PO-340603	45,105.96
209641	LAWNMOWERS ETC	PO-340232	2,584.98
		PO-342594	62.72
209642	COX COMMUNICATIONS	PO-340605	8,242.89
209643	NCS PEARSON, INC.	PO-345265	929.99
		PO-345696	946.90
		PO-345697	598.75
		PO-345698	268.75
209644	NILES BIOLOGICAL INC	PO-342183	124.32
209645	ORANGE COUNTY REGISTER	PO-340405	712.88
209646	OVER NIGHT NUMBERING	PO-340097	210.00
209647	PATHWAY COMMUNICATIONS LTD.	PO-345529	884.30
209648	PERFECT IMPRESSION, THE	PO-345835	189.00
209649	PLAZA ART GALLERY	PO-345974	431.94
209650	POSITIVE PROMOTIONS	PO-345948	739.25
209651	PRINT & FINISHING SOLUTIONS	PO-345031	430.91
209652	QUAKE KARE INC	PO-345068	835.75
209653	QUALITY TOWING	PO-340669	99.00
209654	RIVERSIDE PUBL CO	PO-345684	408.40
209655	SAFETY-KLEEN SYSTEMS INC	PO-341518	47.15
		PO-341519	455.92
209656	SCHOOL SPECIALTY	PO-345257	52.10
209657	SHAR PRODUCTS COMPANY	PO-345712	1,989.61
209658	SOCIAL THINKING	PO-345607	31.92
209659	SOUTHWEST STRINGS	PO-345715	2,473.12
209660	THE NEW YORK TIMES	PO-334507	8.32
209661	TRUCPAR CO	PO-340683	129.55
209662	WARD'S	PO-345361	664.20
209663	WEBASSIGN	PV-154597	73.50
209664	WOODWIND AND BRASSWIND	PO-345543	477.36
209665	ANTONIUS, LYNDA	PV-154549	40.25
209666	BARRETT, JANET S	PV-154550	43.70
209667	BOLLA, BRENDA	PV-154551	133.98
209668	BOUGRAB, MARIA	PV-154552	6.33
209669	BRUNTON, MICHELLE	PV-154553	114.43
209670	BUCKMAN, JONATHAN T.	PV-154554	74.18
209671	CARLISLE, TERESA	PV-154555	26.45
209672	CHOI, EUN YOUNG	PV-154556	69.00
209673	COX, LINDA	PV-154557	58.08
209674	CUNNINGHAM, CHADWICK	PV-154558	118.45
209675	DAGLEY, JEANA	PV-154559	92.00
209676	DIXON, AURORA	PV-154560	89.70
209677	FALLMAN, MEGAN	PV-154561	39.10



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Warrant Number	Name of Payee	Reference Number	Amount
209678	FFRENCH, ANDREA	PV-154562	23.00
209679	FREY, DEBORAH	PV-154563	52.90
209680	GOLDBECK, MELISSA	PV-154564	91.43
209681	HARVEY, LAUREN	PV-154566	235.18
209682	INFANTE, MARIA CECILIA	PV-154567	120.75
209683	JARRARD, LISA P	PV-154568	24.15
209684	JONES, JOSEPH	PV-154569	196.65
209685	KELLMAN, KATHLEEN	PV-154570	164.45
209686	KERINS, TRACY	PV-154571	31.63
209687	KLISTER, PAMELA	PV-154572	84.53
209688	MARCUS, BRUCE	PV-154573	278.88
209689	METTERT, LISA M	PV-154574	128.23
209690	PLACE, SUSAN	PV-154575	15.53
209691	POWELL, BROOKE	PV-154578	7.48
209692	RAMIREZ, DANA	PV-154576	58.05
209693	RODRIGUEZ, MICHELLE	PV-154577	117.88
209694	TAYLOR, JULIE	PV-154579	112.70
209695	THORNBURG, QUIN	PV-154580	85.68
209696	UMINSKY, ALMA	PV-154581	41.40
209697	VILCEK, JULIE	PV-154582	24.15
209698	WENTZEL, KORY	PV-154583	126.50
209699	WILBUR, SANDRA	PV-154584	63.25
209700	HAMIDI, AURORA	PV-154565	8.05
209701	BANNERMAN, CARY & KELLY	PV-154591	156.40
209702	BELLOMO, PHILIP &/OR KATHY	PV-154593	1,057.54
209703	BRESSLER, ERIC & KATHY	PV-154594	123.23
209704	COON, MATTHEW/ERIKA	PV-154595	465.84
209705	CRABTREE, CHAD & AUREEN	PV-154596	794.88
209706	DICK, CRAIG OR BILLIE	PV-154599	294.63
209707	DUDHEKER, SANJAY OR SONALY	PV-154600	521.64
209708	DUPUIS, MARC & CHRISTINA	PV-154601	145.73
209709	ELPEDES, BERNARD & MINH-THU VU	PV-154602	475.41
209710	FERREN, MATTHEW & KATIE	PV-154603	74.29
209711	GAU, MARY	PV-154604	289.80
209712	GRAGG, PATRICK & TERRY	PV-154605	269.10
209713	GUDIPATI, SRINIVAS &	PV-154612	482.52
209714	HARRAMAN, RUSSEL AND/OR IVANA	PV-154606	329.45
209715	HAYES, DAVID & KATHLEEN	PV-154607	2,014.25
209716	HULING, PARY	PV-154608	899.76
209717	KAMUS, RAY & MARIAN	PV-154609	753.48
209718	LOUIE, DARRYL OR CATHERINE	PV-154610	308.89
209719	MACNAMARA DANIEL & ALICIA	PV-154611	433.25
209720	MICHEL, WALTER &/OR NANCY	PV-154613	376.74
209721	MYERS, EDWIN & BRENDA	PV-154614	574.77
209722	NILSEN, WILFRED & INGRID	PV-154615	151.80

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
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Warrant Number	Name of Payee	Reference Number	Amount
209723	PHO, STACY	PV-154616	33.12
209724	RAMIREZ, JOSE AND OR	PV-154619	345.00
209725	RODAS, PHILLIP AND CAROLYN	PV-154617	235.29
209726	ROSEN, AARON & ANGELA	PV-154618	121.44
209727	SIRKIN, TORY & AMY	PV-154620	244.95
209728	SPRAKER, KELLY	PV-154621	169.74
209729	THOMAS, ED OR REBECCA	PV-154622	313.49
209730	TRITZ, RICHARD &/OR JULIE	PV-154623	198.03
209731	VON DWINGELO, ANTHONY/ELIZABET	PV-154624	116.38
209732	WALTERS, MICHELLE	PV-154592	285.20
209733	WILLIAMS, GINI	PV-154625	96.60
209734	BECK, KAREN	PV-154585	18.00
209735	HANSEN, RACHELLE	PV-154587	15.00
209736	SAN CLEMENTE HIGH SCHOOL ASB	PV-154589	200.00
209737	VIAJAR, VICTORIA	PV-154590	17.00
209738	CISNEROS, SEEMA	PV-154586	125.00
209739	MUTYALA, PHANI	PV-154588	235.00
209740	EXON, LAUREL	PV-154626	831.24
209741	STATE BD EQUALIZATION	PV-154627	1,735.00
209742	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	66,021.87
209743	UNUM LIFE INSURANCE	PO-340310	10,130.98
209744	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-340046	1.36
		PO-340266	17.71
		PO-340425	897.15
		PO-340434	144.32
		PO-340435	91.00
		PO-340443	55.25
		PO-340445	443.00
		PO-340464	60.56
		PO-340477	138.72
		PO-340525	161.26
		PO-340527	682.80
		PO-340533	357.05
		PO-340537	28.82
		PO-340563	775.20
		PO-340564	214.20
		PO-340565	51.42
		PO-340566	30.22
		PO-340622	227.32

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
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Warrant Number	Name of Payee	Reference Number	Amount
209745	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-340622	197.42
		PO-340623	279.66
		PO-340671	79.81
		PO-340754	770.88
		PO-341093	186.18
		PO-341407	367.41
		PO-341437	226.82
		PO-341542	83.40
		PO-341624	90.20
		PO-341672	9.96
		PO-341814	49.42
		PO-341844	1,217.93
		PO-341893	37.50
		PO-342073	6.80
		PO-342745	40.38
209746	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-342745	17.64
		PO-343105	409.63
		PO-343179	100.70
		PO-343463	1,475.51
		PO-343719	107.43
		PO-344130	70.04
		PO-344353	11.18
		PO-344549	114.08
		PO-344560	163.53
		PO-344615	25.87
		PO-344722	81.00
		PO-344746	679.88
		PO-344838	92.12
		PO-345033	6.74
		PO-345127	92.87
209747	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-345235	342.85
		PO-345238	28.87
		PO-345305	421.54
		PO-345550	583.20
		PO-345563	254.92
		PO-345570	1,438.56
209748	A Z BUS SALES INC	PO-340735	988.01
209749	B & H PHOTOGRAPHY	PO-345733	5,352.00
209750	BARNES & NOBLE INC	PO-345578	700.40
209751	BOYCE INDUSTRIES	PO-340253	290.57
209752	BRINKS INC.	PO-340489	161.31
209753	CAL STAGE & LIGHTING INC	PO-345762	184.48
209754	CENTRUM SOUND SYSTEMS	PO-345548	2,242.60

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
209755	CLEAN ENERGY	PO-340296	17,070.75
209756	COMMERCIAL AQUATIC SERVICES	PO-340374	1,587.62
209757	DANIELS TIRE SERVICE	PO-340367	6,013.61
209758	DENAULT'S HARDWARE	PO-340290	351.95
		PO-340297	48.81
		PO-344220	342.93
209759	FEDERAL EXPRESS CORP	PO-340094	1,898.06
209760	FLINN SCIENTIFIC INC	PO-345669	428.72
		PO-345670	1,065.73
		PO-345672	228.29
209761	FRICTION MATERIALS CO.	PO-344853	1,392.60
209762	GLEN PRODUCTS	PO-341684	56.92
209763	GUITAR CENTER	PO-345251	2,386.80
		PO-345711	77.22
209764	HAAN CRAFTS	PO-342351	113.70
209765	HAZELDEN PUBLISHING	PO-345828	208.00
209766	JIM'S MUSIC CENTER	PO-344660	861.84
209767	IRON MOUNTAIN	PO-340305	367.92
209768	COX COMMUNICATIONS	PO-340295	6,352.59
209769	MHS	PO-345689	1,178.06
209770	MOBILE COMM REPAIR INC	PO-345649	11,130.48
		PO-345650	1,047.60
209771	NASCO	PO-344613	113.79
		PO-345769	645.66
209772	ONE STOP BINDERY	PO-340091	343.50
209773	PC & MACEXCHANGE	PO-344528	1,053.00
		PO-345538	1,053.00
		PO-345540	1,053.00
		PO-345636	1,053.00
		PO-345728	1,053.00
		PO-345912	2,106.00
209774	PCMG	PO-344345	1,791.00
209775	PITNEY BOWES/PRESORT SERVICES	PO-340098	371.43
209776	PRO-ED	PO-345664	664.40
		PO-345683	356.40
209777	SCHOOL OUTFITTERS	PO-345831	106.22
209778	SPARKLETTS	PO-340450	20.04
		PO-340760	4.50
		PO-341209	2.59
		PO-341358	5.69
		PO-341359	78.78
		PO-341528	8.20
		PO-341691	40.08
		PO-341994	89.28
		PO-342232	13.43

Board of Trustees Warrant Listing  
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Warrant Number	Name of Payee	Reference Number	Amount
209779	PC & MACEXCHANGE	PO-345634	1,053.00
209780	SPARKLETTS	PO-341104	4.10
		PO-341107	4.10
		PO-341109	6.15
		PO-341110	6.15
		PO-341112	22.55
209781	STAPLES ADVANTAGE	PO-340440	1,787.87
209782	AVILA, THERESE	PV-154636	81.08
209783	BENE, CHERI	PV-154637	99.48
209784	BLAND, LISA	PV-154638	68.43
209785	BROWN, SUSAN	PV-154639	86.25
209786	CHRISTMAN-STURM, TRACY	PV-154640	90.28
209787	CREED, KENDRA	PV-154641	49.45
209788	HAACK, KATHI	PV-154642	106.95
209789	HANAFORD, LAURA	PV-154643	94.88
209790	HAUSCHILD, WENDIE	PV-154644	78.20
209791	HILL, DAWN	PV-154645	194.93
209792	HIOUREAS, ANGELA	PV-154646	63.83
209793	IMSLAND, TRACEY	PV-154647	90.28
209794	KIMMELL, JULIE	PV-154648	123.05
209795	MCMORRAN-MAUS, KRISTA	PV-154649	243.80
209796	NIETO, ANJULI	PV-154650	187.45
209797	PARKER, LAURA	PV-154651	220.23
209798	RAFF, DEIDRE	PV-154652	187.45
209799	ROCHE, ANN	PV-154653	140.88
209800	RUNGO, DEANNA	PV-154654	131.68
209801	RUSINKOVICH, CHERYL	PV-154655	75.33
209802	SCOTT, KATHY	PV-154656	32.78
209803	SHAH, RANA	PV-154657	93.15
209804	SHOFNER, BRIANNA	PV-154658	192.63
209805	SHUMATE, DAGMAR	PV-154659	167.33
209806	SIMPSON, LORI	PV-154660	101.20
209807	SOBOLESKI, AMANDA	PV-154661	102.35
209808	TABARI, LISA SEYEDI	PV-154662	49.45
209809	VARGAS, DAVID	PV-154663	185.15
209810	WEINELL, CAROL	PV-154665	96.60
209811	WEIS-DAUGHERTY, DENISE	PV-154664	134.55
209812	DEVEREUX TEXAS TREATMENT	PO-344589	426.69
		PO-345893	114.01
209813	EXCELSIOR YOUTH CENTER	PO-345934	280.00
209814	HEAR NOW	PO-340165	3,519.00
209815	KRANTZ, TRICIA	PO-340207	1,996.20
209816	MOLDAUER, PAMELA S.	PO-340221	1,785.00
209817	NEW HAVEN YOUTH & FAMILY	PO-345883	638.71
209818	OCEANVIEW SCHOOL	PO-345876	304.00

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Warrant Number	Name of Payee	Reference Number	Amount
209819	PORT VIEW PREPARATORY SCHOOL	PO-345904	46,582.45
209820	PROVIDENCE SPEECH AND	PO-340186	1,285.00
209821	ROZENBERG, ABBY	PO-345931	1,400.00
		PO-345935	405.00
209822	SOLIANT HEALTH INC	PO-345011	5,075.25
209823	SPECTRUM CENTER ROSSIER PARK	PO-341086	2,150.00
		PO-341605	1,985.49
209824	SPEECH & LANGUAGE DEVELOPMENT	PO-340813	4,102.00
		PO-341577	5,208.50
		PO-342285	3,464.00
		PO-343928	1,920.00
		PO-343929	960.00
209825	STAFFREHAB	PO-342145	2,240.00
209826	WILLIAMS, MATTHEW	PO-340156	42.00
209827	AP BY THE SEA	PO-345087	750.00
209828	AU, JUDITH	PV-154673	83.97
209829	COLLINS, CLINT	PV-154669	12.00
209830	HEUSER, RACHEL	PV-154672	50.60
209831	HIGHTOWER, SHERI	PV-154675	24.00
209832	JOCHAM, SARA	PV-154670	545.99
209833	MORRIS, LINDSEY	PV-154671	255.68
209834	ORANGE CO SCH BRDS ASSN	PO-345772	64.00
209835	PHELPS, SUSAN	PV-154674	958.71
209836	SAFE SCHOOLS CONFERENCE	PO-345084	249.00
209837	A+ EDUCATIONAL CENTERS	PO-342844	1,440.00
209838	ART MASTERS INC	PO-340218	3,579.00
209839	ATKINSON ANDELSON LOYA	PO-342758	3,535.30
		PO-343138	15,856.51
		PO-344075	1,167.50
		PO-344076	5,449.98
209840	BARRIOS & ASSOC.LLC DBA	PO-345895	15,000.00
209841	BESTGEN, MARY	PO-340419	533.33
209842	BEYOND TECHNOLOGY	PO-345469	3,750.00
209843	CLUB Z! IN-HOME TUTORING	PO-342873	3,638.16
209844	DANNIS WOLIVER KELLEY	PO-343796	4,865.00
209845	DANNIS WOLIVER KELLEY	PO-342759	3,297.50
209846	HARBOTTLE LAW GROUP	PO-342757	7,672.30
209847	STROUD, KEITH R	PO-342040	301.00
209848	AMERICAN LOGISTICS COMPANY LLC	PO-341748	18,781.25
209849	CALIFORNIA WEEKLY EXPLORER INC	PO-343074	1,360.00
		PO-344334	1,360.00
209850	CERTIFIED TRANSPORTATION	PV-154668	7,637.88
209851	DISCOVERY CUBE OF OC	CM-150160	558.00-
		PO-344069	1,265.00
209852	DISCOVERY SCIENCE CENTER OF OC	PO-343558	1,995.00

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Warrant Number	Name of Payee	Reference Number	Amount
209853	DOHENY STATE BEACH PARK	PO-345515	96.00
209854	EMERALD COVE OUTDOOR SCICNE	PO-341983	36,027.00
209855	JFK TRANSPORTATION CO INC	PV-154667	2,495.00
209856	PACIFIC COAST SIGHTSEEING	PV-154666	16,812.68
209857	PRETEND CITY CHILDREN'S MUSEUM	PO-343016	370.00
209858	SAN DIEGO ZOO	PO-345627	255.00
209859	XEROX CORPORATION	PO-340106	157.90
209860	MOBILE MODULAR	PO-341958	610.00
209861	UNITED STATES POSTAL SERVICE	PO-340104	25,000.00
209862	CITY OF SAN CLEMENTE	PO-340352	26,661.41
209863	CITY OF SAN JUAN CAPISTRANO	PO-340355	12,940.65
209864	MOULTON NIGUEL WATER	PO-340357	5,733.81
209865	SAN DIEGO GAS & ELECTRIC	PO-340354	103.78
		PV-154688	333,473.92
209866	SANTA MARGARITA WATER	PO-340353	2,906.18
209867	SO CAL GAS CO	PO-340371	247.32
209868	SO COAST WATER DIST	PO-341629	4,553.04
209869	SOUTHERN CALIFORNIA EDISON	PO-340370	77,201.11
209870	SMART & FINAL	PO-340023	78.62
		PO-340576	200.43
		PO-340577	184.72
		PO-340725	264.64
		PO-340758	40.48
		PO-341811	108.10
		PO-342398	159.12
		PO-342808	47.42
		PO-342918	93.84
		PO-343082	1,592.59
		PO-343251	75.30
		PO-343268	103.78
		PO-343588	106.97
		PO-343731	99.64
		PO-345253	456.30
		PV-154677	1.13
209871	SMART & FINAL	PO-340648	139.70
209872	260-PRAXAIR DISTRIBUTION INC.	PO-345264	177.26
		PO-345891	1,252.97
209873	MOBILE COMM REPAIR INC	PO-341562	308.17
		PO-345820	1,219.47
209874	McKENDRY DOOR SALES & SERVICE	PO-341682	240.00

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Warrant Number	Name of Payee	Reference Number	Amount
209875	OFFICE DEPOT	PO-340012	38.84
		PO-340317	97.17
		PO-340448	38.49
		PO-344548	82.19
		PO-344998	210.38
		PO-345313	60.44
		PO-345580	572.66
		PO-346097	84.97
209876	ORANGE COUNTY FIRE AUTHORITY	PO-341223	100.00
209877	PACIFIC GO NATURAL GAS	PO-340777	1,573.81
209878	PACWEST AIR FILTER LLC	PO-341288	15,221.52
209879	PC & MACEXCHANGE	PO-345640	15,795.00
		PO-346045	22,113.00
209880	PRUDENTIAL OVERALL SUP	PO-341423	65.72
		PO-341550	62.16
209881	PYRAMID WIRE & CABLE INC.	PO-341136	1,084.10
209882	RICKS TRAILER SUPPLY	PO-340780	305.59
209883	SALTILLO	PO-345824	34.01
209884	SCHLESSINGER MEDIA-A DIVISION	PO-345753	377.21
209885	SCHOOL HEALTH CORPORATION	CM-150161	123.12-
		PO-345668	83.42
		PV-154682	123.12
209886	SHRED-IT USA	PO-346069	652.00
209887	SMARDAN SUPPLY COMPANY	PO-340789	718.97
209888	SNAP-ON TOOLS INDUSTRIAL	PO-345626	13,359.97
209889	SO COAST DISTRIBUTING CO	PO-340190	15.88
209890	TIFCO INDUSTRIES	PO-343599	822.99
		PO-345856	37.91
209891	ULINE	PO-340102	596.35
		PO-346052	195.25
209892	UNITED RENTALS	PO-346083	1,359.88
209893	WAXIE SANITARY SUPPLY	-	
		PO-340385	45,651.82
209894	WAXIE SANITARY SUPPLY	PO-340385	14,464.69
209895	OFFICE DEPOT	PO-341995	15.22
209896	STAPLES ADVANTAGE	PO-340440	62.86
209897	BENS ASPHALT	PO-340611	9,750.00
209898	CONSOLIDATED ELECT DISTR	PO-340363	949.55
209899	CR&R INCORPORATED	PO-340519	15,921.26
209900	KYA SURFACING	PO-345573	5,464.30
209901	ORANGE COUNTY REGISTER	PO-346026	161.20
209902	PACIFIC ROOFING SYSTEMS	PO-345442	2,504.00
209903	SCHOOLDUDE.COM	PO-345759	1,200.00
209904	VIRTUAL WATER SERVICES	PO-341371	775.80
209905	US BANK NATIONAL ASSOCIATION	PO-345988	770.00



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Warrant Number	Name of Payee	Reference Number	Amount
209906	SOUTH COAST AIR QUALITY MGMT	PO-346051	362.52
209907	A Z BUS SALES INC	PO-340735	1,344.14
209908	ADVANTAGE ENTERPRISES LLC	PO-345594	440.73
209909	ADVANTAGE RADIATOR	PO-340256	1,267.49
209910	ALLIANCE PUBLISHING	PO-344116	1,063.84
209911	APPLE COMPUTER INC	PO-345774	304.32
		PO-345776	261.12
		PO-345795	412.32
		PO-345797	358.32
209912	ASSOCIATION OF CALIFORNIA	PO-340774	1,148.00
209913	CAMCOR INC	PO-344785	697.98
		PO-344872	1,422.05
		PO-345013	234.83
		PO-345050	1,617.75
		PO-345192	684.59
		PO-345814	1,244.32
		PO-345815	2,439.15
		PO-345821	241.35
209914	CARLEX, INC	PO-345212	1,014.97
209915	CAROLINA BIOLOGICAL SUPPLY CO	PO-345450	433.07
209916	CINTAS CORP #640	PO-340189	215.55
		PO-340438	159.46
		PO-341564	444.54
		PO-341650	463.63
		PO-343623	41.42
209917	COASTAL BLUE	PO-344956	18.36
		PO-346068	401.76
209918	FLINN SCIENTIFIC INC	PO-345325	50.33
209919	FUN AND FUNCTION	PO-344212	114.93
209920	HEINEMANN PUBLISHING	PO-346186	3,510.00

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Warrant Number	Name of Payee	Reference Number	Amount
209921	INSIGHT SYSTEMS EXCHANGE	PO-344555	1,098.37
		PO-344634	366.13
		PO-344637	732.26
		PO-344642	18,010.10
		PO-344645	333.54
		PO-345225	12,006.72
		PO-345226	1,000.58
		PO-345228	2,001.12
		PO-345229	622.08
		PO-345230	360.72
		PO-345297	360.72
		PO-345298	732.24
		PO-345299	2,334.66
		PO-345300	3,607.20
		PO-345330	6,224.13
		PO-345499	365.49
		PO-345501	360.08
		PO-345506	365.49
		PO-345566	6,213.19
		PO-345632	437.41
		PO-345642	333.54
		PO-345652	333.54
		PO-345659	4,002.24
		PO-345660	333.54
		PO-345676	333.54
		PO-345723	3,654.82
		PO-345793	365.49
209922	JOSTENS	PO-345957	365.49
		PO-342747	228.79
		PO-343364	272.84
209923	KELLY PAPER COMPANY	PO-343365	1,882.06
		PO-343366	259.55
209924	LEARNING A-Z	PO-340088	1,556.11
209924		PO-345384	99.95
209924		PO-345477	359.40
209925	JOSTENS	PO-344815	5.18
209926	BOYS TOWN CALIFORNIA INC.	PO-343550	8,852.04
		PO-346103	6,357.96
209927	CHAD WALTERS	PO-345977	363.15
209928	GARCIA, IRMA R.	PO-340205	3,733.20
209929	HARBOTTLE LAW GROUP	PO-342757	3,225.61
209930	JEPSEN, CLINT AND/OR KATIE	PO-343979	461.52
209931	KARGE, BELINDA DUNNICK PH.D.	PO-343972	1,000.00
209932	LCRA TRUST	PO-340328	2,922.50
209933	ORANGE CTY DEPT EDUC	PO-341921	276,101.00

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Warrant Number	Name of Payee	Reference Number	Amount
209934	PERKINS SCHOOL FOR THE BLIND	PO-343228	22,858.46
209935	SANDY BARNES	PO-342165	515.36
209936	SARA WALTERS	PO-346070	181.46
209937	SOLIANT HEALTH INC	PO-343214	3,920.50
		PO-346140	685.75
209938	BOYLE, JEANETTE	PV-154723	243.28
209939	#1 EDUCANDO CON TABLETAS	PO-342838	2,640.75
209940	A BETTER TOMORROW EDUCATION	PO-342835	1,530.75
209941	ACADEMIC GOALS INCORPORATED	PO-342833	5,143.50
209942	ELEVATE LEARNING LLC	PO-345021	7,548.70
209943	THINKING MAPS INC	PO-343386	3,000.00
209944	YMCA OF ORANGE COUNTY	PO-340342	10,945.71
209945	STEIN, CHRISTINE	PO-342033	2,745.00
209946	BRADLEY, JUDITH S	PV-154689	66.13
209947	BROOKMAN, JOSEPH	PV-154690	277.15
209948	BUCKMAN, JENNIFER	PV-154691	78.78
209949	BUNYAN, JAMIE	PV-154692	220.23
209950	DYE, JANETTE	PV-154694	4.03
209951	ELKINS, KAREN	PV-154695	173.65
209952	GARCIA, ELISEO	PV-154696	34.50
209953	GINSBERG-BROWN, CLAUDIA	PV-154697	24.15
209954	GLASSEN, NINA	PV-154698	46.58
209955	HARDOS, BARBARA	PV-154699	109.25
209956	HECKERT, JENNIFRE	PV-154700	46.00
209957	HERTZ, JANA	PV-154701	9.20
209958	LAUBACH, LYNELLE	PV-154702	16.10
209959	MACK, ALANA	PV-154703	8.63
209960	MORRIS, LINDSEY	PV-154704	30.48
209961	PRESCOTT, DON	PV-154705	51.75
209962	TERHUNE, CYNTHIA	PV-154706	182.85
209963	WACHMAN, TIFFANY	PV-154707	139.73
209964	WESTON, KELLY	PV-154708	94.30
209965	WHALEN, ANDREA	PV-154709	100.05
209966	WHITE, BRANDI	PV-154710	158.13
209967	WOLFSON, DONNA	PV-154711	87.98
209968	YOTA, DENISE	PV-154712	82.23
209969	COPE, MARY	PV-154693	92.00
209970	DAGARIN, JEAN-MARI	PV-154713	101.78
209971	ACKERMANN, MICHAELA	PV-154714	275.00
209972	BARRETT, AMI	PV-154715	19.00
209973	GUTIERREZ, FRANCOIS	PV-154716	15.00
209974	LERUM, MICHELLE	PV-154717	50.42
209975	MELTZER, JULIE	PV-154718	80.00
209976	SCHRAB, ADAM	PV-154719	10.00

Board of Trustees Warrant Listing  
\*===== Fiscal Year: 2014-15 =====\*  
Board of Trustees Meeting.....JUNE 10, 2015

Warrant Number	Name of Payee	Reference Number	Amount
209977	CALIFORNIA WEEKLY EXPLORER INC	PO-340216	1,045.00
		PO-343073	1,360.00
		PO-344585	1,360.00
209978	EMERALD COVE OUTDOOR SCICNE	PO-341982	41,040.00
209979	ENVIRONMENTAL NATURE CTR	PO-345790	435.50
		PO-345967	235.00
209980	HERITAGE MUSEUM OF OC	PO-345987	900.00
209981	OCEAN INSTITUTE	PO-343068	2,400.00
		PO-343070	710.00
		PO-344426	355.00
209982	RSCCD	PO-345787	840.00
209983	SADDLEBACK VLY SCH DIST	PO-344834	1,425.00
209984	TANAKA FARM & PUMPKIN PATCH	PO-346089	2,527.00
209985	THOUSAND PINES OUTDOOR SCHOOL	PO-342603	13,972.50
209986	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	64,707.52
526 Warrants			\$4,351,198.27



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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014
Above All Names Construction Services, Incorporated	Bid No. 1415-13, Concrete Maintenance & Repair	10/8/2014
Accuvant	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Advantage Imaging Supply, Inc.	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
AJ Fistes Corporation	Bid No. 1415-04, General Contractor Services	6/11/2014
American Logistics Co., LLC	Bid No. 1415-02 - Outsource Transportation Service	6/11/2014
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
AMS.NET Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No.1314-19, Roofing Repairs and Maintenance	3/12/2014
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
Auditory Instruments, Inc	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
AVES Audio Visual Systems, Inc	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
B&H Foto & Electronics, Corp	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
Ben's Asphalt, Inc.	Bid No. 1213-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
Camcor, Inc	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Desert Sands Unified School District Bud No. 13/14- 003, Chromebooks	12/11/2013
Certified Transportation Services, Cintas Corporation	Bid No.1314-15 Co-Curricular Bus Service RFP No. 3-1011, Uniform Service	12/11/2013 12/7/2010
Clear Source IT	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Commercial & Industrial Roofing Co., Inc.	Bid No. 1314-24 San Clemente High School Roof Replacement	5/28/2014
Commercial Aquatic Services, Inc.	Newport Mesa Unified School District, Bid No. 100- 15, Pool Supplies	10/8/2014
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105- 12, School Office Furniture	11/30/2011
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors Contemporary Services Corporation	Bid No. 1415-03 Electrical Supplies and Materials RFP No. 5-1213, Event Security Services	6/11/2014 2/27/2013
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105- 12, School Office Furniture	11/30/2011
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 15-04, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/22/2015
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3- 94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3- 06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Earthwalk Communications, Inc.	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
Edgenuity, Incorporated	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 6-8 at Capistrano Virtual School	3/25/2015
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Epic Machines, Inc.	California Multiple Award Schedule Contract No. 3- 14-70-3018A, GSA Schedule No. GS-35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand Products	10/22/2014
ESI International, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Extron Electronics	California Multiple Award Schedule Contract No. 3- 07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014



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

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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
KYA Services, LLC	California Multiple Award Schedule Contract No. 4-14-72-0057A, GSA Schedule No. GS-27F-0504H, Purchase, Warranty, and Installation of Floor Covering and Related Products	9/24/2014
Lenovo (United States), Incorporated	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27168	6/25/2014
Lifetouch National School Studios	RFP No. 7-1314 Photography Services	6/11/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 114-15 Office & School Supplies and Equipment District Wide	5/13/2015
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

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8/20/2012
Seon Systems Sales, Inc.	Bid No. 1415-14, Mobile Surveillance System, Software, and Installation for School Buses	11/12/2014
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products	2/11/2014
Silver Creek Industries, Inc.	Los Alamitos Unified School District Bid No. 2010-0001, Purchase, Relocation, Dismantle and Removal of DSA Portable Classroom	4/23/2014
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System	10/23/2013
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Verizon Wireless	Western State Contracting Alliance (WSCA) WSCA 7-10-70-16, CA Participating Addendum 1907 Wireless Communications Services and Equipment	3/11/2015
Vertical Transport, Inc.	Bid No. 1415-08 - Elevator Service	12/10/2014
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Wards Media Technology	Bid No. 1415-01 Audio Visual Equipment	7/9/2014

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

<b>VENDOR</b>	<b>TITLE</b>	<b>BOARD APPROVAL DATE</b>
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
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



VENDOR PAYMENTS OVER 250K AS OF 5/20/15

2014-15

112650	A & R WHOLESALE DISTRIBUTORS	2,314,449.66
146968	ABOVE ALL NAMES CONSTRUCTION	288,083.78
145322	AMS.NET INC	262,122.64
112173	ASCIP	2,010,667.00
058875	ATKINSON ANDELSON LOYA	262,543.64
049767	BENS ASPHALT	982,323.73
118161	CAPISTRANO CONNECTIONS ACADEMY	11,368,017.00
130027	CAPISTRANO UNIFIED	4,559,222.08
120141	CAPISTRANO UNIFIED SCHOOL DIST	2,982,057.90
016335	CAPO VALLEY WATER DIST	320,750.80
015900	CAPO-LAGUNA BEACH ROP	1,470,659.42
106764	CDWG Inc	2,999,325.15
043026	CIGNA	490,820.81
018870	CITY OF SAN CLEMENTE	333,961.88
143558	COMMERCIAL & INDUSTRIAL	723,123.00
146265	COMMUNITY ROOTS	2,284,449.00
122828	CORVEL ENTERPRISE COMP INC	2,249,543.93
024000	CULVER-NEWLIN	399,036.41
105883	DAVE BANG ASSOCIATES	360,688.44
064188	DELL COMPUTER	358,955.95
130403	DOMINO'S PIZZA	284,004.55
144459	E L ACHIEVE	254,384.55
150202	FOLLETT SCHOOL SOLUTIONS INC	341,777.58
149926	G.A. DOMINGUEZ	301,069.22
051854	GILBERT & STEARNS INC	436,209.53
150399	HARRIS STEEL FENCE CO. INC.	347,232.90
130047	HOLLANDIA DAIRY INC.	543,253.08
150688	HOWARD TECHNOLOGY SOLUTIONS	286,576.50
148747	ILLUMINATE EDUCATION INC.	263,238.50
144310	INSIGHT SYSTEMS EXCHANGE	392,062.47
144880	IPC USA	618,420.63
105873	JOURNEY CHARTER SCHOOL	1,839,973.00
150703	MEBA C/O	33,503,293.13
120832	METROPOLITAN EMPLOYEES	7,037,947.16
061270	MOULTON NIGUEL WATER	300,625.10
021378	NEW HAVEN SCHOOL	317,658.46

Attachment 4

VENDOR PAYMENTS OVER 250K AS OF 5/20/15

2014-15

100369 OCEANVIEW SCHOOL	564,554.00
113144 OPPORTUNITY FOR LEARNING	1,106,778.87
066570 ORANGE COUNTY DEPT OF EDUC	4,721,280.09
146264 OXFORD ACADEMY	4,409,871.00
123679 PACIFIC PLUMBING COMPANY OF	289,382.11
145219 PACIFIC ROOFING SYSTEMS	789,611.60
116957 PALI MOUNTAIN INSTITUTE	303,051.25
149848 PC & MACEXCHANGE	328,243.94
078255 SAN DIEGO GAS & ELECTRIC	7,316,087.15
079190 SANTA MARGARITA WATER	276,700.33
081031 SCOTT FORESMAN	434,417.04
150282 SILVER CREEK INDUSTRIES INC.	873,483.40
084100 SO CA GAS CO	330,837.83
149669 SOUTH COAST ROP	1,561,032.08
122718 SOUTHERN CALIFORNIA EDISON	1,403,295.88
084770 SOUTHWEST SCHOOL SUPPLY	391,678.40
116925 SPORTS FACILITIES GROUP INC	259,109.50
145062 STUTZ ARTIANO SHINOFF & HOLTZ	357,120.16
118382 US BANK	274,293.73
147868 US BANK	2,551,839.63
115841 US BANK NATIONAL ASSOCIATION	1,813,409.70
096332 WAXIE	824,543.68
146077 WEST COAST ARBORISTS INC.	270,584.00
141584 WLC ARCHITECTS INC	253,296.51
099210 XEROX CORPORATION	1,937,842.00
104710 YMCA OF ORANGE COUNTY	462,179.51

Donation of Funds  
June 10, 2015

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Aliso Viejo Middle School PTSA	\$2,000.00	Lunch Time Activities and Intervention	Aliso Viejo Middle School
The Huffman Group LLC DBA SC Kona	\$70.00	Jiji Math License	Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$165.00	Field Trip Transportation Fees	Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$134.90	Field Trip Transportation Fees	Ambuehl Elementary School
Mr. Rick Maynard	\$20.00	Teacher Appreciation	Bernice Ayer Middle School
Ms. Holly Feldt	\$150.00	Teacher Appreciation	Bernice Ayer Middle School
Canyon Vista Elementary School PTA	\$11,700.00	Additional Student Supervisor Hours	Canyon Vista Elementary School
Castille Elementary Booster Club	\$17,639.00	Outdoor Science School	Castille Elementary School
Vending Plus	\$8.39	Non-Instructional Materials and Supplies	Clarence Lobo Elementary School
Teamsters Local Union No. 952140	\$500.00	Classified Employee of the Year Event	Communications Department
CUSD Foundation	\$500.00	Classified Employee of the Year Event	Communications Department
Concordia Elementary School PTA	\$28,040.00	Outdoor Science School	Concordia Elementary School
Vending Plus	\$17.89	Instructional Materials and Supplies	Concordia Elementary School
Crown Valley Elementary School PTA	\$2,938.20	Instructional Materials and Supplies	Crown Valley Elementary School
Dolphin Force	\$756.00	Library Tables	Dana Hills High School
Simonson Photography	\$500.00	Instructional Materials and Supplies	George White Elementary School
Bright Works Incorporated	\$66.00	Instructional Materials and Supplies	Hidden Hills Elementary School
Box Tops for Education	\$177.20	Instructional Materials and Supplies	Hidden Hills Elementary School
Vending Plus	\$15.68	Instructional Materials and Supplies	Hidden Hills Elementary School
Wells Fargo Community Support Campaign	\$50.05	Instructional Materials and Supplies	John S. Malcom Elementary School
United Way Silicon Valley	\$25.00	Instructional Materials and Supplies	John S. Malcom Elementary School
San Juan Capistrano Education Foundation	\$49.95	Instructional Materials and Supplies	John S. Malcom Elementary School
Lifetouch National School Studios	\$648.00	Instructional Materials and Supplies	Ladera Ranch Middle School
Las Flores Middle School PTA	\$3,998.73	Technology Upgrades	Las Flores Middle School
Mr. and Mrs. Jaren and Kristen Ruth	\$400.00	Instructional Materials and Supplies	Las Palmas Elementary School
Mr. Christoph Herrmann	\$120.00	Early Childhood Programs	Learning Links - Hidden Hills
Vending Plus	\$9.27	Instructional Materials and Supplies	Moulton Elementary School
Box Tops for Education	\$623.40	Math Department	Newhart Middle School
United Way Silicon Valley	\$400.00	Technology	Newhart Middle School
Oak Grove Elementary School Foundation	\$41,400.00	Outdoor Science School	Oak Grove Elementary School
Ms. Candice Stuart	\$6.00	Pencils	Oso Grande Elementary School
United Way Silicon Valley	\$250.00	Instructional Materials and Supplies	Oso Grande Elementary School



Donation of Funds  
June 10, 2015

<b>DONATED BY</b>	<b>AMOUNT</b>	<b>PURPOSE</b>	<b>SCHOOL</b>
Oso Grande Elementary School PTA	\$10,000.00	PE Equipment	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$55,366.17	Educational Expenses	Oso Grande Elementary School
Palisades Elementary School PTA	\$13,972.50	Outdoor Science School	Palisades Elementary School
Vending Plus	\$15.46	Instructional Materials and Supplies	Palisades Elementary School
RH Dana Elementary Booster Club	\$4,300.00	5th Grade Catalina Field Trip	RH Dana Elementary School
Ms. Lina G. Perez	\$200.00	Instructional Materials and Supplies	San Juan Elementary School
Lifetouch National School Studios	\$818.00	Instructional Materials and Supplies	San Juan Elementary School
San Juan Children's Education Foundation	\$130.00	Poster Printing Materials	San Juan Elementary School
San Juan Children's Education Foundation	\$505.00	Memorial Bench and Landscaping	San Juan Elementary School
San Juan Children's Education Foundation	\$1,128.00	Memorial Bench and Landscaping	San Juan Elementary School
United Way Silicon Valley	\$426.93	Instructional Assistants	Tijeras Creek Elementary School
Vista del Mar Elementary School PTA	\$2,145.00	Field Trip Transportation	Vista del Mar Elementary School
Juice It Up, Elliot System Enterprises, LLC	\$408.00	Instructional Materials and Supplies	Vista del Mar Elementary/Middle School
Mako Foundation	\$202.00	Common Core Conference Substitutes	Vista del Mar Middle School
Mako Foundation	\$1,995.00	Survivor Book Club	Vista del Mar Middle School
Mako Foundation	\$205.00	History Day	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$606.00	Release Day Substitute	Vista del Mar Middle School
Vending Plus	\$53.66	Instructional Materials and Supplies	Vista del Mar Middle School
Ms. Karen Hanley		Apple TV	Wagon Wheel Elementary School
Mr. Steven Marcus and Ms. Christine Hoffman		2 Samsung Chromebooks	Wagon Wheel Elementary School
Ms. Penelope Balcewicz	\$10.00	Birthday Bash Bookmarks	Wood Canyon Elementary School
Wood Canyon Elementary School PTA	\$32.70	PTA Paper Supplies	Wood Canyon Elementary School
Wood Canyon Elementary School PTA	\$46.18	PTA Paper Supplies	Wood Canyon Elementary School
Total	\$205,944.26		

JUNE 10, 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
FSA	1415223	5	Facilities	Landmark Mechanical	Fred Newhart Middle School - Remove and Replace New Blower Wheels, Shaft and Bearings for Supply Fan	Upon Completion of Work	\$ 7,500.00
ICA	1415224	5	M&O	Larson Lighting and Audio	DHHS, CVHS, ANHS, SCHS, THS - Provide Audio System for Graduation Ceremony	6/18/2015 - 6/19/2015	\$ 20,430.00
FSA	1415225	5	M&O	Mr. Clean Maintenance Systems	CVHS, SCHS, THS, ANHS, DHHS, SJHS - Gymnasium Floor Maintenance	6/11/2015 - Upon Completion of Work	\$ 48,610.73
ICA	1516001	3	Indian Education	S.T.A.R. Academy	Provide Tutoring Services for Indian Education	7/01/2015-6/30/2016	\$ 7,500.00
ICA	1516002	3	General Fund	Elementary Art Smarts, Incorporated	Provide Educationally Based Art Instruction Classes	7/01/2015-6/30/2016	\$ 5,000.00
TOTAL							\$ 89,040.73

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
FSA	1415226	5	M&O	Beach Cities Glass, Incorporated	DHHS - Design, Build and Install Store Front Windows for Attendance Office	4/06/2015/- Upon Completion of Work	\$ 12,199.90
ICA	1415228	5	Superintendent	Strumwasser & Woocher LLP	Legal Services Regarding Public Employee Non-Renewal Contract Procedures	5/18/2015-12/31/2015	As Needed
TOTAL							\$ 12,199.90

JUNE 10, 2015 BOARD MEETING  
DISTRICT STANDARDIZED

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

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213008	3	Special Ed	Dr. Sidney Weiss	Vision Services	7/01/2015-6/30/2016	\$ 2,000.00
PSA	1213022	2	Special Ed	The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics	Physician and Medical Consultation Services for District's IEP Team	7/01/2015-6/30/2016	\$ 3,000.00
PSA	1213025	3	Special Ed	Providence Speech and Hearing Center	Auditory Processing Development Evaluations	7/01/2015-6/30/2016	\$ 15,000.00
ICA	1213042	3	PTA	Meet the Masters, Incorporated	Districtwide Art Lectures and Classroom Activities	7/01/2015-6/30/2016	\$ 75,000.00
ICA	1314132	3	Title I SES	The Parent Institute for Quality Education	Provide Parent Training Course for Parents to Address Educational Needs of School Aged Children	7/01/2015-6/30/2016	\$ 75,000.00
PSA	1314156	3	Special Ed	Beth Ann Moore	Provide Consulting and Assessments for Visually Impaired Students	7/01/2015-6/30/2016	\$ 10,000.00
PSA	1314159	3	Special Ed	Augmentative Communication Therapies	Provide Assistive Augmentative Communication Services as Designated by District	7/01/2015-6/30/2016	\$ 2,500.00
ICA	1314179	5	Early Childhood Development	The Great American Lunch Box	Provide Food Services at J Serra High School Cal Safe Infant/Toddler Program	7/01/2015-6/30/2016	\$ 8,000.00
ICA - RFP	1415045	3	Parent Purchase	Simonson Photography Incorporated	Provide High School Photography Services RFP 7-1314	7/01/2015-6/30/2016	\$ -
ICA - RFP	1415050	3	Parent Purchase	Summer Photography and Publishing, Incorporated	Provide Middle School Photography Services RFP 7-1314	7/01/2015-6/30/2016	\$ -
ICA	1415095	3	Special Ed	Alternative Communications Services	Provide Typewell Transcribing Services	7/01/2015-6/30/2016	\$ 125,000.00
ICA	1415156	3	Title I	Ariana Caronma's Tutoring Service	Provide Instructional Support to Title I Students	7/01/2015-6/30/2016	\$ 5,000.00
ICA	1415166	3	Education	Cesar Vargas & Associates	Translations and Interpretation Services	7/01/2015-6/30/2016	\$ 10,000.00
PSA	1415167	3	Special Ed	Belinda Karge	Provide In-Service Training to Teachers on Co-Teaching	7/01/2015-6/30/2016	\$ 1,000.00
PSA	1415168	3	Special Ed	Jennifer Toney Speech Pathology	Provide Speech Language Pathology Services	7/01/2015-6/30/2016	\$ 51,840.00

TOTAL \$ 383,340.00

JUNE 10, 2015 BOARD MEETING  
 DISTRICT STANDARDIZED  
 INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

EXTENSION RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1213179	5	General	Contemporary Services Corporation	Provide Event Security Services	2/28/2015-2/27/2016	\$ 150,000.00
ICA	1314174	3	Education	City of San Clemente	Provide a Recreation Program Organizing Exercise Activities During Lunch Periods	4/14/2015-6/30/2016	\$ 12,000.00
ICA	1314183	5	Education	Key Data Systems	Provide Professional Development for Teachers Building a Districtwide Assessment	5/29/2015-6/30/2016	\$ 23,750.00

TOTAL \$ 185,750.00

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1213016	3	Special Ed	Susanne Smith Roley	IEE for Occupational Therapy Evaluations	Revised Scope of Practice for Additional Services	\$ -
PSA	1213027	3	Special Ed	Orange County Therapy Services	Occupational and Physical Therapy	Revised Scope of Practice for Additional Services	\$ -
ICA	1314145	5	Capital Facilities	NMG Geotechnical, Incorporated	Provide Geotechnical Evaluations and Review During Rough Grading of Proposed Rancho Mission Viejo Phase 2 School Site	Increase Contract Amount From \$19,980 to \$60,000	\$ 40,020.00
PSA	1314158	3	Special Ed	Abby Rozenberg	Language and Speech Therapy	Revised Scope of Practice for Additional Services	\$ -
MCA*	1415183	3	Special Ed	Heartspring, Incorporated	Residential Mental health Services and Basic Education Program/Special Education Instruction	Revised Special Conditions	\$ -
FSA	1415198	5	M&O	Revel Environmental Manufacturing, Incorporated	Storm Draining Clean Out and Filter Replacement at SJHHS and Education Center. Yearly Inspection and Maintenance of the Triton Catch Basin Filters and InterceptorsInstall at SJHHS and Education Center	Increase Contract Amount From \$41,541.60 to \$42,681.28	\$ 1,139.68

TOTAL \$ 41,159.68

JUNE 10, 2015 BOARD MEETING  
DISTRICT STANDARDIZED

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

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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.



