

CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 Valle Road
San Juan Capistrano, CA 92675

BOARD OF TRUSTEES
Regular Meeting

Teleconferencing of Meeting

From

**33122 Valle Road
San Juan Capistrano, CA 92675**

To

**148 Waner Way
Felton, CA 95018**

August 27, 2014

Closed Session 6:00 p.m.

Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 6:00 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION EXHIBIT 3A

Sara Young/Attorney Amy Levine
Number of Cases – One
Ninth Circuit Case Number 12-57315
(Pursuant to Government Code §54956)

B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT EXHIBIT 3B

Director III, Intervention Systems
(Pursuant to Government Code §54957)

PUBLIC HEARINGS:

Agenda Item #1 Instructional Materials Recommended for Adoption: High School Career Technical Education – Culinary Arts

Agenda Item #3 Instructional Materials Recommended for Adoption: High School English Language Arts – Language and Composition AP, Literature and Composition AP, and Expository Reading and Writing

Agenda Item #5 Instructional Materials Recommended for Adoption: Middle School Language Arts– English and Spanish Two-Way Immersion

Agenda Item #7 Instructional Materials Recommended for Adoption: Middle School and High School – English Language Development

Agenda Item #9 Instructional Materials Recommended for Adoption: K-12 Special Education – Daily Living Skills

Agenda Item #11 Instructional Materials Recommended for Adoption: High School World Language – Chinese IV, V, AP, grade 12 and High School German IV, V, AP, grades 11 and 12

RECORDING OF SCHOOL BOARD MEETINGS

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARINGS

- | | |
|---|------------------------------------|
| 1. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION:
HIGH SCHOOL CAREER TECHNICAL EDUCATION – CULINARY
ARTS: | INFORMATION/
DISCUSSION |
|---|------------------------------------|

The Board will conduct a public hearing on instructional materials recommended for adoption: high school career technical education – Culinary Arts.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President 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. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION:
HIGH SCHOOL CAREER TECHNICAL EDUCATION – CULINARY
ARTS: | DISCUSSION/
ACTION |
|---|-------------------------------|

Aliso Niguel, Dana Hills, San Clemente, and Junipero Serra high schools are requesting the adoption of *Foundations of Restaurant Management and Culinary Arts, Level One* © 2011 National Restaurant Association/Pearson-Prentice Hall, for high school career technical education – Culinary Arts. This title was approved by the Instructional Materials Review Committee. It would be adopted for a seven-year period. Purchase of this title would be funded through the Carl Perkins/VEA (Vocational Education Act). The estimated cost is \$11,600.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *Foundations of Restaurant Management and Culinary Arts, Level One* © 2011 National Restaurant Association/Pearson-Prentice Hall, for high school career technical education – Culinary Arts.

Motion by _____ Seconded by _____

3. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH LANGUAGE ARTS – LANGUAGE AND COMPOSITION AP (GRADE 11), LITERATURE AND COMPOSITION AP (GRADE 12), AND EXPOSITORY READING AND WRITING (GRADE 12):**

INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: high school English Language Arts – language and composition AP, literature and composition AP, and expository reading and writing.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

4. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL ENGLISH LANGUAGE ARTS – LANGUAGE AND COMPOSITION AP, GRADE 11, LITERATURE AND COMPOSITION AP, GRADE 12, AND EXPOSITORY READING AND WRITING, GRADE 12:**

DISCUSSION/
ACTION

Teacher committees have requested the adoption of the following supplemental titles for high school English Language Arts: *AP English: Preparing for the Language and Composition Exam* © 2001, 2006, D & S Marketing – for Language and Composition AP, grade 11; *Fast Food Nation* by Eric Schlosser © 2001, Houghton Mifflin – for Language and Composition AP, grade 11; *The Things They Carried* by Tim O'Brien © 2009, Houghton Mifflin – for Language and Composition AP, grade 11; *They Say, I Say* by Gerald Graff and Cindy Birkenstein © 2014, W. W. Norton – for Expository Reading and Writing, grade 12; *AP English: Preparing for the Literature and Composition Exam* © 2001, D & S Marketing – for Literature and Composition AP, grade 12. These titles were approved by the Instructional Materials Review Committee. They would be adopted for a seven-year period. Purchase of these materials would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of the following supplemental titles for high school English Language Arts: *AP English: Preparing for the Language and Composition Exam* © 2001, 2006, D & S Marketing – for Language and Composition AP, grade 11; *Fast Food Nation* by Eric Schlosser © 2001, Houghton Mifflin – for Language and Composition AP, grade 11; *The Things They Carried* by Tim O'Brien © 2009, Houghton Mifflin – for Language and Composition AP, grade 11; *They Say, I Say* by Gerald Graff and Cindy Birkenstein © 2014, W. W. Norton – for Expository Reading and Writing, grade 12; *AP English: Preparing for the Literature and Composition Exam* © 2001, D & S Marketing – for Literature and Composition AP, grade 12.

Motion by _____

Seconded by _____

5. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: MIDDLE SCHOOL LANGUAGE ARTS – ENGLISH, GRADES 6, 7, AND 8 AND SPANISH TWO-WAY IMMERSION, GRADES 7 AND 8:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: middle school Language Arts – English, grades 6, 7, and 8 and Spanish Two-Way Immersion, grades 7 and 8.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

6. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: MIDDLE SCHOOL LANGUAGE ARTS – ENGLISH, GRADES 6, 7, AND 8 AND SPANISH TWO-WAY IMMERSION, GRADES 7 AND 8:** DISCUSSION/
ACTION

Teacher committees have requested the adoption of the following supplemental titles for middle school Language Arts: *Love That Dog* by Sharon Creech © 2001, Scholastic – English, grade 6; *Out of My Mind* by Sharon Draper © 2010, Simon & Schuster – English, grade 6; *Wonder* by R. J. Palacio © 2012, Knopf – English, grade 6; *Gathering Blue* by Lois Lowry © 2000, Random House – English, grades 6 and 7; *Flipped* by Wendelin Van Draanen © 2001, Knopf – English, grades 7 and 8; *Freak the Mighty* by Rodman Philbrick © 1993, Scholastic – English, grades 7 and 8; *Martian Chronicles* by Ray Bradbury © 1979, Bantam – English, grades 7 and 8; *Let the Circle Be Unbroken* by Mildred Taylor © 1981, Puffin – English, grade 8; *The Outsiders* by S. E. Hinton © 1967, Viking – English, grade 8; *Senderos Fronterizos* by Francisco Jimenez © 2002, Houghton Mifflin – Spanish TWI, grade 7; *Mas Alla de Mi* by Francisco Jimenez © 2009, Houghton Mifflin – Spanish Two Way Immersion (TWI), grade 8. These titles were approved by the Instructional Materials Review Committee. They would be adopted for a seven-year period. Purchase of these materials would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of the following supplemental titles for middle school Language Arts: *Love That Dog* by Sharon Creech © 2001, Scholastic – English, grade 6; *Out of My Mind* by Sharon Draper © 2010, Simon & Schuster – English, grade 6; *Wonder* by R. J. Palacio