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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 11 day of June 2015, by and between Landmark Mechanical, 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 \$7,500.00 the following:  
Fred Newhart Middle School - Remove and replace blower wheels, shaft and bearings for supply fan
2. The term of the Contract shall begin on June 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:

- W-9 Request for Taxpayer Identification Number and Certification
- Quote/Proposal, dated 5/7/2015
- 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
- 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)


Field Service Agreement  
Capistrano Unified School District



# Quotation

PROJECT: Fred Newhart Middle School  
 ADDRESS: 25001 Veterans Way  
 CITY/STATE: Mission Viejo, CA. 92692

DATE: 5/7/2015 (Quotation is valid for 30 days from this date)  
 ENGINEER: N/A  
 PRICE: \$7,500.00 Time and materiel not to exceed

Documentation reviewed for this quotation	
Site Visit	
<b>SCOPE OF WORK:</b>	We propose to furnish and install the following per above listed documentation:  Remove and dispose of existing Lennox blower wheels, shaft and bearings for supply fan of office a/c unit  Provide and install new blower wheels, shaft and bearings for supply fan  Air freight to expedite shipping
<b>EXCLUSIONS:</b> The following are specific exclusions. Their inclusion here is not to infer that anything beyond the scope of work above is included. They are made known here for the benefit of the customer in case so desired, they may be added  Start up, troubleshooting or warranty of any equipment, product or service not provided by Landmark Mechanical.	
<b>WARRANTY:</b> One year labor and materials of those supplied by Landmark Mechanical. Manufacturer's warranty applies on all	
<b>TERMS &amp; CONDITIONS:</b> Payment to be made as follows: <span style="float: right;">Standard Progress Billing</span> There will be a late charge of 1.5% per month (18% per annum) on past due accounts. Collection costs and attorney's fees incident thereto are to be paid by customer. It is understood that this proposal sets forth the entire agreement of the parties and approved by contractors authorized representative.	
<b>NOTES:</b> No additional insurance is provided other than the following; certificate of work mans compensation, certificate of liability (\$2,000,000 accumulative \$1,000,000 per occurrence) and certificate of auto insurance.  <b>THIS QUOTATION INCLUDES ONLY THE WORK AS CONTAINED IN THE DOCUMENTATION LISTED ABOVE, AS PROVIDE TO LANDMARK MECHANICAL AND WRITTEN IN THE SCOPE OF WORK ABOVE. DOCUMENTS NOT LISTED ABOVE HAVE NOT BEEN REVIEWED BY LANDMARK MECHANICAL AND ARE NOT PART OF THIS QUOTATION.</b>	
<b>ACCEPTANCE OF PROPOSAL</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined.	
CUSTOMER ACCEPTANCE: _____ Name: _____ Date: _____	CONTRACTOR APPROVAL:  Name: Gary R. Seelinger Title: Manager







**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of **June 11, 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").

**LARSON LIGHTING AND AUDIO**

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 **\$20,430.00** annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for two days commencing **June 18, 2015**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

By: \_\_\_\_\_  
Name: Lynh N. Rust  
Title: Exec. Director, Contracts & Purchasing  
Board Approval Date: June 10, 2015

**CONTRACTOR**

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
FEIN/SSN \_\_\_\_\_

Larson Lighting and Audio  
27331 Setenil  
Mission Viejo, Ca 92692  
949 933-6817

INVOICE

Capistrano School District  
32972 Calle Perfecto  
San Juan Capistrano, Ca 92675  
Att: Carol Schwimmer

April 2, 2015

**Invoice #061915**

Sound reinforcement for Graduation commencement **June 19, 2015.**  
Load in Friday early am.

**Dana Hills High School:**

- 1- QSC Digital 24 channel mixer
  - 8-JBL 4888 Main speaker stack over 2 frames (home)
  - 4- QSC W18 visitor speakers over 2 frames (visitor)
  - 1- Stage wedge 12" monitors
  - 4- Center field fill speakers for students 1000w each
  - 1- Audio Delay processor
  - 2- Stage mic's with stands plus podium mic
  - 2- Field mic's with stands center field wireless UHF Shure-(optional)
  - 1-CD Player
  - 1- Power Cable package med. (2-50amp drops)
  - 2- Audio Tech for operations plus support
  - 1- Transportation and setup
- \$4350.00

**Capo, Aliso Niguel, San Clemente High School:**

- Yamaha Digital 24 channel mixer
  - 6-JBL Vt4888 main speaker stacks (2 stacks of 2) (Home side)
  - 4-QSC Wide line array speaker system 2/2 stacks (Visitor side)
  - Tour line QSC and Crown Amplifiers
  - 1- Stage wedge 12" monitors
  - 4- Center field fill speakers 1000w for Students
  - 1- Audio delay processor
  - 2- Stage mic's with stands plus podium mic
  - 1-CD Player
  - 1- Power Cable package med. (2-50amp drops)
  - 2- Audio Tech for operations plus support each location
  - 1- Transportation and setup each location
- \* \$3500.00 each school

NOTE: Electrical avail at each stadium 2-50amp outlets (1-home, 1-visitor side).  
Need to verify with grounds keeper at each site above.

**Tessaro High School at Orange Coast College Field**

1- QSC Digital 24 channel mixer  
18-JBL 4888 Main speaker stack over 3 over 6 frames (Home and Visitor)  
1- Stage wedge 12" monitors  
4- Center field fill speakers for students 1000w each  
1- Audio Delay processor  
2- Stage mic's with stands Student name announcement  
1-Podium mic  
1-CD Player  
1- Power Cable package med. (2-50amp drops)  
2- Audio Tech for operations plus support  
1- Transportation and setup  
\$5580.00

*Note: Need to verify that there is available electrical on field from grounds keepers. Was not able to find on first site walk thru. I'm shure it's there somewhere...*

**Total \$20,430.00**

**Additional Notes:**

Site walk thru required with each school min 15 days before graduation and schedule.  
Electrical requirement walk thru min 30 days prior to graduation.

Please remit to above address or pick up from District/Maint. office on June 22, 2015





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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 11 day of June 2015, by and between Mr. Clean Maintenance Systems, 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 \$48,610.73 the following:  
Gymnasium floor maintenance for six high schools: Capistrano Valley, San Clemente, Tesoro, Aliso Niguel, Dana Hills, San Juan Hills
2. The term of the Contract shall begin on June 11, 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, 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 March 19, 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 \$ 48,610.73
- Faithful Performance Bond \$ 46,610.73
- California State Contractor's License Number \_\_\_\_\_
- Drug-Free Workplace Certification
- Tobacco Use Policy
- 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)

Field Service Agreement  
Capistrano Unified School District

"Making Your World Presentable"

# MR. CLEAN

Maintenance Systems

PO Box 31  
Colton, CA 92324  
Tel: 909.879.1160  
Fax: 909.879.1155  
www.mrcleansystems.com  
CA CL#798720

PR 427915

March 19, 2015

Larry Vernaza  
Capistrano Unified School District  
32972 Calle Perfecto  
San Juan Capistrano, California 92675

Re. Gym Floor Maintenance Services

Dear Mr. Vernaza,

Mr. Clean Maintenance Systems is pleased to present you with the following proposal for the gymnasiums at the high school locations. ~~Please note that San Juan Hills High School has been provided under a separate proposal.~~

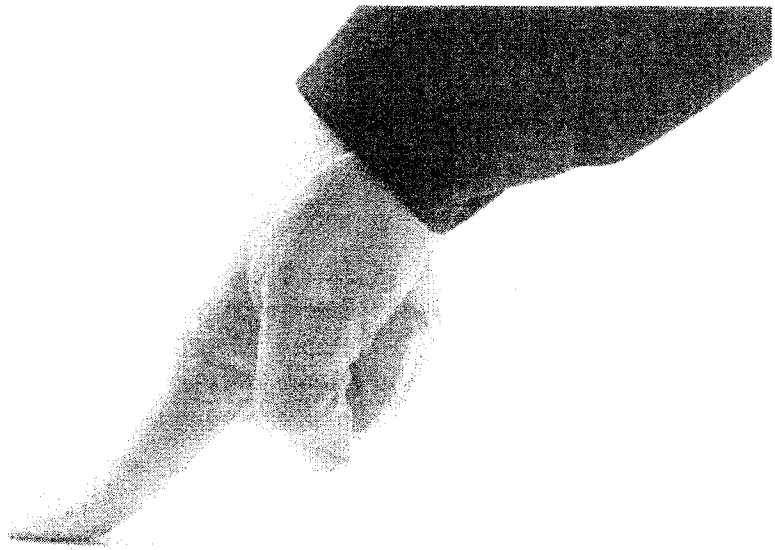
Our coating service process includes the following:

- 1) The floor will be properly screened with "Intensive Floor Treatment". IFT is an aggressive cleaner that will easily remove ground-in dirt, body oils, shoe marks, ball scuffs, spilled beverages, etc. IFT is the first step in a two-part cleaning process to prepare floors for the TyKote Dustless Recoating System.
- 2) The floor will then be cleaned with Squeaky. This is tough on dirt, gentle on floors and cleans without leaving a residue. Squeaky is an excellent commercial-grade cleaner for all wood and laminate floors. This is a pre-cleaner during the finish or recoating process, and it's the second step in the two-part cleaning process.
- 3) The first coating is applied "Tykote" which acts as the bonding agent between the existing floor and the new top coat.
- 4) Two coats of "Basic Hydrolite Plus Gloss" is applied to the floor.
- 5) We recommend a minimum cure time of 48 hours for accessing the gym floor and a recommendation of a minimum 72 hours before played on. **No matting should be placed on the floor for two weeks upon completion of services.**

Please note that for each floor we will require three complete days to provide the service proposed. We will also require the assistance of designated school maintenance personnel to control the air conditioning system in the rooms we are providing services to.



Mr. Larry Vernaza  
Capistrano Unified School District  
Page 2



**Gymnasium Floor Maintenance Proposal Continued:**

The following are the costs for the coating service as listed for each site:

**Capistrano Valley High School**

Main gym square footage: 12,338-Coating Services \$5,305.34  
Auxiliary gym square footage: 7,342.18-Coating Services \$3,157.14

**San Clemente High School**

Main gym square footage: 13,000-Coating Services \$5,590.00  
Auxiliary gym square footage: 8,703.13-Coating Services \$3,746.65

**Tesoro High School**

Main gym square footage: 12,884-Coating Services \$5,540.12  
Auxiliary gym square footage: 6,615-Coating Services \$2,844.45

**Aliso Niguel High School**

Main gym square footage 17,914-Coating Services \$7,703.02  
Auxiliary gym square footage 4,086 Coating Services \$1,756.98

**Dana Hills High School**

Main gym square footage 10,688-Coating Services \$4,595.84

**San Juan Hills High School**

Main gym square footage: 12,957-Coating Services \$5,571.51  
Auxiliary gym square footage: 6,511-Coating Services \$2,799.73

**Total for all services above: \$48,610.73**

*AO* 3/19/15

Upon review, please contact us if you have any questions. Please note that a purchase order will be required prior to commencement of services.

Sincerely,  
Pam Costa  
Mr. Clean Maintenance Systems



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of June 11, 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").

**S.T.A.R. ACADEMY**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,500 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 July 1, 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.

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

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

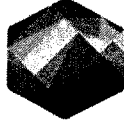
**DISTRICT**

By: \_\_\_\_\_  
Name: Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date: June 10, 2015

**CONTRACTOR**

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
FEIN \_\_\_\_\_

EXHIBIT A



**HAYNES**  
FAMILY OF PROGRAMS

EDUCATION CENTER  
S.T.A.R. ACADEMY

**Fee Schedule 2015-2016**  
**Capistrano USD – Indian Education Program**

Provider:	<b>S.T.A.R. Academy – Haynes Family of Programs Inc.</b>
Address (Physical):	<b>233 W. Baseline Road, La Verne, CA 91750</b>
Address (Mailing):	<b>PO Box 400 W. Baseline Road, La Verne, CA 91750</b>
Contact Person:	<b>Jonas Maceda, Program Manager</b>
Contract Signatory:	<b>Daniel Maydeck, CEO/President</b>
Phone:	<b>(909) 593-2581 ext. 243 – Jonas / (909)593-2581 ext. 223 - Daniel</b>
Fax:	<b>(909) 593-6224</b>
E-mail:	<b><u><a href="mailto:imaceda@leroyhaynes.org">imaceda@leroyhaynes.org</a></u> / <u><a href="mailto:dmaydeck@leroyhaynes.org">dmaydeck@leroyhaynes.org</a></u></b>
Website:	<b><u><a href="http://www.leroyhaynes.org">www.leroyhaynes.org</a></u></b>

1. Brief description (a paragraph) regarding the types of services your company can provide to students.

**S.T.A.R. Academy – Haynes Family of Programs Inc. has over 70 years experience developing and implementing successful year-round educational services throughout Southern California. We provide individualized supplemental instruction on a One-to-One Basis in Math, Reading, English Language Arts, and any other academic subject. We serve students in all grade levels (from K-12<sup>th</sup> grade). Our services are provided direct to the student’s home or at a local library, depending on parent’s preference. All our instructors have a minimum of a Bachelor’s Degree, are highly qualified in their respective fields, have passed background checks (through the California Department of Justice and FBI), and have obtained a negative result from Tuberculosis screening.**

2. Cost(s) associated with your program (hourly rate): **\$55.00 per hour**

3. Location of services: **Student’s home or the local library — parent’s choice.**

4. Schedule of services: **Afternoons, evenings, or weekends. This is the parent’s choice.**



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of June 11, 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").

**ELEMENTARY ART SMARTS, INCORPORATED**

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

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

WHEREAS, 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 \$5,000 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 July 1 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.

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

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

**DISTRICT**

**CONTRACTOR**

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

Signature \_\_\_\_\_

Name: Lynh N. Rust

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

Title: Executive Director, Contracts & Purchasing

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

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

Address \_\_\_\_\_

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

FEIN \_\_\_\_\_

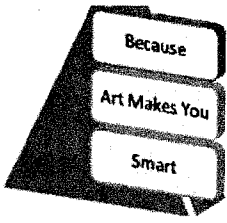


EXHIBIT A

# Elementary Art Smarts, Inc.

*Enriching Children One Classroom At A Time*

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Elementary Art Smarts instructional program for Moulton Elementary School 2015-2016 School year

Educationally based art instruction will be provided four times throughout the year to all classes. Program will consist of four separate units. All visits will include a slide show assembly followed by a classroom based directed art lesson. Should the number of classes be less than quoted, or exceeds the amount, an amended bill or refund will be submitted to Moulton Elementary School. Class sizes will not exceed 36 students.

Elementary Art Smarts will provide and prepare all supplies. Elementary Art Smarts will have use of existing school based tools and supplies designated for formal art.

Elementary Art Smarts will donate a family night as a community service

Classroom Art Lessons 21 classes @ \$45 per classroom visit, four visits	\$3780.00
Slide Show Assemblies, four @ \$280 per visit	\$1120.00

**TOTAL DUE \$4900.00** please issue payments to Elementary Art Smarts EIN26-2667729

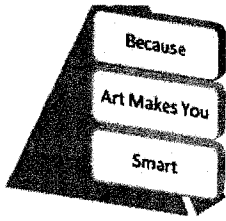
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Signature, position

Date

Elementary Art Smarts

2156 Thyme Drive, Corona, California 92879 (951) 529-8777 (951) 479-9177 fax  
ElementaryArtSmarts@gmail.com visit us on Facebook



# Elementary Art Smarts, Inc.

*Enriching Children One Classroom At A Time*

Elementary Art Smarts instructional program for Moulton Elementary School 2015-2016 School year

Educationally based art instruction will be provided four times throughout the year to all classes. Program will consist of four separate units. All visits will include a slide show assembly followed by a classroom based directed art lesson. Should the number of classes be less than quoted, or exceeds the amount, an amended bill or refund will be submitted to Moulton Elementary School. Class sizes will not exceed 36 students.

Elementary Art Smarts will provide and prepare all supplies. Elementary Art Smarts will have use of existing school based tools and supplies designated for formal art.

Elementary Art Smarts will donate a family night as a community service

Classroom Art Lessons 17 classes @ \$45 per classroom visit, four visits \$3060.00

16 classes (\$720.00) will be donated as a community service to Kinder and TK

Slide Show Assemblies, four @ \$280 per visit \$1120.00

**TOTAL DUE \$4180.00 please issue payments to Elementary Art Smarts EIN26-2667729**

---

Signature, position

Date

Elementary Art Smarts

2156 Thyme Drive, Corona, California 92879 (951) 529-8777 (951) 479-9177 fax  
ElementaryArtSmarts@gmail.com visit us on Facebook





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

**FIELD SERVICES AGREEMENT**

THIS CONTRACT is made and entered into this 11 day of June 2015, by and between Beach Cities Glass, 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 \$ 12,199.90 the following:  
Dana Hills High School - Design, build and install store front windows for Attendance Office
2. The term of the Contract shall begin on April 6, 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, 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 1/9/15 #85792
- 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
- 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)

Field Service Agreement  
Capistrano Unified School District

Exhibit A

BEACH CITIES GLASS COMPANY  
34182 Doheny Park Road  
Capistrano Beach, CA 92624  
(949) 493-6808 FAX (949) 493-9563

Sold by: Bonnie Cheney  
SaleType: Contr(I)  
Ordered by: Victor Yerena  
Office: 949-234-9200 FAX: 949-248-9563

Invoice#: 85792  
Revision#: 02  
Date: 04/30/15  
Acct#: CUSD

BILL TO:  
CUSD Maintenance & Construction  
  
32972 Calle Perfecto  
San Juan Capistrano, CA 92675

JOB:  
DHHS Attendance office windows  
33333 Golden Lantern  
  
Dana Point, CA 92629  
Job Phone: 234-9546

Final Revision; Closing Bill.

03/23/15 Purchase Authorization #427888

04/22/14 e: VMYerena@CapoUSD.org

L#	UM	Qty	Width	Height	Description
1	ea....				Design build & install, tax included..
2					1- 12'2" x 9' 6" Glass and aluminum wall
3					with 3 passthru windows and counter tops
4					interior and exterior per drawing.
5					* Warning: Friction glide slider may not
6					operate smoothly at this size. (47x42)
7					At this window size an overhead balance
8					is included, however it is not
9					recommended for heavy/frequent use.
10					Windows at Shorecliff's are 32 x 41 1/2
11					and we understand they work well.
12					The larger sliding panel adds approx.
13					6 lbs to the window going from 16 to 22
14					lbs.
15					Alternative design will add \$700 (Dwg B)

Tax: Included  
Total: 12199.90

When complete, Balance Due: 12199.90

THANK YOU  
\*\*\*\*\*

Thank you, we look forward to serving you again.  
Please call if you have any questions or comments.  
California State Contractor Lic. #354286

Beach Cities Glass  
34182 Doheny Park Road  
Capistrano Beach, CA 92624  
Ph.(949)493-6808 Fax (949)493-9563

1 3/4" x 4" Storefront System

Clear Anodized Alum.

Vertical Sliding Service Windows

with Overhead Balances.

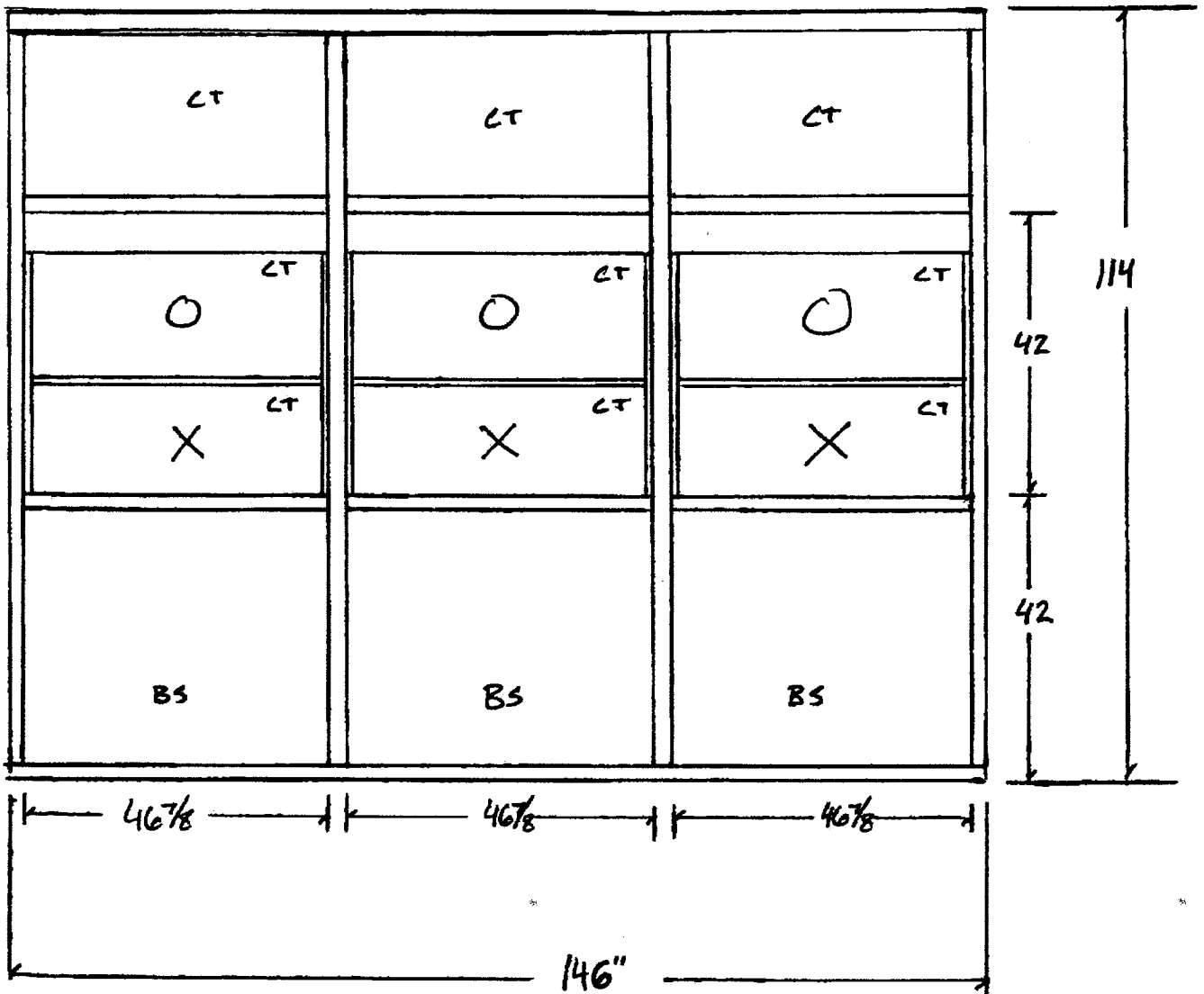
DHHS Invoice # 8579Z

Drawing A

Glass Key:

1/4" Clear Tempered = CT

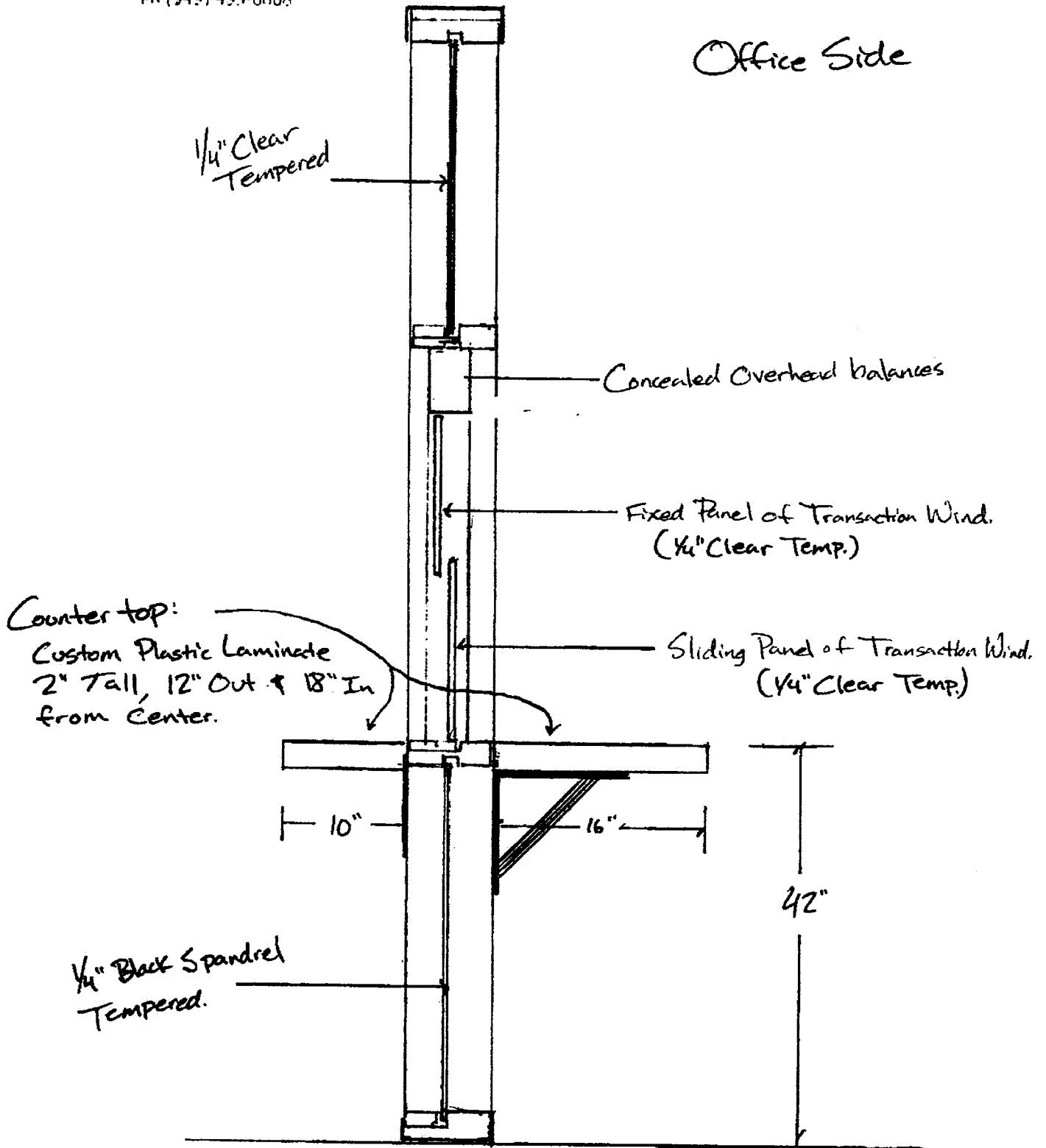
1/4" Black Spandrel = BS



BEACH CITIES GLASS, INC.  
34182 Doheny Park RD  
CAPISTRANO BEACH, CA 92624  
Ph (949) 493-6806

DHHS Invoice # 85792

Office Side



Beach Cities Glass  
34182 Doheny Park Road  
Capistrano Beach, CA 92624  
Ph.(949)493-6808 Fax (949)493-9563

DHHS Invoice #85792

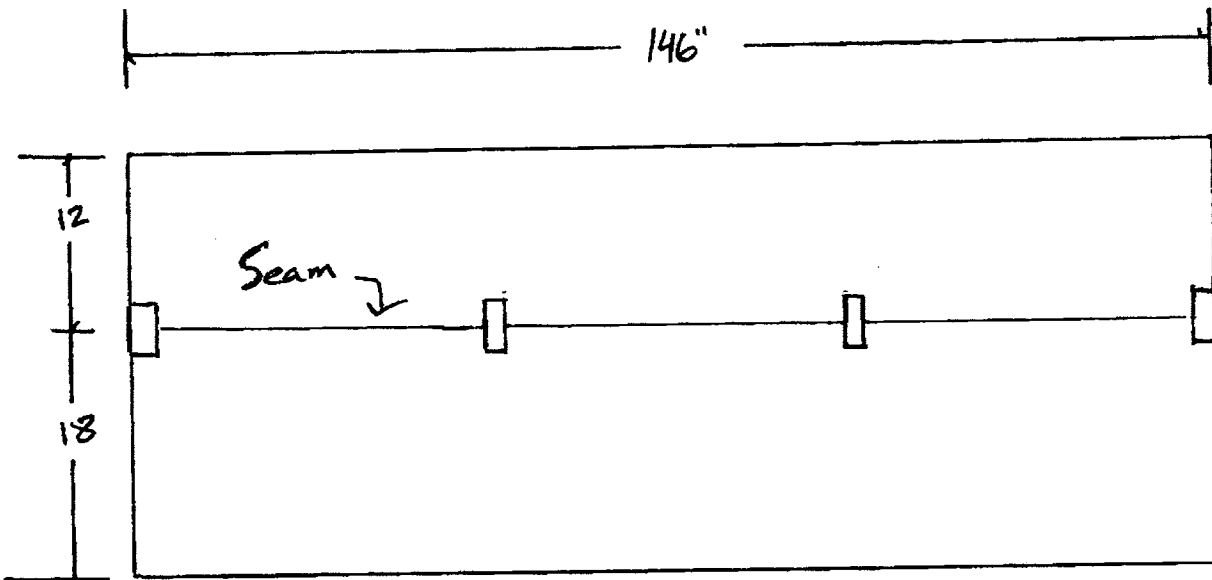
Black 2" Laminated  
Shelf/Countertop.

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Plan View



Office Side



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of May 18, 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").

**STRUMWASSER & WOOCHEER LLP**

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

WHEREAS, District is in need of such special legal services and advice, including, but not limited to advice relating to procedural and substantive matters regarding the non-renewals of the contract of San Clemente high school principal Michael Halt and other requested legal services related thereto; 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 herein.

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).

Term of Agreement. The term of this base Agreement is for the period commencing May 18, 2015, and ending December 31, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

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

**CONTRACTOR**

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address: \_\_\_\_\_  
FEIN \_\_\_\_\_

**GENERAL CONDITIONS**

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

1. **Engagement of Services.** District hereby engages the services of Contractor in accordance with the terms set forth in the Agreement and these additional provisions. Contractor agrees to exercise the highest degree of professionalism and utmost care, and to utilize Contractor's expertise and creative talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent.
2. **Invoicing.** For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed pursuant to an agreed fixed fee, Contractor shall submit invoices to District upon the completion of the services or as otherwise identified in the agreed fixed fee.
3. **Expenses.** Contractor shall be responsible for all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
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, all his/her employees, agents and contractors 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's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees, agents and contractors as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
5. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as basis for such services.
6. **Copyright/Trademark/Patent.** Contractor understands and agrees that all applicable 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.
7. **Termination.** District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude; (b) negligence in the performance of duties under the Agreement, and (c) refusal to perform reasonable and lawful duties assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with District policies.
8. **Return of District Property.** Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises and

owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time.

9. Hold Harmless. Contractor agrees to and shall defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by Contractor or its subcontractors, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the gross negligence or willful misconduct of District or any of its agents or employees.
10. Insurance. Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of 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 officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given herein.
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 ensure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person.
18. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.



20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process.

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

A. Initial Review and Evaluation of a Claim

Within ten (10) business days of a party to this Agreement suffering a loss, that party shall advise the other party of the loss in writing by sending written notice to the signatory on this Agreement for the other party. Within ten (10) business days of from the date of receipt of such written notice, the signatories to this Agreement shall meet and discuss and resolve the claim. A resolution reached at the Initial Review and Evaluation Meeting shall be reduced to writing and become an amendment to this Agreement upon approval by 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 receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five within (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 22 hereof.

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 contract that he or she sees fit. Rather, the arbitrator's decision must be based on admissible facts and applicable law and in accord with the terms, condition and provisions of the contract. The arbitrator shall issue a written Statement of Decision applying the admissible facts to applicable law under the contract in reaching his/her determination. The arbitrator's decision shall be final and binding and can be introduced into court for the purpose of obtaining a judgment thereon provided the arbitrator has complied with the provisions of this paragraph. Should the arbitrator fail to do so, then an objecting party has the right to have the claim determined in court. The parties agree that the dispute resolutions of this Paragraph 22 are mandatory and the exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

**REQUIRED DOCUMENTS AND CERTIFICATIONS**

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

<b>Certificates of Insurance</b>
<ul style="list-style-type: none"> <li>✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <b>must be accompanied</b> by Form CG 20 37 07 04</li> <li>✓ Business Auto Liability Insurance</li> <li>✓ Workers’ Compensation and Employers Liability Insurance</li> </ul> <p style="text-align: center;">Refer to Article 10. INSURANCE REQUIREMENTS</p>
✓ Certification by Contractor Criminal Records Check
✓ W-9
✓ Live Scan (District requires DOJ and FBI clearance)
TB Test
✓ Conflict of Interest Form

**EXHIBIT A**  
**FEE SCHEDULE**

Strumwasser & Woocher LLP  
c/o Fredric D. Woocher  
10940 Wilshire Blvd., Ste. 2000  
Los Angeles, CA 90024  
fwoocher@strumwooch.com  
(310) 576-1233

**Rate of Pay**

Senior Partners:	\$525
Junior Partners:	\$450
Senior Associates:	\$375
Junior Associates:	\$325
Paralegals/Analysts:	\$175

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_

**EXTENSION NO. 3 TO PROFESSIONAL SERVICE AGREEMENT  
CONTRACT NO. PSA 1213008**

**WITH**

**DR. SIDNEY WEISS**

Professional Service Agreement PSA 1213008 with Capistrano Unified School District and Dr. Sidney Weiss called for an original contract period of July 1, 2012 through June 30, 2013.

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

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

**Capistrano Unified School District**

**Dr. Sidney Weiss**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

**EXHIBIT A**

**FEE SCHEDULE**

Dr. Sidney Weiss  
27800 Medical Center Drive, Suite 130  
Mission Viejo, CA 92691  
(949)364-0271

\$307.80 per evaluation

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").

**DR. SIDNEY WEISS**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$3,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

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

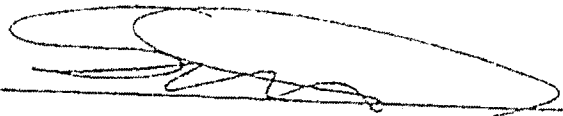
CONSULTANT

Signature: [Signature]  
Name: Sidney Weiss, M.D.  
Title: MD  
Address: 27800 Medical Ctr Rd #113  
Mission Viejo, CA 92686  
Email Address: \_\_\_\_\_  
FEIN/SSN 95-3425513

**EXHIBIT A**  
**FEE SCHEDULE**

Dr. Sidney Weiss  
27800 Medical Center Drive, Suite 130  
Mission Viejo, CA 92691  
(949) 364-0271

\$342.00 per evaluation

Signature  Date 6-14-12  
Typed or Printed Name SIDNEY WEISS, MD

**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

 \_\_\_\_\_  
D. \_\_\_\_\_





# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

#### BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN MATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZIO

AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, ED. D.

April 22, 2013

Sent via e-mail [lisa.montes@saddlebackvision.com](mailto:lisa.montes@saddlebackvision.com)

Dr. Sidney Weiss  
27800 Medical Center Rd, #130  
Mission Viejo, CA 92694

**Subject: Extension of Contract No. PSA 1213008**

Dear Dr. Weiss:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing

**EXTENSION OF AGREEMENT NO. PSA 1213008**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DR. SIDNEY WEISS**


Professional Services Agreement No. PSA 1213008 called for an original contract period of July 1, 2012 through June 30, 2013.

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

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

Capistrano Unified School District

Dr. Sidney Weiss

By:   
Signature

By:   
Signature

Terry Fluent

SIDNEY WEISS, MD

Director, Purchasing

President

Date: 7/14/13

Date: 6/13/13

**EXHIBIT A**  
**FEE SCHEDULE**

Dr. Sidney Weiss  
27800 Medical Center Drive, Suite 130  
Mission Viejo, CA 92691  
(949) 364-0271

~~\$340.00~~ per evaluation

\$307.80

Fee reduced per e-mail dated April 30, 2013.

**EXTENSION NO. 2 OF AGREEMENT PSA 1213008**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**DR. SIDNEY WEISS**

Professional Services Agreement No. PSA 1213008 called for an original contract period of July 1, 2012 through June 30, 2013.


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

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

**Capistrano Unified School District**

**Dr. Sidney Weiss**

By:   
Signature

By:   
Signature

Terry Fluent

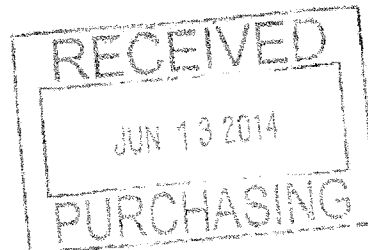
SIDNEY WEISS, MD  
Print Name

Director, Purchasing

PRESIDENT  
Title

Date: 7/10/14

Date: 6-9-14



**EXHIBIT A**

**FEE SCHEDULE**

Dr. Sidney Weiss  
27800 Medical Center Drive, Suite 130  
Mission Viejo, CA 92691  
(949)364-0271

\$307.80 per evaluation

By:                     *Sidney Weiss, MD*                     Date:                     6/9/14

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: Steph Weiss, MD Date: 6-9-12



**EXTENSION NO. 3 TO PROFESSIONAL SERVICE AGREEMENT  
CONTRACT NO. PSA 1213022**

**WITH**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF  
THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, SCHOOL OF MEDICINE,  
DEPARTMENT OF PEDIATRICS**

Professional Service Agreement PSA 1213022 with Capistrano Unified School District and The Regents of the University of California, on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and The Regents of the University of California, on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics 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 27, 2012, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**The Regents of the University of  
California, on behalf of the University of  
California, San Diego, School of  
Medicine, Department of Pediatrics**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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



**Exhibit A**  
2015-16

University of California, San Diego, School of Medicine  
Department of Pediatrics, Health Sciences  
Health Sciences  
9500 Gilman Drive, Mail Code 92093-0602  
Attn: Assistant vice Chancellor  
Fax (858)534-6573

Consulting Services for Dr. Howard Taras  
\$240.00 per hour

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



### PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, SCHOOL OF MEDICINE, DEPARTMENT OF PEDIATRICS**

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.

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

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

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

CONSULTANT  
Signature: [Signature]  
Name: Gene Hasogawa  
Title: Associate Dan, UCSD Health Sciences  
Address: \_\_\_\_\_

Email Address:  
FEIN/SSN    95-6006144

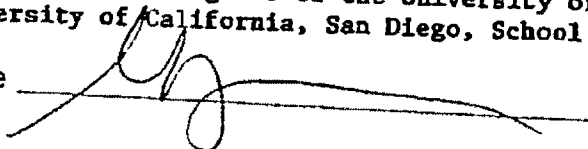
**EXHIBIT A**  
**FEE SCHEDULE**

University of California, San Diego, School of Medicine  
Department of Pediatrics, Health Sciences  
Health Sciences Business Contracting  
9500 Gilman Drive #602  
LaJolla, CA 92093-0602  
(858) 534-2041  
(858)822-6691  
Email: vpalladino@ucsd.edu

Contractor shall appoint Howard Taras, M.D. to provide consulting services to District. If Dr. Taras becomes unavailable to provide such services, Contractor shall appoint a replacement subject to approval by the District.

Consulting Services for Dr. Howard Taras  
\$240.00 per hour

Contractor: The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics

Signature  Date 7/9/12

Typed or Printed Name Gene Hasegawa  
Associate Dean, UCSD Health Sciences

SPECIAL CONDITIONS

Delete Section 10, Defense, Indemnity & Hold Harmless Obligations, and replace with paragraph below:

*Hold Harmless: Both parties shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the negligent or intentional acts or omissions of such party, its directors, officers, employees, or agents, under this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of such party, its officers, employees, or agents.*

Delete Section 12, Insurance Requirements, and replace with paragraph below:

*Insurance: CONTRACTOR and DISTRICT will maintain liability insurance or self insurance sufficient to cover the indemnification obligations under this Agreement. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy. CONTRACTOR and DISTRICT will exchange certificates of insurance required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage.*

**Contractor: The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics**

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

**Gene Hasegawa**  
**Associate Dean, UCSD Health Sciences**

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

7/9/12

**SPECIAL CONDITIONS**

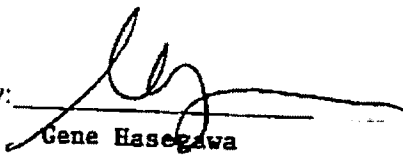
**Scope of Practice and Release of Assessment Documentation**

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.

**Contractor: The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics**

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



Gene Hasegawa  
Associate Dean, UCSD Health Sciences

Date: 7/9/12



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

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

April 22, 2013

Sent via e-mail [vpalladino@ucsd.edu](mailto:vpalladino@ucsd.edu)

The Regents of the University of California, On Behalf of the University of California,  
San Diego, School of Medicine, Department of Pediatrics  
9500 Gilman Dr. #602  
LaJolla, CA 92093-0602  
Attention: Gene Hasegawa

**Subject: Extension of Contract No. PSA 1213022**

Dear Mr./Ms. Hasegawa:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing

**EXTENSION OF AGREEMENT NO. 1 PSA 1213022**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF  
THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, SCHOOL OF MEDICINE,  
DEPARTMENT OF PEDIATRICS**

Professional Services Agreement No. PSA 1213022 called for an original contract period of July 1, 2012 through June 30, 2013. The agreement with The Regents of the University of California, on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics 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 \$6,000.

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

**Capistrano Unified School District**

**The Regents of the University of  
California, on behalf of the University of  
California, San Diego, School of  
Medicine, Department of Pediatrics**

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

Signature

Terry Fluent

Director, Purchasing

Date: 7/10/13

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

Signature

Gene Hasegawa

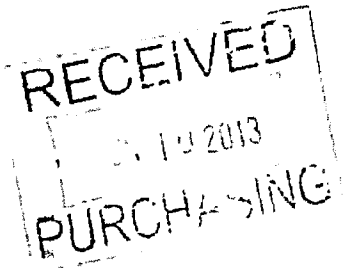
Print Name

Associate Dean for Administration

UCSD Health Sciences

Title

Date: 6/4/13



**EXHIBIT A**  
**FEE SCHEDULE**

University of California, San Diego, School of Medicine  
Department of Pediatrics, Health Sciences  
Health Sciences Business Contracting  
9500 Gilman Drive #602  
La Jolla, CA 92093-0602  
(858) 534-2041  
(858) 822-6691  
E-mail: spalladino@ucsd.edu

Contractor shall appoint Howard Taras, M.D. to provide consulting services as  
to District. If Dr. Taras becomes unavailable to provide such services,  
Contractor shall appoint a replacement subject to approval by the District

Consulting Services for Dr. Howard Taras  
\$210.00 per hour

Contractor shall provide the following information to the District:  
University of California, San Diego, School of Medicine, Department of Pediatrics  
Contractor shall provide the following information to the District:  
Contractor shall provide the following information to the District:



**EXTENSION NO. 2 OF AGREEMENT PSA 1213022**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF  
THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, SCHOOL OF MEDICINE,  
DEPARTMENT OF PEDIATRICS**

Professional Services Agreement No. PSA 1213022 called for an original contract period of July 1, 2012, through June 30, 2013.

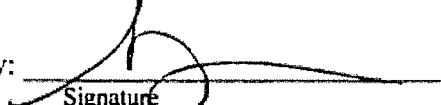
The agreement with The Regents of the University of California, on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$6,000.

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

**Capistrano Unified School District**

**The Regents of the University of  
California, on behalf of the University of  
California, San Diego, School of  
Medicine, Department of Pediatrics**

By:   
Signature

By:   
Signature

Terry Fluent

Gene Hasegawa

Print Name

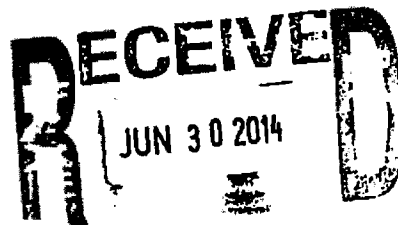
Director, Purchasing

Associate Dean for Administration

UCSD Health Sciences  
Title

Date: 7/10/14

Date: 6/20/14



**Exhibit A**

University of California, San Diego, School of Medicine  
Department of Pediatrics, Health Sciences  
Health Sciences  
9500 Gilman Drive, Mail Code 92093-0602  
Attn: Assistant vice Chancellor  
Fax (858)534-6573

**Contractor shall appoint Howard Taras, M.D. to provide consulting services to District. If Dr. Taras becomes unavailable to provide such services, Contractor shall appoint a replacement subject to approval by the District**

Consulting Services for Dr. Howard Taras  
\$240.00 per hour

**Contractor: The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics**

By:  Date: 6/20/14

**Gene Habegawa  
Associate Dean for Administration  
UCSD Health Sciences**


**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.

**Contractor: The Regents of the University of California on behalf of the University of California, San Diego, School of Medicine, Department of Pediatrics**

By:  Date: 6/20/14  
**Gene Hasegawa**  
**Associate Dean for Administration**  
**UCSD Health Sciences**

**EXTENSION NO. 3 TO PROFESSIONAL SERVICE AGREEMENT  
CONTRACT NO. PSA 1213025**

**WITH**

**PROVIDENCE SPEECH AND HEARING CENTER**

Professional Service Agreement PSA 1213025 with Capistrano Unified School District and Providence Speech and Hearing Center called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Providence Speech and Hearing 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-1 and A-2** to this Extension No. 3 Agreement, not to exceed \$15,000.

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

**Capistrano Unified School District**

**Providence Speech and Hearing Center**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

EXHIBIT A -1  
FEE SCHEDULE

PROVIDENCE SPEECH AND HEARING CENTER

SCHOOLS CODES	DESCRIPTION	CHARGE
53	Pediatric Audiological Evaluation(0-7 years)	\$300.00
53	Audiological Evaluation	\$285.00
53	Auditory Brainstem Response	\$445.00
53	Central Auditory Processing, Comprehensive	\$1,750.00 **
53	Otocoustic Emissions, Extended	\$120.00
53	Other audiology services	\$135/hr
53	Audio Consult Brief	\$135/hr
50	Speech & Language Evaluation	\$300.00
50	Other speech services	\$135/hr
50	Speech Therapy	\$150/ 1 hr session
50	Speech Therapy	\$85/ 1/2 hr session
50	Jumpstart or Speech group Therapy, per hour	\$55 / 1hr
57	OT Evaluation	150.00
57	OT Therapy	\$135 / 1hr
50, 53, 57	**IEP/IFSP Out of Center Meeting	\$135 / 1hr
50, 53, 57	**IEP change is inclusive of all preparation time which includes any meetings or negotiations, preparation of special documentation and "out of the ordinary" phone calls.)	\$135 / 1hr
50, 53, 57	**IEP/IFSP Cancellation without a 48 hour notice Out of Center contact time and travel Audio, Speech, OT	

\*\*The following appointments are required for Comprehensive APD Appointment:

- 1) Documentation Review by Audiologist 1/2 hour
- 2) Documentation Review by Speech Pathologist 1 hour
- 3) Initial APD appointment (Includes Audiological Evaluation)
- 4) Speech and Language Evaluation
- 5) Final APD appointment

BY:  Date: 8/27/2012

EXHIBIT A-2

FEE SCHEDULE

Providence Speech and Hearing Center  
1301 Providence Avenue  
Orange, CA 92668

[abarclay@pshc.org](mailto:abarclay@pshc.org)

Speech Language Pathologist - \$80.00 per hour

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

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



### PROFESSIONAL SERVICES AGREEMENT

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

#### PROVIDENCE SPEECH AND HEARING CENTER

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT  
By: Terry Fluent  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 4/11/12

CONSULTANT  
Signature: [Signature]  
Name: PAUL LOPEZ  
Title: CWO/CTO  
Address: 1351 PIEDRA BLANCA BLVD  
ORANGE, CA 92668  
Email Address: LOPEZ@PSHC.ORG  
FEIN/SSN: 95-6154473

EXHIBIT A -1  
FEE SCHEDULE

PROVIDENCE SPEECH AND HEARING CENTER

SCHOOL DIS CODES	DESCRIPTION	CHARGE
53	Pediatric Audiological Evaluation(0-7 years)	\$300.00
53	Audiological Evaluation	\$285.00
53	Auditory Brainstem Response	\$445.00
53	Central Auditory Processing, Comprehensive	\$1,750.00 **
53	Otoacoustic Emissions, Extended	\$120.00
53	Other audiology services	\$135/hr
53	Audio Consult Brief	\$135/hr
50	Speech & Language Evaluation	\$300.00
50	Other speech services	\$135/hr
50	Speech Therapy	\$135/hr
50	Speech Therapy	\$135/hr
50	Jumpstart or Speech group Therapy, per hour	\$150/ 1 hr session
50	OT Evaluation	\$85/ 1/2 hr session
57	OT Therapy	\$55 / 1hr
57	OT Therapy	150.00
50, 53, 57	**IEP/IFSP Out of Center Meeting	\$ 135 / 1hr
50, 53, 57	(**IEP charge is inclusive of all preparation time which includes any meetings or litigations, preparation of special documentation and "out of the ordinary" phone calls.)	\$ 135 / 1hr
50, 53, 57	**IEP/IFSP Cancellation without a 48 hour notice	\$135 / 1hr
50, 53, 57	Out of Center contact time and travel Audio, Speech, OT	\$135 / 1hr

\*\*The following appointments are required for Comprehensive APD Appointment:

- 1) Documentation Review by Audiologist 1/2 hour
- 2) Documentation Review by Speech Pathologist 1 hour
- 3) Initial APD appointment (Includes Audiological Evaluation)
- 4) Speech and Language Evaluation
- 5) Final APD appointment

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

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

8/27/2012



**SPECIAL CONDITIONS**

**Scope of Practice and Release of Assessment Documentation**

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

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

By:  \_\_\_\_\_ Date: 8/27/2012

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO.  
PSA 1213025

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER

The Agreement between Capistrano Unified School District and Providence Speech and Hearing Center was extended for the period of July 1, 2013, through June 30, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall be amended not to exceed \$14,000 annually. This amount may be increased by mutual agreement of both parties by written amendment.

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

Capistrano Unified School District

Providence Speech and Hearing  
Center

By: Terry Fluent  
Signature

By: [Signature]  
Signature

Terry Fluent

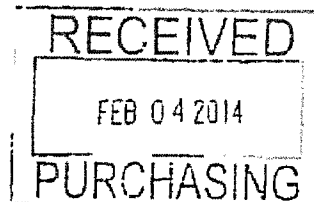
Rodriguez Lopez  
Print Name

Director, Purchasing

CEO / COO  
Title

Date: 2/13/14

Date: 1/30/14



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

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PROVIDENCE SPEECH AND HEARING CENTER**

The Agreement between Capistrano Unified School District and Providence Speech and Hearing Center was extended for the period of July 1, 2013, through June 30, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall be amended not to exceed \$20,500 annually. This amount may be increased by mutual agreement of both parties by written amendment.

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

**Capistrano Unified School District**

**Providence Speech and Hearing Center**

By: T. Fluent  
Signature

By: [Signature]  
Signature

Terry Fluent

Linda H. Smith  
Print Name

Director, Purchasing

CEO  
Title

Date: 7/18/14

Date: 7/1/14

**EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213025**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PROVIDENCE SPEECH AND HEARING CENTER**


Professional Services Agreement No. PSA 1213025 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Providence Speech and Hearing Center shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$4,000.

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

**Capistrano Unified School District**

**Providence Speech and Hearing Center**

By:   
Signature

By:   
Signature

Terry Fluent

Paul Lopez  
Print Name

Director, Purchasing

CEO/CEO  
Title

Date: 8/1/13

Date: July 9, 2013

**EXTENSION NO. 2 OF AGREEMENT PSA 1213025**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**PROVIDENCE SPEECH AND HEARING CENTER**

Professional Services Agreement No. PSA 1213025 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Providence Speech and Hearing Center shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,000.

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

**Capistrano Unified School District**

**Providence Speech and Hearing Center**

By: Terry Fluent  
Signature

By: [Signature]  
Signature

Terry Fluent  
Print Name

Wanda H. Smith  
Print Name

Director, Purchasing  
Title

CEO  
Title

Date: 7/18/14

Date: 7/11/14

**AMENDMENT NO. 3 TO PROFESSIONAL SERVICE AGREEMENT  
PSA 1213025**

**WITH**

**PROVIDENCE SPEECH AND HEARING CENTER**

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

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

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

**Capistrano Unified School District**

**Providence Speech and Hearing  
Center**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

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

**EXHIBIT A-2**

**FEE SCHEDULE**

**Providence Speech and Hearing Center  
1301 Providence Avenue  
Orange, CA 92668**

**[abarclay@pshc.org](mailto:abarclay@pshc.org)**

**Speech Language Pathologist - \$80.00 per hour**

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

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

EXHIBIT A -1  
FEE SCHEDULE

PROVIDENCE SPEECH AND HEARING CENTER

SCHOOL'S CODES	DESCRIPTION	CHARGE
53	Pediatric Audiological Evaluation(0-7 years)	\$300.00
53	Audiological Evaluation	\$285.00
53	Auditory Brainstem Response	\$445.00
53	Central Auditory Processing, Comprehensive	\$1,750.00
53	Otosacoustic Emissions, Extended	\$120.00
53	Other audiology services	\$135/hr
53	Audio Consult Brief	\$135/hr
50	Speech & Language Evaluation	\$300.00
50	Other speech services	\$135/hr
50	Speech Therapy	\$135/hr
50	Speech Therapy	\$135/hr
50	Jumpstart or Speech group Therapy, per hour	\$150/ 1 hr session
50	OT Evaluation	\$85/ 1/2 hr session
57	OT Therapy	\$ 555 / 1hr
57	**IEP/IFSP Out of Center Meeting	150.00
50, 53, 57	**IEP change is inclusive of all preparation time which includes any meetings or budgets, preparation of special documentation and "out of the ordinary" phone calls.)	\$135 / 1hr
50, 53, 57	**IEP/IFSP Cancellation without a 48 hour notice	\$135 / 1hr
50, 53, 57	Out of Center contact time and travel Audio, Speech, OT	\$135 / 1hr
<p>**The following appointments are required for Comprehensive APD Appointment:</p> <ol style="list-style-type: none"> <li>1) Documentation Review by Audiologist 1/2 hour</li> <li>2) Documentation Review by Speech Pathologist 1 hour</li> <li>3) Initial APD appointment (includes Audiological Evaluation)</li> <li>4) Speech and Language Evaluation</li> <li>5) Final APD appointment</li> </ol>		

By:  Date: 8/27/2012





**EXTENSION NO. 3 TO PROFESSIONAL SERVICE AGREEMENT  
CONTRACT NO. PSA 1213042**

**WITH**

**MEET THE MASTERS, INCORPORATED**

Professional Service Agreement PSA 1213042 with Capistrano Unified School District and Meet the Masters, Incorporated called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and Meet the Masters, Incorporated shall be extended an additional twelve (12) months, covering the period July 1, 2015, through June 30, 2016, at the rates shown in **Exhibit A** to this Extension No. 3 Agreement, not to exceed \$75,000.

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

**Capistrano Unified School District**

**Meet the Masters, Incorporated**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

## Meet the Masters Fees 2015-6

1. Per class, or assembly teaching rate .....\$32.
  
2. Base Charge, based on number of Artist Units:
 

6/7 Units \$1300	3 Units	\$800
5 Unit \$1100	2 Units	\$700
4 Units \$900	1 Unit	\$500
  
3. Art Supply Costs (separate fee schedule attached)
  
4. More than 60 minutes of breaks during one day \$32. Per Day
 

Each additional 30 minutes \$32. Per Day
  
5. Minimum of 3 lessons per day, price for exception \$32. Per day, plus mileage if applicable
  
6. Assemblies in multiple locations \$50. Per day
  
7. Large, Laminated Art Prints \$25. Ea
  
8. Management Fees \* Variable by Contract

2015-2016 SUPPLY COSTS				
TRACK A	TRACK B	TRACK C	TRACK D	TRACK E
*Van Gogh 75	*Remington 90	*Miro 40	*Chagall 75	*Rockwell 107
*Monet 60	*Wood 125	*Rembrandt 10	*Klee 115	*Warhol 90
*Homer 128	*Matisse 0	*Bonheur 75	*Seurat 86	*Rousseau 160
*Picasso 100	*Kahlo 75	*Lawrence 80	*Ringgold 75	*Hopper **
*Cassatt 93	*Degas 60	*Gauguin 75	*da Vinci 35	*Martinez **
*Mondrian 0	*Hokusai 60*	Calder 80	Cezanne 130	*Klimt **
Escher 70	*O'Keeffe 200	Toulouse-Ltrc 45	*Renoir 150	*Michelangelo 130
*Units with K	*Units with K	*Units with K	*Units with K	*Units with K

**Costs per Artist**

Bonheur	75	Michelangelo	130
Calder	80	Miro	40
Cassatt	93	Mondrian	0
Cezanne	130	Monet	60
Chagall	75	O'Keeffe	200
Da Vinci	35	Picasso	100
Degas	60	Rembrandt	10
Escher	70	Remington	90
Gauguin	75	Renoir	150
Hokusai	60*	Ringgold	75
Homer	128	Rockwell	107
Hopper	**	Rousseau	160
Kahlo	75	Seurat	86
Klee	115	Toulouse-Ltrc	45
Klimt	**	Van Gogh	75
Lawrence	80	Warhol	90
Martinez	**	Wood	125
Matisse	0		

Sets of 36 supply a school of up to 750 students.

\*\*Supply Costs determined by Enrollment  
(Order extras for samples, Inservice, possible enrollment increases)

\*\*Hopper Supply Costs = \$4. Plus:  
\$.28 per student, all levels

\*\*Klimt Supply costs = \$12. Plus:  
\$.28 per student, all levels

\*\*Martinez Supply Costs = \$17. Plus  
\$.40 per students, all levels

\*\*Hokusai Supply Costs: Add \$11.00 If K is included

**OIL PASTEL SETS-EXTRAS**

\$25 per dozen boxes  
Indicate # of dozens on Warehouse Order

Suggested Order of Oil Pastels per Enrollment:

Up to 450: 3 dz boxes

450-750: 4 dz boxes



### INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

#### MEET THE MASTERS, INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$75,000.00 in aggregate under this Agreement.

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

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

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

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

**DISTRICT**

**CONTRACTOR**

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/27/12

Signature: Carrie Steele

Name: Carrie Steele

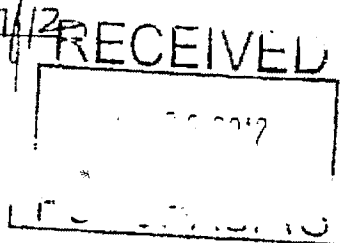
Title: Bookkeeper

Address: 15 Calle Mercedes

San Clemente CA 92673

Email Address: Carrie@meetthemasters.com

FEIN/SSN: 33-0834702



## Pricing / What's Included:

Most schools purchase complete Tracks (7 artists in each), but we also offer 'a la carte' artists:

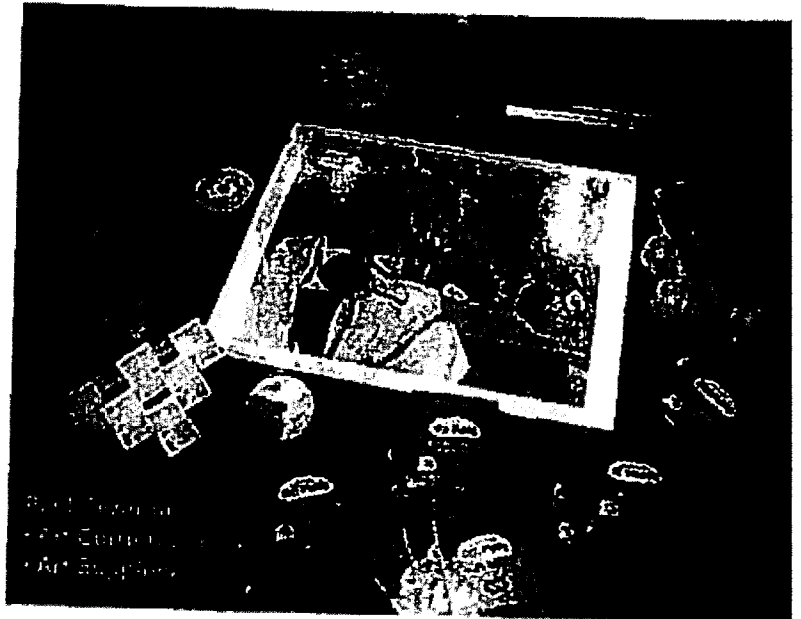
- ⇒ Curriculum for One Track (7 Artists in a Track): \$2,100
- ⇒ Curriculum for One Artist (a la carte): \$325

If you purchase a Track, it includes the following:

- ⇒ Implementation guide (step by step)
- ⇒ Artist lesson plan binders (7 artists)
- ⇒ Artist name/date cards
- ⇒ Vocabulary cards
- ⇒ Large laminated art prints (7)
- ⇒ Props for assemblies
- ⇒ PowerPoint slides presentation (7)
- ⇒ Color photo showing completed art activities
- ⇒ Student Awards
- ⇒ Duplicating Masters

Instructional DVDs: \$50 per artist

Specialized Art Supplies (one classroom kit contains 36 sets to create up to 750 projects per artist). Example: Track A Pricing: \$494 (van Gogh, Monet, Homer, Picasso, Cassatt, Mondrian and Escher)



## More Information:

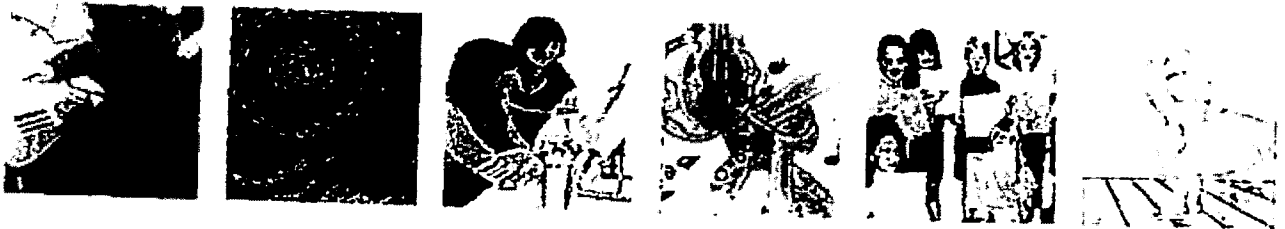
- Testimonials: <http://www.meetthemasters.com/testimonials>
- Student Artwork Gallery: <http://www.meetthemasters.com/student-gallery>
- 35 Artists and Art Projects: <http://www.meetthemasters.com/artists>
- 5 Art Curriculum Tracks: <http://www.meetthemasters.com/how-it-works/track-schedule>
- Vocabulary Learned: <http://www.meetthemasters.com/how-it-works/vocabulary-learned>
- Implementation Guide TOC: <http://www.meetthemasters.com/implementation-guide>
- VAPA Framework: <http://www.meetthemasters.com/how-it-works/visual-and-performing-arts-framework>

**We look forward to working with your students! For more information or to place an order, please contact:**

Steve Johnson  
Meet the Masters  
[steve@meetthemasters.com](mailto:steve@meetthemasters.com)

619-537-0111 (phone)  
619-330-1900 (fax)  
[www.meetthemasters.com](http://www.meetthemasters.com)  
Award Winning K-8 Art Education





**About Meet the Masters:**

Meet the Masters has over 25 years of history of providing interactive, multi-media art education to elementary school students worldwide. As California's leading art program, MTM has introduced Monet, Picasso, Van Gogh and a total of 35 Master Artists to more than 2 million Kindergarten thru 8th grade (and sometimes 12th grade) students.

The program's popularity spread quickly, and today Meet the Masters has spread to every region of the U.S. and internationally.

<p><b>Proven 3-Step Program with Scripted &amp; Timed Lesson plans</b></p> <ul style="list-style-type: none"> <li>• Art history assemblies</li> <li>• Student technique packets</li> <li>• Hands-on art activity</li> </ul>	<p><b>Step By Step Curriculum (4 Age-appropriate levels)</b></p> <ul style="list-style-type: none"> <li>• Kindergarten</li> <li>• Beginning (Grades 1-2)</li> <li>• Intermediate (Grades 3-4)</li> <li>• Advanced (Grades 5+)</li> </ul>	<p><b>Implementation Guide &amp; Coordination Instructions</b></p> <ul style="list-style-type: none"> <li>• Art supply preparation</li> <li>• Volunteer instructions</li> <li>• Scheduling guidelines</li> <li>• Support and assistance</li> </ul>
---	--	--

**35 Master Artists:**

We offer 5 tracks that cover 35 Masters that will engage young artists through the wonderful world of art history and hands-on learning. We have eight female artists and offer a very diverse and multi-cultural art curriculum. Each track includes an implementation guide with step-by-step instructions, PowerPoint slides, visual aids, art prints, game props and vocabulary words. Key content standards (VAPA) integrate with Meet the Masters.

**5 MTM Tracks: 7 Artists Per Track (\* Includes Kindergarten Lessons):**

Track A	Track B	Track C	Track D	Track E
van Gogh* Monet* Hoyer* Picasso* Cassatt, Mondrian* Escher	Remington* O'Keefe* Matisse* Kahlo* Hokusai Degas Wood	Miro Rembrandt* Bonheur* Gauguin* Lawrence Calder Toulouse-Lautrec	Chagall* Klee* Seurat* Ringgold* Cezanne da Vinci Renoir	Rockwell* Warhol* Rousseau Hopper* Martinez Klint Michelangelo

## How the Program Works:

### Step 1: "Introducing the Masters" Assemblies

The Meet the Masters experience begins with a multi-media assembly using PowerPoint slides, artist voices, and music where the children learn about the fascinating lives and famous works of the Master Artists. Interactive questions and multi-media content will keep the students interest while walking through a virtual museum filled with interesting stories and facts. An art background is not necessary because all lesson plans are scripted, illustrated and timed. The art vocabulary, artist name/date cards, art elements, props and visuals are all included and organized – nothing to research or gather (20-45 minutes) Example: <http://www.meetthemasters.com/how-it-works/step1>

### Step 2: "Learning from the Masters" Technique Packets

Now that the children have a true connection to the artist, it is time to introduce the techniques which made the art revolutionary. Back in the classroom they will work on a mostly self-guided follow-up packet which will be the pencil-on-paper means for your student to learn from the Masters. The worksheets reinforce the material previously presented in Introducing the Masters, and further prepares them for success in Step 3 (Working with the Masters). (15-30 minutes) Example: <http://www.meetthemasters.com/how-it-works/step2>

### Step 3: "Working with the Masters" Art Projects

After learning the inspiration and techniques of each Master the children are ready for the real fun. Your classroom will transform into an art studio as the well-equipped teacher leads the students on a step-by-step journey through the art project. Often in the same medium, style or subject matter as the Master, the students will discover their creativity while developing confidence in their own unique abilities. Training DVDs can assist the teacher with step by step detailed instructions. (50-60 minutes) Example: <http://www.meetthemasters.com/how-it-works/step3>

## Testimonials:

*The knowledge that the children are obtaining about different time periods and different styles of art is amazing. The program is super easy to follow and the cost of materials for the projects has been minimal, which is great for a school on a tight budget. I just wanted to say thank you for offering such a educational, user friendly, and economically sound program for our school.*

**Paciencia Polk / Imagine Schools Tempe, AZ**

*I have been teaching assemblies and some classroom lessons for 4 years at our school now. The children always say hello to me with a big smile on their faces where ever we meet. They are happy to see me because they LOVE our art program.*

*One spring, we had a special literacy and art evening at our school. The children displayed books they had written and illustrated during the year, and we had them select their favorite Meet the Masters art project from the 5 artists we had studied so far. We matted, labeled and hung over 900 pieces of artwork all over the walls of the gym. The effect was astounding and very emotional. The children were so proud of their work*

**Lisa Fowler  
MTM Committee Chair / Willow Springs Elementary  
Draper, UT**

*My 10-year-old daughter surprised me when she recognized a Picasso. "This was his blue period", she said. "How did you know that". I asked. Her reply was "I learned about Picasso at Meet The Masters". I'm thrilled our school supports this program!*

**Janet W.  
Parent, Mission Viejo, CA**





# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

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

April 18, 2013

Sent via e-mail [carrie@meetthemasters.com](mailto:carrie@meetthemasters.com)

Meet the Masters, Inc.  
15 Calle Mercedita  
San Clemente, CA 92673  
Attention: Bonnie Steele

**Subject: Extension of Contract No. ICA 1213042**

Dear Ms. Steele,

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

  
Donna Antifae  
Buyer/Planner, Purchasing

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

**EXTENSION OF AGREEMENT NO. 1 ICA 1213042**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**MEET THE MASTERS, INCORPORATED**

Independent Contractor Agreement ICA 1213042 called for an original contract period of July 1, 2012 through June 30, 2013. The agreement with Meet the Masters, Incorporated shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$75,000.

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

**Capistrano Unified School District**

**Meet the Masters, Incorporated**

By: Terry Fluent  
Signature

By: Bonnie Steele  
Signature

Terry Fluent

Bonnie Steele  
Print Name

Director, Purchasing

Pres  
Title

Date: 7/1/13

Date: 6-6-13

# 2013-2014 Price Sheet

## Meet the Masters, Inc.

### Pricing for CUSD

Base Price based on number of artist units per year:

Ranging from \$1200 - \$400 (7 units – 1 unit)

Pricing History: There has not been an increase in this base price for 10 years.

Includes: Cost of Doing Business

Insurance, Rent, Taxes, Training, Utilities

Per Classroom Teaching Rate: \$31 per class/assembly

Pricing History: Has increased less than 3% in last 6 years.

Art Supplies: Prices have fluctuated up and down depending on pricing from vendors.

Pricing History: This year prices decreased on many supplies by buying directly from Asia in large quantities and eliminating middle-man costs.

(Purchasing art supplies from MTM is not mandatory. Schools have the option of buying their own supplies)

Management Services-Helping schools implement program and assisting as needed throughout year.

\$25. Per Artist Unit-Unlimited Assistance

Pricing History: Unchanged for 5 Years

As these figures indicate, MTM has been very aware of the budget shortfalls of schools in CUSD, and has made a proven and ongoing effort to keep quality art education affordable with minimal or no cost increases.

**EXTENSION NO. 2 OF AGREEMENT ICA 1213042**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**MEET THE MASTERS, INCORPORATED**

Independent Contractor Agreement ICA 1213042 called for an original contract period of July 1, 2012, through June 30, 2013. The agreement with Meet the Masters, Incorporated shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$75,000.

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

**Capistrano Unified School District**

**Meet the Masters, Incorporated**

By: *Terry Fluent*  
Signature

By: *Bonnie Steele*  
Signature

Terry Fluent

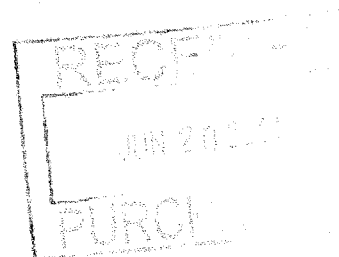
Bonnie Steele  
Print Name

Director, Purchasing

Pres.  
Title

Date: 7/8/14

Date: 6-14-14



# 2014-2015 Price Sheet Meet the Masters, Inc.

## Pricing for CUSD

Base Price based on number of artist units per year:

Ranging from \$1300 - \$500 (7 units – 1 unit)

Pricing History: First price increase in 10 years.

Includes: Cost of Doing Business

Insurance, Rent, Taxes, Training, Utilities

Per Classroom Teaching Rate: \$31 per class/assembly

Pricing History: Has increased less than 3% in last 6 years.

Art Supplies: Prices have fluctuated up and down depending on pricing from vendors.

Pricing History: This year prices decreased on 30% of supplies

(Purchasing art supplies from MTM is not mandatory. Schools have the option of buying their own supplies)

Management Services-Helping schools implement program and assisting as needed throughout year.

\$25. Per Artist Unit-Unlimited Assistance

Pricing History: Unchanged for 5 Years

As these figures indicate, MTM has been very aware of the budget shortfalls of schools in CUSD, and has made a proven and ongoing effort to keep quality art education affordable with minimal or no cost increases.

**EXTENSION NO. 2 TO PROFESSIONAL SERVICE AGREEMENT  
CONTRACT NO. PSA 1314132**

**WITH**

**THE PARENT INSTITUTE FOR QUALITY EDUCATION**

Professional Service Agreement PSA 1314132 with Capistrano Unified School District and The Parent Institute for Quality Education called for an original contract period of December 12, 2013, through December 11, 2014.

The contract with Capistrano Unified School District and The Parent Institute for Quality Education 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 \$75,000.

Except as set forth in this Extension Agreement, and Board approved on December 11, 2013, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**The Parent Institute for Quality  
Education**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

EXHIBIT A

**Fee Schedule**

The Parent Institute for Quality Education  
Albert Rodriguez, Executive Director  
2670 N. Main St., Suite 370  
Santa Ana, CA 92705  
Tel.(714)540-9920  
Fax.(714)540-9926  
Email. [arodriguez@piqe.org](mailto:arodriguez@piqe.org)

**Description of Services**

PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

**Rate of Pay and Expenses**

Compensation: \$ 120 per parent graduate (those parents who attended four or more classes during the nine-week course) or a flat fee of \$ 5,000.00 should there be less than 45 parent graduates in a Spanish class, and a flat fee of \$ 1,800.00 for any additional class in another language should there be less than 15 parent graduates

Parent Institute Representative:



Albert Rodriguez, Executive Director PIQE

May 14, 2015  
Date



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of December 12, 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").

**THE PARENT INSTITUTE FOR QUALITY EDUCATION**

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 December 12, 2013 through December 11, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

By: Terry Fluent  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 12/12/13

Signature: [Signature]  
Name: Alfonso Rodriguez  
Title: Executive Director  
Address: 2670 N Minst, Suite 370  
Santa Ana, CA 92705  
Email Address: arodriguez@pige.org  
FEIN/SSN: 33-0259359



**Fee Schedule**

The Parent Institute for Quality Education  
Albert Rodriguez, Executive Director  
2670 N. Main St., Suite 370  
Santa Ana, CA 92705  
Tel.(714)540-9920  
Fax.(714)540-9926  
Email. [arodriguez@piqe.org](mailto:arodriguez@piqe.org)

**Description of Services**

PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.

**Rate of Pay and Expenses**

Compensation: \$ 120 per parent graduate (those parents who attended four or more classes during the nine-week course) or a flat fee of \$ 5,000.00 should there be less than 45 parent graduates in a Spanish class, and a flat fee of \$ 1,800.00 for any additional class in another language should there be less than 15 parent graduates

Parent Institute Representative:

  
\_\_\_\_\_  
Albert Rodriguez, Executive Director PIQE

October 14, 2013  
Date

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
PSA 1314132**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**THE PARENT INSTITUTE FOR QUALITY EDUCATION**

Professional Services Agreement No. PSA 1314132 called for an original contract period of December 12, 2013, through December 11, 2014.

The agreement with The Parent Institute for Quality Education 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 \$50,000.

Except as set forth in this Extension Agreement, and Board approved on December 11, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**The Parent Institute for Quality  
Education**

By: *Terry Fluent*

Signature

By: *Albert Rodriguez*

Signature

Terry Fluent

Albert Rodriguez

Print Name

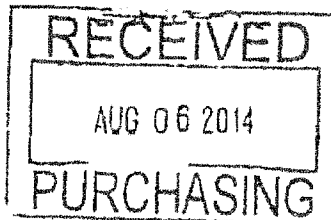
Director, Purchasing

Executive Director

Title

Date: 8/11/14

Date: 7-21-2014



**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT  
ICA 1314132**

**WITH**

**THE PARENT INSTITUTE FOR QUALITY EDUCATION**


Independent Contractor Agreement No. ICA 1314132 with Capistrano Unified School District and The parent Institute for Quality Education called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1314132 shall be amended to \$55,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on December 11, 2013, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**The Parent Institute for Quality  
Education**

By:   
Signature

By:   
Signature

Terry Fluent

Alber + Rodriguez  
Print Name

Director, Purchasing

Executive Director  
Title

Date: 12/16/14

Date: 12/11/14

**EXTENSION NO. 2 TO PROFESSIONAL SERVICE AGREEMENT  
CONTRACT NO. PSA 1314156**

**WITH**

**BETH ANN MOORE**

Professional Service Agreement PSA 1314156 with Capistrano Unified School District and Beth Ann Moore called for an original contract period of January 21, 2014 through January 20, 2015.

The contract with Capistrano Unified School District and Beth Ann Moore 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 \$10,000.

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.

**Capistrano Unified School District**

**Beth Ann Moore**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

**Exhibit A**

**FEE SCHEDULE**

Beth Moore  
23802 Bluehill Bay  
Dana Point, CA 90629-4402  
(714)745-0281  
Bethm7774@gmail.com (New)

Cmor2020@aol.com

Visual assessments \$80.00 per hour.

By: \_\_\_\_\_ 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").

#### BETH ANN MOORE

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 \$10,000.00 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 21, 2014 through January 20, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluert  
Name: Terry Fluert  
Title: Director, Purchasing  
Board Approval Date: 2/12/14

CONSULTANT

Signature: Beth Ann Moore  
Name: Beth Ann Moore  
Title: Teacher of the Visually Imp  
Address: 23802 Blue Hill Bay  
Dana Point, CA 92629  
Email Address: bethm7774@gmail.com  
FEIN/SSN 315-54-2976

**EXHIBIT A**  
**FEE SCHEDULE**

**BETH ANN MOORE**  
23802 Bluehill Bay  
Dana Point, CA 92629  
(949) 487-3987 Home  
(714) 745-0281 Cell

bethm7774@gmail.com

Visually Impaired Consulting and Assessments \$80.00 per hour.

Signature Beth Ann Moore Date 1-21-14

Typed or Printed Name Beth Ann Moore

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
PSA 1314156**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**BETH ANN MOORE**

Professional Services Agreement No. PSA 1314156 called for an original contract period of January 21, 2014 through January 20, 2015.

The agreement with Beth Ann Moore, 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 \$10,000.

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**

**Beth Ann Moore**

By: *Terry Fluent*  
Signature

By: *Beth Ann Moore*  
Signature

Terry Fluent

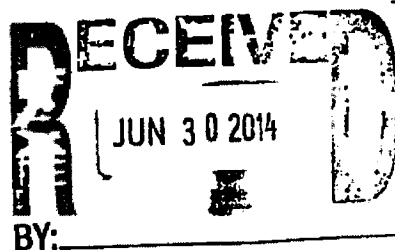
Beth Ann Moore  
Print Name

Director, Purchasing

Teacher of the Vis. Imp.  
Title

Date: 7/17/14

Date: 6-26-14





**Exhibit A**

**FEE SCHEDULE**

Beth Moore  
23802 Bluehill Bay  
Dana Point, CA 90629-4402  
(714)745-0281  
Bethm7774@gmail.com (New)

Gmor2020@aol.com

Visual assessments \$80.00 per hour.

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

**EXTENSION NO. 2 TO PROFESSIONAL SERVICE AGREEMENT  
CONTRACT NO. PSA 1314159**

**WITH**

**AUGMENTATIVE COMMUNICATION THERAPIES**

Professional Service Agreement PSA 1314159 with Capistrano Unified School District and Augmentative Communication Therapies called for an original contract period of February 3, 2014, through June 30, 2014.

The contract with Capistrano Unified School District and Augmentative Communication Therapies 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 \$2,500.

Except as set forth in this Extension Agreement, and Board approved on February 26, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Augmentative Communication Therapies**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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, **Augmentative Communication Therapies**, 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 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.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Assistive Technology/ Augmentative	Certified Assistive Technology Specialist	500-1,060

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Date

**Received by:**

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

EXHIBIT A



*Cynthia Cottier, M.A., M.Ed., C.C.C.*

*Executive Director*

*Augmentative Communication Specialist*

*License # SP 4349*

---

**Fees for Services\* (fees for service – no insurance accepted):**

- 1 hour assessment plus formal written report \$ 950.00
- 1 hour at IEP (per hour of attendance) \$ 155.00
- 1 hour consultation session \$ 155.00
- 1 hour individual therapy session (services provided in office/no on-site school services provided) \$ 155.00
- 1 hour system development, programming and system construction \$ 155.00
- 1 hour individual staff training session (without *PowerPoint* presentation) \$ 155.00
- 1 hour staff training session (with *PowerPoint* presentation) \$ 350.00
- 2 hours staff in-service and training (without *PowerPoint* presentation) \$ 350.00
- 2 hours staff in-service and training (with *PowerPoint* presentation) \$ 900.00
- 3-4 hour workshop (with *PowerPoint* presentation and handouts) \$ 1600.00
- full day seminar (with *PowerPoint* presentation and handouts) \$ 3000.00
- travel expense (per hour of driving outside of 30 mile radius from Pasadena) \$ 155.00

\*Nonpublic Agent Certification approved through 12/31/15

960 E. Green Street, Suite 203 • Pasadena, California 91106  
Phone / Fax (626) 351-5402 • [cacottier@dslextreme.com](mailto:cacottier@dslextreme.com)



### PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of February 27, 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").

#### AUGMENTATIVE COMMUNICATION THERAPIES

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 \$2,500.00 annually in aggregate under this Agreement. This amount may increased by mutual agreement of both parties by written agreement

Term of Agreement. The term of this base Agreement is for one year commencing February 3, 2014 through June 30, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT  
By: Terry Fluent  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 2/26/14

CONSULTANT  
Signature: Cynthia Cottier  
Name: Cynthia Cottier  
Title: SLP / AAC Spec / Exec Dir  
Address: ACT  
960 E. Green St #203 Pasadena 91107  
Email Address: ccottier@ccottier.com  
FEIN/SSN: 571-84-6176

Professional Services Agreement 1314159  
Capistrano Unified School District

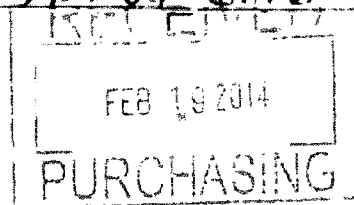
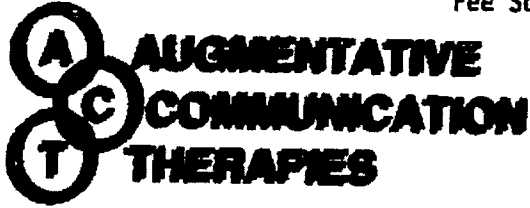


Exhibit A

Fee Schedule



*Cynthia Cottler, M.A., M.Ed., C.C.C., SLP #4349*  
*Executive Director*  
*Augmentative Communication Specialist*  
*License # SP 4349*

**Fees for Services\* (fees for service – no insurance accepted):**

- 1 hour assessment plus formal written report \$ 950 00
- 1 hour consultation session \$ 155 00
- 1 hour individual therapy session (services provided in office or school) \$ 155 00
- 1 hour system development and system construction \$ 155 00
- 1 hour individual staff training session \$ 600 00
- 2 hours staff inservice and training \$ 900 00
- 3-4 hour workshop \$ 1600 00
- full day seminar \$ 3000 00
- travel expense for locations outside 30 mile radius (per hour of driving) \$ 155 00

\*Nonpublic Agent Certification approved through 12/31/14

960 E. Green Street, Suite 203 • Pasadena, California 91106  
 Phone / Fax (626) 351-5402 • [ccottler@delestreme.com](mailto:ccottler@delestreme.com)

By: *Cynthia Cottler* Date: 2/9/14

**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: *L. A. Sattui* Date: *2/9/14*

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
PSA 1314159**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**AUGMENTATIVE COMMUNICATION THERAPIES**

Professional Services Agreement No. PSA 1314159 called for an original contract period of February 3, 2014, through June 30, 2014.

The agreement with Augmentative Communication Therapies, shall be extended 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 \$3,000.

Except as set forth in this Extension Agreement, and Board approved on February 26, 2014, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Augmentative Communication Therapies**

By: *Terry Fluent*  
Signature

By: *Cindy Cottier*  
Signature

Terry Fluent

Cindy Cottier  
Print Name

Director, Purchasing

SLP/AAC-AT Spec/Exec Dir  
Title

Date: 7/20/14

Date: 6/25/14

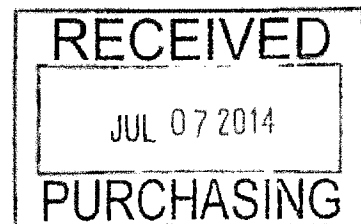
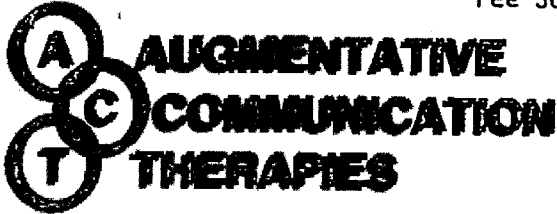




Exhibit A

Fee Schedule



*Cynthia Cottler, M.A., M.Ed., C.C.C., SLP #4349*  
*Executive Director*  
*Augmentative Communication Specialist*  
*License # SP 4349*

**Fees for Services\* (fees for service – no insurance accepted):**

- 1 hour assessment plus formal written report \$ 950.00
- 1 hour consultation session \$ 155.00
- 1 hour individual therapy session (services provided in office or school) \$ 155.00
- 1 hour system development and system construction \$ 155.00
- 1 hour individual staff training session \$ 600.00
- 2 hours staff inservice and training \$ 900.00
- 3-4 hour workshop \$ 1600.00
- full day seminar \$ 3000.00
- travel expense for locations outside 30 mile radius (per hour of driving) \$ 155.00

960 E. Green Street, Suite 203 · Pasadena, California 91106  
Phone / Fax (626) 351-5402 · cacottler@dslxtreme.com

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

**EXTENSION NO. 2 TO INDEPENDNET CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1314179**

**WITH**

**THE GREAT AMERICAN LUNCH BOX**

Independent Contractor Agreement ICA 1314179 with Capistrano Unified School District and The Great American Lunch Box called for an original contract period of February 1, 2014, through June 30, 2014.

The contract with Capistrano Unified School District and The Great American Lunch Box 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 \$8,000.

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**

**The Great American Lunch Box**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

EXHIBIT A

**CHILD AND ADULT CARE FOOD PROGRAM  
INSTRUCTIONS FOR USE  
STANDARD FOOD SERVICE VENDING AGREEMENT (DELIVERY)**

The attached sample is a *Standard Agreement To Furnish Food Service* in the Child and Adult Care Food Program (CACFP); it can be used when an agency (or center) contracts with a food service vendor for meals that will be claimed for reimbursement under the CACFP. This agreement can be used when you contract with a school or other authorized public entity for the purchase of meals. If you contract with a commercial vendor or non-public agency, this agreement may be used **only** if the annual aggregate value of your food service contract is less than the limits specified below. If the annual aggregate value of the food service contract is over the limits identified below, formal contracting procedures, as outlined in Title 7 Code of Federal Regulations, Part 226.22, **are required**.

**Public and Private Agencies:** For purchases of meals, food, supplies, equipment, and other goods and services with an aggregate cost over \$100,000 in a fiscal year, you must follow formal bid procedures. Small purchase procedures are allowed only if the aggregate cost is less than \$100,000.

The agreement must be signed by both the agency and the vendor. This agreement contains the requirements outlined in the Code of Federal Regulations. **No deletions of clauses or items will be allowed without the approval of the Nutrition Services Division.** The *Schedule B -- Meal Pattern for Older Children* is a required part of the agreement. Additional clauses may be added to bring the agreement into conformance with applicable State or local laws governing your agency. And, if approved by the Nutrition Services Division, additional clauses may be added by either the agency or the vendor.

If you are a public agency, you can use your customary form of contract **if that form incorporates all of the provisions set forth in Sec. 226.6(i) of the Code of Federal Regulations.** A request to use your customary form must be submitted in writing to the Nutrition Services Division prior to the execution of the contract.

An agreement is valid for one year only. A new agreement must be executed annually. Submit a photocopy of each annual agreement to the CACFP for review **prior** to beginning program operations covered under the agreement. Copies of the completed agreement and all amendments must be retained by both the agency and the vendor. If only one original agreement is signed, we recommend that you retain it in your files.

If you have any questions regarding the use of this agreement or need clarification of the regulatory requirements for contracting, please call the Nutrition Services Division at (916) 445-0850 or toll free at (800) 952-5609.

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VENDOR #:
AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

THIS ENTERED INTO ON THIS FIRST DAY OF May 18, 2015 BY  
MONTH YEAR  
AND BETWEEN J SERRA HIGH SCHOOL-CAL SAFE INFANT/TODDLER PROGRAM, HEREINAFTER REFERRED TO AS THE  
NAME OF AGENCY  
AGENCY, AND THE GREAT AMERICAN LUNCH BOX HEREINAFTER REFERRED TO AS THE  
NAME OF FOOD SERVICE MANAGEMENT COMPANY  
VENDOR.

**WHEREAS**, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) FOR ENROLLED PARTICIPATING ADULTS; AND

**WHEREAS**, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

**WHEREAS**, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS.

**THEREFORE**, BOTH PARTIES HERETO AGREE AS FOLLOWS:

**THE VENDOR AGREES TO:**

1. PREPARE THE MEALS (INCLUSIVE/EXCLUSIVE) OF MILK FOR J SERRA CAL SAFE INFANT/TODDLER PROGRAM  
NAME OF SITE  
DELIVERY TO THE AGENCY AT 31422 CAMINO CAPISTRANO BY TBD  
ADDRESS OF SITE TIME  
EACH DAY, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND  
\* WEEKDAY OR AS APPROPRIATE  
AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	<u>\$ 1.60</u>	EACH	LUNCH	<u>\$ 2.83</u>	EACH
SUPPLEMENT/SNACK	<u>N/A</u>	EACH	SUPPER	<u>N/A</u>	EACH

2. ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

\* Negotiable time frame but should be no longer than 24 hours.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

VENDOR #:

AGREEMENT #:

3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST \* 10 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.
4. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE CHILD AND ADULT CARE FOOD PROGRAM'S SCHEDULE B--MEAL PATTERN FOR OLDER CHILDREN (ATTACHED) WHICH IS EXCERPTED FROM THE TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226.20.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND, (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE USDA FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.
8. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN \* 24 HOURS OF THE SCHEDULED DELIVERY TIME.
9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE \* 10TH DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN 1 HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED, OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT.
10. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT CACFP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE CERTIFIED PUBLIC ACCOUNTANT HIRED BY THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA STATE DEPARTMENT OF EDUCATION, THE U. S. DEPARTMENT OF AGRICULTURE, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

\* Negotiable time frame but should be no longer than 24 hours.

VENDOR #:
AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

---

**THE VENDOR CERTIFIES:**

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SUBPART F, FOR GRANTEEES, AS DEFINED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

**THE AGENCY AGREES TO:**

3:00 PM FRIDAY

1. REQUEST BY TELEPHONE NO LATER THAN \_\_\_\_\_ AN ACCURATE NUMBER OF  
TIME OF DAY AND DAY OF WEEK  
MEALS TO BE DELIVERED TO THE AGENCY ON EACH FORTHCOMING WEEK. NOTIFY THE  
WEEKDAY OR AS APPROPRIATE

VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN \* 24 HOURS OF THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY OF THE AGENCY.

2. ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE CACFP, AND IN HEALTH AND SANITATION PRACTICES.
3. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN 12:30PM FOLLOWING DAY.  
TIME EACH DAY
4. NOTIFY THE VENDOR WITHIN 2 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
5. PROVIDE THE VENDOR WITH A COPY OF TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226; THE CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE B--MEAL PATTERN FOR OLDER CHILDREN; AND THE USDA FOOD BUYING GUIDE (AS APPLICABLE); AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE CACFP. THE AGENCY WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE CACFP.

\* Negotiable time frame but should be no longer than 24 hours.

VENDOR #:	
AGREEMENT #:	

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

6. PAY THE VENDOR BY THE 25TH DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE

**TERMS OF THE AGREEMENT:**

JULY 01, 2015

THIS AGREEMENT WILL TAKE EFFECT COMMENCING \_\_\_\_\_ AND SHALL BE FOR A PERIOD  
DATE

OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO TO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

**SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:**

PER TITLE 7, CODE OF FEDERAL REGULATIONS, PART 226.20 (O), AGENCIES WHICH VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE SCHOOL'S MEAL PATTERN. ENTER THE SCHOOL MEAL INITIATIVE (SMI) PLANNING OPTION(S) YOU WILL USE AND SUBMIT A MENU TO THE AGENCY FOR NSD'S APPROVAL IF YOU WILL NOT USE THE STANDARD CACFP MEAL PATTERN:

If the Agency agrees to the menu planning option, the school will train the Agency by: \_\_\_\_\_

**AGENCY:**

Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):  
Yes  No

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE	AGENCY OFFICIAL SIGNATURE
VENDOR OFFICIAL NAME (PLEASE TYPE)	AGENCY OFFICIAL NAME (PLEASE TYPE)
BRYAN BERMAN	
TITLE	TITLE
President	
TELEPHONE NUMBER	TELEPHONE NUMBER
949-548-7427	949-234-5346
DATE	DATE
MAY 18, 2015	MAY 18, 2015



**CHILD AND ADULT CARE FOOD PROGRAM  
MEAL PATTERN FOR OLDER CHILDREN**

NSD 2050B (REV. 07/03)

VENDOR #:
AGREEMENT #:

BREAKFAST	AGES ONE THROUGH THREE YEARS	AGES THREE THROUGH SIX YEARS	AGES SIX THROUGH TWELVE YEARS
MILK, FLUID	½ CUP	¾ CUP	1 CUP
VEGETABLE, FRUIT OR FULL-STRENGTH (100%) JUICE	¼ CUP	½ CUP	½ CUP
GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP OR ⅓ OZ. ¼ CUP	½ SLICE ½ SERVING ⅓ CUP OR ½ OZ. ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ. ½ CUP
<b>LUNCH OR SUPPER</b>			
MILK, FLUID	½ CUP	¾ CUP	1 CUP
VEGETABLE AND/OR FRUIT (TWO OR MORE KINDS)	¼ CUP TOTAL	½ CUP TOTAL	¾ CUP TOTAL
GRAINS/BREAD (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC., OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR COOKED DRIED BEANS OR DRIED PEAS * OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS** OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	1 OZ. 1 OZ. ¼ CUP OR 2 OZ. 1 EGG ¼ CUP 2 TBSP  ½ OZ.** ½ CUP	1-½ OZ. 1-½ OZ. ¾ CUP OR 3 OZ. 1 EGG ¾ CUP 3 TBSP  ¾ OZ.** ¾ CUP	2 OZ. 2 OZ. ½ CUP OR 4 OZ. 1 EGG ½ CUP 4 TBSP  1 OZ.** 1 CUP
<b>AM OR PM SUPPLEMENT (SELECT TWO OF THESE FOUR COMPONENTS)***</b>			
MILK, FLUID	½ CUP	½ CUP	1 CUP
VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE	½ CUP	½ CUP	¾ CUP
GRAINS OR BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS.	½ SLICE ½ SERVING ¼ CUP OR ⅓ OZ. ¼ CUP	½ SLICE ½ SERVING ⅓ CUP OR ½ OZ. ¼ CUP	1 SLICE 1 SERVING ¾ CUP OR 1 OZ. ½ CUP
MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED**** OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES.	½ OZ. ½ OZ. ½ CUP OR 1 OZ. ½ EGG ¼ CUP ½ CUP 1 TBSP  ½ OZ.	½ OZ. ½ OZ. ½ CUP OR 1 OZ. ½ EGG ¼ CUP ½ CUP 1 TBSP  ½ OZ.	1 OZ. 1 OZ. ¼ CUP OR 2 OZ. 1 EGG ½ CUP ¼ CUP 2 TBSP  1 OZ.
<b>CERTIFICATION</b>			
<i>I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal pattern for older children as prescribed by Title 7 Code of Federal Regulations, Part 226.20 and as outlined in Schedule B, NSD 2050B.</i>			
SIGNATURE OF AUTHORIZED REPRESENTATIVE		TITLE	DATE
AGENCY NAME			
AGENCY ADDRESS			

**SCHEDULE B**

**CHILD AND ADULT CARE FOOD PROGRAM  
MEAL PATTERN FOR OLDER CHILDREN**

**NSD 2050B (REV. 07/03)**

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- \* DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT; BUT **CANNOT** BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL.
  
- \*\* NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ. OF NUTS OR SEEDS IS EQUAL TO 1 OZ. OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SAME MEAL.
  
- \*\*\* JUICE **CANNOT** BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT.
  
- \*\*\*\* IF YOGURT IS USED AS THE MEAT COMPONENT IN SUPPLEMENTS, MILK **CANNOT** BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT. COMMERCIALY ADDED FRUIT OR NUTS IN FLAVORED YOGURT **CANNOT** BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SUPPLEMENTS.



### INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of April 24, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

#### THE GREAT AMERICAN LUNCH BOX

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$ 4,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing February 1, 2014, through June 30, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluett  
Name: Terry Fluett  
Title: Director, Purchasing  
Board Approval Date: 4/23/14

Signature: [Signature]  
Name: Byron Berman  
Title: President  
Address: 2620 Newport Blvd  
Costa Mesa, CA 92627  
Email Address: B.Berman@ca21.com  
FEIN/SSN: 33-0352705

RECEIVED  
APR 23 2014  
PURCHASING

INDEPENDENT CONTRACTOR

EXHIBIT A

VENDOR #:
AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

THIS ENTERED INTO ON THIS FIRST DAY OF NOVEMBER 22, 2013 BY  
MONTH YEAR

AND BETWEEN J SERRA HIGH SCHOOL-CAL SAFE INFANT/TODDLER PROGRAM, HEREINAFTER REFERRED TO AS THE  
NAME OF AGENCY

AGENCY, AND THE GREAT AMERICAN LUNCH BOX, HEREINAFTER REFERRED TO AS THE  
NAME OF FOOD SERVICE MANAGEMENT COMPANY  
 VENDOR.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) FOR ENROLLED PARTICIPATING ADULTS; AND

WHEREAS, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

WHEREAS, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS.

THEREFORE, BOTH PARTIES HERETO AGREE AS FOLLOWS:

**THE VENDOR AGREES TO:**

PREPARE THE MEALS (INCLUSIVE/EXCLUSIVE) OF MILK FOR J SERRA CAL SAFE INFANT/TODDLER PROGRAM  
NAME OF SITE

DELIVERY TO THE AGENCY AT 31422 CAMINO CAPISTRANO BY TBD  
ADDRESS OF SITE TIME

EACH DAY \* WEEKDAY OR AS APPROPRIATE, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND  
 AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	<u>\$ 1.55</u>	EACH	LUNCH	<u>\$ 2.75</u>	EACH
SUPPLEMENT/SNACK	<u>N/A</u>	EACH	SUPPER	<u>N/A</u>	EACH

ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

Negotiable time frame but should be no longer than 24 hours

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

VENDOR #:  
AGREEMENT #:

- i. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST \* 10 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.
- .. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE CHILD AND ADULT CARE FOOD PROGRAM'S SCHEDULE B--MEAL PATTERN FOR OLDER CHILDREN (ATTACHED) WHICH IS EXCEPTED FROM THE TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226.20.
- i. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
- i. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND, (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE USDA FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
- .. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.
- i. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN \* 24 HOURS OF THE SCHEDULED DELIVERY TIME.
- i. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE \* 10TH DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN 1 HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED, OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT.
0. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE MET AT ALL TIMES.
1. OPERATE IN ACCORDANCE WITH CURRENT CACFP REGULATIONS.
2. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE CERTIFIED PUBLIC ACCOUNTANT HIRED BY THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA STATE DEPARTMENT OF EDUCATION, THE U. S. DEPARTMENT OF AGRICULTURE, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
3. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

Negotiable time frame but should be no longer than 24 hours.

VENDOR #:
AGREEMENT #:

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

**THE VENDOR CERTIFIES:**

- NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

- AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

**THE AGENCY AGREES TO:**

- REQUEST BY TELEPHONE NO LATER THAN 3:00 PM FRIDAY AN ACCURATE NUMBER OF \_\_\_\_\_ MEALS TO BE DELIVERED TO THE AGENCY ON EACH \_\_\_\_\_ FORTHCOMING WEEK. NOTIFY THE VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN \* 24 HOURS OF THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY OF THE AGENCY.  
TIME OF DAY AND DAY OF WEEK  
WEEKDAY OR AS APPROPRIATE
- ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE CACFP, AND IN HEALTH AND SANITATION PRACTICES.
- PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN 12:30PM FOLLOWING DAY.  
TIME EACH DAY
- NOTIFY THE VENDOR WITHIN 2 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
- PROVIDE THE VENDOR WITH A COPY OF TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226; THE CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE B—MEAL PATTERN FOR OLDER CHILDREN; AND THE USDA FOOD BUYING GUIDE (AS APPLICABLE); AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE CACFP. THE AGENCY WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE CACFP.

Negotiable time frame but should be no longer than 24 hours

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY  
AND A FOOD SERVICE VENDOR**

VENDOR #:
AGREEMENT #:

PAY THE VENDOR BY THE 25TH DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE

**TERMS OF THE AGREEMENT:**

JANUARY 06, 2014

THIS AGREEMENT WILL TAKE EFFECT COMMENCING \_\_\_\_\_ DATE \_\_\_\_\_ AND SHALL BE FOR A PERIOD

OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO TO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

**SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:**



PER TITLE 7, CODE OF FEDERAL REGULATIONS, PART 226.20 (O), AGENCIES WHICH VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE SCHOOL'S MEAL PATTERN. ENTER THE SCHOOL MEAL INITIATIVE (SMI) PLANNING OPTION(S) YOU WILL USE AND SUBMIT A MENU TO THE AGENCY FOR NSD'S APPROVAL IF YOU WILL NOT USE THE STANDARD CACFP MEAL PATTERN:

\_\_\_\_\_ the Agency agrees to the menu planning option, the school will train the Agency by: \_\_\_\_\_

**AGENCY:**

Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):  
Yes  No

WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE 	AGENCY OFFICIAL SIGNATURE 
VENDOR OFFICIAL NAME (PLEASE TYPE) IYAN BERMAN	AGENCY OFFICIAL NAME (PLEASE TYPE) DEBRA R. KEELER
TITLE PRESIDENT	TITLE DIRECTOR
TELEPHONE NUMBER 9-548-7427	TELEPHONE NUMBER 949-234-5346
DATE NOVEMBER 22, 2013	DATE NOVEMBER 22, 2013

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
PSA 1314179**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**THE GREAT AMERICAN LUNCH BOX**

Professional Services Agreement No. PSA 1314179 called for an original contract period of February 1, 2014, through June 30, 2014.

The agreement with The Great American Lunch Box shall be extended 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 \$8,000.


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**

**The Great American Lunch Box**

By:   
Signature

By:   
Signature

Terry Fluent

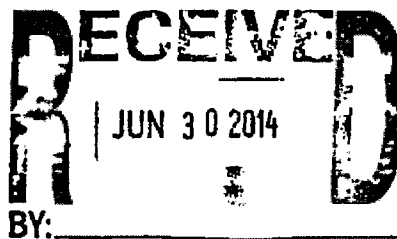
Bryan Berman  
Print Name

Director, Purchasing

President  
Title

Date: 7/17/14

Date: 6/27/14







**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1415045**

**WITH**

**SIMONSON PHOTOGRAPHY**

The Independent Contractor Agreement ICA 1415045 with Capistrano Unified School District and Simonson Photography called for an original contract period of July 1, 2014, through June 30, 2015.

The contract with Capistrano Unified School District and Simonson Photography 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.

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**

**SIMONSON PHOTOGRAPHY**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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



*Choose one of our popular Senior Sessions below:*

## Traditional

\*\$25.00 + tax = \$27.00

This session is for those who like to keep it simple. This session will be photographed with the traditional yearbook background with one outfit. You will have approximately 10-12 images to choose from.

## EXHIBIT A Contemporary

\*\$55.00 + tax = \$59.40  
prepaid

Includes yearbook background and up to two additional studio backgrounds with one clothing change. You will have 25-30 images to choose from and will include a variety of head & shoulders and full length. Bring your props and hobbies.

If you have a preassigned appointment, you will need call to reschedule for this session.

## Location

**Beach, Park or Train Station**

\*\$100 + tax = \$108.00 prepaid

Includes yearbook session at the studio and your choice of a beach session at Aliso Creek Beach, a park setting or San Juan Train station. You may have up to two changes of clothing. We encourage you to bring siblings, (pets are not allowed on the beach). You will have approximately 75 images to choose from.

Beach sessions are taken 1-2 hours before sunset.

\* This fee covers the cost of the photographer's time and materials and does not apply to your order.

For Contemporary, and location sessions, a cancellation fee of 50% will be charged for no-shows and appointments cancelled within 48 hours of your appointment.

*Simonsen*  
photography

# SCHOOL PORTRAITS LAST FOREVER



9th, 10th and 11th grades only!

Seniors will receive a scheduled appointment time to be photographed at Simonson Photography.

Packages		
<b>A</b>	3 - 8 x 10's 4 - 5 x 7's 4 - 3 x 5's 8- wallets Digital file (emailed)	<b>\$75.00</b>
<b>B</b>	2 - 8 x 10's 2 - 5 x 7's 4 - 3 x 5's 8 - wallets Digital file (emailed)	<b>\$54.00</b>
<b>C</b>	1 - 8 x 10 2 - 5 x 7's 4 - 3 x 5's 8 - wallets	<b>\$44.00</b>
<b>D</b>	2 - 5 x 7's 4 - 3 x 5's 8 - wallets	<b>\$34.00</b>
<b>E</b>	2 - 5 x 7's 4 - 3 x 5's	<b>\$24.00</b>

Yearbook and I.D. card photographs will be taken on registration days.

It is important that all students be photographed at this time.

Packages will be delivered on campus.

Prices are only effective on the photography dates through 2015

**ADD-ONS:** can ONLY be ordered with a photo package

1 - 8 x 10	\$10.00
2 - 5 x 7's	\$10.00
4 - 3 x 5's	\$10.00
8 Wallets	\$10.00
Digital file	\$25.00
Retouching	\$15.00
(removal of facial blemishes only)	

30001 Crown Valley Pkwy., Laguna Niguel, CA 92677

(949) 495-2735

REMOVE AND RETURN WITH PAYMENT AT THE TIME OF PHOTOGRAPHY

**INSTRUCTIONS**

1. Indicate your selection by circling package desired.
2. Complete all information as required. Please print legibly.
3. Bring PAYMENT IN FULL (cash or check payable to Simonson Photography).
4. Payment must be made at time of photography.

**PACKAGE SELECTION (Please circle)**

A.	B.	C.	D.	E.	Digital file	
\$75.00	\$54.00	\$44.00	\$34.00	\$24.00	\$25.00	\$ _____

**ADD-ONS to package:**

Size	Quantity	x	\$10.00	=	\$ _____
Size	Quantity	x	\$10.00	=	\$ _____
Retouching	Yes	No	\$15.00	=	\$ _____
Late Fee	\$5.00 (if not returned by date of photography)			=	\$ _____

AMOUNT ATTACHED Cash \_\_\_\_\_ Check # \_\_\_\_\_



**STUDENT'S NAME**

Last \_\_\_\_\_

First \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Grade \_\_\_\_\_ 279



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").

SIMONSON PHOTOGRAPHY

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, DISTRICT through RFP No. 7-1314, selected Contractor to provide Photography Services for Aliso Niguel High School.

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 RFP. No. 7-1314, Photography Services 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 charge for services rendered as set forth in Attachment "B."

Term of Agreement. The term of this base Agreement is July 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 three (3) 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 RFP No. 7-1314, 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 ] RFP No. 7-1314

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

DISTRICT

CONTRACTOR

By: [Signature]
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 6/25/14

Signature: [Signature]
Name: Eric Simonson
Title: President
Address: 30001 Crown Valley Pkwy, Laguna Niguel, CA 92677
Email Address: EWSimonson@cox.net
FEIN/SSN: 27-0657813

## Exhibit A

# Simonson Photography will be responsible for:

### School pictures during registration

- Setting up photo stations for school photos during registration, and provide the necessary staff to run the photo stations efficiently.
- Provide the literature on undergraduate photography to the school by May 20 or before, in order to be included in the summer registration packets.
- Provide two make up days at the high schools and one for middle schools. The high schools and middle schools will have their first make up day on the second week of school. The high schools second make up day will occur during the third week of school.
- A CD/DVD with all students photographed will be provided to the school. The disc will be compatible with the school's windows XP/Aeries in .jpg format.
- A CD rom with all the students photographed will be provided to the school, compatible with the school's computer system no later than Oct 10. The photos will be associated with the student ID number and name.
- All high school photo packets will be mailed directly to students' home.

### ID pictures

- Have ID cards stations set up at registration.
- Provide ID cards
- Replace color ribbons.
- Supply second ID system to set up with school system.
- ID card design for students, student aides, teachers, staff members, volunteers, walk on coaches and sideline passes.
- ID badges to read "Property of" (name of school)
- and cost to replace card.
- Provide technical support throughout the year.
- Provide clips and lanyards as needed for staff.

### Senior Portraits

- Simonson Photography will photograph all seniors at a reasonable price in our studio locally in Laguna Niguel.
- All arrangements will be made between Simonson Photography and the student.
- Provide yearbook with senior photos date decided by yearbook staff
- We will offer all seniors an upgrade session to offer a change of clothing and background for their personal use. Location sessions also available.
- Offer individual cap and gown and panoramic photo of the senior class on graduation day.
- Provide 4 photographers if desired on graduation day to capture handshakes and possible individual portraits.

### Staff Photographs

- Provide yearbook with a cd of each staff member photographed.
- Provide staff photographs for the wall in front office.
- Provide a CD of each staff member photographed to the District Communications office.
- Provide a DC of each staff member photographed to Technology and Information Services.

### Yearbook and ASB needs

- Loan cameras to the school with zoom lens and flash.
- Photograph assorted sports and special events for the yearbook as needed.
- Provide individual photographs of the ASB members for display

- Photograph the ASB group for holiday cards and provide up to 150 cards.
- Provide for the ASB office an 11 x 14 portrait framed with gold plate.
- Offer team photo packages for athletic teams.
- Publicity materials for special events.

#### Dances

- Simonson Photography will provide a photographer for all the school's major dances. Homecoming, Winter Formal, and Junior/Senior Prom.
- Provide printed bids for all dances, one per couple reasonably priced prepaid photo packages for students attending the dances, if agreed on by activities director.
- We will strive to keep the lines down to no more than one half hour.
- Distribute the photographs no later than three weeks from the date of the dance.
- Provide adequate staff to service students at the dance.

#### Administrative needs

- Provide 1 mug book for each site administrator, sorted by grade, gender, and last name to include all senior photos.
- Provide hall passes for all teachers.
- Provide high school administrative holiday card to staff.
- Provide schools a staff photo and up to 150 copies
- Package pricing sheet.
- Produce "no period" stickers.

#### Sports Photography

- A minimum of two of each type of sporting events will be photographed for yearbook purposes.
- Provide Team photos
- Provide sports photography for yearbook purposes
- Offer team photo packages for athletic teams.

#### Value Added

- Simonson photography will provide mentoring of students on yearbook to teach them how to take better photographs for the yearbook.
- Simonson Photography will provide ID cards for Aids
- Photography as needed of district Employees will be provided.

#### Guarantee

Simonson Photography will offer a 100% money back guarantee or a free retake for any photographs that are taken by our studio.

#### Record Keeping and Recording

- Record keeping is done through quickbooks, with outside booking keeping company.
- Backups are made regularly.

**Value Added:**

List any value added services proposer is willing/able to provide based on the above pricing. Note: Pricing to students is of the utmost importance and will have a weight of up to 40 points out of 100 total possible points. Value Added items will be scored at no more than 5 total points.

1. Provide Mentoring to yearbook Photographers
2. Provide ID cards for Aids
3. Provide Photography for District as needed.
4. offer family portrait fundraiser to help raise funds.
5. See executive Summary for sitting/session fee explanation.
6. \_\_\_\_\_
7. \_\_\_\_\_



# SCHOOL PORTRAITS LAST FOREVER



9th, 10th and 11th grades only!

Seniors will receive a scheduled appointment time to be photographed at Simonson Photography.

Packages		
A.	3 - 8 x 10's 4 - 5 x 7's 4 - 3 x 5's 16 - wallets Digital file (emailed)	<b>\$75.00</b>
B.	2 - 8 x 10's 2 - 5 x 7's 4 - 3 x 5's 16 - wallets Digital file (emailed)	<b>\$54.00</b>
C.	1 - 8 x 10 2 - 5 x 7's 4 - 3 x 5's 8 - wallets	<b>\$44.00</b>
D.	2 - 5 x 7's 4 - 3 x 5's 8 - wallets	<b>\$34.00</b>
E.	2 - 5 x 7's 2 - 3 x 5's	<b>\$24.00</b>

Yearbook and I.D. card photographs will be taken on registration days.

It is important that all students be photographed at this time.

Packages will be delivered on campus.

Prices are only effective on the photography dates through 2013

**ADD-ONS:** can ONLY be ordered with a photo package

1 - 8 x 10	\$10.00
2 - 5 x 7's	\$10.00
4 - 3 x 5's	\$10.00
8 Wallets	\$10.00
Digital file	\$25.00
Retouching	\$15.00

(removal of facial blemishes only)

30001 Crown Valley Pkwy., Laguna Niguel, CA 92677

(949) 495-2735

**INSTRUCTIONS**

1. Indicate your selection by circling package desired.
2. Complete all information as required. Please print legibly.
3. Bring PAYMENT IN FULL (cash or check payable to Simonson Photography).
4. Payment must be made at time of photography.

REMOVE AND RETURN WITH PAYMENT AT THE TIME OF PHOTOGRAPHY

**PACKAGE SELECTION (Please circle)**

A.	B.	C.	D.	E.	Digital file	
\$75.00	\$54.00	\$44.00	\$34.00	\$24.00	\$25.00	\$ _____

**ADD-ONS to package:**

Size	Quantity	x	\$10.00	=	\$ _____
Size	Quantity	x	\$10.00	=	\$ _____
Retouching	Yes	No	\$15.00		\$ _____
Late Fee	\$5.00 (if not returned by date of photography)				\$ _____
AMOUNT ATTACHED	Cash	Check #			\$ _____

**STUDENT'S NAME**

Last \_\_\_\_\_

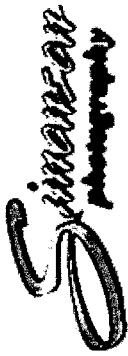
First \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

School \_\_\_\_\_ Grade \_\_\_\_\_





PLEASE REMOVE AND RETURN WITH PAYMENT ON PICTURE DAY

Student's Last Name \_\_\_\_\_

First Name \_\_\_\_\_

Phone # \_\_\_\_\_

Teacher's Name \_\_\_\_\_

Grade \_\_\_\_\_ GWES 2012

Please Check Package Desired

Package A - \$60 \_\_\_\_\_

Package B - \$50 \_\_\_\_\_

Package C - \$40 \_\_\_\_\_

Package D - \$34 \_\_\_\_\_

Package E - \$29 \_\_\_\_\_

Package F - \$23 \_\_\_\_\_

D with image - \$35 \_\_\_\_\_

- 8x10 Add-on \_\_\_\_\_ x \$10 = \_\_\_\_\_

- 5x7's Add-on \_\_\_\_\_ x \$10 = \_\_\_\_\_

4 - 3x5's Add-on \_\_\_\_\_ x \$10 = \_\_\_\_\_

8 - wallets Add-on \_\_\_\_\_ x \$10 = \_\_\_\_\_

CD w/ image Add-on \_\_\_\_\_ x \$25 = \_\_\_\_\_

1 - 8x10 Class Comp \_\_\_\_\_ x \$10 = \_\_\_\_\_

\$5 Late Fee \$ \_\_\_\_\_

(if returned after September 28th)

AMOUNT ENCLOSED \$ \_\_\_\_\_

Please make checks payable to:

Simonson Photography

CHECK # \_\_\_\_\_  CASH



# George White Elementary School

## School Portrait Days are:

Thursday, September 27th - Kindergarten, 1st and 2nd  
Friday, September 28th - Grades 3rd, 4th and 5th

Please complete and return to your teacher by picture day  
\$5.00 late fee if returned after September 28th

### Packages

**A**

Class Composite

2 - 8 x 10's

4 - 5 x 7's

4 - 3 x 5's

8 - wallets

CD with image

**\$60**

**B**

Class Composite

1 - 8 x 10's

2 - 5 x 7's

4 - 3 x 5's

12 - wallets

**\$50**

**C**

Class Composite

4 - 5 x 7's

4 - 3 x 5's

8 - wallets

**\$40**

**D**

Class Composite

2 - 5 x 7's

4 - 3 x 5's

8 - wallets

**\$34**

**E**

Class Composite

1 - 5 x 7

2 - 3 x 5

8 - wallets

**\$29**

**F**

Class Composite

2 - 3 x 5's

4 - wallets

**\$23**

### Add-Ons

Add-ons are **only** available with purchase of a package

1 - 8 x 10 ..... \$10.00

2 - 5 x 7's ..... \$10.00

4 - 3 x 5's ..... \$10.00

8 - wallets ..... \$10.00

CD with image ... \$25.00

(WITH COPYRIGHT RELEASE)

If you have any questions you may contact us at (949) 495-2735

or email at [info@simonsonphotography.com](mailto:info@simonsonphotography.com)

30001 Crown Valley Parkway,

Laguna Niguel, CA 92677

Prices are only effective on the photograph dates for the year 2012

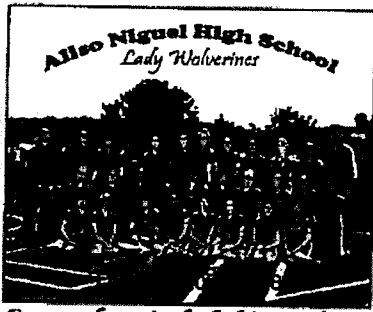
# JSerra Catholic High School

Please complete , include payment and return at time of photography.

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

Phone: \_\_\_\_\_

Email \_\_\_\_\_



Group photo included in packages

1-11x14 Group photo  
 1-8x10 Individual Photo  
 3-5x7 Individual Photo  
 16 Wallets  
 Only \$64.00  
 upgrade to 11 x 14 custom composite  
**\$74.00**



Upgrade to custom 11 x 14 composite

1-8x10 Group  
 1-8x10 Individual  
 2-5x7 individual  
 8-Wallets individual  
**\$44.00**  
 upgrade to 11 x 14 custom composite  
**\$54.00**

1-8x10 Group  
 2-5x7 Individual  
 8-Wallet Individual  
**\$35.00**  
 upgrade to 11 x 14 custom composite  
**\$45.00**

1-8x10 Group  
 1- 5 x7 Individual  
 4 wallets Individual  
**\$25.00**  
 upgrade to 11 x 14 custom composite  
**\$35.00**

### Group Photo Only

16 x 20 \$50.00

11 x 14 \$25.00

8 x 10 \$15.00

Custom 11 x14 composite  
**\$25.00**

### Add On to Package

Must purchase package  
 to qualify for add-on prices.

1-8x10 Individual \$10.00

2-5x7 Individual \$10.00

8-Wallets Individual \$10.00

### Buddy Photo

available with purchase of package

**\$6.00 Per Person**

Each person in buddy  
 photo must pay.

Each receive:  
 1-5x7 & 2 Wallets

### Package Purchased



Special



A



B



C

Individual Add on to Package:

Qty \_\_\_\_\_ Size \_\_\_\_\_

\$ \_\_\_\_\_

Group Photo add on:

Qty \_\_\_\_\_ Size \_\_\_\_\_

\$ \_\_\_\_\_

Buddy Photos:

Qty \_\_\_\_\_ x\$6.00 \_\_\_\_\_

\$ \_\_\_\_\_

For custom composite, please print name clearly \_\_\_\_\_

Please make checks payable to Simonson Photography

Total Amount Due - Sales tax included \$ \_\_\_\_\_

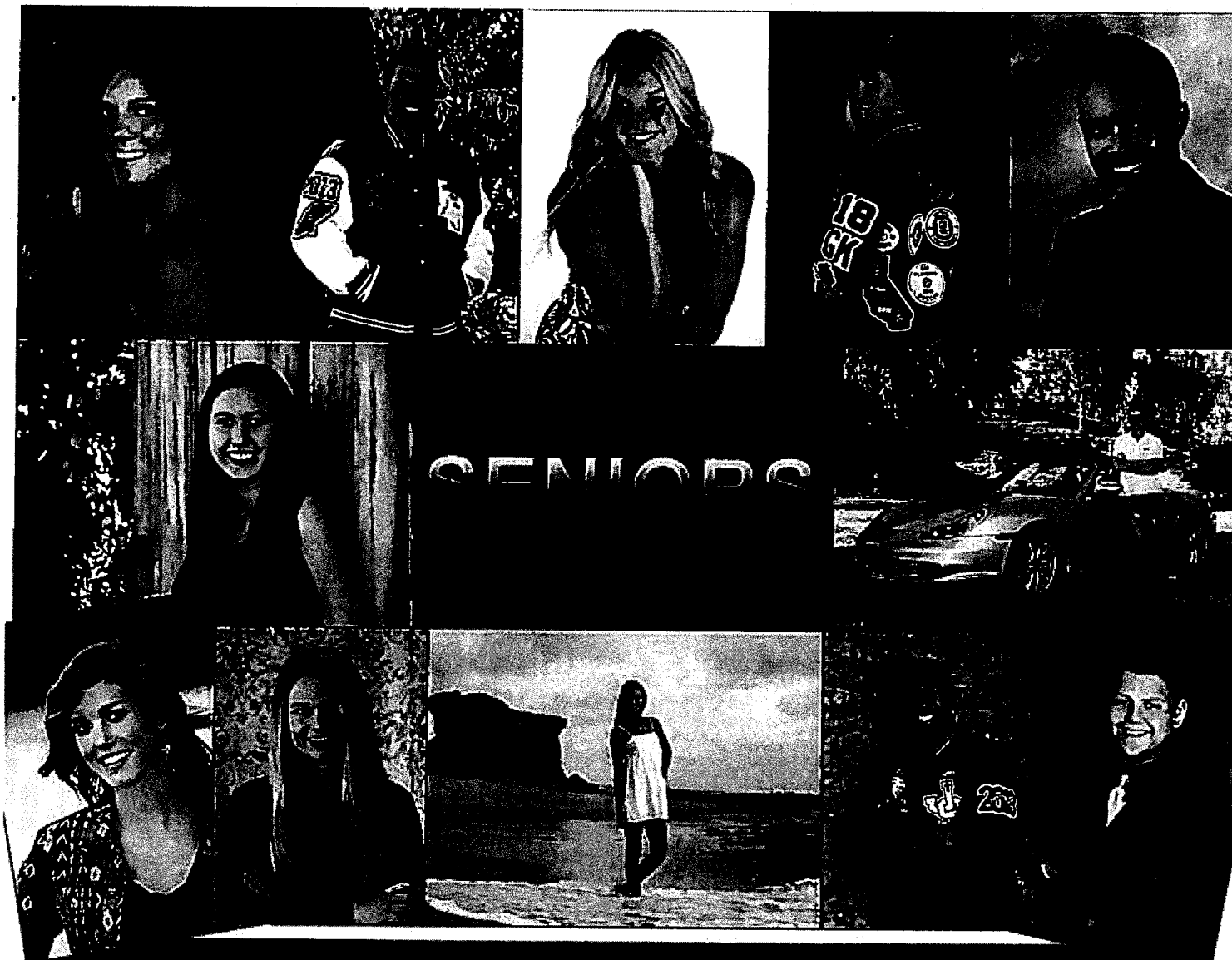
Visa/MC # \_\_\_\_\_

exp date \_\_\_\_\_

Cardholders name \_\_\_\_\_

Address \_\_\_\_\_

286



*Choose one of our popular Senior Sessions below:*

## Traditional

\*\$25.00 + tax = \$27.00

This session is for those who like to keep it simple. This session will be photographed against the traditional yearbook background with one outfit. You will have approximately 6-8 images to choose from.

## Contemporary

\*\$55.00 + tax = \$59.40  
prepaid

Includes yearbook background and up to two additional studio backgrounds with one clothing change. You will have 20-24 images to choose from and will include a variety of head & shoulders and full length. Bring your props and hobbies.

You must call to reschedule your appointment for this session.

## Trendsetter

\*\$75.00 + tax = \$81.00  
prepaid

Includes yearbook, and two additional studio backgrounds. The rest of your session will be outdoors in a park setting. Bring up to two clothing changes. You'll have up to 32 images from which to choose.

We encourage you to bring:

- Siblings or buddies
- Pets
- Sports attire and equipment
- Musical instruments

You must call to reschedule your appointment for this session.

## Beach

\*\$100 + tax = \$108.00  
prepaid

Includes yearbook session at the studio and a beach session at Aliso Creek Beach. You may have up to 2 changes of clothing. We encourage you to bring siblings, (pets are not allowed on the beach) You will have Approximately 50 images to choose from

Beach sessions are taken 1-2 hours before sunset.

\* This fee covers the cost of the photographer's time and materials and does not apply to your order. For Contemporary, Trendsetter and Beach sessions, a cancellation fee of 50% will be charged for no-shows and appointments cancelled within 24 hours of your appointment.

**SIMONSON**  
photography

Simonsonphotography.com (949)495-2735 30001 Crown Valley Pkwy. Laguna Niguel, CA 92677

# Simonson Photography

Simonson Photography is pleased to be your official "Class of 2014" senior portrait photographer. It is important to know that in order to be included in the yearbook's senior section, you must be photographed at Simonson Photography. Due to the early color deadline for your yearbook, all seniors must have their portraits taken by the beginning of the school year.

It is important we try to photograph the Class of 2014 before school begins, especially if you are in sports or other activities. If you are choosing the Basic session, please try to keep your pre-assigned appointment.

\*All Contemporary, Trendsetter and Beach sessions must call to reschedule due to the length of time we allow for these sessions. Photography fees for these sessions are required at the time the appointment is made.

**Trendsetter sessions must be photographed in the afternoon due to bright sun.**

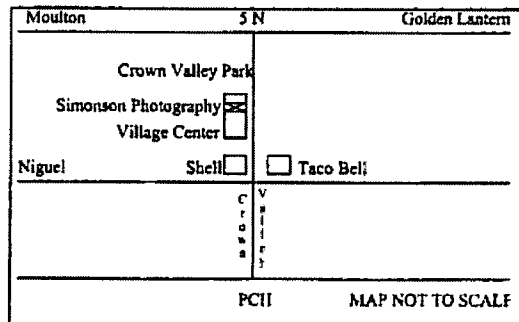
**Beach sessions are photographed 1 – 2 hours prior to sunset**

**The yearbook photography fee of \$25.00 + tax = \$27.00 is due at the time of photography.  
Call today if your session needs to be rescheduled (949) 495-2735**

We are offering four sessions from which to choose. Please review the enclosed materials or for more information log on to [Simonsonphotography.com](http://Simonsonphotography.com).

**PLEASE NOTE:** Simonson Photography will be on campus taking photographs on registration day. These photographs of the seniors are for the school files and ID cards only and **WILL NOT** appear in the yearbook.

Eric Simonson




Simonson Photography 30001 Crown Valley Pkwy. Laguna Niguel 495-2735

Exhibit C

CERTIFICATION

RFP NO. 7-1314 PHOTOGRAPHY SERVICES

I acknowledge that I am aware of the District policy that all students will have a portrait in the yearbook regardless of whether they choose to purchase a photo package and hereby certify that I will adhere to the requirements of the policy.

  
\_\_\_\_\_

Signature

  
\_\_\_\_\_

Company Name



**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1415050**

**WITH**

**SUMNER PHOTOGRAPHY AND PUBLISHING, INCORPORATED**

Independent Contractor Agreement ICA 1415050 with Capistrano Unified School District and Sumner Photography and Publishing, Incorporated called for an original contract period of July 1, 2014, through June 30, 2015.

The contract with Capistrano Unified School District and Sumner Photography and Publishing, 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.

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**

**Sumner Photography and Publishing,  
Incorporated**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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



## Exhibit A

### Detailed Scope of Service

#### School Pictures at Registration

Portrait stations will be provided during school registration that will include the required staff to guarantee a smooth-running and organized picture day experience.

Flexibility is important. If some middle school sites prefer to have picture day after the start of the school year, we are happy to accommodate that request.

Each camera station has an assigned photographer as well as a posing professional, and a grooming assistant is available who helps with hair and clothing. We take pride in training our staff to emulate the high standards we demonstrate during our "Photography College" training sessions. This intense training is conducted by Larry Sumner, a true portrait perfectionist, and the founder of the company.

Full color picture day literature will be provided customized with the school name, picture date, package pricing and configurations. This literature, as everything else, is produced in our own, state-of-the art production facility, located in San Marcos.

One make up day will be provided to each middle school and will be scheduled for the second week of school.

Working with the student rosters provided from the school prior to picture day, we offer confirmed identification of the student image with their individualized student ID number. The use of our student camera card on picture day assures the correct alignment of student name and ID number. This information will be provided on the administrative CD to be used in the Aeries system. The same identification matching is provided on the yearbook CD used for publication.

#### ID Cards

Our ID Card system works in conjunction with our portrait photography stations. The student image is captured to produce the student portrait package and that image is sent to the instant ID Card printers.

ID replacement systems will be provided to all schools to produce replacement and new cards on site. Blank ID Card stock and color ribbons are always included.

ID Card designs will be personalized with input from each school prior to picture day. Specific ID Card categories will be determined by each school site (staff, student, PTA, volunteer, etc.)

Technical support for ID Card replacement equipment will be ongoing throughout the school year.

ID Card clips and/or lanyards will be provided for all staff ID Cards.

## **Detailed Scope of Service (cont.)**

### **Staff Photographs**

Images of all staff members photographed will be provided on a CD for the yearbook staff.

Images of all staff members photographed will be provided on a CD for the District Communications Office and the District Technology and Information Services Department.

### **Yearbook and ASB Requirements**

All middle schools will have access to our full-time, dedicated Yearbook Specialist, whether they currently publish with us or not.

Candid photography for yearbook use will be provided and scheduled as needed.

Individual display photographs will be provided for ASB members.

Customized Holiday Cards of the ASB group, up to 150, will be provided.

Staff photographs will be provided for the front office display.

### **Administrative Requirements**

Student mug books will be provided to each site administrator sorted by grade, gender, and first and last name. Quantity to be determined by each school site.

Hall passes will be designed and provided to each school site.

Each school site will have a staff group photograph, providing one copy to each staff member.

Each school site will receive pricing and packaging information for all photographic programs.

*Summer*  
PHOTOGRAPHY  
And Publishing, Inc.

## Detailed Scope of Service (cont.)

### Value Added

As a local business we truly understand the increasing costs associated with doing business along with declining participation and revenue.

To assist the District with bridging the financial gap we are offering the following:

1. Each school site will be offered up to 10 complimentary "scholarship" portrait packages for families in need.
2. Every school site will be invited to participate in our Award Certificate Program. Custom designed certificates such as Principal Awards, Perfect Attendance Awards, etc., are supplied free of charge to the schools.
3. In the past we have designed and produced the Capistrano Unified School District issued Volunteer ID Cards that are universally recognized at all of the CUSD schools, and would continue to do so.
4. We have photographed all of the parent volunteers in the District that met the required background check clearance and provided them with an ID Card, and would continue to do so.
5. Sumner Photography has photographed the entire District Office Administration prior to the start of the school year and provided a CD of images to the District office, and would continue to do so.
6. At the request of the District we photographed the new Administrators in August of 2013 and provided a CD of the images to the District office, and would comply again.
7. Donations generated from previous spring photography programs have been presented to school sites annually on behalf of Sumner Photography.



7.

MIDDLE SCHOOL  
BASIC PACKAGE PRICING

PACKAGE	DESCRIPTION	PRICE
A	1 - 5x7 2 - 3x5 8 - Wallets	\$21.00
B	2 - 5x7 2 - 3x5 16 - Wallets	\$29.00
C	1 - 8x10 2 - 5x7 2 - 3x5 16 - Wallets	\$35.00
D	2 - 8x10 2 - 5x7 4 - 3x5 16 - Wallets	\$48.00

*Angela Summer*

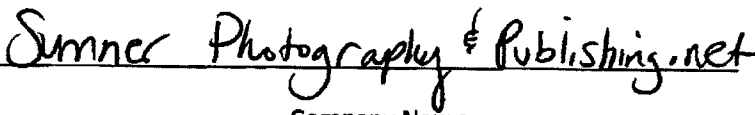
CERTIFICATION

RFP NO. 7-1314 PHOTOGRAPHY SERVICES

I acknowledge that I am aware of the District policy that all students will have a portrait in the yearbook regardless of whether they choose to purchase a photo package and hereby certify that I will adhere to the requirements of the policy.



Signature



Company Name



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").

SUMNER PHOTOGRAPHY AND PUBLISHING, 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, DISTRICT through RFP No7-1314 selected Contractor to provide Photography Services for Aliso Viejo Middle School, Arroyo Vista Middle School, Capo Virtual School, Marco Forster Middle School, Hankey K-8, and Las Flores Middle School.

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 RFP. No. 7-1314, Photography Services 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 charge for services rendered as set forth in Attachment "B."

Term of Agreement. The term of this base Agreement is July 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 three (3) 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 RFP No7-1314 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 ] RFP No. 7-1314

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: 7/9/14

CONTRACTOR

Signature: [Signature]
Name: Angela Sumner
Title: owner
Address: P.O. Box 2717, Escondido, CA 92033
Email Address: angie@sumnerphotography.net
FEIN/SSN

## Exhibit A

### Detailed Scope of Service

#### School Pictures at Registration

Portrait stations will be provided during school registration that will include the required staff to guarantee a smooth-running and organized picture day experience.

Flexibility is important. If some middle school sites prefer to have picture day after the start of the school year, we are happy to accommodate that request.

Each camera station has an assigned photographer as well as a posing professional, and a grooming assistant is available who helps with hair and clothing. We take pride in training our staff to emulate the high standards we demonstrate during our "Photography College" training sessions. This intense training is conducted by Larry Sumner, a true portrait perfectionist, and the founder of the company.

Full color picture day literature will be provided customized with the school name, picture date, package pricing and configurations. This literature, as everything else, is produced in our own, state-of-the art production facility, located in San Marcos.

One make up day will be provided to each middle school and will be scheduled for the second week of school.

Working with the student rosters provided from the school prior to picture day, we offer confirmed identification of the student image with their individualized student ID number. The use of our student camera card on picture day assures the correct alignment of student name and ID number. This information will be provided on the administrative CD to be used in the Aeries system. The same identification matching is provided on the yearbook CD used for publication.

#### ID Cards

Our ID Card system works in conjunction with our portrait photography stations. The student image is captured to produce the student portrait package and that image is sent to the instant ID Card printers.

ID replacement systems will be provided to all schools to produce replacement and new cards on site. Blank ID Card stock and color ribbons are always included.

ID Card designs will be personalized with input from each school prior to picture day. Specific ID Card categories will be determined by each school site (staff, student, PTA, volunteer, etc.)

Technical support for ID Card replacement equipment will be ongoing throughout the school year.

ID Card clips and/or lanyards will be provided for all staff ID Cards.

## **Detailed Scope of Service (cont.)**

### **Staff Photographs**

Images of all staff members photographed will be provided on a CD for the yearbook staff.

Images of all staff members photographed will be provided on a CD for the District Communications Office and the District Technology and Information Services Department.

### **Yearbook and ASB Requirements**

All middle schools will have access to our full-time, dedicated Yearbook Specialist, whether they currently publish with us or not.

Candid photography for yearbook use will be provided and scheduled as needed.

Individual display photographs will be provided for ASB members.

Customized Holiday Cards of the ASB group, up to 150, will be provided.

Staff photographs will be provided for the front office display.

### **Administrative Requirements**

Student mug books will be provided to each site administrator sorted by grade, gender, and first and last name. Quantity to be determined by each school site.

Hall passes will be designed and provided to each school site.

Each school site will have a staff group photograph, providing one copy to each staff member.

Each school site will receive pricing and packaging information for all photographic programs.

*Summer*  
PHOTOGRAPHY  
And Publishing, Inc.



## Detailed Scope of Service (cont.)

### Value Added

As a local business we truly understand the increasing costs associated with doing business along with declining participation and revenue.

To assist the District with bridging the financial gap we are offering the following:

1. Each school site will be offered up to 10 complimentary "scholarship" portrait packages for families in need.
2. Every school site will be invited to participate in our Award Certificate Program. Custom designed certificates such as Principal Awards, Perfect Attendance Awards, etc., are supplied free of charge to the schools.
3. In the past we have designed and produced the Capistrano Unified School District issued Volunteer ID Cards that are universally recognized at all of the CUSD schools, and would continue to do so.
4. We have photographed all of the parent volunteers in the District that met the required background check clearance and provided them with an ID Card, and would continue to do so.
5. Sumner Photography has photographed the entire District Office Administration prior to the start of the school year and provided a CD of images to the District office, and would continue to do so.
6. At the request of the District we photographed the new Administrators in August of 2013 and provided a CD of the images to the District office, and would comply again.
7. Donations generated from previous spring photography programs have been presented to school sites annually on behalf of Sumner Photography.



7.

MIDDLE SCHOOL  
BASIC PACKAGE PRICING

PACKAGE	DESCRIPTION	PRICE
A	1 - 5x7 2 - 3x5 8 - Wallets	\$21.00
B	2 - 5x7 2 - 3x5 16 - Wallets	\$29.00
C	1 - 8x10 2 - 5x7 2 - 3x5 16 - Wallets	\$35.00
D	2 - 8x10 2 - 5x7 4 - 3x5 16 - Wallets	\$48.00

*Angela Sumner*

EXHIBIT C

CERTIFICATION

RFP NO. 7-1314 PHOTOGRAPHY SERVICES

I acknowledge that I am aware of the District policy that all students will have a portrait in the yearbook regardless of whether they choose to purchase a photo package and hereby certify that I will adhere to the requirements of the policy.

Angela Sumner

Signature

Sumner Photography & Publishing.net

Company Name

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1415095**

**WITH**

**ALTERNATIVE COMMUNICATIONS SERVICES**

The Independent Contractor Agreement ICA 1415095 with Capistrano Unified School District and Alternative Communications Services called for an original contract period of July 1, 2014 through June 30, 2015.

The contract with Capistrano Unified School District and Alternative Communications 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. 1 Agreement, not to exceed \$125,000.

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**

**Alternative Communications Services**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

EXHIBIT A  
**FEE Schedule**  
2015-2016

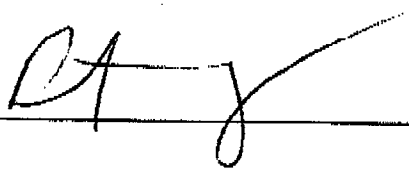
Alternative Communication Services, LLC  
211 E. Prairie Ave.  
P.O. Box 278  
Lombard, IL 60148  
800-335-0911 phone/fax

Remote Text Interpreting – Hourly Rate \$52.00

Remote CART – Hourly Rate \$95.00

Remote Services Cancellations – 24 hour business day cancelation policy

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



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

5/13/15



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted 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 contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

**ALTERNATIVE COMMUNICATIONS SERVICES**

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

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

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

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 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 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: Terry Fluent  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: \_\_\_\_\_

**CONTRACTOR**  
Signature: Philip A. Hyssong  
Name: Philip A. Hyssong  
Title: Manager/Owner  
Address: P.O. Box 278  
Lombard, IL 60148  
Email Address: PHILIP.HYSSONG@HYSSONGS.COM  
FEIN/SSN 20-8384207

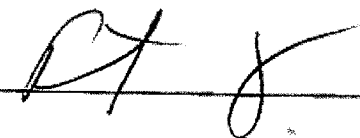
SEP 10 2014  
PURCHASING

EXHIBIT A

FEE SCHEDULE

Alternative Communications Services  
211 E. Prairie Ave.  
P.O. Box 278  
Lombard, IL 60148  
(800)335-0911  
FAX (813)926-7875

Hourly Rate \$52.00

By:  Date: 9/4/14

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
ICA 1415095**

**WITH**

**ALTERNATIVE COMMUNICATIONS SERVICES**

Independent Contractor Agreement No. ICA 1415095 with Capistrano Unified School District and Alternative Communications Services called for services to be rendered at the rates shown in the agreement.

The contract with Alternative Communications Services shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective December 7, 2014 and the contract shall be increased to \$125,000 annually 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.

**Capistrano Unified School District**

**Alternative Communications  
Services**

By: [Signature]  
Signature

By: [Signature]  
Signature

Lynh N. Nguyen  
Print Name

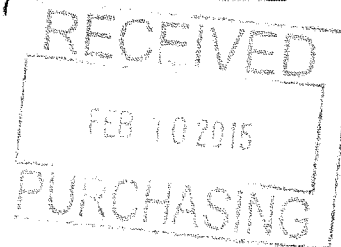
Philip A. Hyssong  
Print Name

Executive Director, Contracts & Purchasing  
Title

Manager/Owner  
Title

Date: 03-00-15

Date: 2/3/15





**EXHIBIT A**

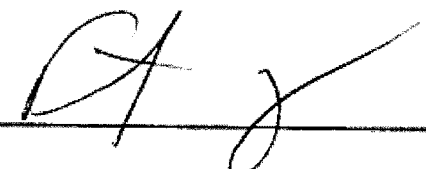
**FEE SCHEDULE**

Alternative Communications Services  
211 E. Prairie Ave.  
P.O. Box 278  
Lombard, IL 60148  
(800)335-0911  
FAX (813)926-7875

Remote Texting Interpreting - Hourly Rate \$52.00

Remote CART - Hourly Rate \$95.00

Remote Services Cancellations- 24 hour business day cancellation policy

By:  Date: 2-3-15

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1415156**

**WITH**

**ARIANA CARONNA'S TUTORING AND INDIVIDUALIZED LEARNING  
SERVICE**

The Independent Contractor Agreement ICA 1415156 with Capistrano Unified School District and Ariana Caronna's Tutoring and Individualized Learning Service called for an original contract period of December 11, 2014, through June 30, 2015.

The contract with Capistrano Unified School District and Ariana Caronna's Tutoring and Individualized Learning Service 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 \$5,000.

Except as set forth in this Extension Agreement, and Board approved on December 10, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Ariana Caronna's Tutoring and  
Individualized Learning Service**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

EXHIBIT A  
**Ariana Caronna's Tutoring and  
Individualized Learning Service**

**Fee Schedule**

**E-mail:** [arianacaronna@gmail.com](mailto:arianacaronna@gmail.com)

\$35 per hour (\$30 an hour for over 4 hour sessions).

**Address:** 3 Tisbury Way  
Ladera Ranch, CA 92694

\*Methods of payment accepted: cash or check.



Contract No. ICA 1415156

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of December 11, 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").

ARIANA CARONNA'S TUTORING AND INDIVIDUALIZED LEARNING SERVICE

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 commencing December 11, 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: [Signature]
Name: Lynn N. Norman
Title: Director, Purchasing & CONTRACTS
Board Approval Date: 12/10/2014

CONTRACTOR

Signature: [Signature]
Name: Ariana Caronna
Title: Ariana Caronna's Tutoring and Individual Learning Services
Address: 3 Tibsbury Way, Ladera Ranch
Email Address: ariana.caronna@gmail.com
FEIN/SSN: 617-74-2630

EXHIBIT A

**Ariana Caronna's Tutoring and  
Individualized learning Service  
Fee Schedule**

E-mail: [arianacaronna@gmail.com](mailto:arianacaronna@gmail.com)

\$35 per hour (\$30 an hour for over 4 hour sessions).

Address: 3 Tisbury Way  
Ladera Ranch, CA 92694

\*Methods of payment accepted: cash or check

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1415166**

**WITH**

**CESAR VARGAS & ASSOCIATES**

The Independent Contractor Agreement ICA 1415166 with Capistrano Unified School District and Cesar Vargas & Associates called for an original contract period of January 15, 2015 through June 30, 2015.

The contract with Capistrano Unified School District and Cesar Vargas & Associates 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 January 15, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Cesar Vargas & Associates**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

**CESAR VARGAS & ASSOCIATES**

**FEE SCHEDULE**

Requested by: CUSD Purchasing Department

Cesar Vargas & Associates is a DBA of MENTE, Inc.  
(Mind-Enhancement Network for Training Excellence)

Contact: Cesar Vargas  
8502 East Chapman Avenue # 302  
Orange, California 92869  
Phone: (714) 558-5636  
Email: cesar@menteinc.com

**DESCRIPTION OF SERVICES:**

Translation of written materials and interpretation of meetings or conferences.

**RATE OF PAY AND EXPENSES:**

For translations **\$0.18 (eighteen cents) per word** in the target language for translation, and **\$95 per hour** for interpretation into and from Spanish and Vietnamese. Other languages will necessitate a separate quote, which would depend on the availability of qualified interpreters. Due to travel times and opportunity cost, the minimum billing for interpretations is 2 hours, in hourly increments, which includes 30 minutes preparation time before the meeting is scheduled to start. For interpretations, there is a strict 24-hour cancellation policy. If Client cancels or reschedules the interpretation assignment for any reason, and fails to inform Client with more than a 24-hour period, the minimum 2-hour charge applies. For translations, there is a \$50 minimum charge.

Any additional work beyond that which is specified above shall be billed at \$100.00 (one hundred dollars) per hour, in hourly increments.

Any project-related expenses shall be agreed upon by Client ahead of time in writing, and shall be reimbursed to Translator upon presentation of receipts and invoice.

Signature Cesar Vargas Date 5/13/15  
Typed or Printed Name CESAR A. VARGAS



**INDEPENDENT CONTRACTOR AGREEMENT**

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

**CESAR VARGAS & 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; 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 commencing January 15, 2015 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.

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

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

**DISTRICT**

By: [Signature]  
Name: Yvnh N. Rust  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date: 1-14-2015

**CONTRACTOR**

Signature: [Signature]  
Name: Cesar A. Vargas  
Title: CEO  
Address: 5502 E Chapman Ave  
# 302 Orange, CA 92669  
Email Address: cesar@mentemc.com  
FEIN/SSN: 20-0975694

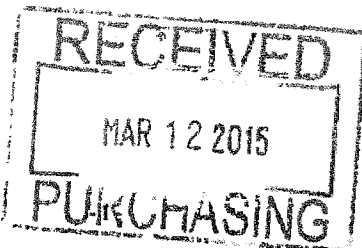




EXHIBIT A



**FEE SCHEDULE**

Requested by: CUSD Purchasing Department

Cesar Vargas & Associates is a DBA of MENTE, Inc.  
(Mind-Enhancement Network for Training Excellence)  
Contact: Cesar Vargas  
8502 East Chapman Avenue # 302  
Orange, California 92869  
Phone: (714) 558-5636  
Email: cesar@menteinc.com

**DESCRIPTION OF SERVICES:**

Translation of written materials and interpretation of meetings or conferences.

**RATE OF PAY AND EXPENSES:**

For translations \$0.18 (eighteen cents) per word in the target language for translation, and \$95 per hour for interpretation into and from Spanish and Vietnamese. Other languages will necessitate a separate quote, which would depend on the availability of qualified interpreters. Due to travel times and opportunity cost, the minimum billing for interpretations is 2 hours, in hourly increments, which includes 30 minutes preparation time before the meeting is scheduled to start. For interpretations, there is a strict 24-hour cancellation policy. If Client cancels or reschedules the interpretation assignment for any reason, and fails to inform Client with more than a 24-hour period, the minimum 2-hour charge applies. For translations, there is a \$50 minimum charge.

Any additional work beyond that which is specified above shall be billed at \$100.00 (one hundred dollars) per hour, in hourly increments.

Any project-related expenses shall be agreed upon by Client ahead of time in writing, and shall be reimbursed to Translator upon presentation of receipts and invoice.

Signature Cesar Vargas Date Nov 20, 2014  
Typed or Printed Name Cesar Vargas

**EXTENSION NO. 1 TO PROFESSIONAL SERVICE AGREEMENT  
CONTRACT NO. PSA 1415167**

**WITH**

**BELINDA KARGE**

Professional Service Agreement PSA 1415167 with Capistrano Unified School District and Belinda Karge called for an original contract period of January 15, 2015 through June 30, 2015.

The contract with Capistrano Unified School District and Belinda Karge 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 \$1,000.

Except as set forth in this Extension Agreement, and Board approved on January 14, 2015, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Belinda Karge**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

EXHIBIT A

**Belinda Dunnick Karge, Ph.D.**

**2067 Vista Hermosa Way**

**El Cajon, CA 920169**

[bkarge@fullerton.edu](mailto:bkarge@fullerton.edu)

***FEE SCHEDULE***

*\$1,000 for presentation (includes preparation)*

*14.95 per person for materials. Order Engage 11 at  
<http://thediscoverysource.com/engage-11/>*



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 15, 2015 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").

BELINDA KARGE

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 \$1,000.00 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 January 15, 2015 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: [Signature]
Name: Lynh N. Nguyen
Title: Executive Director, Contracts & Purchasing
Board Approval Date: January 14, 2015

CONSULTANT
Signature: [Signature]
Name: Belinda Karge
Title:
Address: 2067 Vista Hermosa Way
El Cajon Ca 92019
Email Address: bkarge@fullerton.edu
FEIN/SSN 550 35 4772

**EXHIBIT A**

**Belinda Dunnick Karge, Ph.D.**  
2067 Vista Hermosa Way  
El Cajon, CA 92019  
bkarge@fullerton.edu

**Daily Rate Sheet**

**\$1,000 for presentation (includes preparation)**

**\$14.95 per person for material. Order Engage 11 at  
<http://thediscoverysource.com/engage-11/>**

**EXTENSION NO. 1 TO PROFESSIONAL SERVICE AGREEMENT  
CONTRACT NO. PSA 1415168**

**WITH**

**JENNIFER TONEY SPEECH PATHOLOGY**

Professional Service Agreement PSA 1415168 with Capistrano Unified School District and Jennifer Toney Speech Pathology called for an original contract period of December 15, 2014, through June 30, 2015.

The contract with Capistrano Unified School District and Jennifer Toney Speech Pathology 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 \$51,840.

Except as set forth in this Extension Agreement, and Board approved on January 14, 2015, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Jennifer Toney Speech Pathology**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

# *Jennifer Toney Speech Pathology*

---

51 Via Zaragoza, San Clemente, CA 92672

(949) 542-7462

jennifertoneyspeech@gmail.com

## **SERVICE RATES 2015-2016**

- Speech/Language Therapy per clinical hour (in-home): \$95.00
- Speech/Language Therapy per clinical hour (school site/ 4 hour minimum): \$80.00
- Speech/Language Assessment per hour: \$125.00



### PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of January 15, 2015 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").

#### JENNIFER TONEY SPEECH PATHOLOGY

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 \$51,840 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 December 15, 2014 through June 30, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]  
Name: Lynd N. Nguyen  
Title: Executive Director, Contracts & Purchasing  
Board Approval Date: January 14, 2015

CONSULTANT

Signature: [Signature]  
Name: Jennifer Toney  
Title: SLP - Director  
Address: 51 Via Zaragoza  
San Clemente, CA 92672  
Email Address: jennifertoney.speech@gmail.com  
FEIN/SSN: 602-22-7308

Professional Services Agreement 1415168  
Capistrano Unified School District

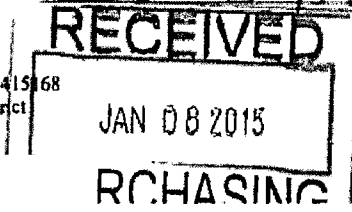




EXHIBIT A

**JENNIFER TONEY SPEECH PATHOLOGY**

51 Via Zaragoza, San Clemente, CA 92672

(949) 542-7462

jennifertoneyspeech@gmail.com

**SERVICE RATES**

- Speech/Language Therapy per clinical hour (in-home): \$95.00
- Speech/Language Therapy per clinical hour (school site/ 4 hour minimum): \$80.00
- Speech/Language Assessment per hour: \$125.00

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213179**

**WITH**

**CONTEMPORARY SERVICES CORPORATION**

The Independent Contractor Agreement ICA 1213179 with Capistrano Unified School District and Contemporary Services Corporation called for an original contract period of February 28, 2013 through February 27, 2014.

The contract with Capistrano Unified School District and Contemporary Services Corporation shall be extended an additional twelve (12) months, covering the period February 28, 2015, through February 27, 2016, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$150,000 annually.

Except as set forth in this Extension Agreement, and Board approved on February 27, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONSULTANT**

**Capistrano Unified School District**

**Contemporary Services Corporation**

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

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

Lynh R. Rust  
Print name

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

Executive Director Contracts & Purchasing  
Title

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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



### INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of February 28, 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").

#### Contemporary Services Corporation

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 event security 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 RFP No. 5-1213 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", page 39, section 6. Cost Proposal. 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 \$80,000 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 February 28, 2013 through February 27, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

By: [Signature]  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 2/27/2013

Signature: [Signature]  
Name: Juan C. H. Semio  
Title: Vice President  
Address: 17101 Serrano St  
Northridge CA 91325  
Email Address: jsemio@csc-usa.com  
FEIN/SSN: 95-2837166

## SPECIAL CONDITIONS

The following serves as Special Conditions to Independent Contractor Agreement No. ICA 1213179 and RFP Scope of Services to be Provided.

**RFP - Scope of Services to be Provided, Page 10-11, Section A.35, Service Credit, delete section in its entirety and replace with:**

### Service Credit

Contractor guarantees that security guards assigned to District sites will report on time, fit for duty, in proper uniform, and properly instructed, oriented, and supervised. Contractor guarantees that service requirements will be identified and will receive proper response. Contractor will communicate regularly (at least once a month) with each facility site supervisor. If at any time, Contractor fails in the view of both the District and Contractor, to provide any service as agreed, Contractor shall issue a "service credit" to the District. A "service credit" for each incident of failure shall be a minimum of one (1) complete security guard work shift or eight (8) times the hourly rate charged by the Contractor. Such credit shall be issued in the form of a credit memo to the facility site supervisor, which will be redemmed at the District's discretion. Service Credit is to be paid, in addition to, any deduction for hours not worked.

**RFP - Scope of Services to be Provided, Page 11-12, Section A.36, Default by Contractor, delete section in its entirety and replace with:**

### Default by Contractor

Contractor may be considered in default of the contract under any one or more of the following circumstances and District may demand with Contractor's consent, a Service Credit for each violation of the Agreement as well as forming a basis for breach and damages:

- Use of a security guard or security guards who do not possess a valid guard registration card issued by the State of California.
- Failure of Contractor to provide service within the time frame agreed upon after notification to do so.
- Failure of Contractor to correct deficiencies in service or failure of Contractor to provide adequate administrative and supervisory functions in the view of a neutral arbiter agreed upon by both the District and Contractor.
- Failure of Contractor to provide an adequate number of personnel more than three times within thirty days at any District facility.
- Submission of inaccurate or falsified invoices, clock tapes, incident reports or time sheets by Contractor.
- Involvement in a fraudulent or illegal act against the District by an employee of the Contractor.
- Failure of Contractor to maintain the required insurance policies in full force and effect.
- Failure of Contractor to remove a particular employee from performing on the contract, at the District's request.
- Failure of Contractor to fulfill any other obligation contained in the contract award.
- Failure of Contractor to maintain licenses and permits as required by any governmental agency.
- Failure of District to terminate the contract for any of the reasons stated above, or to insist upon strict performance of any of the terms of the contract shall not constitute a waiver of any part of the contract. The contract shall be and remain in full force and effect until District calls a formal default and demands remedy.

#### o Remedies in Case of Default

Should the District determine a contractor to be in default of the contract on the grounds noted

above, the determination shall be final. In such event, the District may proceed, but is not limited to, with the following:

- Instruct Contractor to immediately correct the deficiency causing the default
- Demand with Contractor's consent, a Service Credit
- Terminate the contract after Contractor has been given ten (10) days to cure the default.

**RFP – General, Page 13-14, Section B.7, Insurance, delete section in its entirety and replace with:**

**Insurance**

Vendor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement. In addition vendor 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, vendor 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. Vendor agrees to name District and its officers, agents and employees as additional insureds, subject to and limited by the indemnification provisions of the final agreement between the parties, under said policy.

**RFP – General, Page 23, Certificate of Liability Insurance, delete and replace with:**

**Certificate of Liability Insurance**

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department

The insurance requirement is a two page document of the following:  
The Capistrano Unified School District must be named as additional insured, subject to and limited by the indemnification provisions of the final agreement between the parties, and certificate holder on the Certificate of Liability Insurance form Accord 25 (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the Capistrano Unified School District as an additional insured.

Blanket endorsements are not acceptable

**Required Endorsement**

The Capistrano Unified School District is named as additional insured, subject to and limited by the indemnification provisions of the agreement between the Capistrano Unified School District and Contemporary Services Corporation. Such insurance as is afforded by this policy shall be primary and any insurance carried by DISTRICT shall be excess and noncontributory.

**Independent Contractor Agreement - Page 35, General Conditions, Section 7, Termination, delete section in its entirety and replace with:**

**Termination**

District may terminate the Agreement for cause or upon Contractor's breach of any provision of the Agreement if

such breach is not cured within ten (10) days. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude; (b) negligence in the performance of duties under the Agreement, and (c) constant refusal to perform reasonable and lawful duties assigned under the Agreement. Contractor may terminate the Agreement at any time upon fifteen (15) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of the Agreement for any reason, Contractor's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

**Independent Contractor Agreement - Page 35, General Conditions, Section 9, Hold Harmless, delete entire section and replace with:**

#### Hold Harmless

Contractor agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, reasonable attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the sole negligence of Contractor or its subcontractors, whether authorized by this Agreement or not. The foregoing duty of Contractor to indemnify shall not apply to any liability, cost or expense arising out of the negligence or willful misconduct of the District, its Governing Board, officers, agents, employees, and volunteers, nor to the independent acts of third parties not affiliated with Contractor. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.

**Independent Contractor Agreement - Page 35, General Conditions, Section 9, Insurance, delete entire section and replace with:**

#### 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 insureds, subject to and limited by the indemnification provisions of the final agreement between the parties, by separate endorsement under said policy.

### ADDITIONAL TERMS

#### I. STAFF LEVELS

Staffing levels and specific posts will be determined by the District following consultation with CSC. The District shall have the final decision as to the number of CSC's personnel to be used and the deployment (i.e., placement at the job site). The District agrees that for all requests for CSC personnel: (i) at least one Supervisor shall be ordered and such Supervisor shall act as the Event Coordinator where the personnel request is for less than ten (10) personnel; (ii) for any event where ten (10) or more personnel are requested, an Event Coordinator shall be ordered.

and, (iii) for every ten (10) CSC personnel requested, a minimum of one (1) Supervisor shall be ordered. The Event Coordinator and Supervisors shall not be assigned or included in the fixed postposition order.

## 2. EVENT REPORTING TIMES

CSC requires time prior to an Event for the briefing and distribution of employees at the job site. The following reporting time requirements shall be used:

- a. Where the number of employees ordered is ten (10) or less, the reporting time shall be fifteen minutes prior to the facility opening.
- b. Where the number of employees ordered is more than ten (10) but less than fifty-one (51), the reporting time shall be thirty (30) minutes prior to the facility opening.
- c. Where the number of employees ordered is fifty-one (51) but less than one hundred (100), the reporting time shall be forty-five (45) minutes prior to the facility opening.
- d. Where the number of employees ordered is one hundred one (101) but less than two hundred (200) then the reporting time shall be one (1) hour.
- e. Where the number of employees ordered is two hundred one (201) or more, the reporting time shall be one and one-half (1-1/2) hours.

## 3. PAYMENTS AND TERMS

**Invoicing:** Contractor shall submit invoices to the District on a monthly basis. Each school site will provide Contractor with a purchase order number and contact Contractor directly to schedule services. Invoices must show the hours worked and the hourly rates. Invoices must be submitted separately for each school site services were performed and must reference the purchase order number assigned. Invoices are to be sent to:

Capistrano Unified School District  
Attn: Accounts Payable  
33122 Valle Road  
San Juan Capistrano, CA 92675

**Payments:** All payments made by the District to CSC to be remitted as follows

If by mail to. Contemporary Services Corporation  
PO Box 511282  
Los Angeles, CA 90051-7838

If Via overnight/Fed Ex to US Bank c/o lockbox 511282  
Attn: Wholesale Lockbox  
16420 Valley View Ave  
La Mirada, CA 90638

#### 4. COMPENSATION

A. If State, Federal, local city or county Minimum Wage Standards, applicable Living Wages, governmentally mandated health benefits payments or related levies or taxes or the like are increased or levied, as the case may be, against CSC during this Agreement, the rates paid to CSC by the District shall be adjusted by any such increase, levy, payments or taxes, times 1.4 to reflect the increase in minimum wages and/or related benefits payments, levies or taxes. There must be a 30 day notice of increase in writing, substantiated by documentation

B. If DISTRICT requests a specific CSC employee or specifies certain acceptable employees who may work an Event or position, the District shall pay the base rate by classification for such employee (e.g., a Supervisor being positioned at a non-Supervisor spot).

C. The District shall pay one and one-half (1-1/2) times the rates for all services provided on the following holidays (except as noted, holidays shall be celebrated on the day observed by the Federal Government):

New Year's Day (January 1)  
Martin Luther King's Birthday  
Easter Sunday  
Memorial Day  
Independence Day (July 4)

Labor Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day (December 25)  
New Year's Eve

#### 5. EMPLOYMENT OFFERINGS

The District understands the time and expense CSC incurs to recruit and train employees and the District, therefore, agrees not to solicit, offer to hire, or hire, CSC's employees (defined as anyone employed by CSC during this Agreement or within one (1) year prior to such solicitation, offering or hiring, whichever is longer) to provide the same services provided by CSC hereunder either during the term of this Agreement or for a period of one (1) year thereafter, without first obtaining the written consent of CSC. The parties agree that it would be difficult and impractical to calculate the damage sustained by CSC and its operations as a result of violation of this paragraph. Therefore, should the District violate this paragraph and not correct such violation within fifteen (15) business days of receiving written notice from CSC, the District agrees to pay a hiring and placement fee to CSC of twenty percent (20%) of the employee's expected first year's gross earnings from the District or five thousand dollars (\$5,000.00), whichever is greater, in recognition of the time and expense incurred by CSC to recruit, hire and train its employees, and the reasonable costs and attorney's fees to collect those liquidated damages regardless of whether or not suit is filed.

#### 6. RADIOS

The fee for radios will be waived.



**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
ICA 1213179**

**WITH**

**CONTEMPORARY SERVICES CORPORATION**

Independent Contractor Agreement No. ICA 1213179 with Capistrano Unified School District and Contemporary Services Corporation are called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213179 shall be amended to \$150,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on February 27, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

By: J. Fluent  
Signature

Terry Fluent

Director, Purchasing

Date: 10/23/14

**CONSULTANT**

**Contemporary Services Corporation**

By: Paul McDermott  
Signature

PAUL McDERMOTT  
Print Name

BRANCH MANAGER  
Title

Date: OCTOBER 7, 2014



**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1213179**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**CONTEMPORARY SERVICES CORPORATION**

The Independent Contractor Agreement ICA 1213179 with Capistrano Unified School District and Contemporary Services Corporation called for an original contract period of February 28, 2013 through February 27, 2014.

The contract with Capistrano Unified School District and Contemporary Services Corporation shall be extended an additional twelve (12) months, covering the period February 28, 2014, through February 27, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$90,000 annually.

Except as set forth in this Extension Agreement, and Board approved on February 27, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

By:   
Signature

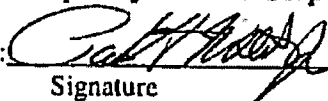
Terry Fluent  
Print name

Director, Purchasing  
Title

Date: 2/10/14

**CONSULTANT**

**Contemporary Services Corporation**

By:   
Signature

PAUL McDERMOTT  
Print Name

BRANCH MANAGER  
Title

Date: JAN 30, 2014



**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1314174**

**WITH**

**CITY OF SAN CLEMENTE**

The Independent Contractor Agreement ICA 1314174 with Capistrano Unified School District and City of San Clemente called for an original contract period of April 14, 2014, through April 13, 2015.

The contract with Capistrano Unified School District and City of San Clemente shall be extended, covering the period April 14, 2015, through June 30, 2016, at the rates shown in **Exhibit A** to this Extension No. 1 Agreement, not to exceed \$12,000.

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**

**City of San Clemente**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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



**City of San Clemente**  
**Beaches, Parks & Recreation Department**  
100 N. Calle Seville, San Clemente, CA 92672  
Phone: (949) 429-8719 Fax: (949) 361-8280  
Website: [www.san-clemente.org/recreation](http://www.san-clemente.org/recreation)



Halftime Happenings is a City of San Clemente Recreation Program led by Recreation Leaders that organize physical activities on the school playground during the lunch period.

Recreation Leaders arrive twice a week with a variety of different equipment to introduce games, sports, and teamwork while keeping children active and engaged. Educational games are also included to enhance the activities.

The goal of Halftime Happenings is to teach children the importance of consistent and constant activity, sportsmanship, and teamwork while avoiding the development of a sedentary and immobile lifestyle.

The 2015-16 school year will include **39 weeks** of Halftime Happenings.

During this timeframe, two Recreation Leaders will visit Marblehead Elementary two times a week for a total of 468 hours at a price of **\$7,370.**

Over the past year kindergarten was added to the program, increasing the number of programming hours.



### INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of April 24, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

#### CITY OF SAN CLEMENTE

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$1,200 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing April 14, 2014 through April 13, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

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

Name: Terry Fluent

Title: Director, Purchasing

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

Signature \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

EXHIBIT A



# City of San Clemente Beaches, Parks & Recreation

100 N. Calle Seville, San Clemente, CA 92672

Phone: (949) 429-8719 Fax: (949) 361-8280

Website: [www.san-clemente.org/recreation](http://www.san-clemente.org/recreation)



Half Time Happenings is a City of San Clemente Recreation Program led by Recreation Leaders that organize exercise activities on the school playground during the lunch period.

Recreation Leaders arrive once or twice a week with a variety of different equipment to introduce games, sports and teamwork while keeping children active and engaged!

The goal of Half Time Happenings is to teach children the importance of consistent and constant activity, sportsmanship and teamwork while avoiding the development of a sedentary and immobile lifestyle.

The following options are based on 10 weeks of school (spring session) which would begin the week of April 14:

- Option A  
2 Recreation Leaders, 1 visit per week (40 hours): \$620
- \* • Option B  
2 Recreation Leaders, 2 visit per week (80 hours): \$1,200

The following options are based on 39 weeks of school:

- Option A  
2 Recreation Leaders, 1 visit per week (156 hours): \$2,310
- Option B  
2 Recreation Leaders, 2 visit per week (312 hours): \$4,600

*\*\*These dollar figures are based on an equation that includes benefit costs and other employment costs*

---

Recreation 100 North Seville, San Clemente San Clemente, CA 92672  
<http://san-clemente.org>

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
NO. ICA 1314174

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CITY OF SAN CLEMENTE


Independent Contractor Agreement No. ICA 1314174 with Capistrano Unified School District and the City of San Clemente called for services to be rendered at the rates shown in the agreement.

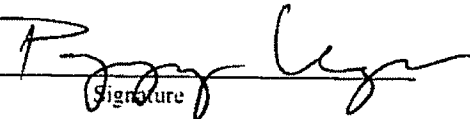
The "not to exceed" amount on Independent contractor Agreement No. ICA 1314174 shall be amended to \$1,460 for additional services requested by the District.

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.

Capistrano Unified School District

City of San Clemente

By:   
Signature

By:   
Signature

Terry Fluent

Peggy Lacayo  
Print Name

Director, Purchasing

Recreation Supervisor  
Title

Date: 5/30/14

Date: May 7, 2014

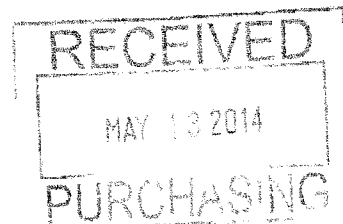




EXHIBIT A



# City of San Clemente Beaches, Parks & Recreation

100 N. Calle Seville, San Clemente, CA 92672

Phone: (949) 429-8719 Fax: (949) 361-8280

Website: [www.san-clemente.org/recreation](http://www.san-clemente.org/recreation)



Half Time Happenings is a City of San Clemente Recreation Program led by Recreation Leaders that organize exercise activities on the school playground during the lunch period.

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The following options are based on 10 weeks of school (spring session) which would begin the week of April 14:

- Option A  
2 Recreation Leaders, 1 visit per week (40 hours): \$620
- \* • Option B  
2 Recreation Leaders, 2 visit per week (80 hours): \$1,200

The following options are based on 39 weeks of school:

- Option A  
2 Recreation Leaders, 1 visit per week (156 hours): \$2,310
- Option B  
2 Recreation Leaders, 2 visit per week (312 hours): \$4,600

*\*\*These dollar figures are based on an equation that includes benefit costs and other employment costs*

---

Recreation 100 North Seville, San Clemente San Clemente, CA 92672  
<http://san-clemente.org>

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
CONTRACT NO. ICA 1314183**

**WITH**

**KEY DATA SYSTEMS**

Independent Contractor Agreement PSA 1314183 with Capistrano Unified School District and Key Data Systems called for an original contract period of May 29, 2014, through May 28, 2015.

The contract with Capistrano Unified School District and Key Data Systems shall be extended an additional twelve (12) months, covering the period May 29, 2015 through June 30, 2016, at the rates shown in **Exhibit A** to this Extension No. 1 Agreement, not to exceed \$23,750.

Except as set forth in this Extension Agreement, and Board approved on May 28, 2014, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Key Data Systems**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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



### Agreement for Data Services

This Contract is hereby entered into by and between the **Capistrano Unified School District**, (“District”) and **Key Data Systems**, (“Contractor”).

Contractor agrees to provide to the District the services enumerated in Section F of this Contract under the following terms and conditions.

- A. Services shall begin **July 1, 2015** and shall continue until **June 30, 2016**.
- B. Contractor understands and agrees that they and all their employees, if any, are not employees of the District and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which the District’s employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor shall assume all responsibility for payment of all Federal, State and local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Contractor and its employees, if any.
- C. Contractor shall furnish, at its expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Contract.
- D. In performance of the work herein completed, Contractor is an independent contractor, with the authority to control and direct the performance of the details of the services.
- E. Contractor agrees to defend, indemnify and hold harmless the District, the Board of Education, employees, agents and representatives of the District, from and against any and all liability or loss arising in any way out of Contractor’s negligence and/or intentional acts in the performance of this contract, including but not limited to any claim due to injury and/or damage sustained by Contractor, and/or Contractor’s employees or agents or any third party.
- F. **Scope of Work**
  - Contractor will work primarily out of the Contractor’s offices in Lake Elsinore, CA to work on projects for the District (office space not provided by the District).
  - Contractor’s employees will visit sites as necessary to affect liaison, provide on-site assistance, and to deliver staff development.
  - Contractor will provide data services to educational services division as directed by the Assistant Superintendent of Educational services.

### **Professional Development**

- Provide 9 full days on-site professional development
- Provide 1 half day on-site professional development

- G. The District agrees to compensate the contractor for services rendered for the amount of **\$23,750.00** to be billed in 2 installments of **\$11,875.00** from December 1, 2015 to March 31, 2016.
- H. Contractor shall perform all services in competent and professional manner. District shall review and evaluate Contractor's work, and determine whether Contractor is performing in accordance with this Contract.
- I. Neither party shall assign or delegate any part of this Contract without the written consent of the other party.
- J. District will make payment for services to the Contractor as follows: within 15 days of the presentation to the District of Contractor's invoice.
- K. This Contract may be terminated by either party notifying the other, in writing, at least thirty (30) days prior to the date of termination.
- L. Contractor and its employees and agents, shall not consume controlled substances; alcohol or tobacco products while performing work under this contract in or about any District facility.
- M. Contractor shall certify that they and/or their employees, if any, have never been convicted of a serious or violent felony, as those terms are defined in the California Penal Code. Contractor so certifies by signing this Contract.
- N. Contractor agrees to complete and return to the District any and all documents required to fulfill the purpose of this Contract.
- O. Contractor shall at all times perform its obligations under this contract consistent with all applicable local, state, and federal laws.
- P. All student data, test data, specifications, financial data, electronic and other information which is provided to Contractor under this Contract shall be kept confidential. This data is not public knowledge and is being disclosed to Contractor only under the terms of this Contract. Information about students, staff or schools will not be released to people or agencies without the District's written consent. Following legal or regulatory guidelines provide the only exceptions to this policy. All reports, memoranda, notes or other documents will remain part of the District's confidential records. Data will only be released to District employees authorized by the nature of their duties to receive such information, and only with the consent of the District. All employees of the Contractor agree to abide by this confidentiality agreement.
- Q. District must provide to Contractor all data necessary for the services covered in this Contract. District acknowledges that the outcome of services will be affected by incorrect, incomplete or missing data and District will not hold the Contractor responsible for any damages caused by services performed with incorrect, incomplete or missing data. District will compensate Contractor

for services agreed to but not performed due to non-receipt of data from District. Data files must be provided in the original format provided by testing company.

Contractor:

District:

By: Leanne Holland

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

Leanne Holland VPO

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

Key Data Systems Tax ID #: 33-0984966

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



**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of May 29, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

**KEY DATA SYSTEMS**

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7,500 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing May 29, 2014, through May 28, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

**DISTRICT**

**CONTRACTOR**

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

Signature: Leanne Holland  
 Name: Leanne Holland  
 Title: VPO  
 Address: 600-A Central Ave  
Lake Elsinore CA 92530  
 Email Address: accounting@keydatasys.com  
 FEIN/SSN: 33-0984966

345



600 A Central Ave  
Lake Elsinore, CA 92530

**Address**

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

**Estimate**

<b>Date</b>	<b>Estimate No.</b>
04/30/2014	2541
	<b>Exp. Date</b>

Activity	Quantity	Rate	Amount
• Services 2013-2014			
• On-site full day Professional Development by Spencer Kerrigan	3	2,500.00	7,500.00
• Dates TBD			

<b>Total</b>	<b>\$7,500.00</b>
--------------	-------------------

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

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

Accepted By \_\_\_\_\_ Accepted Date \_\_\_\_\_

Thank You for Your Business!

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
ICA 1314183**

**WITH  
KEY DATA SYSTEMS**

Independent Contractor Agreement No. ICA 1314183 with Capistrano Unified School District and Key Data Systems called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$24,000 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on May 28, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**Capistrano Unified School District**

By:   
Signature

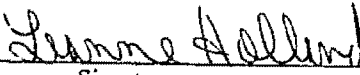
Terry Fluent

Director, Purchasing

Date: 11/20/14

**CONSULTANT**

**Key Data Systems**

By:   
Signature

Leanne Holland  
Print Name

VPO  
Title

Date: 10/30/14







600 A Central Ave  
Lake Elsinore, CA 92530

Address

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

Estimate

Date	Estimate No.
04-30-2014	2541 2611
8/26/2014	Exp Date

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> <li>Services 2013-2014-2015</li> <li>On-site full day Professional Development by Spencer Kerrigan</li> <li>Dates TBD</li> </ul>	3	2,500.00	7,500.00

**Total**                      **\$7,500.00**

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

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

Accepted By \_\_\_\_\_ Accepted Date \_\_\_\_\_

Thank You For Your Business!



### Agreement for Data Services

This Contract is hereby entered into by and between the **Capistrano Unified School District**, ("District") and **Key Data Systems**, ("Contractor").

Contractor agrees to provide to the District the services enumerated in Section F of this Contract under the following terms and conditions.

- A. Services shall begin **October 10, 2014** and shall continue until **June 30, 2015**.
- B. Contractor understands and agrees that they and all their employees, if any, are not employees of the District and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which the District's employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume all responsibility for payment of all Federal, State and local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Contractor and its employees, if any.
- C. Contractor shall furnish, at its expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Contract.
- D. In performance of the work herein completed, Contractor is an independent contractor, with the authority to control and direct the performance of the details of the services.
- E. Contractor agrees to defend, indemnify and hold harmless the District, the Board of Education, employees, agents and representatives of the District, from and against any and all liability or loss arising in any way out of Contractor's negligence and/or intentional acts in the performance of this contract, including but not limited to any claim due to injury and/or damage sustained by Contractor, and/or Contractor's employees or agents or any third party.
- F. **Scope of Work**
  - Contractor will work primarily out of the Contractor's offices in Lake Elsinore, CA to work on projects for the District (office space not provided by the District).
  - Contractor's employees will visit sites as necessary to affect liaison, provide on-site assistance, and to deliver staff development.
  - Contractor will provide data services to educational services division as directed by the Assistant Superintendent of Educational services.

**Professional Development**

- Provide 6 full days on-site professional development
  - Provide 1 half day on-site professional development
- G. The District agrees to compensate the contractor for services rendered for the amount of **\$16,250.00** to be billed in 2 installments of **\$8,125.00** from December 1, 2014 to March 30, 2015.
- H. Contractor shall perform all services in competent and professional manner. District shall review and evaluate Contractor's work, and determine whether Contractor is performing in accordance with this Contract.
- I. Neither party shall assign or delegate any part of this Contract without the written consent of the other party.
- J. District will make payment for services to the Contractor as follows: within 15 days of the presentation to the District of Contractor's invoice.
- K. This Contract may be terminated by either party notifying the other, in writing, at least thirty (30) days prior to the date of termination.
- L. Contractor and its employees and agents, shall not consume controlled substances; alcohol or tobacco products while performing work under this contract in or about any District facility.
- M. Contractor shall certify that they and/or their employees, if any, have never been convicted of a serious or violent felony, as those terms are defined in the California Penal Code. Contractor so certifies by signing this Contract.
- N. Contractor agrees to complete and return to the District any and all documents required to fulfill the purpose of this Contract.
- O. Contractor shall at all times perform its obligations under this contract consistent with all applicable local, state, and federal laws.
- P. All student data, test data, specifications, financial data, electronic and other information which is provided to Contractor under this Contract shall be kept confidential. This data is not public knowledge and is being disclosed to Contractor only under the terms of this Contract. Information about students, staff or schools will not be released to people or agencies without the District's written consent. Following legal or regulatory guidelines provide the only exceptions to this policy. All reports, memoranda, notes or other documents will remain part of the District's confidential records. Data will only be released to District employees authorized by the nature of their duties to receive such information, and only with the consent of the District. All employees of the Contractor agree to abide by this confidentiality agreement.
- Q. District must provide to Contractor all data necessary for the services covered in this Contract. District acknowledges that the outcome of services will be affected by incorrect, incomplete or missing data and District will not hold the Contractor responsible for any damages caused by services performed with incorrect, incomplete or missing data. District will compensate Contractor

for services agreed to but not performed due to non-receipt of data from District. Data files must be provided in the original format provided by testing company.

Contractor:

District:

By: Leanne Holland

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

Leanne Holland VPO

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

Key Data Systems Tax ID #: 33-0984966

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



600 A Central Ave  
Lake Elsinore, CA 92530

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

*Correct Est.  
for 2013-2014*

**Estimate**

Date	Estimate No.
08/26/2014	2616
	Exp. Date

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> <li>• Services 2014-2015</li> <li>• On-site full day Professional Development by Spencer Kerrigan Dates TBD</li> </ul>	3	2,500.00	7,500.00
<b>Total</b>			<b>\$7,500.00</b>

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

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

Accepted By

Accepted Date

Thank You For Your Business!

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NO. PSA 1213016**

**WITH**

**SUSANNE SMITH ROLEY**

Professional Services Agreement No. 1213016 called for services to be rendered at the rates shown in the agreement.

The contract with Susanne Smith Roley shall be amended to include the scope of practice as shown in Exhibit A to this amendment effective July 1, 2015.

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.

**Capistrano Unified School District**

**Susanne Smith Roley**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date June 10, 2015

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



EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Susanne Smith Roley**, 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 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.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Occupational Therapy Assessment	Licensed Occupational Therapist	1,300

\_\_\_\_\_  
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 School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

#### SUSANNE SMITH ROLEY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$3,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

CONSULTANT

By: T. Fluett

Signature: Susanne Smith Roley

Name: Terry Fluett

Name: Susanne Smith Roley

Title: Director, Purchasing

Title: OTD, OTR/L, FAOTA

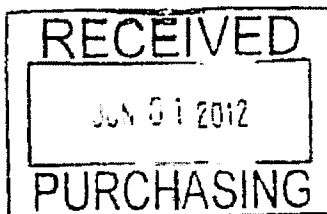
Board Approval Date: 6/11/12

Address: 15 Songbird Ln.

Aliso Viejo CA 92656

Email Address: SUSANNE SR30

FEIN/SSN: 33 0781 785 gmail.com



Professional Services Agreement  
Capistrano Unified School District



**Exhibit A**

**Fee Schedule**

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

**OCCUPATIONAL THERAPY SERVICES**

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

Consultation Hourly Rate - **\$150.00**

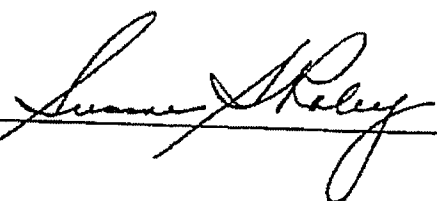
By \_\_\_\_\_ Date: \_\_\_\_\_

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By:  Date: 5.29.12



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

#### BOARD OF TRUSTEES

JOHN M. ALPAY  
PRESIDENT

LYNN MATTON  
VICE PRESIDENT

ANNA BRYSON  
CLERK

ELLEN M. ADDONIZO

AMT MANADEK

GARY PRITCHARD, Ph.D.

JIM REARDON

SUPERINTENDENT  
JOSEPH M. FARLEY, Ed.D.

April 22, 2013

Sent via e-mail [susannesr3@gmail.com](mailto:susannesr3@gmail.com)

Susanne Smith Roley  
15 Songbird Lane  
Aliso Viejo, CA 92656

**Subject: Extension of Contract No. PSA 1213016**

Dear Ms. Smith-Roley:

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

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

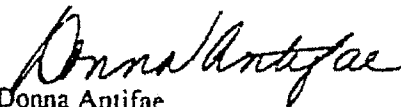
Please electronically return the fee schedule to me at [dmantifae@capousd.org](mailto:dmantifae@capousd.org) by Tuesday, April 30, 2013.

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

  
Donna Antifae  
Buyer/Planner, Purchasing

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

**EXTENSION OF AGREEMENT NO. PSA 1213016**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SUSANNE SMITH ROLEY**

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

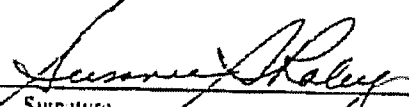
The agreement with Susunne Smith Roley shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,000.

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

Capistrano Unified School District

Susanne Smith Roley

By:   
Signature

By:   
Signature

Terry Fluent

Susanne S Roley  
Print Name

Director, Purchasing

OTD, OTR/L, FAOTA  
Title

Date: 6/6/13

Date: 5.11.13

Exhibit A

Fee Schedule

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

OCCUPATIONAL THERAPY SERVICES

Independent Educational Evaluation (IEE) - To include extended evaluation, document review, and 2 hours IEP attendance ~~\$1,400.00~~ 750.00 SSR

Consultation Hourly Rate \$150.00

*Susanne Roley*

5.11.13

*Susanne Roley*

Date: 5.29.12

**EXTENSION NO. 2 OF AGREEMENT PSA 1213016**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**SUSANNE SMITH ROLEY**


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

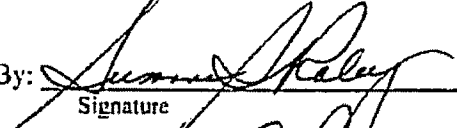
The agreement with Susanne Smith Roley shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,000.

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

**Capistrano Unified School District**

**Susanne Smith Roley**

By:   
Signature

By:   
Signature

Terry Fluent

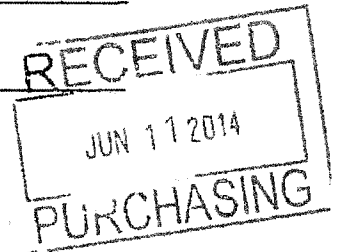
Susanne S Roley  
Print Name

Director, Purchasing

OTD, OTR/L, FAOTA  
Title

Date: 7/17/14

Date: 6.3.14



**Exhibit A**

**Fee Schedule**

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

**OCCUPATIONAL THERAPY SERVICES**

Independent Educational Evaluation (IEE) – To include extended evaluation, document review, and 2 hours IEP attendance. ~~\$1,380.00.~~ *\$1500 JSR*

Consultation Hourly Rate - \$150.00

By: *Susanne Roley* Date: *6.3.14*

**SPECIAL CONDITIONS**

**Scope of Practice and Release of Assessment Documentation**

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

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

By: *Summer Haley* OTD, OTR/L, Date: 6.3.14  
*FAOTA*



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

**WITH**

**SUSANNE SMITH ROLEY**

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

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

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

**Capistrano Unified School District**

**SUSANNE SMITH ROLEY**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

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

**Exhibit A**

**Fee Schedule**

2015-16

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

**OCCUPATIONAL THERAPY SERVICES**

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

Consultation Hourly Rate - **\$150.00**

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



**AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NO. PSA 1213027**

**WITH**

**ORANGE COUNTY THERAPY SERVICES**

Professional Services Agreement No. 1213027 called for services to be rendered at the rates shown in the agreement.

The contract with Orange County Therapy Services shall be amended to include the scope of practice as shown in Exhibit A to this amendment effective July 1, 2015.

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.

**Capistrano Unified School District**

**Orange County Therapy Services**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date June 10, 2015

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



EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Orange County Therapy Services**, 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 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.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Occupational Therapy Assessment	Licensed Occupational Therapist	800-1,060
Physical Therapy	Licensed Physical Therapist	500-1,060

\_\_\_\_\_  
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 School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

#### ORANGE COUNTY THERAPY SERVICES

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$200,000.00 in aggregate under this Agreement

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

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

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

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

DISTRICT  
By: Terry Fluett  
Name: Terry Fluett  
Title: Director, Purchasin  
Board Approval Date: 4/11/12

CONSULTANT  
Signature: Janelle Mary  
Name: J. Janelle Mary  
Title: Clinical Director  
Address: P.O. Box 73575  
San Clemente, CA 92673  
Email Address: jmorey@octherapy.com  
FEIN/SSN: 33-0851322

**EXHIBIT B**

**Scope of Practice and Release of Assessment Documentation**

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

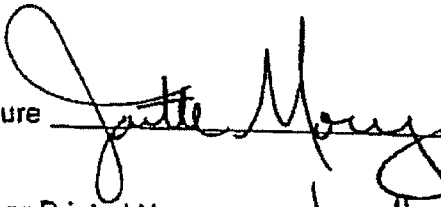
Upon completion of the independent educational evaluation, the consultant agrees to release assessment documentation including assessment protocols and written report to the DISTRICT prior to receipt of payment for services.

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

**EXHIBIT A**  
**FEE SCHEDULE**

Orange County Therapy Service  
~~29295 South Pointe Drive~~ P.O. Box 73575  
~~Laguna Hills, GA 92655~~ San Clemente, Ct 92673  
(949) 770-5843  
Email: jmore@octherapy.com

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

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

New Address  
p.o. Box 73575  
San Clemente Ct  
92673



AMENDMENT OF AGREEMENT NO. PSA 1213027

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ORANGE COUNTY THERAPY SERVICES

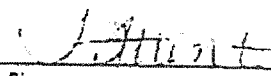
Professional Services Agreement No. PSA 1213027 called for an original contract amount of \$100,000.

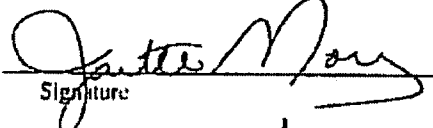
The agreement with Orange County Therapy Services shall be amended to a "not to exceed" amount of \$150,000, at the prices shown in Exhibit A to this Extension Agreement for the period of July 1, 2013 through June 30, 2014.

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

Capistrano Unified School District

Orange County Therapy Services

By:   
Signature

By:   
Signature

Terry Fluent

Janette Morey  
Print Name

Director, Purchasing

Clinical Director  
Title

Date: 4/7/13

Date: 11-1-2013



# CAPISTRANO UNIFIED SCHOOL DISTRICT

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

BOARD OF TRUSTEES  
JOHN M. ASPAY  
PRESIDENT  
LYNN HATTON  
VICE PRESIDENT  
ANNA BRYSON  
CLERK  
ELLEN M. ADDONIZO  
AMY HANACEK  
GARY PRITCHARD, PH. D.  
JIM REARDON  
SUPERINTENDENT  
JOSEPH M. FARLEY, Ed. D.

April 22, 2013

Sent via e-mail [jmorey@octherapy.com](mailto:jmorey@octherapy.com)

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

**Subject: Extension of Contract No. PSA 1213027**

Dear Ms. Morey:

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

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

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

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

Your understanding and assistance in this matter is appreciated.

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

Sincerely,

Donna Antifae  
Buyer/Planner, Purchasing

SERVING THE COMMUNITIES OF  
ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGLEI • LAS FLORES • MISSION VIEJO  
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

**EXTENSION OF AGREEMENT NO. PSA 1213027**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ORANGE COUNTY THERAPY SERVICES**

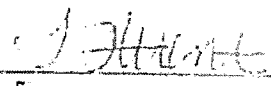
Professional Services Agreement No. PSA 1213027 called for an original contract period of July 1, 2012 through June 30, 2013.

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

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

**Capistrano Unified School District**

**Orange County Therapy Services**

By:   
Signature

By:   
Signature

Terry Fluent

JANETTE MORCY  
Print Name

Director, Purchasing

Clinical Director  
Title

Date: 5/14/13

Date: 5-14-2013

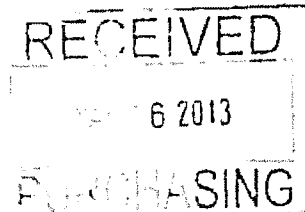


Exhibit A

**2013-2014 FEE SCHEDULE**

**ORANGE COUNTY THERAPY SERVICES**

**PO 73575**

**SAN CLEMENTE CA 92673**

**EMAIL: [jmorex@octherapy.com](mailto:jmorex@octherapy.com)**

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

**JANETTE MOREY**

**Clinical Director**

**EXTENSION NO. 2 OF AGREEMENT PSA 1213027**

**WITH**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**ORANGE COUNTY THERAPY SERVICES**

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

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

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

**Capistrano Unified School District**

**Orange County Therapy Services**

By: *Terry Fluent*  
Signature

By: *Janette Morey*  
Signature

Terry Fluent

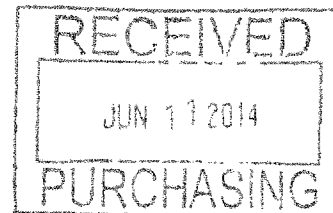
Janette Morey  
Print Name

Director, Purchasing

Clinical Director  
Title

Date: 7/30/14

Date: 6-3-2014

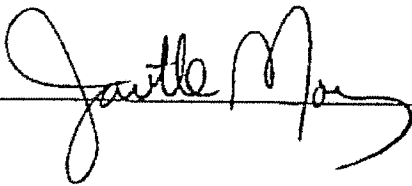


**EXHIBIT A**

**FEE SCHEDULE**

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

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

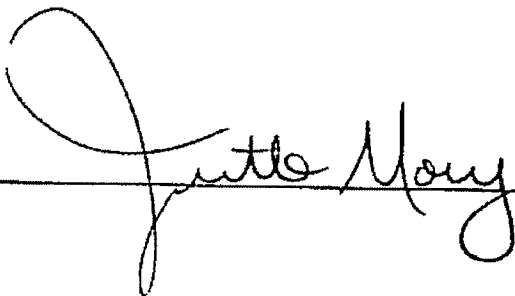
By:  Date: 6-3-2014

**SPECIAL CONDITIONS**

**Scope of Practice and Release of Assessment Documentation**

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

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

By:  Date: 6-3-2014

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

**WITH**

**ORANGE COUNTY THERAPY SERVICES**

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

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

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

**Capistrano Unified School District**

**Orange County Therapy Services**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

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



**EXHIBIT A**

**FEE SCHEDULE  
2015-16**

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

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

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

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT  
ICA NO. 1314145**

**WITH**

**NMG GEOTECHNICAL, INCORPORATED**

Agreement for Independent Contractor Agreement No. 1314145 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Independent Contractor Agreement 1314145 shall be amended to \$60,000 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on January 22, 2014, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**NMG Geotechnical, Incorporated**

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

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

Lynh N. Rust \_\_\_\_\_

\_\_\_\_\_

Print Name

Exec. Director, Contracts & Purchasing

\_\_\_\_\_

Title

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

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



**2014 PROFESSIONAL FEE SCHEDULE**

for services provided on ICA 1314145 for Esencia K-8 School

**HOURLY RATES BY STAFF CATEGORY**

Principal and Associate Engineer/Geologist .....	\$140
Project Engineer/Geologist .....	\$118
Senior Staff Engineer/Geologist .....	\$ 98
Supervisory Technician .....	\$ 98
Staff Engineer/Geologist .....	\$ 89
Senior Project Technician .....	\$ 89
Project Technician .....	\$ 82
Staff Technician .....	\$ 73
CAD Drafter/Technical Illustrator .....	\$ 73
Word Processor .....	\$ 65
Technical Assistant .....	\$ 53

**LABORATORY TESTING**

Moisture Content .....	\$ 15	Consolidation .....	\$190
Moisture Content & Density .....	\$ 25	- For time-rate, add \$35/increment	
Atterberg Limits .....	\$140	- For remolded, add \$60/specimen	
Particle-Size Sieve Analysis .....	\$ 88	- For reload, add \$100/cycle	
Finer than No. 200 Sieve .....	\$ 58	Hydroconsolidation/Collapse .....	\$120
Hydrometer Analysis .....	\$ 93	Undisturbed Direct Shear .....	\$180
Maximum Dry Density .....	\$200	Undisturbed Direct Shear - Slow .....	\$275
Maximum Dry Density with Oversize Particle .....	\$235	Remolded Direct Shear .....	\$225
Caltrans 218 Maximum Density .....	\$185	Remolded Direct Shear - Slow .....	\$350
Sand Equivalent .....	\$ 78	Residual Direct Shear .....	\$550
Soluble Sulfate Content .....	\$ 58	R-Value .....	\$230
Expansion Index .....	\$150	Asphalt Maximum Density .....	\$230
Concrete, Mortar or Grout Compression (per cylinder/cube/prism) .....	\$ 25	Gunits/Shotcrete Panel Coring & Testing .....	\$100
CMU Grouted Prisms			
- Compression Test $\leq 8" \times 8" \times 16"$ .....	\$ 180		
- Compression Test $> 8" \times 8" \times 16"$ .....	\$ 250		

**NOTES**

1. Prevailing Wage is invoiced at Supervisory Technician rate.
2. No additional charges for field vehicle usage, nuclear gauge, or overtime work (except for prevailing wage).
3. Heavy equipment (I.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
4. Delivery and outside reproduction charges will be invoiced at cost.
5. Outside laboratory test charges will be invoiced at cost.



March 19, 2015

Project No. 13036-01

To: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Attention: Mr. John Forney

Subject: Response to Request for Proposal (RFP) for Geotechnical Investigation, Proposed Ecensia Kindergarten through Eighth (K-8) School, Capistrano Unified School District, Rancho Mission Viejo, California

## INTRODUCTION

Per your request, NMG Geotechnical, Inc. (NMG) has prepared this proposal in response to the request for proposal (RFP) to perform a geotechnical investigation for the proposed Rancho Mission Viejo school site. Our understanding and approach to this request is based on review of the RFP prepared by HMC Architects and received by NMG via electronic mail on February 24, 2015; our extensive experience with numerous new school developments and school improvement projects throughout Orange and Los Angeles Counties; our understanding of the Division of the State Architect (DSA) and the California Geological Survey (CGS) requirements; and our extensive professional experience within Rancho Mission Viejo, including specific knowledge of the geotechnical conditions at the subject site.

The proposed 18±-acre school site is located in the Phase 2 grading area. NMG has already reviewed the initial mass grading plan review report prepared by the geotechnical consultant to the master developer, GMU Geotechnical, Inc. (GMU). Representatives of NMG have performed several site visits during the recently completed rough grading of the site, which included observation of remedial removal bottoms, subdrain installation, laybacks of side canyons, and overexcavation. We have also reviewed the final geotechnical report prepared by GMU documenting the rough grading operations within and adjacent to the subject site.

NMG has provided assistance to CUSD over the last 20 years evaluating potential school sites from a geotechnical standpoint. We have also been involved with due-diligence, preliminary investigation, design grading and construction of nearly all the new CUSD schools (including the three schools in neighboring Ladera Ranch and Vista del Mar in Talega) over the last 20 years.

## **PROPOSED K-8 CAMPUS**

The proposed school development, located in Rancho Mission Viejo, will consist of a K-8 campus, with several classrooms, an administration/multi-purpose building, asphalt and turf sports courts, play areas, a staff parking lot, visitor parking lot and bus turnout, a public access path, and a location for future portable classrooms. The proposed classroom and building area is on the order of 150,000 square feet. We understand a large multi-purpose/gymnasium structure for future school use will be designed, permitted and constructed by the master developer on the property to the south of the school site and CUSD will not be involved with design or development of the structure.

Since the subsurface conditions at the site consist of compacted fill ranging from 10 to 80 feet thick overlying dense sandstone bedrock, the site is not suitable to onsite infiltration of storm water. We understand a small retention system will be included in the overall project design, but that the majority of the storm water runoff will be carried to storm drain systems and ultimately tied into the storm drain system of the overall development.

The proposed campus will be designed initially for the entire development; however, we understand the initial phase of construction will include only the K-5 portion of the development for approximately 740 to 780 students. The initial construction will also include the infrastructure needed to support the ultimate K-8 campus.

## **SCOPE OF SERVICES**

Our geotechnical evaluation and preparation of the design report, including findings, conclusions and recommendations for construction, will be performed in accordance with Note 48 of the CGS in the following phases:

- Background review, including historic aerial photograph review, compilation and review of published and unpublished data, and a photo-documented site reconnaissance.
- Subsurface exploration will include staking of boring locations and meeting with representatives of Underground Service Alert (USA) and the master developer and excavation, sampling and visual logging of 25 exploratory soil borings ranging from a minimum depth of 5 feet below existing ground surface (bgs) to a maximum depth of 60 feet bgs within the proposed school development.
- Laboratory testing including: in-place moisture and density, maximum dry density, consolidation, shear strength, expansion index, corrosivity analysis, Atterberg limits, grain size analysis (including hydrometer), and R-value.
- Compilation of the collected data, preparation of a geotechnical map and geologic cross sections, preparation of the geotechnical boring logs, tabulation of laboratory testing, seismic analysis, settlement analysis, foundation design, pavement design and preparation of recommendations for construction.

- Preparation of one report to present our findings, conclusions and recommendations, along with review of the architectural plans to be submitted to the governing agency. This report will include a summary of the geologic conditions and seismic hazards relative to the site, and provide recommendations for grading, subgrade preparation, utility installation, temporary excavations, backfill and design of the foundations, retaining structures, concrete type, and pavement design.

Our scope of work does not include assessment of environmental issues (not our purview).

## **COST ESTIMATE**

NMG proposes to perform the scope of work as described above on a time-and-materials basis in accordance with our attached 2012 Professional Fee Schedule. A detailed cost breakdown is provided in Table 1 (attached) and our cost estimate for the scope of services is summarized in the table below:

<i>Task</i>	<i>Description of Item/Services</i>	<i>Cost Estimate</i>
1	Background Review and Site Reconnaissance	\$ 1,946
2	Subsurface Exploration	\$ 12,992
3	Laboratory Testing (including Corrosion Testing and Report)	\$ 9,809
4	Geotechnical Analysis and Plan Review	\$ 9,642
5	Geotechnical Design Report	\$ 3,567
6	Project Coordination and Meetings	\$ 1,400
<b>Total Cost Estimate:</b>		<b>\$ 39,356</b>

*The above costs assume Prevailing Wage applies to the drilling operators and only one comprehensive plan will be reviewed for submittal.*

## **SCHEDULE**

NMG can proceed with the work described herein based on your verbal authorization. We anticipate the background, site reconnaissance subsurface exploration will take one to two weeks to complete. The laboratory testing will take approximately three weeks and the analysis/report preparation will take four to five weeks upon completion of laboratory testing.

If you have any questions regarding this proposal, please contact our office. We appreciate the opportunity to provide our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.



Lynne Yost, CEG 2317  
Associate Geologist

LY/grd

Attachments: 2012 Professional Fee Schedule  
Table 1 – Breakdown of Estimated Costs

Distribution: (1) Addressee (via email)

**TABLE 1  
BREAKDOWN OF ESTIMATED COSTS**

13036-01  
March 19, 2015

<b>CUSD/Rancho Mission Viejo Asencia K-8 School</b>				
<b>Geotechnical Investigation and Design Services</b>				
<i>Work Category</i>	<i>Staff Level</i>	<i>Hours/Qty</i>	<i>Unit/Rate</i>	<i>Cost</i>
<b>Geotechnical Design Investigation and Reports</b>				
<b>1. Background Review and Site Reconnaissance</b>				
Historic Aerial Photograph Review	Staff	6	\$89	\$ 534
Background Review of Published/Unpublished Data	Staff	4	\$89	\$ 356
Site Reconnaissance and Photo Documentation	Staff	4	\$89	\$ 356
	Principal/Associate	5	\$140	\$ 700
			<b>Subtotal:</b>	<b>\$ 1,946</b>
<b>2. Subsurface Exploration</b>				
Stake boring locations, meet with USA	Staff	12	\$89	\$ 1,068
	Principal/Associate	8	\$140	\$ 1,120
Hollow Stem Auger Borings	Mobilization	1	\$400	\$ 400
(Assumes Prevailing Wage for Drilling Operators)	Drill Rig	24	\$300	\$ 7,200
	Staff	36	\$89	\$ 3,204
			<b>Subtotal:</b>	<b>\$ 12,992</b>
<b>3. Laboratory Testing</b>				
	Moisture/Density	125	\$25	\$ 3,125
	Maximum Dry Density	1	\$200	\$ 200
	Consolidation	3	\$190	\$ 570
	Direct Shear	4	\$225	\$ 900
	Expansion Index	5	\$150	\$ 750
	R-Value	3	\$230	\$ 690
	Grain Size	4	\$88	\$ 352
	Atterberg Limits	4	\$140	\$ 560
	Hydrometer	4	\$93	\$ 372
	Soluble Sulfate	5	\$58	\$ 290
	Corrosion Tests and Report	1	\$2,000	\$ 2,000
			<b>Subtotal:</b>	<b>\$ 9,809</b>
<b>4. Geotechnical Analysis and Plan Review</b>				
Compilation of Data	Staff	5	\$89	\$ 445
Geologic Analysis, Boring Logs, Geologic Map	Staff	35	\$89	\$ 3,115
Laboratory Data	Senior Staff	10	\$98	\$ 980
Engineering Analysis (Settlement, Design Parameters, etc.)	Staff	18	\$89	\$ 1,602
Principal/Associate Review	Principal/Associate	25	\$140	\$ 3,500
			<b>Subtotal:</b>	<b>\$ 9,642</b>
<b>5. Geotechnical Design Report</b>				
	Staff	15	\$89	\$ 1,335
	Principal/Associate	12	\$140	\$ 1,680
	Technical Illustrator	4	\$73	\$ 292
	Word Processor	4	\$65	\$ 260
			<b>Subtotal:</b>	<b>\$ 3,567</b>
<b>6. Project Coordination and Meetings</b>				
	Principal/Associate	10	\$140	\$ 1,400
			<b>Subtotal:</b>	<b>\$ 1,400</b>
			<b>TOTAL:</b>	<b>\$ 39,356</b>



**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT  
ICA1314145**

**WITH**

**NMG GEOTECHNICAL, INCORPORATED**

The Independent Contractor Agreement ICA 1314145 with Capistrano Unified School District and NMG Geotechnical, Incorporated called for an original contract period of January 23, 2014, through January 22, 2015.

The contract with Capistrano Unified School District and NMG Geotechnical, Incorporated shall be extended an additional twelve (12) months, covering the period January 23, 2015 through January 22, 2016, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$19,980.

Except as set forth in this Extension Agreement, and Board approved on January 22, 2013, all other terms of the contract remain in full force and effect.

**CONSULTANT**

**Capistrano Unified School District**

By:   
Signature

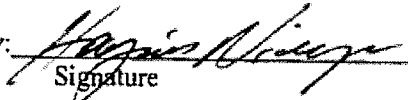
Terry Fluent  
Print name

Director, Purchasing  
Title

Date: 12/16/14

**DISTRICT**

**NMG Geotechnical, Incorporated**

By:   
Signature

Hayim Ninyo  
Print Name

President  
Title

Date: 11-25-14

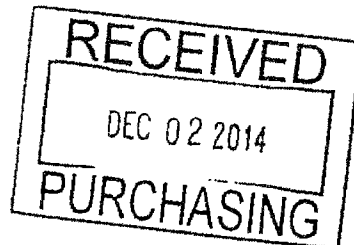




EXHIBIT A

2014

**PROFESSIONAL FEE SCHEDULE**

**HOURLY RATES BY STAFF CATEGORY**

Principal and Associate Engineer/Geologist .....	\$140
Project Engineer/Geologist .....	\$116
Senior Staff Engineer/Geologist .....	\$ 98
Supervisory Technician .....	\$ 98
Staff Engineer/Geologist .....	\$ 89
Senior Project Technician .....	\$ 89
Project Technician .....	\$ 82
Staff Technician .....	\$ 73
CAD Drafter/Technical Illustrator .....	\$ 73
Word Processor .....	\$ 65
Technical Assistant .....	\$ 53

**LABORATORY TESTING**

Moisture Content .....	\$ 15	Consolidation .....	\$190
Moisture Content & Density .....	\$ 25	- For time-rate, add \$35/increment	
Atterberg Limits .....	\$140	- For remolded, add \$50/specimen	
Particle-Size Sieve Analysis .....	\$ 88	- For reload, add \$100/cycle	
Finer than No. 200 Sieve .....	\$ 58	Hydroconsolidation/Collapse .....	\$120
Hydrometer Analysis .....	\$ 93	Undisturbed Direct Shear .....	\$180
Maximum Dry Density .....	\$200	Undisturbed Direct Shear - Slow .....	\$275
Maximum Dry Density with Oversize Particle .....	\$235	Remolded Direct Shear .....	\$225
Caltrans 216 Maximum Density .....	\$185	Remolded Direct Shear - Slow .....	\$350
Sand Equivalent .....	\$ 78	Residual Direct Shear .....	\$550
Soluble Sulfate Content .....	\$ 58	R-Value .....	\$230
Expansion Index .....	\$150	Asphalt Maximum Density .....	\$230
Concrete, Mortar or Grout Compression (per cylinder/cube/prism) .....	\$ 25	Gunite/Shotcrete Panel Coring & Testing .....	\$100
CMU Grouted Prisms			
- Compression Test ≤8" x 8" x 16" .....	\$ 180		
- Compression Test >8" x 8" x 16" .....	\$ 250		

**NOTES**

1. Prevailing Wage is invoiced at Supervisory Technician rate.
2. No additional charges for field vehicle usage, nuclear gauge, or overtime work (except for prevailing wage).
3. Heavy equipment (i.e. drill rig, backhoe, CPT) charges will be invoiced at cost.
4. Delivery and outside reproduction charges will be invoiced at cost.
5. Outside laboratory test charges will be invoiced at cost.



### INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 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").

#### NMG GEOTECHNICAL, 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 \$19,980.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing January 23, 2014 through January 22, 2015 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluent  
Name: Terry Fluent  
Title: Director, Purchasing  
Board Approval Date: 1/22/14

Signature: Hayim Ninio  
Name: Hayim Ninio  
Title: President  
Address: 17991 Fitch  
Irvine, CA 92614  
Email Address: hninio@nmggeotech.com  
FEIN SSN: 33-0613656

RECEIVED  
FEB 04 2014  
PURCHASING  
INDEPENDENT CONTRACTOR AGREEMENT No. 1314145  
CAPISTRANO UNIFIED SCHOOL DISTRICT



December 17, 2013

Project No. 13036-01

To: Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, California 92675

Attention: Mr. John Forney

Subject: Cost Estimate for Geotechnical Evaluation and Review during Rough Grading of Proposed Rancho Mission Viejo Phase 2 School Site, Capistrano Unified School District, San Juan Capistrano, California

## INTRODUCTION

Per your request, NMG Geotechnical, Inc. (NMG) has prepared this cost estimate to perform a geotechnical evaluation of the proposed Rancho Mission Viejo school site. The proposed 18±-acre school site is located in the Phase 2 grading area and NMG has already reviewed the initial mass grading plan review report prepared by the geotechnical consultant to the master developer, GMU Geotechnical, Inc. (GMU). Representatives of NMG also attended a meeting with representatives of CUSD, GMU and Rancho Mission Viejo (RMV) to discuss the geotechnical aspects of the site. We have also performed a site reconnaissance during the initial stages of rough grading of the site, which included observation of remedial removal bottoms, subdrain installation and laybacks of side canyons.

NMG has provided assistance to CUSD over the last 20 years in evaluating potential school sites from a geotechnical standpoint. We have also been involved with due-diligence, preliminary investigation, design grading and construction of nearly all the new CUSD schools (including the three in Ladera Ranch and Vista del Mar in Talega) over the last 20 years.

## SCOPE OF SERVICES

As stated above, NMG has already reviewed the mass grading plan review report and reviewed the geologic and geotechnical site conditions. NMG has also attended a team meeting prior to RMV's submittal of the rough grading plan to the County of Orange and performed an initial site visit during the early stages of rough grading. Future work will include:

- Review of the recently approved rough grading plan review report prepared by GMU with attention given to geotechnical boring logs, geologic cross-sections, laboratory

testing, and engineering analysis including soil expansion, corrosion, settlement and liquefaction analysis, and slope stability analysis.

- Frequent field visits during rough grading (weekly) to provide geotechnical observation during grading operations within the school site. NMG's review will consist of observation of the geologic conditions, review of edge and perimeter conditions, observation of subdrain installation and canyon wall laybacks, and general observation of placement of compacted fill. We will coordinate the visits with representatives of GMU.
- Review of surveyed settlement data upon completion of grading.
- Attendance at team meetings, correspondence during rough grading operations, and project management

As previously stated, rough grading has started at the subject site and NMG has performed an initial site visit/review. Due to the large size of the entire Phase 2 area, the duration of grading within the proposed school site is difficult to predict. We do understand that rough grading within the Phase 2 area is anticipated to extend for at least another year. As such and in accordance with our discussion, NMG will propose a set number of hours from which to draw from during our review of the subject grading operations.

Please note this scope of work does not include subsurface exploration, review of school district grading plans, or preparation of a geotechnical review report. Once the rough grading is more complete and a plan is generated by an architect, these tasks will need to be performed at a later date and in accordance with the California Geological Survey Note 48 and processed through the Division of the State Architect.

### COST ESTIMATE

The following table includes the estimated hours for each of the tasks listed above, including work completed to date. Our costs will accrue on a time-and-materials basis in accordance with the attached 2009 Professional Fee Schedule. Please note the rate for the estimated hours is based on \$135/hour which represents our Principal and Associate Geologist/Engineer staff level.

<i>Task</i>	<i>Hours</i>	<i>Cost</i>
1. Completed Work (Background Review, Meeting, Initial Site Visit)	16	\$ 2,160
2. Review of Rough Grading Plan Review Report	10	\$ 1,350
3. Observation during Rough Grading	90	\$12,150
4. Review of Settlement Data	18	\$ 2,430
5. Meetings Coordination Project Management	14	\$ 1,890
<b>TOTAL:</b>		<b><u>\$19,980</u></b>

13036-01  
December 17, 2013

If you have any questions regarding this cost estimate, please contact our office. We appreciate the opportunity to provide our services.

Respectfully submitted,

NMG GEOTECHNICAL, INC.

*Lynne Yost*  
Lynne Yost, CEG 2317  
Associate Geologist

WG/LY/grd

Attachment: 2009 Professional Fee Schedule

Distribution: (1) Addressee (via email)  
(1) Mr. Tim Holcomb, West Group Designs (via email)



**NMG**  
Geotechnical, Inc.

## 2009 PROFESSIONAL FEE SCHEDULE

### HOURLY RATES BY STAFF CATEGORY

Principal and Associate Engineer/Geologist .....	\$135
Project Engineer/Geologist .....	\$112
Senior Staff Engineer/Geologist .....	\$ 95
Supervisory Technician .....	\$ 95
Staff Engineer/Geologist .....	\$ 85
Senior Project Technician .....	\$ 85
Project Technician .....	\$ 78
Staff Technician .....	\$ 69
CAD Drafter/Technical Illustrator .....	\$ 69
Word Processor .....	\$ 62
Technical Assistant .....	\$ 50
Prevailing Wage (Field Soil Technician) .....	\$ 95

### LABORATORY TESTING

Moisture Content .....	\$ 14	Consolidation .....	\$185
Moisture Content & Density .....	\$ 24	- For time-rate add \$35/increment	
Atterberg Limits .....	\$135	- For remolded add \$50/specimen	
Particle-Size Sieve Analysis .....	\$ 85	- For reload add \$100/cycle	
Finer than No. 200 Sieve .....	\$ 55	Hydroconsolidation/Collapse .....	\$110
Hydrometer Analysis .....	\$ 90	Undisturbed Direct Shear .....	\$170
Maximum Dry Density .....	\$195	Undisturbed Direct Shear - Slow .....	\$275
Maximum Dry Density with Oversize Particle .....	\$230	Remolded Direct Shear .....	\$225
Caltrans 216 Maximum Density .....	\$180	Remolded Direct Shear - Slow .....	\$350
Sand Equivalent .....	\$ 75	Residual Direct Shear .....	\$550
Soluble Sulfate Content .....	\$ 55	R-Value .....	\$220
Expansion Index .....	\$145	Asphalt Maximum Density .....	\$220
Concrete, Mortar or Grout Compression (per cylinder/cube/prism) .....	\$ 25	Gunite/Shotcrete Panel Coring & Testing .....	\$100
CMU Grouted Prisms			
- Compression Test ≤8" x 8" x 16" .....	\$ 180		
- Compression Test >8" x 8" x 16" .....	\$ 250		

### NOTES

- 1 No additional charges for field vehicle usage nuclear gauge or overtime work
- 2 Heavy equipment (i.e. drill rig backhoe CPT) charges will be invoiced at cost
- 3 Delivery and outside reproduction charges will be invoiced at cost
- 4 Outside laboratory test charges will be invoiced at cost

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
CONTRACT NO. PSA 1314158**

**WITH**

**ABBY ROZENBERG**

Professional Services Agreement No. PSA 1314158 called for services to be rendered at the rates shown in the agreement.

The contract with Abby Rozenberg shall be amended to reflect the scope of practice as shown in Exhibit A to this Amendment No. 1 effective July 1, 2015.

Except as set forth in this Amendment, 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: June 10, 2015

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, **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 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.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Speech Language Assessment	Credentialed Speech Pathologist	1,000-1,800

\_\_\_\_\_  
Consultant

\_\_\_\_\_  
Date

**Received by:**

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Date

EXHIBIT A

Amended

FEE SCHEDULE

2015-16

Abby Rozenberg  
2900 Bristol Street, Suite B103  
Costa Mesa, CA 92626  
(714)540-0730  
(714)540-0742 FAX  
[arozenbergslp@sbcglobal.net](mailto:arozenbergslp@sbcglobal.net)

Speech and Language Evaluations (will range depending on length of assessment)  
\$1,000.00 - \$1,800.00

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

**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 8103  
Costa Mesa, CA 92626  
(714)540-0730  
(714)540-0742 FAX  
[arozenberg@sbceglobal.net](mailto:arozenberg@sbceglobal.net)

Speech and Language Evaluations (will vary 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.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
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.

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

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

DISTRICT  
By: Terry Fluett  
Name: Terry Fluett  
Title: Director, Purchasing  
Board Approval Date: 2/12/14

CONSULTANT  
Signature: Abby Rozenberg  
Name: Abby Rozenberg  
Title: SVP  
Address: 2917 Bristle St Bldg  
Costa Mesa, CA 92626  
Email Address: arozenberg@global.net  
FEIN/SSN: 52-5650106

Stamp: FEB 11 2014 PURCHASING

Professional Services Agreement 1314158  
Capistrano Unified School District

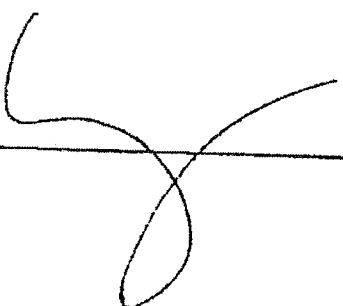
EXHIBIT A  
FEE SCHEDULE

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 vary 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: \_\_\_\_\_



**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: Terry Fluent  
Signature

By: [Signature]  
Signature

Terry Fluent  
Print Name

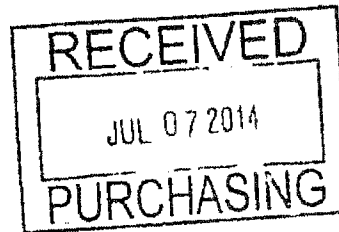
Abby Rozenberg  
Print Name

Director, Purchasing  
Title

[Signature]  
Title

Date: 7/18/14

Date: 6/24/14



**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 vary depending on length of assessment)  
\$1,000.00 - \$1,400.00**

**IEP attendance, expert testimony, consultation, school observation \$135.00 per hour**

**By: \_\_\_\_\_ Date: \_\_\_\_\_**



**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT  
CONTRACT NO. MCA 1415183**

**WITH**

**HEARTSPRING, INCORPORATED**

Master Contract Agreement No. MCA 1415183 called for services to be rendered at the rates shown in the agreement.

The contract with Heartspring, Incorporated shall be amended to reflect the special conditions as shown in Exhibit A to this Amendment No. 1 effective February 26, 2015.

Except as set forth in this Amendment, and Board approved on February 25, 2015, all other terms of the contract remain in full force and effect.

**Capistrano Unified School District**

**Heartspring, Incorporated**

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

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

Lynh N. Rust

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

Executive Director, Contracts & Purchasing

\_\_\_\_\_  
Title

Board Approval Date: June 10, 2015

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

EXHIBIT A

Capistrano USD and Heartspring, Inc.  
2014-2015 Master Contract Amendment

Capistrano Unified School District and Heartspring, Inc. hereby agree to amend Master Contract MCA 1415183 for 2014-2015 pursuant to the provisions of Section 5 as follows:

Section 7.c – Delete this section and replace with "The term 'credential' means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of the Kansas State Department of Education."

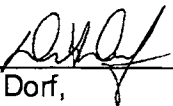
Section 15. - First paragraph – Delete the word "California" and replace with "Kansas".

Section 25. – Remove reference to President's Day and Veteran's Day which are not recognized as legal holidays.

Section 29 – Insert the words "via telephone" following "mandated meetings" in the first sentence.

Section 43 – Delete this section and replace with "CONTRACTOR shall satisfy the Kansas State Meal Program Requirements under the jurisdiction of the Kansas State Department of Education".

Section 45 – Replace references to the California Department of Justice and CDOJ with Kansas Bureau of Investigation and KBI respectively.

  
\_\_\_\_\_  
David Dorf, (date) 5-11-15  
VP of Finance  
Heartspring, Inc.

\_\_\_\_\_  
LEA, (date)  
Capistrano Unified School District

\_\_\_\_\_  
Name and Title of Authorized Representative



**MASTER CONTRACT AGREEMENT \***

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of February 26, 2015 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

**HEARTSPRING, INCORPORATED**

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 February 26, 2015 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"**

**"CONTRACTOR"**

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

By: David Dorf  
Name: David Dorf  
Title: VP of Finance  
Email address ddorf@heartspring.org  
FEIN/SSN 48-0561969

**EXHIBIT A: RATES**

**CONTRACTOR** Heartspring, Inc. **CONTRACTOR NUMBER** 77-76422- 2014-2015  
6131106  
**(NONPUBLIC SCHOOL OR AGENCY)** **(CONTRACT YEAR)**

**Per CDE Certification, total enrollment may not exceed** 7 Classrooms **If blank, the number shall be as determined by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$11,000</u>	<u>Month</u>
<u>Basic Education Program/Dual Enrollment</u>		

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

**B. Related Services**

(1) a. Transportation – Round Trip		
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Group Psychotherapy	\$80.00	Per hour
(3) a. Individual/Family Psychotherapy	\$190.00	Per hour
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	\$190.00	Per hour
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Classroom Intensive-staffing	\$2500.00	Per month
(7) a. Occupational Therapy – Individual	\$190.00	Per hour
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy	\$190.00	Per hour
(9) a. Behavior Intervention		
b. Behavior Intervention – Supervision		
Provided by: _____		
(10) Nursing Services		
(12) Residential Board and Care		
(13) Residential Mental Health Services	\$13,700	Per month

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

\*\*By credentialed Special Education Teacher.

**AMENDMENT NO. 1 TO FIELD SERVICE AGREEMENT  
FSA NO. 1415198**

**WITH**

**REVEL ENVIRONMENTAL MANUFACTURING, INCORPORATED**

Agreement for Independent Contractor Agreement No. 1415198 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Field Service Agreement 1415198 shall be amended to \$42,681.28 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on April 22, 2015, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Revel Environmental  
Manufacturing, Incorporated**

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

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

Lynh N. Rust \_\_\_\_\_

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

Exec. Director, Contracts & Purchasing

\_\_\_\_\_   
Title

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

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



Revel Environmental Manufacturing, Inc.  
 960 - B Detroit Ave.  
 Concord, CA 94518



# INVOICE

DATE 4/21/2015 INVOICE NO. 28095

PH (888) 526-4736 FAX (925) 676-8676  
 Lic. No. 857410

**BILL TO:**

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

**SHIP TO:**

Capistrano San Juan High School  
 29211 Vista Montana  
 San Juan Capistrano, Ca  
 Maintenance & Operations

P.O. NUMBER		TERMS	REP	SHIP	VIA	F.O.B.	
PR430017		Net 30	BM	4/16/2015	Company Trk.		
QTY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT	
2	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)			298.00	596.00T	
1	Installation Chg	Furnish and Install Model: Sales Tax			264.00 8.00%	264.00 47.68	

It's been a pleasure working with you!  
 Please remit to above address.

**TOTAL** \$907.68



***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

April 13,, 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 36 (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 – 36 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.**

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

**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 3<sup>rd</sup> Party Compliance Reporting provided for municipal inspection and tracking.

**Cost Summary:**

<b>Annual Services Provided</b>	<b>Total Cost</b>
<b>Complete Filter Maintenance ( 36 units x \$58/ filter) x 2/yr</b>	\$4176.00
Debris Removal & Disposal	Included
Media Recharge & Recycle	Included
<b>Extended Filter Warranty (REM Triton Filters)</b>	Included
<b>Interceptor Inspection/Service (1 unit x \$195 x 2/yr)</b>	\$390.00
<b>Dated Lock-out Service Tags</b>	Included
<b>3<sup>rd</sup> Party Reporting &amp; Archiving</b>	Included
<b>Total Annual Cost</b>	<b>\$4566.00</b>
<b>*Additional costs for vault pump-out services are quoted as needed determined by inspections and performed only after approval from customer.</b>	

**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 [bndeweess@capouud.org](mailto:bndeweess@capouud.org)

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

**Estimate Date:** April 13, 2015 (Estimate valid for 60 days)

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

**This agreement is hereby accepted:**

BY: \_\_\_\_\_  
Property Owner Authorized Signature

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
REM Inc. Authorized Signature

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 Revel Environmental Manufacturing, 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 \$41,541.60 the following:  
San Juan Hills High School and Education Center - Storm drain clean out and filter replacement. Yearly inspection and maintenance 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:

- W-9 Request for Taxpayer Identification Number and Certification
- Quote/Proposal, dated 1/22/2015
- 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 857410
- Drug-Free Workplace Certification
- Tobacco Use Policy
- DIR Registrations No. 1000001340
- 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

Robert Marchant  
Print Name

Regional Manager  
Title

857410  
Contractor's License No.

91-1778041  
Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement  
Capistrano Unified School District

Exhibit A

Revel Environmental Manufacturing, Inc.

960 - B Detroit Ave.  
Concord, CA 94518

**ESTIMATE**

DATE	ESTIMATE NO.
1/22/2015	8491

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

<b>Project / Location</b>
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, permitted confined space entry equipment and procedures as needed.  Scope of work: Complete interceptor vault pump down and power wash, manifested disposal of approximately 11 yds 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

*Handwritten signature and date: 1/26/15*

If you have any questions regarding this quote, please don't hesitate to call	<b>Subtotal</b>	\$7,148.00
	<b>Sales Tax (8.0%)</b>	\$0.00
	<b>TOTAL</b>	\$7,148.00



**REM**

www.remfilters.com

**Revel Environmental Manufacturing Inc.**

sales@remfilters.com (888) 526-4736 Lic. No. 857410

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
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	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

		<b>Subtotal</b>
To confirm and place order, please sign and return via fax to (714) 557-2679		<b>Sales Tax (8.0%)</b>
		<b>TOTAL</b>

Date: \_\_\_\_\_ PO#: \_\_\_\_\_

By (printed name): \_\_\_\_\_

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

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





**REM**  
www.remfilters.com

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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
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	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. <i>300 FT Trench</i> (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

*PO 1/22/15*

<b>Subtotal</b>	\$16,104.00
<b>Sales Tax (8.0%)</b>	\$1,119.36
<b>TOTAL</b>	\$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.**

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

**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 3<sup>rd</sup> Party Compliance Reporting provided for municipal inspection and tracking.

**Cost Summary:**

<b>Annual Services Provided</b>	<b>Total Cost</b>
<b>Complete Filter Maintenance ( 34 units x \$58/ filter) x 2/yr</b>	\$3944.00
Debris Removal & Disposal	Included
Media Recharge & Recycle	Included
<b>Extended Filter Warranty (REM Triton Filters)</b>	Included
<b>Interceptor Inspection/Service (1 unit x \$195 x 2/yr)</b>	\$390.00
<b>Dated Lock-out Service Tags</b>	Included
<b>3<sup>rd</sup> Party Reporting &amp; Archiving</b>	Included
<b>Total Annual Cost</b>	<b>\$4334.00</b>
*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 [bwdeewees@capouud.org](mailto:bwdeewees@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:  1/22/14  
Property Owner Authorized Signature

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
REM Inc. Authorized Signature

DATE: \_\_\_\_\_

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



**REM**  
www.remfilters.com

**Revel Environmental Manufacturing Inc.**  
sales@remfilters.com (888) 526-4736 1st. No. 857A10

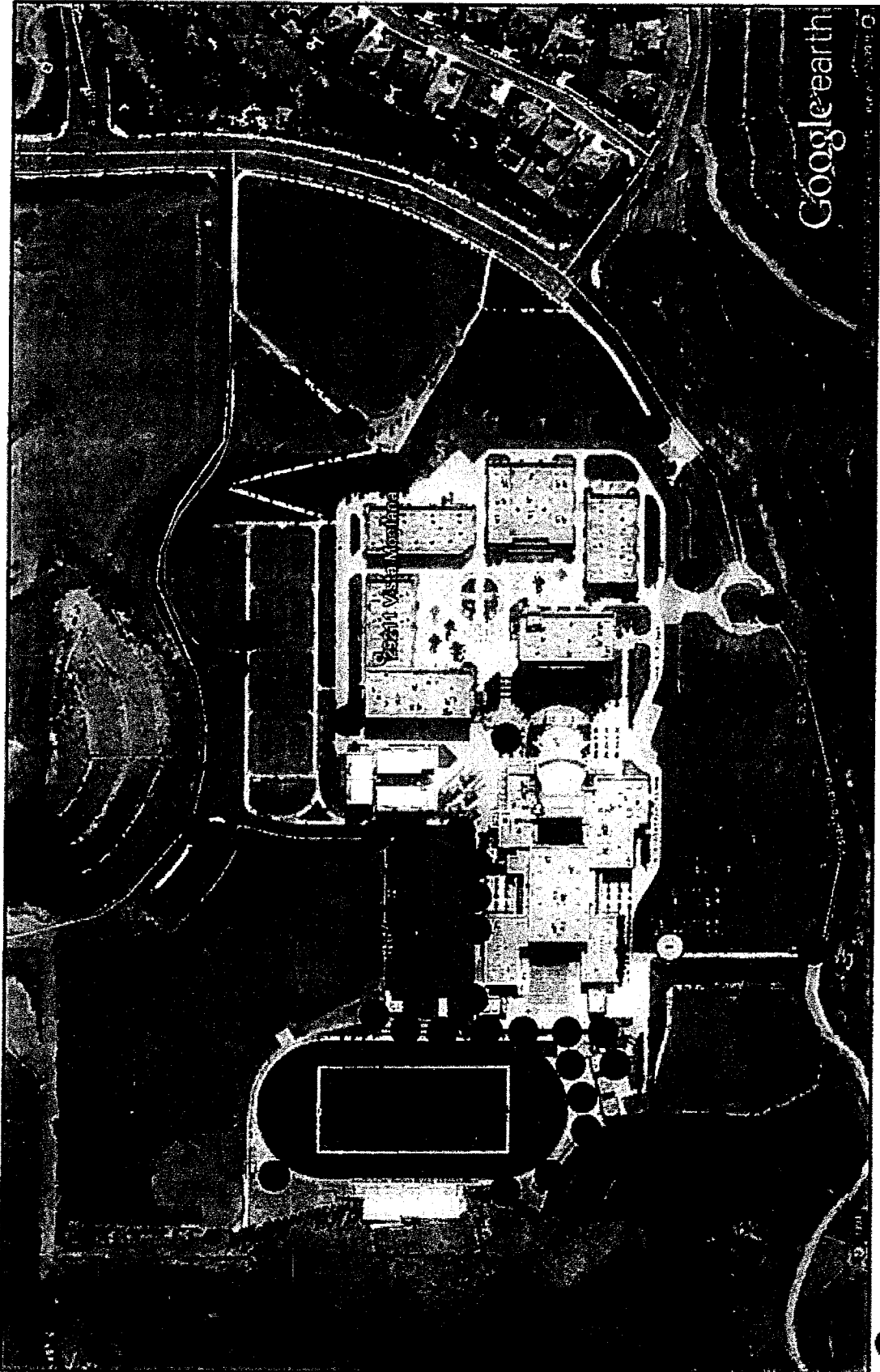
Northern California  
960-B Detroit Avenue  
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P: (925) 676-4736  
F: (925) 676-8676

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

**REM Inc. – Stormwater BMP Site Map**

# Capistrano Unified School District

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



● - TRITON Catch Basin Filter Insert Location

○ - Stormceptor Location



**REM**  
www.remfilters.com

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sales@remfilters.com (888) 526-4736 Lic. No. 857410

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960-B Detroit Avenue  
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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	978.00

*Handwritten signature and date: 1/23/15*

<b>Subtotal</b>		\$1,626.00
<b>Sales Tax (8.0%)</b>		\$78.24
<b>TOTAL</b>		\$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

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

<b>Project / Location</b>
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, permitted 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 yds 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  <i>1/23/15</i>		0.00	0.00

If you have any questions regarding this quote, please don't hesitate to call		<b>Subtotal</b>	\$9,236.00
		<b>Sales Tax (8.0%)</b>	\$0.00
		<b>TOTAL</b>	\$9,236.00



**Revel Environmental Manufacturing Inc.**

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sales@remfilters.com  
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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.

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



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 3<sup>rd</sup> Party Compliance Reporting provided for municipal inspection and tracking.

Cost Summary:

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

 1/23/15

**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 [bdeweess@capouud.org](mailto:bdeweess@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: \_\_\_\_\_  
Property Owner Authorized Signature

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
REM Inc. Authorized Signature

DATE: \_\_\_\_\_

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



**Revel Environmental Manufacturing Inc.**

11 N. B. 10

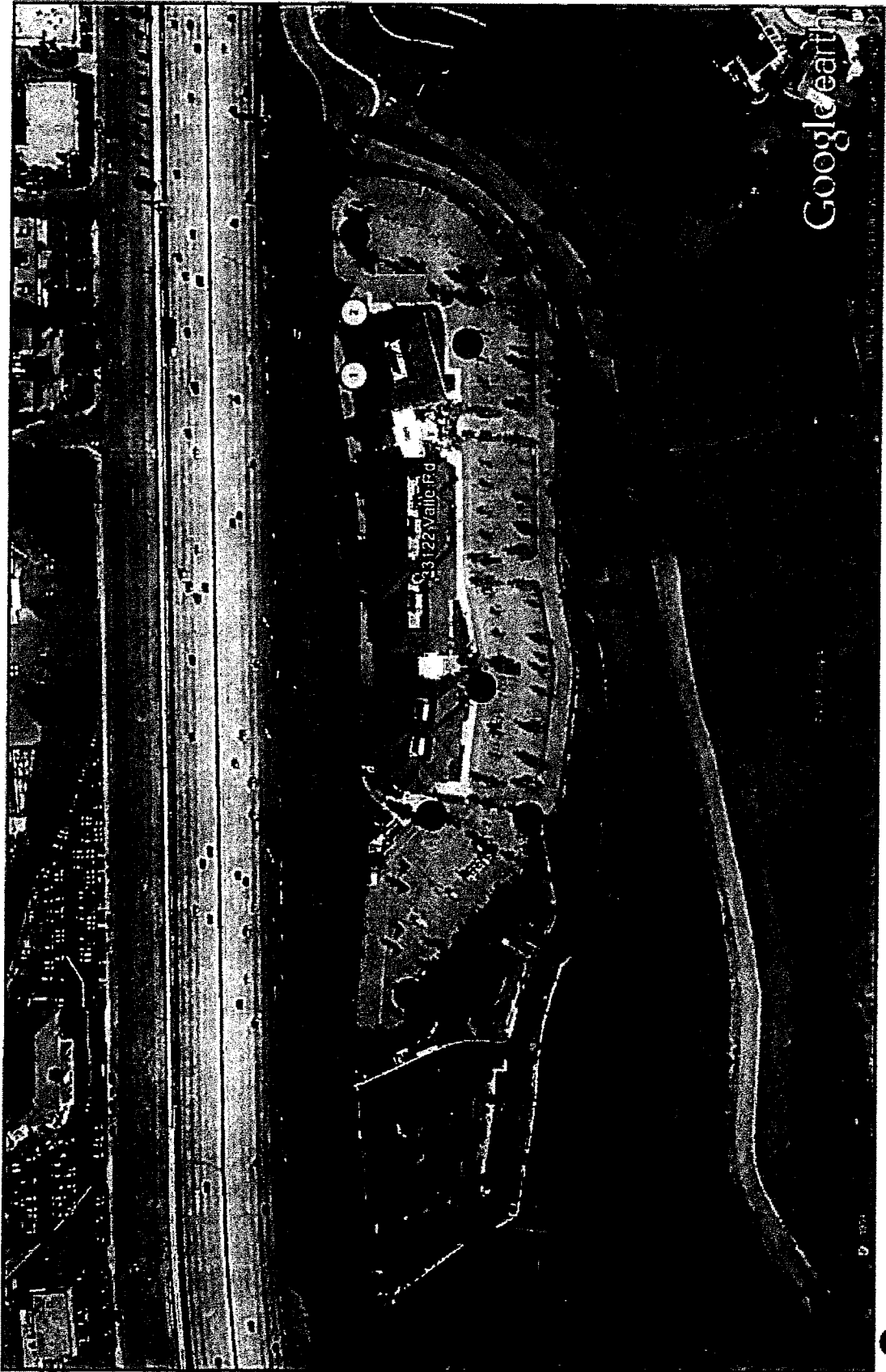
Northern California  
960 B Detroit Avenue  
Concord, California 94 18  
P: (925) 6 6-4 36  
F: (925) 676-8676

Southern California  
7110 South Grand Avenue  
Santa Ana, California 92705  
P: (714) 557-2676  
F: (714) 557-2679

**REM Inc. -- Stormwater BMP Site Map**

# Capistrano Unified School District

Education Center  
33122 Valle Rd  
San Juan Capistrano Ca



● - TRITON Catch Basin Filter Insert Location

○ - CDS Location

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**RESOLUTION NO. 1415-44**

**AUTHORIZATION OF TEMPORARY TRANSFER REQUEST**

*WHEREAS*, the Capistrano Unified School District (the District) desires to request the County Treasurer to make temporary transfers (the Transfer) of monies to meet its current maintenance expenses for fiscal years 2015-2016, 2016-2017, 2017-2018, and 2018-2019; and

*WHEREAS*, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

*WHEREAS*, pursuant to California Constitution Article XVI, Section 6 and Education Code section 42620, the total amount that may be temporarily transferred to the District may not exceed 85 percent of the anticipated revenues which will accrue to the District during the fiscal year ("FY"); and

*WHEREAS*, the District has not issued, nor will issue, a TRAN or other borrowing or any kind or nature for the purpose of funding the District's short term cash flow, which is outstanding in whole or in part, while a Transfer is outstanding; and

*WHEREAS*, any Transfer to the District will be made from and limited to the total funds on deposit with the Treasurer for all of the Orange County school and community college districts excluding debt service and bond project funds.

*NOW, THEREFORE, BE IT RESOLVED* this Board does hereby:

1. Find and determine that the Transfers are in the public interest and serve a valid public purpose.
2. The Board of Trustees hereby requests transfers of monies from the

EXHIBIT 23

Exhibit A

total funds on deposit with the Treasurer for all of the Orange County school and community college districts to the District to cover the District's current maintenance expenses for FY 2015-2016, FY 2016-2017, FY 2017-2018, and FY 2018-2019. The amount of any Transfer cannot exceed 85 percent of the anticipated revenues which will accrue to the District during the fiscal year. This amount shall be certified by the District and the actual amount of any Transfer(s) will be approved, if at all, in the discretion of the County Treasurer, exercising her trust and fiduciary duties with respect to protecting the total funds on deposit with the Treasurer for all of the Orange County School and Community College districts from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers. The District Deputy Superintendent, Business and Support Services, is hereby authorized and directed for and on behalf of the District to formally request a Transfer in an amount and upon a date designated by the District Deputy Superintendent, Business and Support Services not to exceed the limitations to such Transfer as provided herein.

3. For FY 2015-2016, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2015, nor later than April 25, 2016. The Transfer shall be repaid no later than October 31, 2016.

4. For FY 2016-2017, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2016, nor later than April 24, 2017. The Transfer shall be repaid no later than October 31, 2017.

5. For FY 2017-2018, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2017, nor later than April 30, 2018. The Transfer shall be repaid no later than October 31, 2018.

6. For FY 2018-2019, the District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2018, nor later than April 29, 2019. The Transfer shall be repaid no later than October 31, 2019.

7. It is hereby requested that the Treasurer deposit Transfer installments to the District in the General Fund. All Transfers installments to the District will be made from and limited to the total funds on deposit with the Treasurer for all of the Orange County School and Community College districts excluding debt service and bond project funds.

8. The monies transferred to the District shall be repaid to the Treasurer from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Compound interest on any Transfer installment will accrue and be payable by the District at a rate equal to the gross pool rate the District is earning for the same period plus a liquidity fee not to exceed 10 basis points, to be set annually by the Treasurer, from the date of the Transfer until the entire Transfer and applicable interest is repaid.

9. The District agrees to reimburse the County for its actual costs in reviewing, processing, and administering the District's Transfer request. The District agrees to pay such costs as provided for in Section 5 of the Temporary Transfer Agreement.

10. The monies transferred to the District will be repaid to the Treasurer from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Full repayment of any Transfer shall be made no later than October 31 following each fiscal year. The District understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the District to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. In furtherance of the District's repayment obligations, District hereby grants the County a first lien and pledge of all District revenues accruing to the District for the purpose of repayment of the Transfer(s).

11. The District Board of Trustees hereby determines that it can meet its financial obligations as set forth in the Temporary Transfer Agreement presented to this Board. The Temporary Transfer Agreement is hereby approved and the District Deputy

Superintendent, Business and Support Services is hereby authorized and directed to execute the Temporary Transfer Agreement on behalf of the District.

12. The Clerk/Secretary of the Board of Trustees is hereby directed to submit a certified copy of this Resolution to the Orange County Treasurer-Tax Collector.

13. This resolution shall take effect immediately.

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 10<sup>th</sup> day of June, 2015, by a roll call vote.

---

Martha McNicholas  
Clerk of the Board of Trustees

---

Kirsten M. Vital  
Superintendent  
Secretary of the Board of Trustees

**RESOLUTION OF THE BOARD OF SUPERVISORS OF  
ORANGE COUNTY, CALIFORNIA**

March 10, 2015

WHEREAS, various school districts and community college districts (the "District" or "Districts") within the County of Orange have requested that the County Treasurer make temporary transfers (the "Transfer" or "Transfers") of monies to meet their current maintenance expenses; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make such temporary transfers of monies, as further specified therein, upon resolution adopted by this Board of Supervisors ("Board") authorizing such temporary transfers; and

WHEREAS, pursuant to California Constitution Article XVI, Section 6 and Education Code section 42620, the total amount that may be temporarily transferred to a District may not exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year ("FY"); and

WHEREAS, the Board of Supervisors desires to authorize the Treasurer to make Transfers to the Districts for FY 2015-2016, FY 2016-2017, FY 2017-2018, and FY 2018-2019, make such findings and determinations and provide for the repayment of the Transfers, all in accordance with the California Constitution and other applicable law; and

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Finds and determines that the Transfers to Districts are in the public interest and serve a valid public purpose.
2. The Transfers of monies to Districts is hereby approved for FY 2015-2016, FY 2016-2017, FY 2017-2018, and FY 2018-2019.



3. The County Treasurer is hereby authorized and directed to make Transfers to Districts, from the total funds on deposit with the Treasurer for all of Orange County school districts and community college districts excluding debt service and bond project funds of such districts, provided the Treasurer determines, in addition to exercising her trust and fiduciary duties with respect to protecting the total funds on deposit with the Treasurer for all Orange County school districts and community college districts from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers. The Treasurer shall make Transfers only to those Districts which can demonstrate an ability to meet their financial obligations under a Temporary Transfer Agreement and funds to be transferred cannot exceed 85% of the anticipated revenues accruing to the District for that fiscal year. This statement and amount shall be certified by the District and by the Superintendent of Schools if applicable and must be accompanied by a copy of the resolution from the District authorizing the Transfer Agreement with the Treasurer.

4. For FY 2015-2016, Transfer(s) to a District may be made by the Treasurer in one or more installments and shall not be made prior to July 1, 2015, nor later than April 25, 2016. Any Transfer made in FY 2015-2016 shall be repaid no later than October 31, 2016.

5. For FY 2016-2017, Transfer(s) to a District may be made by the Treasurer in one or more installments and shall not be made prior to July 1, 2016, nor later than April 24, 2017. Any Transfer made in FY 2016-2017 shall be repaid no later than October 31, 2017.

6. For FY 2017-2018, Transfer(s) to a District may be made by the Treasurer in one or more installments and shall not be made prior to July 1, 2017, nor later than April 30, 2018. Any Transfer made in FY 2017-2018 shall be repaid no later than October 31, 2018.

7. For FY 2018-2019, Transfer(s) to a District may be made by the Treasurer in one or more installments and shall not be made prior to July 1, 2018, nor later than April 29, 2019. Any Transfer made in FY 2018-2019 shall be repaid no later than October 31, 2019.

8. A Transfer to a District will be made from and limited to the total funds on deposit with the Treasurer for all of Orange County School and Community College districts excluding all debt service and bond project funds.

9. The monies transferred to a District pursuant to this Resolution shall be repaid to the Treasurer from the first revenues accruing to the borrowing District before any other obligation of such District is met from such revenue. Compound interest on any Transfer installment will accrue and be payable monthly by the District at a rate equal to the gross pool rate the District is earning for the same period plus a liquidity fee not to exceed 10 basis points, to be set annually by the Treasurer, from the date of the Transfer until the entire Transfer and applicable interest is repaid.

10. The District also agrees to reimburse the County for its actual costs in reviewing, processing, and administering the District's Transfer request.

11. The Form of Temporary Transfer Agreement is hereby approved in the form presented, and the County Treasurer is hereby authorized and directed to execute Temporary Transfer Agreements on behalf of the County.

12. This resolution shall take effect immediately.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on March 10, 2015, to wit:

AYES: Supervisors: LISA A. BARTLETT, ANDREW DO, MICHELLE STEEL  
SHAWN NELSON, TODD SPITZER  
NOES: Supervisor(s):  
EXCUSED: Supervisor(s):  
ABSTAINED: Supervisor(s):

CHAIRMAN




STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

I, ROBIN STIELER, Interim Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors .

IN WITNESS WHEREOF, I have hereto set my hand and seal.



  
ROBIN STIELER  
Interim Clerk of the Board  
County of Orange, State of California

Resolution No: 15-016  
Agenda Date: 03/10/2015  
Item No: 20



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Orange County, State of California

Robin Stieler, Interim Clerk of the Board of Supervisors

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

## TEMPORARY TRANSFER AGREEMENT

This Temporary Transfer Agreement (the "Agreement") is made and effective this \_\_\_ day of \_\_\_\_, 20[\_\_\_], by and between the County of Orange, California (the "County") and Capistrano Unified School District (the "District").

### RECITALS

WHEREAS, by Resolution No. 1415-44 of its Board of Trustees (attached as Exhibit A hereto), the District has requested the County Treasurer to make a temporary transfer (the "Transfer") of monies to meet its current maintenance expenses; and

WHEREAS, the District has not issued, nor will issue, a TRAN or other borrowing of any kind or nature for the purpose of funding the District's short term cash flow, which is outstanding in whole or in part, while a Transfer is outstanding; and

WHEREAS, California Constitution Article XVI, Section 6, provides that the County Treasurer shall have the power and the duty to make temporary transfers of monies, as further specified therein, upon the resolution of the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, the Board of Supervisors by Resolution No. 15-016 (attached as Exhibit B hereto) has authorized the Treasurer to make the Transfer to the District in accordance with the terms of such Resolution; and

WHEREAS, this Agreement represents the agreement of the County and the District with respect to the Treasurer's making the Transfer and its repayment by the District.

### AGREEMENT

Section 1. ***Transfer; Timing.*** Upon receipt of the District's written request (Exhibit C) certified by the District and the Superintendent of Schools, if applicable, the Treasurer will review the request and determine, in addition to exercising her trust and fiduciary duties with respect to protecting all of the Orange County school districts and community college districts participants from any principal loss and ensuring adequate liquidity to meet operating cash needs, that such monies are available for such Transfers, whether to make such Transfer to the District in the amount requested, as soon as reasonably possible, *provided, however*, that in no event shall the total amount of all Transfers within the fiscal year exceed 85% of the anticipated revenues which will accrue to the District during the fiscal year. No Transfer attributable to a subsequent fiscal year will be made prior to the full and complete repayment of all outstanding Transfers.

An authorized Transfer may be made to the District in one or more installments.

No Transfer shall be made prior to July 1 of the fiscal year (July 1 through June 30) for which the Transfer is made or after the last Monday in April of the then current fiscal year.

The Transfer will be made from and limited to the total funds on deposit with the Treasurer for all of Orange County school districts and community college districts excluding debt service and bond project funds of such districts.

Section 2. **Deposit of Transfer; Interest.** Any Transfer made by the Treasurer to the District shall be directly deposited in the District's General Fund (the "Fund") for the purpose of the District meeting its maintenance obligations. Compound interest on any Transfer will accrue and be payable monthly by the District at a rate equal to the gross pool rate the District is earning for the same period plus a liquidity fee not to exceed 10 basis points, to be set annually by the Treasurer, from the date of the Transfer until the entire Transfer and applicable interest is repaid.

Section 3. **Repayment; Pledge and Lien.** (a) Repayment of the Transfer will be made in accordance with the following repayment schedule: [INSERT] (b) If the District shall fail to make any payment(s) required under Section 3 (a), the monies transferred to the District will be repaid to the Educational Investment Pool from the first revenues accruing to the District before any other obligation of the District is met from such revenue. Full repayment of any Transfer shall be made no later than October 31 following each fiscal year. Notwithstanding anything to the contrary herein, the District understands and agrees that repayment of any and all Transfers is an obligation imposed by law and the obligation of the District to make payments with respect to such Transfer(s) is absolute and unconditional, payable from lawfully available funds of the District. In furtherance of the District's repayment obligations, District hereby grants the County a first lien and pledge of all revenues accruing to the District for the purpose of repayment of the Transfer(s).

Section 4. **District Covenants.** The District hereby represents and covenants with the County at the time each Transfer is made, the following:

- (a) That the District's Anticipated Revenue Calculation and Remaining General Fund Revenue Calculation for Fiscal Year 20\_\_-20\_\_, as provided for in Exhibit C attached hereto, represents the District's best estimate of anticipated revenues accruing and remaining revenues accruing to the District during the fiscal year.
- (b) In the aggregate, the amount of Transfers made to the District during Fiscal Year 20\_\_-20\_\_ do not exceed 85 percent of the anticipated revenues accruing to the District for such Fiscal Year.

- (c) The District has not issued, nor will issue, any TRANs, or other borrowing of any kind or nature for the purpose of funding the District's short term cash flow, while a Transfer is outstanding.
- (d) The District has the ability to meet its financial obligations under this Agreement.

The County may rely upon Exhibit C in connection with any Transfer sizing.

Section 5. **Reimbursement of County Costs.** In further consideration of the Transfer(s) made to the District in accordance with this Agreement, the District agrees to reimburse the County for its actual costs in processing the District's Transfer request. These costs relate to the processing, analysis, documentation, legal services and administration for each Transfer request. These costs shall be directly withdrawn from the Fund designated by the District in Section 2 above on the date the Transfer is deposited or on a monthly basis for transaction related fees.

Section 6. **Notices.** Any and all notices between the County and the District provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly given when personally delivered to one of the parties or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party at the following address:

**If to the County:**

County of Orange  
Attention: Shari Freidenrich, Treasurer-Tax Collector  
P.O. Box 4515  
Santa Ana, CA 92702-4515  
Telephone: (714) 834-7625 Facsimile: (714) 834-2912

**If to District:**

Capistrano Unified School District  
Attention: Clark Hampton, Deputy Superintendent, Business and Support Services  
33122 Valle Road  
San Juan Capistrano, CA 92675  
Telephone: (949) 234 9211 Facsimile: (949) 493 3728

Section 7. **Governing Law, Venue and Entire Agreement.** This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree

to and do hereby submit to the jurisdiction of such court, withstanding Code of Civil Procedure Section 394.

Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering into this Agreement, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

This Agreement constitutes the entire agreement between the County and the District with respect to the Transfer and supersedes any previous agreement(s), negotiations, proposals or understanding, whether written or oral concerning such matter, unless expressly included in this Agreement.

Section 8. **Dispute Resolution.** In the event of any dispute regarding this Agreement or any Transfer made hereunder and as conditions precedent to the filing of any legal action, the District and the County shall meet regarding the dispute and use their best efforts to resolve the matter. Should the meeting fail to resolve the dispute, the parties may enter into mediation with an impartial professional mediator agreed to by both the District and County. The District agrees to pay all County costs and expenses in accordance with a dispute hereunder, including, without limitation, all costs and expenses of the County relating to the collection of any Transfer repayment(s).

Section 9. **Amendment or Modifications.** No amendment, modification or other alteration of this Agreement shall be valid unless in writing and signed by the parties hereto.

Section 10. **Severability.** In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and such invalidity shall in no way affect, impair, or invalidate any other provision contained herein if there is no substantive effect to the services to be rendered to the County by such judicial finding of invalidity.

Section 11. **Counterparts.** This Agreement may be executed in any number of counterparts, each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

County of Orange, California

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

Shari L. Freidenrich  
Treasurer-Tax Collector

Approved as to Form  
Office of the County Counsel

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

Angelica Castillo Daftary  
Deputy County Counsel

Capistrano Unified School District

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

Clark Hampton  
Deputy Superintendent, Business and  
Support Services





**EXTENSION NO. 1 OF AGREEMENT BID NO. 1415-03  
ELECTRICAL SUPPLIES AND MATERIALS**

**WITH**

**CONSOLIDATED ELECTRICAL DISTRIBUTORS, INCORPORATED**

Bid No. 1415-03 – Electrical Supplies and Materials called for an original contract period of July 1, 2014 through June 30, 2015, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Consolidated Electrical Distributors, Incorporated, pursuant to Bid No. 1415-03, shall be extended an additional 12 months, for the period July 1, 2015 through June 30, 2016, and at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 10, 2015.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$125,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on June 11, 2014, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Consolidated Electrical Distributors,  
Incorporated**

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

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

Lynh R. Rust \_\_\_\_\_

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

Exec. Director, Contracts & Purchasing

\_\_\_\_\_   
Title

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

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

Attachment A

CAPISTRANO UNIFIED SCHOOL DISTRICT

Bid No. 1415-03 – Electrical Supplies and Materials  
Consolidated Electrical Distributors, Inc.

Bid Price Sheet  
July 1, 2015 – June 30, 2016

**CONDUIT**

		Percentage Discount
4,000	Galvanized	73.5 %
5,000	EMT	78.5 %
10,000	PVC 40	46.2 %
1,000	Flex (Aluminum)	53.7 %
5,000	Sealtite	61.1 %

**FITTINGS**

800	Galvanized	51.8 %
800	EMT	77.6 %
800	PVC 40	72.6 %
1,000	Sealtite	47.0 %
100	Channel Fittings	62.0 %

**WIRE**

50,000	THHN (copper)	64.4 %
--------	---------------	--------

**BOXES**

100	Steel	83.2 %
100	Screwdriver and Raintite Enclosures	34.4 %

**WIRING DEVICES**

25,000	Commercial	56.4 %
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**DISTRIBUTION EQUIPMENT**

6	Metering	79.0 %
5	Panels	79.0 %
75	Breakers	53.1 %

**MISCELLANEOUS**

500	Fuses	58.0 %
Each	Lamps	83.1 %
Each	Ballasts	75.2 %

**IV. BID FORM**

A. Pursuant to the DISTRICT'S "Notice Calling for Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the bid documents, 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:

**ELECTRIC SUPPLIES AND MATERIALS  
BID NO. 1415-03**

all in strict conformity with the Project Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, on file at the office of the Purchasing Department of said DISTRICT.

**BID PRICE SHEET**

For bidding purposes only, the following categories of items and usage quantities are listed.

The purpose of this bid is to establish a discount percentage for electrical supplies and materials ordered by the District from the contractors using the **Electrical Distributors Price Directory (distributed by Trade Service Corporation)** as a basis for the discount offered. Bidder shall use the end column (least price) and offer a percentage discount to be deducted from that column price. Items not listed will be sold to the District using the Bidder's most-favored contractor pricing. This most-favored status (percentage of discount from end column pricing) will be subject to review and audit by the District to ensure most-favored status.

All discounts that are bid must remain firm for the term of the contract. There will be no line exceptions. If any exceptions are bid, that entire bid will be non-responsive.

**Note: Successful bid to be determined by the following weighted percentage listed for each category based upon projected district usage:**

**Discount Percentage**

**CONDUIT 10%**

4,000	Galvanized	73.5 %
5,000	EMT	78.5 %
10,000	PVC 40	46.2 %
1,000	Flex (Aluminum)	53.7 %
5,000	Sealtite	61.1 %

FITTINGS 10%

800	Galvanized	51.8 %
800	EMT	77.6 %
800	PVC 40	72.6 %
1,000	Sealtite	47.0 %
100	Channel Fittings	62.0 %

WIRE 30%

50,000	THHN (copper)	64.4 %
--------	---------------	--------

BOXES 5%

100	Steel	83.2 %
100	Screwdriver and Raintite Enclosures	34.4 %

WIRING DEVICES 10%

25,000	Commercial	56.4 %
--------	------------	--------

DISTRIBUTION EQUIPMENT 5%

6	Metering	79.0 %
5	Panels	79.0 %
75	Breakers	53.1 %

MISCELLANEOUS 30%

500	Fuses	58.0 %
Each	Lamps	83.1 %
Each	Ballasts	75.2 %

- 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 five (5) days after receipt of order unless the items are Special Order in which the District is to be notified immediately.
- 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 CA, and that Erik Klipfel

whose title is Manager authorized to act for and bind the corporation.

F. It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment, materials and supplies under the same terms and conditions:

Yes, other public agencies may purchase from this Bid.

No, other public agencies may not purchase from this Bid.

I. The undersigned grants the DISTRICT the option to extend any contract awarded hereunder, under the same prices, terms, and conditions contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year:  option granted  option not granted

Extension option for a second year:  option granted  option not granted

J. The Bidder has read and fully understands all documents contained and referenced in this bid.

K. I, Erik Klipfel, the Mgr (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct. The Bidder agrees to comply with all terms and conditions in the bid documents.

COMPANY

Name of Company: CED (Consolidated Electrical Dist.), Inc.

Signed by: [Signature]

Print Name: Erik Klipfel

Date: April 15, 2014

COMPANY NAME CEI

Business Address: 446 Calle De Los Molinos  
San Clemente, CA 92672

PARTNERSHIP

Name of Partnership: \_\_\_\_\_

Signed by: \_\_\_\_\_ Partner

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

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Other Partners: \_\_\_\_\_  
\_\_\_\_\_

CORPORATION

Name of Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation\*)

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Signed by: \_\_\_\_\_, President\*\*,

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

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

\* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement is duly authorized to do so.

\*\* Or local official empowered to bind the Corporation.

JOINT VENTURE

Name of Joint Venture: \_\_\_\_\_

Signed by: \_\_\_\_\_, Joint Venturer

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

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Other Parties to Joint Venture:

If an individual: \_\_\_\_\_

(Signed)

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

Doing Business as: \_\_\_\_\_;

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

If a Partnership:  \_\_\_\_\_

Signed by: \_\_\_\_\_, Partner

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

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

If a Corporation: \_\_\_\_\_

(a \_\_\_\_\_ Corporation)

Signed by: \_\_\_\_\_

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

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

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

BID NO. 1415-03



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.  Bid Form and Agreement
2.  Information Required of Bidder
3.  Certification – Participation of Disabled Veteran Business Enterprise
4.  Noncollusion Declaration
5.  Drug-Free Workplace Certification
6.  Certification by Contractor Criminal Records Check
7.  Tobacco Use Policy
8.  Conflict of Interest
9.  Contractor's Certificate Regarding Workers' Compensation
10.  Certificate Of Liability Insurance
11.  W-9 Form

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and required

**CONTRACT TERM**

The terms of this base contract is for one year beginning July 1, 2014, through June 30, 2015, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

Annual cost of products requested by District and provided by Vendor under this contract shall not exceed \$125,000. This amount may be increased by mutual written agreement of both parties and Board approved.

**AGREEMENT ACCEPTED BY DISTRICT**

Signed by: Terry Fluent

Print Name: Terry Fluent

Title: Director, Purchasing

Date: June 12, 2014

**EXTENSION NO. 2 OF AGREEMENT BID NO. 1314-03  
ASPHALT PAVING, SEALCOATING AND REPAIR**

**WITH**

**BEN'S ASPHALT, INCOPORATED**

Bid No. 1314-03 – Asphalt Paving, Sealcoating and Repair called for an original contract period of July 1, 2013 through June 30, 2014, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Ben's Asphalt, Incorporated, pursuant to Bid No. 1314-03, shall be extended an additional 12 months, for the period July 1, 2015 through June 30, 2016, and at the prices shown in Exhibit A to this Extension Agreement, and Board approved on June 10, 2015.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$850,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on May 22, 2013, all other terms of the contract remain in full force and effect.

**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Ben's Asphalt, Incorporated**

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

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

Lynh R. Rust

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

Exec. Director, Contracts & Purchasing

\_\_\_\_\_  
Title

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

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

Exhibit A

Capistrano Unified School District

Bid No. 1314-03 – Asphalt Paving, Sealcoating and Repair  
Ben's Asphalt, Inc.

Bid Price Sheet  
July 1, 2015 – June 30, 2016

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	<b>3" R and R</b>		
1	Minimum charge	Minimum charge	\$ 1,500.00
2	100 SF to 500 SF	Square Foot	\$ 4.00
3	501 SF to 1000 SF	Square Foot	\$ 2.50
4	1001 SF to 3000 SF	Square Foot	\$ 2.25
5	3001 SF to 6000 SF	Square Foot	\$ 2.00
	<b>4" R and R</b>		
6	Minimum charge	Minimum charge	\$ 1,500.00
7	100 SF to 500 SF	Square Foot	\$ 5.25
8	501 SF to 1000 SF	Square Foot	\$ 4.00
9	1001 SF to 3000 SF	Square Foot	\$ 3.00
10	3001 SF to 6000 SF	Square Foot	\$ 3.00
	<b>6" R and R</b>		
11	Minimum charge	Minimum charge	\$ 1,750.00
12	100 SF to 500 SF	Square Foot	\$ 8.00
13	501 SF to 1000 SF	Square Foot	\$ 5.00
14	1001 SF to 3000 SF	Square Foot	\$ 5.00
15	3001 SF to 6000 SF	Square Foot	\$ 4.50
	<b>4" REMOVE and 6" REPLACE</b>		
16	Minimum charge	Minimum charge	\$ 1,500.00
17	100 SF to 500SF	Square Foot	\$ 7.50
18	501 SF to 1000 SF	Square Foot	\$ 5.00
19	1001 SF to 3000 SF	Square	\$ 4.75
20	3001 SF to 6000 SF	Square Foot	\$ 4.50
	<b>SKIN PATCH – various locations – average ½" – 1" thick</b>		
21	Minimum charge	Minimum Charge	\$ 1,500.00
22	100 SF to 500 SF	Square Foot	\$ 3.00
23	501 SF to 1000 SF	Square Foot	\$ 2.00
24	1001 SF to 3000 SF	Square Foot	\$ .90
25	3001 SF to 6000 SF	Square Foot	\$ .55

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	<b>OVERLAY – one location, “Petromat” fabric with 1½” overlay</b>		
26	Minimum charge	Minimum Charge	\$ 2,500.00
27	500 SF to 1000 SF	Square Foot	\$ 3.00
28	1001 SF to 5000 SF	Square Foot	\$ 1.75
29	5001 SF to 10,000 SF	Square Foot	\$ 1.25
30	10,001 SF to 20,000 SF	Square Foot	\$ 1.00
31	20,001 SF to 40,000 SF	Square Foot	\$ .95
	<b>OTHER</b>		
32	Place 1” additional thickness asphalt	Square Foot to each unit	\$ .50
33	Place 1” additional thickness asphalt – including removal	Square Foot to each unit	\$ 1.00
	<b>SPEED BUMPS – Average 35’ long</b>		
34	Minimum charge	Minimum Charge	\$ 1,500.00
35	Bumps	Each	\$ 250.00
36	<b>6” AC BERM</b>		
37	Minimum charge	Minimum Charge	\$ 1,500.00
38	100 LF to 500 LF	Lineal Foot	\$ 3.00
39	501 LF to 1000 LF	Lineal Foot	\$ 2.50
40	1001 LF to 3000 LF	Lineal Foot	\$ 2.00
	<b>ROUGH GRADE GRASS OR DIRT AREA, INCLUDING REMOVAL, AND PLACE AVERAGE 3” AC PAVING</b>		
41	Minimum charge	Minimum Charge	\$ 1,750.00
42	100 SF to 500 SF	Square Foot	\$ 5.00
43	501 SF to 1000 SF	Square Foot	\$ 4.25
44	1001 SF to 3000 SF	Square Foot	\$ 4.00
45	3001 SF to 6000 SF	Square Foot	\$ 3.00
46	6001 SF to 10,000 SF	Square Foot	\$ 2.25
47	10,001 SF to 15,000 SF	Square Foot	\$ 1.75
48	Place 1” thick AGG base, including removal	Square Foot to each unit	\$ .50
	<b>RAMP TRANSITION</b>		
49	Minimum move-in per site	Site	\$ 1,500.00
50	Minimum move-in per ramp	Ramp	\$ 150.00
	<b>REDWOOD HEADERS</b>		
51	2” x 4”	Lineal Foot	\$ 2.50
52	2” x 6”	Lineal Foot	\$ 3.50

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	<b>SLURRY</b>		
53	1 SF to 2000 SF	Square Foot	\$ .50
54	2001 SF to 10,000 SF	Square Foot	\$ .20
55	10,001 SF to 20,000 SF	Square Foot	\$ .10
56	20,001 SF to 40,000 SF	Square Foot	\$ .10
57	40,001 SF and over	Square Foot	\$ .10
	<b>DOUBLE SLURRY – slurry, flash dry, slurry</b>		
58	1 SF to 2000 SF	Square Foot	\$ .75
59	2001 SF to 10,000 SF	Square Foot	\$ .30
60	10,001 SF to 20,000 SF	Square Foot	\$ .15
61	20,001 SF to 40,000 SF	Square Foot	\$ .15
62	40,001 SF and over	Square Foot	\$ .15
	<b>STRIPING AND STENCIL</b>		
63	3" Wide Solid Lines	Lineal Foot	\$ .30
64	4" Wide Solid Lines	Lineal Foot	\$ .35
65	Miscellaneous legends	Lineal Foot	\$ .50
66	Stencils 8"-12" (Letters & Numbers)	Per Letter	\$ 1.00
67	Stencils 24" (Letters & Numbers)	Per Letter	\$ 2.00
68	4 Square	Each	\$ 50.00
69	Hop Scotch	Each	\$ 75.00
70	Basketball Court	Each	\$ 250.00
71	Stop Bar/Limit Line	Each	\$ 40.00
72	Curb Painting (red/yellow/green/white)	Lineal Foot	\$ .75
	<b>SEALCOAT – unit prices indicate one coat application</b>		
73	1 SF to 2000 SF	Square Foot	\$ .50
74	2001 SF to 10,000 SF	Square Foot	\$ .20
75	10,001 SF and over	Square Foot	\$ .07
76	<b>CONCRETE CURB</b>	Lineal Foot	\$ 10.00
77	<b>GUTTER</b>	Square Foot	\$ 7.50
78	<b>ASPHALT RAMP EXTENSION – typically 4' x 5', 0 – 3" thick</b>	Each	\$ 250.00
79	<b>CRACK REPAIR – grind and fill</b>	Lineal Foot	\$ 1.00
80	<b>CONCRETE FLOW LINE – 3' x 6"</b>	Lineal Foot	\$ 30.00

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
81	<b>GRIND ASPHALT AT CONCRETE EDGES TO MATCH ELEVATIONS</b>	Lineal Foot	\$ 2.00
82	<b>CONCRETE DRAIN BOX 12" X 12" X 12" WITH TRAFFIC GRATE IN ASPHALT OR CONCRETE</b>	Each	\$ 200.00
83	<b>WHEEL STOPS/PARKING BLOCK</b>	Each	\$ 25.00
84	<b>FLATWORK – 4" concrete</b>	Square Foot	\$ 3.50
	<b>SCHEDULE 40 PVC DRAIN PIPE</b>		
85	In dirt	Lineal Foot	\$ .60
86	In asphalt	Lineal Foot	\$ .60
87	In concrete	Lineal Foot	\$ .60
	<b>PARKING LOT SWEEPING</b>		
88	Minimum Charge	Note Square Footage for minimum charge <b>\$10,000 or less</b>	\$ 500.00
	<b>OPERATED EQUIPMENT</b>		
89	Backhoe	Hour	\$ 115.00
90	Dump truck	Hour	\$ 80.00
91	Roller	Hour	\$ 95.00
92	Skip loader	Hour	\$ 95.00
93	Bobcat	Hour	\$ 115.00
94	Water truck	Hour	\$ 75.00
95	Blade	Hour	\$ 125.00
96	950 loader	Hour	\$ 140.00
97	<b>LABOR – not covered in unit prices</b>	Hour	\$ 70.00
98	<b>MINIMUM CHARGE FOR ANY JOB</b>	Lump Sum	\$ 1,500.00

**EXTENSION OF AGREEMENT**

**BETWEEN**

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

**AND**

**BEN'S ASPHALT, INC.**

Bid No. 1314-03 – Asphalt Paving, Sealcoating and Repair called for an original contract period of July 1, 2013 through June 30, 2014, with an option to extend the contract in two 12-month increments for an option period not to exceed 24 consecutive months as allowed by California Education Code 17596.

The contract with Ben's Asphalt, Inc., pursuant to Bid No. 1314-03, 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, and Board approved on June 11, 2014.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$850,000. This amount may be increased by mutual agreement of both parties.


Except as set forth in this Extension Agreement, and Board approved on June 15, 2010, all other terms of the contract remain in full force and effect.

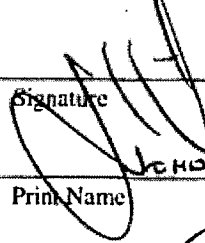
**DISTRICT**

**CONTRACTOR**

**Capistrano Unified School District**

**Ben's Asphalt, Inc.**

By:   
Signature

By:   
Signature

Terry Fluent

JOHN STEFFINGTON

Print Name

Director, Purchasing

C.F.O.

Title

Date: 8/1/14

Date: 7/14/14

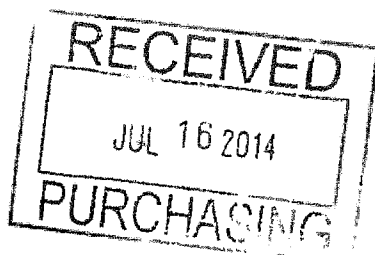


Exhibit A

Capistrano Unified School District

Bid No. 1314-03 – Asphalt Paving, Sealcoating and Repair  
Ben's Asphalt, Inc.

Bid Price Sheet  
July 1, 2014 – June 30, 2015

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	<b>3" R and R</b>		
1	Minimum charge	Minimum charge	\$ 1,500.00
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3	501 SF to 1000 SF	Square Foot	\$ 2.50
4	1001 SF to 3000 SF	Square Foot	\$ 2.25
5	3001 SF to 6000 SF	Square Foot	\$ 2.00
	<b>4" R and R</b>		
6	Minimum charge	Minimum charge	\$ 1,500.00
7	100 SF to 500 SF	Square Foot	\$ 5.25
8	501 SF to 1000 SF	Square Foot	\$ 4.00
9	1001 SF to 3000 SF	Square Foot	\$ 3.00
10	3001 SF to 6000 SF	Square Foot	\$ 3.00
	<b>6" R and R</b>		
11	Minimum charge	Minimum charge	\$ 1,750.00
12	100 SF to 500 SF	Square Foot	\$ 8.00
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	<b>4" REMOVE and 6" REPLACE</b>		
16	Minimum charge	Minimum charge	\$ 1,500.00
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20	3001 SF to 6000 SF	Square Foot	\$ 4.50
	<b>SKIN PATCH - various locations - average 1/2" - 1" thick</b>		
21	Minimum charge	Minimum Charge	\$ 1,500.00
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ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	<b>OVERLAY – one location, “Petromat” fabric with 1½” overlay</b>		
26	Minimum charge	Minimum Charge	\$ 2,500.00
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30	10,001 SF to 20,000 SF	Square Foot	\$ 1.00
31	20,001 SF to 40,000 SF	Square Foot	\$ .95
	<b>OTHER</b>		
32	Place 1” additional thickness asphalt	Square Foot to each unit	\$ .50
33	Place 1” additional thickness asphalt – including removal	Square Foot to each unit	\$ 1.00
	<b>SPEED BUMPS – Average 35’ long</b>		
34	Minimum charge	Minimum Charge	\$ 1,500.00
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62	40,001 SF and over	Square Foot	\$ .15
	<b>STRIPING AND STENCIL</b>		
63	3" Wide Solid Lines	Lineal Foot	\$ .30
64	4" Wide Solid Lines	Lineal Foot	\$ .35
65	Miscellaneous legends	Lineal Foot	\$ .50
66	Stencils 8"-12" (Letters & Numbers)	Per Letter	\$ 1.00
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77	<b>GUTTER</b>	Square Foot	\$ 7.50
78	<b>ASPHALT RAMP EXTENSION - typically 4' x 5', 0 - 3" thick</b>	Each	\$ 250.00
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83	WHEEL STOPS/PARKING BLOCK	Each	\$ 25.00
84	FLATWORK - 4" concrete	Square Foot	\$ 3.50
	SCHEDULE 40 PVC DRAIN PIPE		
85	In dirt	Lineal Foot	\$ .60
86	In asphalt	Lineal Foot	\$ .60
87	In concrete	Lineal Foot	\$ .60
	PARKING LOT SWEEPING		
88	Minimum Charge	Note Square Footage for minimum charge <b>\$10,000 or less</b>	\$ 500.00
	OPERATED EQUIPMENT		
89	Backhoe	Hour	\$ 115.00
90	Dump truck	Hour	\$ 80.00
91	Roller	Hour	\$ 95.00
92	Skip loader	Hour	\$ 95.00
93	Bobcat	Hour	\$ 115.00
94	Water truck	Hour	\$ 75.00
95	Blade	Hour	\$ 125.00
96	950 loader	Hour	\$ 140.00
97	LABOR -- not covered in unit prices	Hour	\$ 70.00
98	MINIMUM CHARGE FOR ANY JOB	Lump Sum	\$ 1,500.00

RECEIVED  
FEB 25 2014

AMENDMENT TO AGREEMENT  
BY: .....  
BID NO. 1314-03 ASPHALT PAVING, SEALCOATING, AND REPAIR

WITH  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
BEN'S ASPHALT, INCORPORATED

Agreement for Bid No. 1314-03 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1314-03 shall be amended to \$850,000 annually for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on May 22, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

Ben's Asphalt, Incorporated

By: Terry Fluent  
Signature

By: John Skelington  
Signature

Terry Fluent  
Print Name

John Skelington  
Print Name

Director, Purchasing  
Title

CEO  
Title

Date: 3/4/14

Date: 2/25/14

RECEIVED  
FEB 28 2014  
PURCHASING

#### XIV. AGREEMENT

THIS AGREEMENT, dated May 23, 2013, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT" ), and Ben's Asphalt, Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1314-03, ASPHALT PAVING, SEALCOATING AND REPAIR** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.
3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7<sup>th</sup>) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

**Termination for Convenience.** DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;

- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**

Property Damage Insurance in an amount not less than **\$1,000,000.00**

Course of Construction Insurance without exclusion or limitation in an amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:



Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A
11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA. and that JOHN STEFFANOW, whose title is C.F.O., is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1.  Bid Bond
2.  Bid Form
3.  Designation of Subcontractors
4.  Information Required of Bidder
5.  Contractor's Certificate Regarding Workers' Compensation
6.  Certification - Participation of Disabled Veteran Business Enterprise
7.  Noncollusion Declaration
8.  Faithful Performance Bond
9.  Payment Bond
10.  Agreement
11.  Drug-Free Workplace Certification
12.  Certification by Contractor Criminal Records Check
13.  Contractor's Certificate Non-Asbestos Containing Materials
14.  Tobacco Use Policy
15.  Conflict of Interest
16.  Compliance With Safety Regulations

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BID NO. 1314-03  
ASPHALT PAVING, SEALCOATING AND REPAIR

COMPANY NAME: \_\_\_\_\_

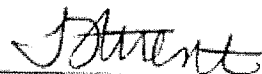
17.  Certificate Of Liability Insurance  
18.  W-9 Form

**CONTRACT TERM**

The terms of this base contract is for one year beginning July 1, 2013, through June 30, 2014, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

Annual expenditures under this contract are not to exceed \$250,000.00, unless increased by amendment to this contract.

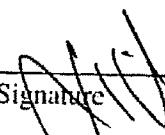
DISTRICT

By:   
Signature

Terry Fluent  
Print Name

Director, Purchasing  
Title

CONTRACTOR

By:   
Signature

JOHN S. KINGSTON  
Print Name

C.F.O.  
Title

668417  
Contractor's License No.

77-0325807  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**BID PRICE SHEET**

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by select line items representing the most common District projects at a weighted percentage.

Award for base bid will be determined by select line items representing the most common District projects at a weighted percentage; job scenarios to be provided at bid opening.

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
<b>3" R and R</b>			
1	Minimum charge	Minimum charge	\$ 1,500 <sup>00</sup>
2	100 SF to 500 SF	Square Foot	\$ 4 <sup>25</sup>
3	501 SF to 1000 SF	Square Foot	\$ 2 <sup>50</sup>
4	1001 SF to 3000 SF	Square Foot	\$ 2 <sup>25</sup>
5	3001 SF to 6000 SF	Square Foot	\$ 2 <sup>00</sup>
<b>4" R and R</b>			
6	Minimum charge	Minimum charge	\$ 1,500 <sup>00</sup>
7	100 SF to 500 SF	Square Foot	\$ 5 <sup>25</sup>
8	501 SF to 1000 SF	Square Foot	\$ 4 <sup>00</sup>
9	1001 SF to 3000 SF	Square Foot	\$ 3 <sup>25</sup>
10	3001 SF to 6000 SF	Square Foot	\$ 3 <sup>00</sup>
<b>6" R and R</b>			
11	Minimum charge	Minimum charge	\$ 1,750 <sup>00</sup>
12	100 SF to 500 SF	Square Foot	\$ 8 <sup>00</sup>
13	501 SF to 1000 SF	Square Foot	\$ 5 <sup>25</sup>
14	1001 SF to 3000 SF	Square Foot	\$ 5 <sup>00</sup>
15	3001 SF to 6000 SF	Square Foot	\$ 4 <sup>50</sup>
<b>4" REMOVE and 6" REPLACE</b>			
16	Minimum charge	Minimum charge	\$ 1,500 <sup>00</sup>
17	100 SF to 500SF	Square Foot	\$ 7 <sup>50</sup>
18	501 SF to 1000 SF	Square Foot	\$ 5 <sup>00</sup>
19	1001 SF to 3000 SF	Square	\$ 4 <sup>75</sup>
20	3001 SF to 6000 SF	Square Foot	\$ 4 <sup>50</sup>

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	<b>SKIN PATCH - various locations - average 1/2" - 1" thick</b>		
21	Minimum charge	Minimum Charge	\$ 1,500 <sup>00</sup>
22	100 SF to 500 SF	Square Foot	\$ 3 <sup>00</sup>
23	501 SF to 1000 SF	Square Foot	\$ 2 <sup>00</sup>
24	1001 SF to 3000 SF	Square Foot	\$ .90
25	3001 SF to 6000 SF	Square Foot	\$ .55
	<b>OVERLAY - one location, "Petromat" fabric with 1 1/2" overlay</b>		
26	Minimum charge	Minimum Charge	\$ 2,500 <sup>00</sup>
27	500 SF to 1000 SF	Square Foot	\$ 3 <sup>00</sup>
28	1001 SF to 5000 SF	Square Foot	\$ 1 <sup>75</sup>
29	5001 SF to 10,000 SF	Square Foot	\$ 1 <sup>25</sup>
30	10,001 SF to 20,000 SF	Square Foot	\$ 1 <sup>00</sup>
31	20,001 SF to 40,000 SF	Square Foot	\$ .95
	<b>OTHER</b>		
32	Place 1" additional thickness asphalt	Square Foot to each unit	\$ .50
33	Place 1" additional thickness asphalt - including removal	Square Foot to each unit	\$ 1 <sup>00</sup>
	<b>SPEED BUMPS - Average 35' long</b>		
34	Minimum charge	Minimum Charge	\$ 1,500 <sup>00</sup>
35	Bumps	Each	\$ 250 <sup>00</sup>
	<b>6" AC BERM</b>		
36	Minimum charge	Minimum Charge	\$ 1,500 <sup>00</sup>
37	100 LF to 500 LF	Lineal Foot	\$ 3 <sup>00</sup>
38	501 LF to 1000 LF	Lineal Foot	\$ 2 <sup>50</sup>
39	1001 LF to 3000 LF	Lineal Foot	\$ 2 <sup>00</sup>
	<b>ROUGH GRADE GRASS OR DIRT AREA, INCLUDING REMOVAL, AND PLACE AVERAGE 3" AC PAVING</b>		
40	Minimum charge	Minimum Charge	\$ 1,750 <sup>00</sup>
41	100 SF to 500 SF	Square Foot	\$ 5 <sup>00</sup>
42	501 SF to 1000 SF	Square Foot	\$ 4 <sup>25</sup>
43	1001 SF to 3000 SF	Square Foot	\$ 4 <sup>00</sup>
44	3001 SF to 6000 SF	Square Foot	\$ 3 <sup>00</sup>

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
46	6001 SF to 10,000 SF	Square Foot	\$ 2 <sup>25</sup>
47	10,001 SF to 15,000 SF	Square Foot	\$ 1 <sup>35</sup>
48	Place 1" thick AGG base, including removal	Square Foot to each unit	\$ .50
<b>RAMP TRANSITION</b>			
49	Minimum move-in per site	Site	\$ 1500 <sup>00</sup>
50	Minimum move-in per ramp	Ramp	\$ 150 <sup>00</sup>
<b>REDWOOD HEADERS</b>			
51	2" x 4"	Lineal Foot	\$ 2 <sup>50</sup>
52	2" x 6"	Lineal Foot	\$ 3 <sup>50</sup>
<b>SLURRY</b>			
53	1 SF to 2000 SF	Square Foot	\$ .50
54	2001 SF to 10,000 SF	Square Foot	\$ .20
55	10,001 SF to 20,000 SF	Square Foot	\$ .10
56	20,001 SF to 40,000 SF	Square Foot	\$ .10
57	40,001 SF and over	Square Foot	\$ .10
<b>DOUBLE SLURRY - slurry, flash dry, slurry</b>			
58	1 SF to 2000 SF	Square Foot	\$ .75
59	2001 SF to 10,000 SF	Square Foot	\$ .30
60	10,001 SF to 20,000 SF	Square Foot	\$ .15
61	20,001 SF to 40,000 SF	Square Foot	\$ .15
62	40,001 SF and over	Square Foot	\$ .15
<b>STRIPING AND STENCIL</b>			
63	3" Wide Solid Lines	Lineal Foot	\$ .30
64	4" Wide Solid Lines	Lineal Foot	\$ .35
65	Miscellaneous legends	Lineal Foot	\$ .50
66	Stencils 8"-12" (Letters & Numbers)	Per Letter	\$ 1 <sup>00</sup>
67	Stencils 24" (Letters & Numbers)	Per Letter	\$ 2 <sup>00</sup>
68	4 Square	Each	\$ 50 <sup>00</sup>
69	Hop Scotch	Each	\$ 75 <sup>00</sup>
70	Basketball Court	Each	\$ 250 <sup>00</sup>
71	Stop Bar/Limit Line	Each	\$ 40 <sup>00</sup>
72	Curb Painting (red/yellow/green/white)	Lineal Foot	\$ .75

CAPISTRANO UNIFIED SCHOOL DISTRICT  
 BID NO. 1314-03  
 ASPHALT PAVING, SEALCOATING AND REPAIR

COMPANY NAME BEN'S ASPHALT

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	<b>SEALCOAT - unit prices indicate one coat application</b>		
73	1 SF to 2000 SF	Square Foot	\$ .50
74	2001 SF to 10,000 SF	Square Foot	\$ .20
75	10,001 SF and over	Square Foot	\$ .07
76	<b>CONCRETE CURB</b>	Lineal Foot	\$ 10 <sup>00</sup>
77	<b>GUTTER</b>	Square Foot	\$ 7 <sup>50</sup>
78	<b>ASPHALT RAMP EXTENSION - typically 4' x 5', 0 - 3" thick</b>	Each	\$ 250 <sup>00</sup>
79	<b>CRACK REPAIR - grind and fill</b>	Lineal Foot	\$ 1 <sup>00</sup>
80	<b>CONCRETE FLOW LINE - 3' x 6"</b>	Lineal Foot	\$ 30 <sup>00</sup>
81	<b>GRIND ASPHALT AT CONCRETE EDGES TO MATCH ELEVATIONS</b>	Lineal Foot	\$ 2 <sup>00</sup>
82	<b>CONCRETE DRAIN BOX 12" X 12" X 12" WITH TRAFFIC GRATE IN ASPHALT OR CONCRETE</b>	Each	\$ 200 <sup>00</sup>
83	<b>WHEEL STOPS/PARKING BLOCK</b>	Each	\$ 25 <sup>00</sup>
84	<b>FLATWORK - 4" concrete</b>	Square Foot	\$ 3 <sup>50</sup>
	<b>SCHEDULE 40 PVC DRAIN PIPE</b>		
85	In dirt	Lineal Foot	\$ .60
86	In asphalt	Lineal Foot	\$ .60
87	In concrete	Lineal Foot	\$ .60
	<b>PARKING LOT SWEEPING</b>		
88	Minimum Charge	Note Square Footage for minimum charge 10,000 or less	\$ 500 <sup>00</sup>

Bid Form 5

ITEM #	DESCRIPTION	UNIT OF MEASURE	BID PRICE
	<b>OPERATED EQUIPMENT</b>		
89	Backhoe	Hour	\$ 115 <sup>00</sup>
90	Dump truck	Hour	\$ 80 <sup>00</sup>
91	Roller	Hour	\$ 95 <sup>00</sup>
92	Skip loader	Hour	\$ 95 <sup>00</sup>
93	Bobcat	Hour	\$ 115 <sup>00</sup>
94	Water truck	Hour	\$ 75 <sup>00</sup>
95	Blade	Hour	\$ 105 <sup>00</sup>
96	950 loader	Hour	\$ 140 <sup>00</sup>
97	<b>LABOR - not covered in unit prices</b>	Hour	70 <sup>00</sup>
98	<b>MINIMUM CHARGE FOR ANY JOB</b>	Lump Sum	\$ 1,500 <sup>00</sup>

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
3. The required bid security is attached.
4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100. et seq.
5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as

CAPISTRANO UNIFIED SCHOOL DISTRICT  
WEED ABATEMENT SERVICE  
BID NO. 1516-04

E. Stewart and Associates, Inc.  
COMPANY NAME 1000 Calle Negocio  
San Clemente, CA 92673-6205

**VI. BID FORM**

Name of Bidder: E STEWART AND ASSOCIATES INC  
To: Capistrano Unified School District, acting by and through its Governing Board, herein called "District."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 1516-04  
WEED ABATEMENT SERVICE

All in strict conformity with the Project documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the Purchasing Department of said District.



**BID PRICE SHEET**

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- Bidders must enter a price for all items; if no cost, enter zero (0); or the bid submitted may be declared non-responsive.
- Low bid will be determined by select line items representing common District projects at a weighted percentage; job scenarios to be provided at bid opening.
- Bid to be awarded to lowest responsive, responsible bidder.

HOURLY LABOR RATES (Portal to Portal)	Standard Hourly Rate	Overtime Hourly Rate	Weekend / Holiday Hourly Rate
1. Supervisor	\$ 40-	\$ 60-	\$ 60-
2. Foreman	\$ 27.50	\$ 41.25	\$ 41.25
3. Laborer	\$ 18.50	\$ 27.75	\$ 27.75

EQUIPMENT	RATE	PRICE
4. 963 Cat Loader	Hourly	\$ 25-
Equivalent:	Hourly	\$
5. D4C Cat Dozer	Hourly	\$ 25-
Equivalent:	Hourly	\$
6. John Deere 3255 Tractor w/8' Scraper, 12' Scraper, Mower and 12' Disk	Hourly	\$ 100-
Equivalent: JD 5525 w/7' Scraper and 7' mower and 8' Disk	Hourly	\$ 100-
7. ASV RC 100 Rubber Track Loader w/Bucket and Tine Grapple	Hourly	\$
Equivalent: CAT 289C	Hourly	\$ 150-
8. ASV RC 100 Rubber Track Loader w/Chipper	Hourly	\$
Equivalent: CAT 289C	Hourly	\$ 250-
9. F450 Dump Truck	Hourly	\$ 50-
Equivalent:	Hourly	\$
10. F650 Dump Truck	Hourly	\$ 50-
Equivalent:	Hourly	\$

EQUIPMENT	RATE	PRICE
11. John Deere 450 G Crawler	Hourly	\$ 50-
Equivalent:	Hourly	\$
12. Freightliner 4,800 gallon Water Truck	Hourly	\$ 50-
Equivalent: <i>Fire Control 1200</i>	Hourly	\$ 50-
13. 446 Cat Backhoe	Hourly	\$ 25-
Equivalent:	Hourly	\$
14. John Deere 450 G Loader	Hourly	\$ 50-
Equivalent:	Hourly	\$

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to District the Agreement and will also furnish and deliver to District the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by District. It is understood that should bidder fail or refuse to return these documents as required by District, the bid security shall be forfeited to District. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the seventh (7<sup>th</sup>) day after receiving District's Notice to Proceed, and shall be completed by the bidder in the time specified by District.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

EDWIN W STEWART

8. 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 purchases of goods, materials, or services by the bidder for sale to District pursuant to the bid. Such assignment shall be made and become effective at the time District tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 953389, Class C27, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by District at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. 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 District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by District, the bidder shall furnish a notarized financial statement, references, and other information required by District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions.

The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

Partnership Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

Corporation Name: E STEWART AND ASSOCIATES INC  
(a California Corporation<sup>1</sup>)  
Business Address: 1000 CALLE NEGOCIO  
SAN CLEMENTE CA 92673

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Telephone: 949 498 9250  
Signed by: Edwin W Stewart, President, Date: 4/27/2015  
Print Name: Edwin W Stewart, President  
Signed by: Denise N Stewart, Secretary, Date: 4/27/2015  
Print Name: Denise N Stewart, Secretary  
[Seal]

Joint Venturer

Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Joint Venturer  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

Other Parties to If an individual:

Joint Venture:

\_\_\_\_\_  
(Name)  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_;  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

If a Partnership:

\_\_\_\_\_  
(Name)  
Signed by: \_\_\_\_\_, Partner  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

If a Corporation:

\_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

#### XIV. AGREEMENT

THIS AGREEMENT, dated June 11, 2015, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "District"), and E. Stewart and Associates, Inc., (hereinafter referred to as "Contractor").

District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the Project known as **BID NO. 1516-04, Weed Abatement Service** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. CONTRACTOR shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Project Documents, and unless CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Project Documents.

3. District shall pay to CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the unit prices as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7<sup>th</sup>) day after receiving District's Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days

from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

**Termination for Convenience.** District has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for District's convenience, CONTRACTOR shall be entitled to receive payment from District for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, District shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

7. CONTRACTOR agrees to and does hereby indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed

by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or



- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which District may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, District may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that District may release such funds if the CONTRACTOR provides District with reasonable assurance of protection of District's interests. District shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by District including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**

Property Damage Insurance in an amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

**CONTRACT DOCUMENTS:**

1. \_\_\_\_\_ Bid Bond
2. \_\_\_\_\_ Bid Form
3. \_\_\_\_\_ Designation of Subcontractors
4. \_\_\_\_\_ Information Required of Bidder
5. \_\_\_\_\_ Contractor's Certificate Regarding Workers' Compensation
6. \_\_\_\_\_ Certification – Participation of Disabled Veteran Business Enterprise
7. \_\_\_\_\_ Noncollusion Declaration
8. \_\_\_\_\_ Faithful Performance Bond
9. \_\_\_\_\_ Payment Bond
10. \_\_\_\_\_ Agreement
11. \_\_\_\_\_ Drug-Free Workplace Certification
12. \_\_\_\_\_ Certification by Contractor Criminal Records Check
13. \_\_\_\_\_ Contractor's Certificate Non-Asbestos Containing Materials
14. \_\_\_\_\_ Tobacco Use Policy
15. \_\_\_\_\_ Conflict of Interest
16. \_\_\_\_\_ Compliance With Safety Regulations
17. \_\_\_\_\_ Certificate Of Liability Insurance
18. \_\_\_\_\_ W-9 Form

**CONTRACT TERM**

The terms of this base contract is for one year beginning **July 1, 2015**, through **June 30, 2016**, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

District

Contractor

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**XIV. AGREEMENT**

THIS AGREEMENT, dated **June 11, 2015**, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "District"), and **E. Stewart and Associates, Incorporated.** (hereinafter referred to as "Contractor").

District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the Project known as **BID NO. 1516-04, Weed Abatement Service** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. CONTRACTOR shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Project Documents, and unless CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Project Documents.

3. District shall pay to CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the unit prices as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7<sup>th</sup>) day after receiving District's Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days

from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. District has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for District's convenience, CONTRACTOR shall be entitled to receive payment from District for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, District shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

7. CONTRACTOR agrees to and does hereby indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed

by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or

(g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which District may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, District may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that District may release such funds if the CONTRACTOR provides District with reasonable assurance of protection of District's interests. District shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by District including certificates of insurance and endorsements.

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and

Subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**

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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

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10. Escrow Account: N/A

11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

**CONTRACT DOCUMENTS:**

1. \_\_\_\_\_ Bid Bond
2. \_\_\_\_\_ Bid Form
3. \_\_\_\_\_ Designation of Subcontractors
4. \_\_\_\_\_ Information Required of Bidder
5. \_\_\_\_\_ Contractor's Certificate Regarding Workers' Compensation
6. \_\_\_\_\_ Certification – Participation of Disabled Veteran Business Enterprise
7. \_\_\_\_\_ Noncollusion Declaration
8. \_\_\_\_\_ Faithful Performance Bond
9. \_\_\_\_\_ Payment Bond
10. \_\_\_\_\_ Agreement
11. \_\_\_\_\_ Drug-Free Workplace Certification
12. \_\_\_\_\_ Certification by Contractor Criminal Records Check
13. \_\_\_\_\_ Contractor's Certificate Non-Asbestos Containing Materials
14. \_\_\_\_\_ Tobacco Use Policy
15. \_\_\_\_\_ Conflict of Interest
16. \_\_\_\_\_ Compliance With Safety Regulations
17. \_\_\_\_\_ Certificate Of Liability Insurance
18. \_\_\_\_\_ W-9 Form



**CONTRACT TERM**

The terms of this base contract is for one year beginning **July 1, 2015**, through **June 30, 2016**, with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

District

Contractor

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

Capistrano Unified School District  
 Fence Repairs and Maintenance Districtwide  
 Bid No. 1516-05

Wednesday, April 29, 2015, 10:00 a.m.

Bid Summary

Award of bid will be determined by weighted percentages based upon projected district usage.

CHAIN LINK FENCING		Harris Steel Fence Company, Inc.				Jim Justus Fence Company				La Habra Fence Company, Inc.				Q Fence and Fabrication			
Bid Item #	Description	Per Foot Cost	Termination Cost	Total	Wghtd %	Per Foot Cost	Termination Cost	Total	Wghtd %	Per Foot Cost	Termination Cost	Total	Wghtd %	Per Foot Cost	Termination Cost	Total	Wghtd %
1	Basic price for 4-ft. high fence - 15% weighted	\$ 20.00	\$ 365.00	\$ 385.00	\$ 57.75	\$ 22.00	\$ 300.00	\$ 322.00	\$ 48.30	\$ 22.14	\$ 271.00	\$ 293.14	\$ 43.97	\$ 26.00	\$ 204.00	\$ 230.00	\$ 34.50
2	Basic price for 6-ft. high fence - 30% weighted	\$ 28.00	\$ 365.00	\$ 393.00	\$ 117.90	\$ 25.00	\$ 300.00	\$ 325.00	\$ 97.50	\$ 24.21	\$ 302.00	\$ 326.21	\$ 97.86	\$ 28.00	\$ 230.00	\$ 258.00	\$ 77.40
3	Basic price for 8-ft. high fence - 15% weighted	\$ 30.00	\$ 365.00	\$ 395.00	\$ 59.25	\$ 30.00	\$ 350.00	\$ 380.00	\$ 57.00	\$ 31.42	\$ 346.00	\$ 377.42	\$ 56.61	\$ 30.00	\$ 242.00	\$ 272.00	\$ 40.80
4	Basic price for 10-ft. high fence - 10% weighted	\$ 35.00	\$ 365.00	\$ 400.00	\$ 40.00	\$ 35.00	\$ 350.00	\$ 385.00	\$ 38.50	\$ 38.18	\$ 378.00	\$ 416.18	\$ 41.62	\$ 35.00	\$ 302.00	\$ 337.00	\$ 33.70
Weighted Sub-Total					\$ 274.90				\$ 241.30				\$ 240.07				\$ 186.40

Capistrano Unified School District  
 Fence Repairs and Maintenance Districtwide  
 Bid No. 1516-05

Wednesday, April 29, 2015, 10:00 a.m.

Bid Summary

PLASTIC COATED COLORED CHAIN LINK FENCE	Harris Steel Fence Company				Jim Justus Fence Company				La Habra Fence Company, Inc.				Q Fence and Fabrication					
	Bid Item #	Description	Per Foot Cost	Termi- nation Cost	Total	Wghtd %	Per Foot Cost	Termi- nation Cost	Total	Wghtd %	Per Foot Cost	Termi- nation Cost	Total	Wghtd %	Per Foot Cost	Termi- nation Cost	Total	Wghtd %
8	Basic price for 4-ft. high fence - <b>15% weighted</b>	\$ 35.00	\$ 365.00	\$ 400.00	\$ 400.00	\$ 60.00	\$ 27.50	\$ 400.00	\$ 427.50	\$ 64.13	\$ 30.61	\$ 317.00	\$ 347.61	\$ 52.14	\$ 32.00	\$ 234.00	\$ 266.00	\$ 39.90
9	Basic price for 6-ft. high fence - <b>30% weighted</b>	\$ 40.00	\$ 365.00	\$ 405.00	\$ 400.00	\$ 121.50	\$ 33.00	\$ 400.00	\$ 433.00	\$ 129.90	\$ 32.18	\$ 392.00	\$ 424.18	\$ 127.25	\$ 35.00	\$ 265.00	\$ 300.00	\$ 90.00
10	Basic price for 8-ft. high fence <b>15% weighted</b>	\$ 45.00	\$ 365.00	\$ 410.00	\$ 450.00	\$ 61.50	\$ 40.00	\$ 450.00	\$ 490.00	\$ 73.50	\$ 38.47	\$ 428.00	\$ 466.47	\$ 69.97	\$ 38.00	\$ 272.00	\$ 310.00	\$ 46.50
11	Basic price for 10- ft. high fence - <b>10% weighted</b>	\$ 50.00	\$ 365.00	\$ 415.00	\$ 450.00	\$ 41.50	\$ 48.00	\$ 450.00	\$ 498.00	\$ 49.80	\$ 47.17	\$ 470.00	\$ 517.17	\$ 51.72	\$ 47.00	\$ 312.00	\$ 359.00	\$ 35.90
Weighted Sub-Total				\$ 284.50		\$ 317.33				\$ 301.08							\$ 212.30	

Capistrano Unified School District  
 Fence Repairs and Maintenance Districtwide  
 Bid No. 1516-05

Wednesday, April 29, 2015, 10:00 a.m.

Bid Summary

DECORATIVE FLAT-TOP FENCING - 30%	Harris Steel Fencing Company				Jim Justus Fence Company				La Habra Fence Company, Inc.				Q Fence and Fabrication					
	Bid Item #	Description	Galv. Cost	Paint Cost	Total	Wghtd %	Galv. Cost	Paint Cost	Total	Wghtd %	Galv. Cost	Paint Cost	Total	Wghtd %	Galv. Cost	Paint Cost	Total	Wghtd %
17		Basic price for 5-ft. at 94"	\$ 200.00	\$ 200.00	\$ 400.00	\$ 120.00	\$ 245.00	\$ 286.00	\$ 531.00	\$ 159.30	\$ 267.00	\$ 267.00	\$ 534.00	\$ 160.20	\$ 126.00	\$ 126.00	\$ 252.00	\$ 75.60
8		Basic price for 5-ft. at 118"	\$ 250.00	\$ 250.00	\$ 500.00	\$ 150.00	\$ 300.00	\$ 360.00	\$ 660.00	\$ 198.00	\$ 313.00	\$ 313.00	\$ 626.00	\$ 187.80	\$ 134.00	\$ 134.00	\$ 268.00	\$ 80.40
9		Basic price for 6-ft. at 94"	\$ 260.00	\$ 260.00	\$ 520.00	\$ 156.00	\$ 260.00	\$ 307.00	\$ 567.00	\$ 170.10	\$ 282.00	\$ 282.00	\$ 564.00	\$ 169.20	\$ 145.00	\$ 145.00	\$ 290.00	\$ 87.00
0		Basic price for 6-ft. at 118"	\$ 300.00	\$ 300.00	\$ 600.00	\$ 180.00	\$ 325.00	\$ 383.00	\$ 708.00	\$ 212.40	\$ 317.00	\$ 317.00	\$ 634.00	\$ 190.20	\$ 155.00	\$ 155.00	\$ 310.00	\$ 93.00
21		Basic price for 7-ft. at 94"	\$ 320.00	\$ 320.00	\$ 640.00	\$ 192.00	\$ 275.00	\$ 325.00	\$ 600.00	\$ 180.00	\$ 298.00	\$ 298.00	\$ 596.00	\$ 178.80	\$ 156.00	\$ 156.00	\$ 312.00	\$ 93.60
22		Basic price for 7-ft. at 118"	\$ 350.00	\$ 350.00	\$ 700.00	\$ 210.00	\$ 340.00	\$ 400.00	\$ 740.00	\$ 222.00	\$ 342.00	\$ 342.00	\$ 684.00	\$ 205.20	\$ 160.00	\$ 160.00	\$ 320.00	\$ 96.00
23		Basic price for 8-ft. at 94"	\$ 360.00	\$ 360.00	\$ 720.00	\$ 216.00	\$ 360.00	\$ 425.00	\$ 785.00	\$ 235.50	\$ 313.00	\$ 313.00	\$ 626.00	\$ 187.80	\$ 178.00	\$ 178.00	\$ 356.00	\$ 106.80
24		Basic price for 8-ft. at 118"	\$ 400.00	\$ 400.00	\$ 800.00	\$ 240.00	\$ 450.00	\$ 530.00	\$ 980.00	\$ 294.00	\$ 357.00	\$ 357.00	\$ 714.00	\$ 214.20	\$ 192.00	\$ 192.00	\$ 384.00	\$ 115.20

Capistrano Unified School District  
 Fence Repairs and Maintenance Districtwide  
 Bid No. 1516-05

Wednesday, April 29, 2015, 10:00 a.m.

Bid Summary

DECORATIVE FLAT-TOP FENCING - 30%	Harris Steel Fencing Company				Jim Justus Fence Company				La Habra Fence Company, Inc.				Q Fence and Fabrication				
	Bid Item #	Description	Galv. Cost	Paint Cost	Total	Wghtd %	Galv. Cost	Paint Cost	Total	Wghtd %	Galv. Cost	Paint Cost	Total	Wghtd %	Galv. Cost	Paint Cost	Total
25	Rails - 1-1/2"x 1-1/2" 14-ga. steel tube at 94"	\$ 100.00	\$ 100.00	\$ 200.00	\$ 60.00	\$ 100.00	\$ 125.00	\$ 225.00	\$ 67.50	\$ 44.00	\$ 44.00	\$ 88.00	\$ 26.40	\$ 23.00	\$ 23.00	\$ 46.00	\$ 13.80
26	Pickets - 3/4"x3/4" 16-ga. steel tube, 4-3/4" OC	\$ 35.00	\$ 35.00	\$ 70.00	\$ 21.00	\$ 50.00	\$ 60.00	\$ 110.00	\$ 33.00	\$ 6.00	\$ 6.00	\$ 12.00	\$ 3.60	\$ 6.00	\$ 6.00	\$ 12.00	\$ 3.60
7	Posts - 2"x2" 14-ga. steel tube s/prsd steel cap, space 8-ft. OC	\$ 150.00	\$ 150.00	\$ 300.00	\$ 90.00	\$ 160.00	\$ 180.00	\$ 340.00	\$ 102.00	\$ 122.00	\$ 122.00	\$ 244.00	\$ 73.20	\$ 190.00	\$ 190.00	\$ 380.00	\$ 114.00
3	Posts - 2"x2" 14-ga. steel tube w/prsd steel cap, spaced 10-ft. OC	\$ 150.00	\$ 150.00	\$ 300.00	\$ 90.00	\$ 160.00	\$ 180.00	\$ 340.00	\$ 102.00	\$ 122.00	\$ 122.00	\$ 244.00	\$ 73.20	\$ 190.00	\$ 190.00	\$ 380.00	\$ 114.00
29	Posts - 2"x2" 11-ga. steel tube w/prsd steel cap, spaced 8-ft. OC	\$ 150.00	\$ 150.00	\$ 300.00	\$ 90.00	\$ 170.00	\$ 200.00	\$ 370.00	\$ 111.00	\$ 161.00	\$ 161.00	\$ 322.00	\$ 96.60	\$ 194.00	\$ 194.00	\$ 388.00	\$ 116.40
30	Posts - 2"x2" 11-ga. steel tube w/prsd steel cap, spaced 10-ft. OC	\$ 150.00	\$ 150.00	\$ 300.00	\$ 90.00	\$ 170.00	\$ 200.00	\$ 370.00	\$ 111.00	\$ 161.00	\$ 161.00	\$ 322.00	\$ 96.60	\$ 194.00	\$ 194.00	\$ 388.00	\$ 116.40
Weighted Sub-Total					\$1,905.00				\$2,197.80				\$1,863.70				\$ 1,225.80

Capistrano Unified School District  
 Fence Repairs and Maintenance Districtwide  
 Bid No. 1516-05

Wednesday, April 29, 2015, 10:00 a.m.

Bid Summary

	Harris Steel Fencing Company	Jim Justus Fence Company	La Habra Fence Company, Inc.	Q Fence and Fabrication
WEIGHTED GRAND TOTAL	\$2,464.40	\$2,756.13	\$2,404.84	\$ 1,624.50

CAPISTRANO UNIFIED SCHOOL DISTRICT  
FENCE REPAIRS AND MAINTENANCE  
BID NO. 1516-05

COMPANY NAME Q FENCE AND FAB.

**VI. BID FORM**

Name of Bidder: Q FENCE AND FABRICATION  
To: Capistrano Unified School District, acting by and through its Governing Board, herein called "District."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**Bid No. 1516-05  
FENCE REPAIR AND MAINTENANCE**

All in strict conformity with the Project documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the Purchasing Department of said District.

**BID PRICE SHEET**

- All pricing herein to include all materials, labor, standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions - Prevailing Wage Rates.**
- Bidders must enter a price for all items; if no cost, enter zero (0); or the bid submitted may be declared non-responsive.
- Bid to be awarded to lowest responsive, responsible bidder.
- **Award of bid will be determined by the following weighted percentages based upon projected district usage:**
  - Chain Link: 4-ft. - 15%; 6-ft. - 30%; 8-ft. - 15%; 10-ft. - 10%
  - Decorative Flat Top: 30%

Item #	CHAIN LINK FENCING - Fencing prices are to include all materials and labor.	Per Foot Cost	Termination Cost
1	Basic price for 4-ft. high fence	26	204
2	Basic price for 6-ft. high fence	28	230
3	Basic price for 8-ft. high fence	30	242
4	Basic price for 10-ft. high fence	35	302
	<b>CHAIN LINK GATES</b>	<b>Per Foot Cost</b>	<b>Termination Cost</b>
5	Basic price for each 4-ft. high by 4-ft. wide	96	280
6	Basic price per additional foot in width	65	22
7	Price per each additional foot in height	65	26
	<b>PLASTIC COATED COLORED CHAIN LINK FENCING - Fencing prices are to include all materials and labor.</b>	<b>Per Foot Cost</b>	<b>Termination Cost</b>
8	Basic price for 4-ft. high fence	32	234
9	Basic price for 6-ft. high fence	35	265
10	Basic price for 8-ft. high fence	38	272
11	Basic price for 10-ft. high fence	47	312
	<b>PLASTIC COATED COLORED CHAIN LINK GATES</b>	<b>Per Foot Cost</b>	
12	Basic price for each 4-ft. high by 4-ft. wide	140	364
13	Basic price per additional foot in width	132	8
14	Price per each additional foot in height	65	11
15			
	<b>TEMPORARY CHAIN LINK FENCING</b>	<b>Per Foot Cost</b>	<b>N/A</b>
16	Basic price for 6-ft. on pedestals	7	N/A
	<b>DECORATIVE FLAT-TOP FENCING -</b>	<b>Galvanized</b>	<b>Painted</b>



Item #	Fencing prices are to include all materials and labor.	Cost Per Panel	Cost Per Panel
17	Basic price for 5 ft. height, at 94" long	126	126
18	Basic price for 5 ft. height at 118" long	134	134
19	Basic price for 6 ft. height at 94" long	145	145
20	Basic price for 6 ft. height at 118" long	155	155
21	Basic price for 7 ft. height at 94" long	156	156
22	Basic price for 7 ft. height at 118" long	160	160
23	Basic price for 8 ft. height at 94" long	178	178
24	Basic price for 8 ft. height at 118" long	192	192
25	Rails--1 1/2" x 1 1/2" 14-ga. steel tube at 94" long	23	23
26	Pickets - 3/4" x 3/4" 16-ga. steel tube, 4 3/4" OC	6 EA	6 EA
27	Posts - 2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	190	190
28	Posts - 2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	190	190
29	Posts - 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	194	194
30	Posts - 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	194	194
<b>DECORATIVE SWING GATES</b>		<b>Galvanized Cost</b>	<b>Painted Cost</b>
31	Framework as required for size, but not less than that of panels, pickets to match panels, hardware as required - (per lin. foot)	182	182
32	Trussing and heavier posts as needed (per lin. foot)	40	40
<b>DECORATIVE SLIDE GATES</b>			
33	2" x 2" steel tube top rail and verticals, 2" x 4" x 11-ga. steel tube bottom rail w/wheel housings (per lin. foot) 6-ft. tall	186	186
34	2" x 2" steel tube top rail and verticals, 2" x 4" x 11-ga. steel tube bottom rail w/wheel housings (per lin. foot) 8-ft. tall	212	212
<b>LABOR SCHEDULE</b>		<b>Per Hour</b>	<b>Per Foot</b>
35	Cost per man hour for work not listed above, including a truck, supervision, and costs necessary to place a man on work site	225	0
36	Installation price through asphalt or concrete	65	0
37	Minimum job cost	<b>Lump Sum:</b>	650

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items

necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to District the Agreement and will also furnish and deliver to District the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by District. It is understood that should bidder fail or refuse to return these documents as required by District, the bid security shall be forfeited to District. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the seventh (7<sup>th</sup>) day after receiving District's Notice to Proceed, and shall be completed by the bidder in the time specified by District.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

---

8. 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 purchases of goods, materials, or services by the bidder for sale to District pursuant to the bid. Such assignment shall be made and become effective at the time District tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. 985167, Class 13, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by District at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. 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 District against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by District, the bidder shall furnish a notarized financial statement, references, and other information required by District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within the time specified in the purchase order or Notice to Proceed. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **two hundred dollars (\$200.00)** (Government Code Section 53069.85)

13. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
FENCE REPAIRS AND MAINTENANCE  
BID NO. 1516-05

COMPANY NAME Q FENCE AND FAB

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

Partnership Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

Corporation Name: Q FENCE AND FABRICATION  
(a INC Corporation)  
Business Address: 13089 PEYTON DR.  
CHINO HILLS CA. 91709  
Telephone: 800 825 4331

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

CAPISTRANO UNIFIED SCHOOL DISTRICT  
FENCE REPAIRS AND MAINTENANCE  
BID NO. 1516-05

COMPANY NAME Q FENCE AND FAB

Signed by: \_\_\_\_\_, President, Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, President

Signed by: \_\_\_\_\_, Secretary, Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, Secretary

[Seal]

Joint Venturer

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

Signed by: \_\_\_\_\_, Joint Venturer

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

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

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Other Parties to If an individual:

Joint Venture:

(Name)

Signed by: \_\_\_\_\_

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

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

Doing Business as: \_\_\_\_\_;

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

(Name)

Signed by: \_\_\_\_\_, Partner

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

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

Business Address: \_\_\_\_\_

Telephone: 800 825 4331

If a Corporation: Q FENCE AND FABRICATION

(a INC Corporation)

Signed By: \_\_\_\_\_ Date: 4-29-15

Print Name: QUINN LUTOWSKI

CAPISTRANO UNIFIED SCHOOL DISTRICT  
FENCE REPAIRS AND MAINTENANCE  
BID NO. 1516-05

COMPANY NAME Q FENCE AND FABRICATI.

Title: PRESIDENT

Date: 4-29-15

Business Address: 13089 PEYTON DR.

CHINO HILLS CA. 91709

Telephone: 800 825 4331

**XIV. AGREEMENT**

THIS AGREEMENT, dated **June 11, 2015**, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "District"), and **Q Fence and Fabrication, Incorporated**, (hereinafter referred to as "Contractor").

District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the Project known as **BID NO. 1516-05, FENCE REPAIRS AND MAINTENANCE** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. CONTRACTOR shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Project Documents, and unless CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Project Documents.

3. District shall pay to CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the unit prices as specified in attached bid price sheet.

4. The work shall be commenced on or before the seventh (7<sup>th</sup>) day after receiving District's Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days

from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with four (4) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 60 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. District has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for District's convenience, CONTRACTOR shall be entitled to receive payment from District for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, District shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

7. CONTRACTOR agrees to and does hereby indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed



by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or

- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which District may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, District may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that District may release such funds if the CONTRACTOR provides District with reasonable assurance of protection of District's interests. District shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by District including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than **\$1,000,000.00**

and

Subject to the same limit for each person on account of one accident, in an amount not less than **\$1,000,000.00**

Property Damage Insurance in an amount not less than **\$1,000,000.00**

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Escrow Account: N/A  
11. Labor Compliance Program: N/A

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of \_\_\_\_\_, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

**CONTRACT DOCUMENTS:**

1. \_\_\_\_\_ Bid Bond
2. \_\_\_\_\_ Bid Form
3. \_\_\_\_\_ Designation of Subcontractors
4. \_\_\_\_\_ CA Contractors License Number
5. \_\_\_\_\_ DIR Registration Number
6. \_\_\_\_\_ Information Required of Bidder
7. \_\_\_\_\_ Contractor's Certificate Regarding Workers' Compensation
8. \_\_\_\_\_ Certification – Participation of Disabled Veteran Business Enterprise
9. \_\_\_\_\_ Noncollusion Declaration
10. \_\_\_\_\_ Faithful Performance Bond
11. \_\_\_\_\_ Payment Bond
12. \_\_\_\_\_ Agreement
13. \_\_\_\_\_ Drug-Free Workplace Certification
14. \_\_\_\_\_ Certification by Contractor Criminal Records Check
15. \_\_\_\_\_ Contractor's Certificate Non-Asbestos Containing Materials
16. \_\_\_\_\_ Tobacco Use Policy
17. \_\_\_\_\_ Conflict of Interest
18. \_\_\_\_\_ Compliance With Safety Regulations
19. \_\_\_\_\_ Certificate Of Liability Insurance
20. \_\_\_\_\_ W-9 Form

**CONTRACT TERM**

The terms of this base contract is for one year beginning **July 1, 2015**, through **June 30, 2016**, with four (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 60 months.

District

Contractor

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)



CAPISTRANO UNIFIED SCHOOL DISTRICT  
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Personnel Activity List Board of Trustees Regular Meeting of June 10, 2015  
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**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Andrews, Stephanie	Inst Asst-Sp Ed	Voluntary	01/29/2015	06/19/2015
2. Banis, Matthew	Sub Student Supvr	Voluntary	09/11/2014	02/20/2015
3. Byers, Vicki	Buyer/Planner	Retirement	01/14/1997	07/17/2015
4. Cox, Linda	Mental Health and Behavior Support Spec	Retirement	11/05/1998	08/01/2015
5. Detrich, Kelly	IF-Sp Ed	Relocation	03/27/2014	07/31/2015
6. Escribano-Newlove, Carmen	Blngl Comm Svcs Liaison	Retirement	10/18/1994	06/20/2015
7. Fazio, Suzanne	Health Asst	Voluntary	01/07/2014	06/05/2015
8. Magwood, Donna	Sub Inst Asst	Voluntary	10/19/2013	06/19/2015
9. McGuier, Juliane	Sub Student Supvr	Voluntary	09/26/2013	05/04/2015
10. Perez, Aleida	Blngl Comm Svcs Liaison	Voluntary	03/21/2011	06/19/2015
11. Tye, Cynthia	Sub Inst Asst	Voluntary	09/08/2005	05/14/2015
12. Whelen, Laureen	Sub MS Campus Supvr Sub Student Supvr	Voluntary	10/09/1995	05/11/2015

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
13. Castillo, Miguel	Technology Support Spec I (12mo/40hpw)	\$23.65 hr	R41-1	06/11/2015
14. Pfommer, Edward	Sch Bus Driver (9.5mo/per bid)	\$17.66 hr	R28-1	06/11/2015
15. Stagner, Erin	Sch Clerk II (10.5mo/40hpw)	\$15.93 hr	R25-1	06/11/2015

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
16. Balsis, Bradley	Groundskeeper	\$16.74 hr		06/11/2015
17. Carrera, Lisa	Elem Sch Clerk	\$16.33 hr	R26-1	05/26/2015
18. Cawley, Ryan	Groundskeeper	\$16.74 hr		06/11/2015
19. Duke, Diana	Student Supvr	\$10.00 hr		06/11/2015
20. Finn, Deborah	Inst Asst-Sp Ed	\$14.08 hr	R20-1	06/11/2015
	IF-Sp Ed	\$14.79 hr	R22-1	
21. Gethers, Joanne	Sch Clerk I	\$15.16 hr	R23-1	06/30/2015

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**APPROVE EMPLOYMENT (Cont.)**

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
22. Hosseini, Victoria	Student Supvr	\$10.00 hr		06/11/2015
23. Jenkins, Edward	Groundskeeper	\$16.74 hr	R27-1	06/11/2015
24. LaPine, Linda	Clerk I	\$15.16 hr	R23-1	06/04/2015
25. Lewis, Kaylie	IF-Sp Ed	\$14.79 hr	R22-1	06/11/2015
26. Pontius, Shannon	Student Supvr	\$10.00 hr		06/11/2015
27. Sotelo, Derrick	Sch Bus Driver	\$17.66 hr		06/11/2015
28. Stark, Kelly	Sch Bus Driver	\$17.66 hr		06/11/2015
29. Trudell, Jennifer	Student Supvr	\$10.00 hr		06/11/2015
30. Urquhart, Marci	Student Supvr	\$10.00 hr		06/11/2015

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
31. Bahena, Isabel	Student Worker	\$9.00 hr	05/05/2015- 06/30/2015
32. Lin, Jason	Student Worker	\$9.00 hr	05/14/2015- 06/30/2015
33. Ramirez-Tapia, Michell	Student Worker	\$9.00 hr	05/18/2015- 06/30/2015
34. Russell, Daniel	Student Worker	\$9.00 hr	04/29/2015- 06/30/2015
35. Toler, Alexandra	Student Worker	\$9.00 hr	05/18/2015- 06/30/2015
36. Trujillo, Marvin	Student Worker	\$9.00 hr	04/01/2015- 06/30/2015
37. Wilkinson, Brendon	Student Worker	\$9.00 hr	04/01/2015- 06/30/2015

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
38. Munsell, Donald	Swimming, Varsity (Head)	Tesoro HS	\$ 3,521.00	02/28/2015- 05/15/2015
39. Napora, Justin	Baseball, Boys' Varsity (Asst)	San Juan Hills HS	\$ 3,081.00	03/01/2015- 05/08/2015
40. Portillo, Danny	Cross Country, Boys' (Head)	Capistrano Valley HS	\$ 3,367.00	08/25/2015- 11/01/2015
41. Sherman, Rocky	Safety/Equipment	Aliso Niguel HS	\$ 3,521.00	02/02/2015- 06/22/2015

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**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
42. Albert, Crystal	Softball, Varsity (Asst)	San Clemente HS	\$ 308.10	05/15/2015
43. Conrad, Todd	Swimming, Girls' Varsity	Tesoro HS	\$ 330.10	05/10/2015
44. Cota, Chris	Track, Girls' Varsity (Asst)	Dana Hills HS	\$ 264.10	05/11/2015
45. Crane, Ryan	Track, Girls' Varsity (Head)	Dana Hills HS	\$ 352.10	05/11/2015
46. Donnels, Chris	Baseball, Varsity (Asst)	Dana Hills HS	\$ 308.10	05/18/2015
47. Fenton II, Rick	Track, Girls' (Asst)	San Clemente HS	\$ 264.10	05/09/2015
48. Kelley, Peter	Tennis, Varsity (Head)	Aliso Niguel HS	\$ 300.10	05/07/2015
49. Machado, Terri	Tennis, Boys' Varsity (Head)	Capistrano Valley HS	\$ 330.10	05/09/2015
50. May, Carey	Track, Girls' Varsity (Head)	Tesoro HS	\$ 176.05 \$ 352.10	05/10/2015
51. McRoberts, Steven	Track, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 352.10	05/09/2015
52. Miranda, Albert	Track, Boys' (Head)	Tesoro HS	\$ 352.10 \$ 176.05	05/10/2015 05/17/2015
53. Munsell, Donald	Softball, Varsity (Head)	Tesoro HS	\$ 352.10	05/17/2015
54. Newberry, Daniel	Swimming, Boys' Swimming, Girls'	San Juan Hills HS	\$ 330.10 \$ 330.10	05/11/2015
55. Price, Robert	Track, (Asst)	San Juan Hills HS	\$ 264.10	05/11/2015
56. Saenz, Derek	Volleyball, Boys' (Head)	Capistrano Valley HS	\$ 330.10	05/07/2015
57. Sarber, Ron	Softball, Varsity (Asst)	Tesoro HS	\$ 308.10	05/17/2015
58. Skovbo, Michael	Track, Boys' (Asst)	San Clemente HS	\$ 264.10	05/09/2015



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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
59. Allred, John	Football, (Asst)	San Clemente HS	\$ 150.00	05/14/2015- 06/06/2015
60. Andrews, Jared	Marching Band	Aliso Niguel HS	\$ 1,300.00	06/01/2015- 06/30/2015
			\$15,600.00	07/01/2015- 06/30/2016
61. Burkholder, Alan	Lacrosse, Boys' (Asst)	Tesoro HS	\$ 2,500.00	02/28/2015- 05/15/2015
62. Caldwell, Kyle	Football, JV	Capistrano Valley HS	\$ 2,640.00	05/01/2015- 06/30/2015
63. Campbell, Dori	Lacrosse, Girls' JV	Dana Hills HS	\$ 3,600.00	02/14/2015- 05/01/2015
64. Conrad, Todd	Swimming, Boys'	Tesoro HS	\$ 2,640.54	02/02/2015- 04/30/2015
	Swimming, Girls'		\$ 1,000.00	05/18/2015- 06/12/2015
65. Degelsmith, Daylen	Swimming, Girls'	Tesoro HS	\$ 400.00	05/18/2015- 06/12/2015
66. Dinkel, Brian	Percussion Coach	Aliso Niguel HS	\$ 1,100.00	06/01/2015- 06/30/2015
			\$13,200.00	07/01/2015- 06/30/2016
67. Farley, Nicole	Soccer, Girls' (Asst)	Dana Hills HS	\$ 1,000.00	02/16/2015- 05/01/2015
68. Figueroa, Chyann	Percussion Coach	Aliso Niguel HS	\$ 6,000.00	07/01/2015- 06/30/2016
69. Gillebaard, Paul	Track, (Asst)	Tesoro HS	\$ 2,400.00	02/28/2015- 05/08/2015
70. Kaveh, Mehdi	Wrestling, Varsity (Asst)	Aliso Niguel HS	\$ 1,000.00	06/22/2015- 06/30/2015
71. Lapes, Curren	Football, Varsity (Asst)	San Juan Hills HS	\$ 2,000.00	05/11/2015- 06/30/2015
72. LaRocca, Michael	Track, Girls' (Asst)	Dana Hills HS	\$ 2,000.00	02/23/2015- 04/30/2015
73. Nguyen, Tuan	Volleyball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	02/01/2015- 04/30/2015
74. Parks, Randy	Strength and Conditioning	San Juan Hills HS	\$ 2,500.00	05/01/2015- 06/30/2015
75. Ricci, David	Football, JV (Asst)	Capistrano Valley HS	\$ 2,640.00	05/01/2015- 06/30/2015

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**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
76. Robinson, Cory	Color Guard	Aliso Niguel HS	\$ 7,200.00	07/01/2015-06/30/2016
77. Trevino, Ricardo	Wrestling, (Asst)	Aliso Niguel HS	\$ 2,500.00	04/15/2015-06/05/2015
78. Wilson, Mark	Baseball, (Asst)	Dana Hills HS	\$ 2,500.00	02/16/2015-05/15/2015

**APPROVE EMPLOYMENT PENDING CLEARANCES**

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
79. Ago, Miri	Sch Bus Driver (9.5mo/per bid)	\$17.66 hr	R28-1	06/11/2015
80. Blanco, Robert	Groundskeeper (12mo/40hpw)	\$16.74 hr	R27-1	06/11/2015

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
81. Hubbard, Beth	IF-Sp Ed (9.5mo/35hpw)	\$14.79 hr	R22-1	06/11/2015
82. Oyarzabal, Maria	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	06/11/2015
83. Young, Sharon	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	06/11/2015

**APPROVE PROMOTION**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
84. Araujo, David	Custodian I (12mo/40hpw)	Storekeeper/Delivery Driver (Temp/40hpw)	R28-2	06/10/2015-12/15/2015
85. Gonzales, Octavio	Groundskeeper (12mo/40hpw)	Grounds Equipment Operator (12mo/40hpw)	R30-20	06/11/2015

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**APPROVE PROMOTION (Cont.)**

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
86. Woodson, Candace	Account Clerk III (12mo/40hpw)	Accounting Tech I (12mo/40hpw)	R34-10	06/11/2015

**APPROVE REASSIGNMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
87. Diaz, Martha	Blngl Inst Asst (9.5mo/15hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-20	06/11/2015
88. Pattee, Tanya	Staff Secretary (12mo/30hpw)	Activities Account Clerk (10.75mo/40hpw)	R30-3	06/01/2015

**APPROVE ASSIGNMENT ADJUSTMENTS**

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
89. Cisternas, Claudia	Blngl Clerk (12mo/15hpw)	Blngl Clerk (12mo/40hpw)	R25-10	07/01/2015
90. Reed, Tonya	IF-Sp Ed (9.5mo/25hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	06/11/2015
91. Sharpe, Karen	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-1	06/11/2015

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
92. Balcewicz, Penelope	Elem Library Media Tech TAA NTE 35 hrs (Clean and organize the library)	06/01/2015- 06/30/2015
93. Barajas, Delia	FS Worker TAA NTE 15 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015
94. Boulgarides, Gabriela	Blngl Comm Svcs Liaison TAA NTE 4 hrs (Assist with the McKinney Vento program)	05/26/2015
95. Chamocho, Nery	FS Worker TAA NTE 15 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
96. Clarke, Erin	Elem Library Media Tech TAA NTE 40 hrs (Clean and organize the library)	06/01/2015- 06/30/2015
97. Daniel, Traci	IF-Sp Ed TAA NTE 17.5 hrs (Attend CAT classes)	01/27/2015- 02/17/2015
98. Diaz, Margo	FS Worker TAA NTE 15 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015
99. Farias, Elvira	FS Worker TAA NTE 15 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015
100. Farias, Patricia	FS Worker TAA NTE 30 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015
101. Gutierrez, Nora	Elem Library Media Tech TAA NTE 40 hrs (Clean and organize the library)	06/01/2015- 06/30/2015
102. Gutierrez, Yvette	FS Worker TAA NTE 15 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015
103. Howard, Linda	Elem Library Media Tech TAA NTE 25 hrs (Clean and organize the library)	06/01/2015- 06/30/2015
104. Inlow, Sarah	Theater Tech TAA NTE 40 hrs (Support rental agreement events)	07/01/2015- 08/10/2015
105. Kalk, Kristin	Elem Library Media Tech TAA NTE 20 hrs (Clean and organize the library)	06/01/2015- 06/30/2015
106. Kloepfer, Bethanie	Elem Library Media Tech TAA NTE 30 hrs (Clean and organize the library)	06/01/2015- 06/30/2015
107. Leitz, Sharlene	FS Worker TAA NTE 15 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015
108. Lopez, Martha	FS Worker TAA NTE 15 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015
109. Mar, Araceli	BIngl Clerk TAA NTE 50 hrs (Assist with end of year materials and inventory)	05/13/2015- 06/19/2015
110. Nowell, Diana	Elem Library Media Tech TAA NTE 10 hrs (Clean and organize the library)	06/01/2015- 06/30/2015
111. Peterson, Erin	Elem Library Media Tech TAA NTE 40 hrs (Clean and organize the library)	06/01/2015- 06/30/2015
112. Rodriguez, Laura	Lead FS Worker I TAA NTE 30 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015
113. Rojas, Norma	FS Worker TAA NTE 15 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015
114. Romero-Mendoza, Lorenzo	FS Worker TAA NTE 30 hrs (Provide summer feeding of students)	06/25/2015- 08/21/2015

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT  
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
115. Sant, Brooke	Elem Library Media Tech TAA NTE 20 hrs (Clean and organize the library)	06/01/2015- 06/30/2015
116. Silva, Lupe	FS Worker TAA NTE 25 hrs (Provide summer feeding of students)	06/25/2015- 08/21/2015
117. Solis, Bertha	Blngl Inst Asst-Presch TAA NTE 5 hrs (Provide translation for parent conferences)	05/01/2015- 06/30/2015
118. Stilwagner Lisa	Lead FS Worker I TAA NTE 30 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015
119. Torres, Rocio	Blngl Comm Svcs Liaison TAA NTE 2 hrs (Assist with the McKinney Vento program)	05/26/2015
120. Valian, Margaret	Elem Library Media Tech TAA NTE 10 hrs (Clean and organize the library)	06/01/2015- 06/30/2015
121. Vivar, Jessica	Blngl Inst Asst-Presch TAA NTE 5 hrs (Provide translation during parent conferences)	05/01/2015- 06/30/2015
122. Zamarripa, Lorena	FS Worker TAA NTE 30 hrs (Provide summer feeding of students)	07/01/2015- 08/21/2015

**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED  
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
123. Johnson, Hannah	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	05/19/2015
124. Levine, Jodie	IF-Sp Ed (9.5mo/17.5hpw)	Caregiver	R19-1	05/20/2015
125. Macbeth, Jonell	Literacy Intervention Spec (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	04/17/2014
126. Muratalla, Kelly	LVN (9.5mo/25hpw)	Sch Clerk I	R23-1	05/12/2015
127. Naik, Priya	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-2	09/04/2014

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**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
128. Dewar, Dawn	Sch Bus Driver	Personal	05/09/2015- 05/22/2015



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**ACCEPT RESIGNATIONS/TERMINATIONS**

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Bellante, Roz	Executive Director, Secondary & Adult Transition Special Education Programs	Retirement	09/02/1994	07/08/2015
2. Benefield, Steven	Teacher	Retirement	10/11/1979	06/22/2015
3. Hamman, Joyce	Teacher	Personal	09/01/1999	05/31/2015
4. Johnny, Anthony	Substitute Teacher	Voluntary	10/23/2014	06/19/2015
5. Kohlberg, Krystal	Substitute Teacher	District Initiated	10/24/2013	05/27/2015
6. Marsden, Claire	Speech Pathologist	Other Employment	08/30/2011	06/22/2015
7. McDonnell, Fujiyo	Substitute Teacher	Relocation	09/29/2011	05/27/2015
8. McPhee, Kaely	Teacher	Other Employment	08/28/2014	06/22/2015
9. Pluimer, Sarai	Substitute Teacher	District Initiated	01/29/2015	05/27/2015
10. Rader, Melinda	Teacher	Retirement	09/02/1986	06/22/2015
11. Rogers, Elisa	Substitute Teacher	District Initiated	12/12/2013	05/27/2015
12. Satterlee, Robin	Teacher	Deceased	09/03/1999	05/25/2015
13. Tucker, Maryann	Teacher	Retirement	10/11/1993	06/22/2015
14. Woods, Deborah	Counselor	Short Term Assignment Ended	01/30/2015	05/29/2015
15. Young, D. Scott	Principal, Elementary	Retirement	09/21/1988	06/30/2015

**APPROVE EMPLOYMENT**

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
16. Montgomery, Richard	Director VI, Personnel Services	\$141,923	R60-20	07/01/2015
17. Smith, Chad	Principal, High School	\$149,198	R64-15	07/01/2015
18. Tran, Anthony	Director, Assessment, Research & Accountability	\$113,913	R59-4	07/01/2015

**APPROVE HOME/HOSPITAL TEACHERS**

Pay @ \$35.00 per hour

19. Brannam, Andrea	23. Proodian, David
20. Finman, Marie	24. Sanchez, Lynn
21. Howell, Brian	25. Stafford, Carol
22. Nguyen, Dang	



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**APPROVE SUBSTITUTE TEACHERS**

Pay @ \$90.00 per day

26.Cho, Christina	29.Mark, Cory
27.Ehrke, Sean	30.Portor, Samantha
28.Loftus, Donna	31.Scarola, Joy

**APPROVE SUBSTITUTE SPEECH PATHOLOGIST**

Pay @ \$400.00 per day

32. Torres, Joy

**APPROVE 6/5<sup>th</sup> ASSIGNMENT 2<sup>nd</sup> SEMESTER**

Not to exceed \$19,800.00 for 6/5ths section

33. Jobst, Shelly

**APPROVE ASSIGNMENT ADJUSTMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
34. Brentlinger, Jodee	Assistant Superintendent, Personnel Services	Assistant Superintendent, Administrative Services/ Community Relations	07/01/2015

**APPROVE REASSIGNMENT**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
35. Yogi, Stacy	Executive Director, State & Federal Programs	Principal, Elementary	07/01/2015

**APPROVE RECLASSIFICATIONS**

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
36. Beekman, Mike	Executive Director, Safety & Student Services Range 61	Director VI, Pupil Welfare Range 60 (Y-Rate)	07/01/2015

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**APPROVE PROMOTIONS**

<u>Name</u>	<u>Previous Assignment</u>	<u>Annual Salary</u>	<u>New Assignment</u>	<u>Annual Salary</u>	<u>Effective Date</u>
37. Brooks, Tim	Director VI, Personnel Services	\$141,923	Executive Director, Personnel Services/ Investigations	\$149,111	07/01/2015
38. Dempsey, Patrice	Teacher-Adult Education	\$ 32.00 p/h	Coordinator, Credit Recovery	\$80,764	07/01/2015
39. Garrett, Jennifer	Principal, Middle School	\$131,948	Principal, High School	\$149,198	07/01/2015
40. Mocnik, William	Asst Principal, High School	\$116,692	Principal, High School	\$128,883	07/01/2015
41. Olson, Leona	Executive Director, Personnel Services/ Compliance	\$138,629	Assistant Superintendent, Personnel Services	\$160,574	07/01/2015

**APPROVE ADDITIONAL ASSIGNMENTS**

EL After School Classes – Palisades Elem

Not to exceed 20 hours instructional pay @ \$35.00 per hour  
05/21/2015-06/05/2015

42. Burns, Marita

43. Rice, Susan

After School Classes – Viejo Elem

Not to exceed 6 hours instructional pay @ \$35.00 per hour  
05/26/2015-06/11/2015

44. Langen, Olenka

SBAC Testing – Bernice Ayer MS

Not to exceed 5 hours instructional pay @ \$35.00 per hour  
05/14/2015-06/19/2015

45. Waizinger, Lisa

Testing During Prep Period – Las Flores MS

Not to exceed 2 hours instructional pay @ \$35.00 per hour  
05/01/2015-05/30/2015

46. Cummings, Laurie

51. Knutsen, Michele

47. Darnell-Petersen, Angela

52. McDermott, Kimberly

48. Delcamp, James

53. Vollebregt, Kirschel

49. Fallman, Megan

54. Yamamoto, Kera

50. Jindra, Kimberly

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

Curriculum Planning & Assessment for Unit Fahrenheit 451 – Aliso Niguel HS

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour  
05/05/2015-06/19/2015

55. Greeley, Christina

56. Villasenor, Shannon

Common Core Release Time – Capistrano Valley HS

Not to exceed 1.5 hours non-instructional pay @ \$30.00 per hour  
03/16/2015-04/27/2015

57. York, Mark

Proctor CAHSEE Exam – Tesoro HS

Not to exceed 2 hours instructional pay @ \$35.00 per hour  
05/12/2015-05/13/2015

58. Ferraro, Robert

60. O'Brien, James

59. Gross, Deanna

61. Williamson, Jacob

Saturday School Proctor – Tesoro HS

Not to exceed 4 hours instructional pay @ \$35.00 per hour  
05/16/2015

62. Trotter, Chad

Math Course Placement Scoring – Education Services

Not to exceed 130 hours non-instructional pay @ \$30.00 per hour  
07/01/2015-08/20/2015

63. Chamberlain, Dave

Saddleback College Articulation Night – Education Services

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour  
04/22/2015-04/23/2015

64. Baker, Kent

70. Messina Kleinman, Deborah

65. Devaney, Brian

71. Moore, Michael

66. Hallam, John

72. Ohnstad, Jon

67. Hernandez, Alissa

73. Snow, Krista

68. Mack, Alana

74. Yancey, Lisa

69. Mack, Doug

Instrument Evaluations & Inventory – Elementary Music

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
06/22/2015-06/30/2015

75. Howard, Andrea

77. Stirling, Rob

76. Santoke, Mahfrin

78. Wentzel, Kory

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**APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)**

Oral Bilingual Proficiency Assessment of Recruitment Candidates – Personnel Services

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour  
02/01/2015-06/19/2015

79. Uminsky, Alma

CAT Training – Special Education

Not to exceed 7.75 hours non-instructional pay @ \$30.00 per hour  
10/16/2014-10/30/2014

80. McGinley, Cynthia

To Cover for LOA Psychologist – Special Education

Not to exceed 40 hours @ hourly per diem rate of \$77.93 per hour  
05/15/2015-06/19/2015

81. Sanchez-Morales, Cecilia

Intervention for Student as Part of the Expert Consultation Team – Special Education

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour  
04/30/2015-06/22/2015

82. McMorrان-Maus, Krista

Home Instruction for Home Bound Student – Student Services

Not to exceed 21 hours instructional pay @ \$18.00 per hour  
05/22/2015-06/22/2015

83. Parry, Lori

Speech Therapy Services to a Student Receiving Home Instruction – Special Education

Not to exceed 8 hours instructional pay @ \$35.00 per hour  
01/05/2015-06/19/2015

84. Lanners, Christina

**APPROVE CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
85. Carter, Thomas	Outdoor Education, Elementary	Concordia Elem	\$ 112.00	05/18/2015- 05/20/2015
86. DiLeo, Tim	Tennis, Boys' Varsity (Head)	Tesoro HS	\$ 3,301.00	02/23/2015- 05/08/2015
87. Fomenko, LaVerne	Outdoor Education, Elementary	Concordia Elem	\$ 112.00	05/18/2015- 05/20/2015
88. Garritson, Melanie	Outdoor Education, Elementary	Concordia Elem	\$ 112.00	05/18/2015- 05/20/2015

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**APPROVE CO-CURRICULAR ASSIGNMENTS (Cont'd)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
89. Nufer, Colleen	Outdoor Education, Elementary	Concordia Elem	\$ 112.00	05/18/2015- 05/20/2015
90. Phillips, Deanna	Outdoor Education, Elementary	Reilly Elem	\$ 112.00	06/01/2015- 06/05/2015
91. Rosa, Matt	Swimming, Boys' Varsity (Head)	Dana Hills HS	\$ 3,301.00	02/23/2015- 05/08/2015
92. Sampson, Timothy	Surf, Varsity (Head)	Dana Hills HS	\$ 3,301.00	08/25/2015- 11/07/2015
93. Stephens, John	Tennis, Boys' Varsity (Head)	San Clemente HS	\$ 3,301.00	02/16/2015- 05/01/2015

**APPROVE CIF CO-CURRICULAR ASSIGNMENTS**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
94. Butler, Tim	Track, Boys' Varsity Asst	Dana Hills HS	\$ 264.10	05/11/2015
95. Cox, Ryan	Swimming, Girls' Varsity (Head)	Aliso Niguel HS	\$ 330.10	05/11/2015
96. DiLeo, Tim	Tennis, Boys' Varsity (Head)	Tesoro HS	\$ 165.05	05/17/2015
	Tennis, Boys' Varsity (Head)		\$ 330.10	05/10/2015
97. Dunn, Craig	Track, Boys' Varsity (Head)	Dana Hills HS	\$ 352.10	05/11/2015
98. Faris, Tom	Baseball, Varsity (Head)	Dana Hills HS	\$ 352.10	05/18/2015
99. Forster, Glenn	Golf, Varsity (Head)	Dana Hills HS	\$ 330.10	05/11/2015
100. Gibson, Mike	Swimming, Boys' Varsity (Head)	Tesoro HS	\$ 330.10	05/10/2015
101. Higginson, Patrick	Swimming, Girls' Varsity (Head)	Capistrano Valley HS	\$ 264.10	05/09/2015- 05/16/2015
102. Jimenez, Jeanette	Track, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 264.10	05/09/2015- 05/16/2015
103. Johnson, Dan	Track, Boys' Varsity (Head)	San Clemente HS	\$ 176.05	05/18/2015

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**APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont'd)**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
104. Johnstone, Van	Golf, Boys' Varsity (Head)	Tesoro HS	\$ 330.10	05/10/2015
	Golf, Boys' Varsity (Head)		\$ 165.05	05/24/2015
105. Mashburn, Andrew	Track, Boys' Varsity (Head)	Capistrano Valley HS	\$ 352.10	05/09/2015- 05/16/2015
106. Nolan, Catherine	Track, Girls' Varsity (Head)	San Juan Hill HS	\$ 352.10	05/11/2015
107. Polk, Rich	Volleyball, Boys' Varsity (Head)	Tesoro HS	\$ 330.10	05/10/2015
108. Rosa, Matt	Swimming, Boys' Varsity (Head)	Dana Hills HS	\$ 330.10	05/11/2015
109. Stephens, John	Tennis, Boys' Varsity (Head)	San Clemente HS	\$ 330.10	05/09/2015
110. Westling, Kurt	Golf, Varsity (Head)	Aliso Niguel HS	\$ 330.10	05/06/2015

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
111. Briggs, Charles	Football, Varsity (Asst)	San Juan Hills HS	\$ 2,000.00	07/01/2015- 07/29/2015
112. Brown, Dave	Track, Boys' (Asst)	Dana Hills HS	\$ 3,000.00	02/23/2015- 04/30/2015
113. Dill, Doug	Football, Frosh (Head)	San Clemente HS	\$ 1,000.00	05/14/2015- 06/06/2015
114. Donnelly, John	Football, (Asst)	San Clemente HS	\$ 800.00	05/14/2015- 06/06/2015
115. Ortiz, Jaime	Football, (Head)	San Clemente HS	\$ 2,500.00	05/14/2015- 06/06/2015
116. Wood, Joe	Football	San Clemente HS	\$ 1,500.00	05/14/2015- 06/06/2015

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**APPROVE LEAVES OF ABSENCE**

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
117. Davis, Christy	Personal	2015-2016
118. Ericson, Elizabeth	Childcare	2015-2016
119. Guzman, Carla	Personal	2015-2016
120. Montgomery, Jerica	Childcare	2015-2016
121. Newman, Molly	Personal	2015-2016

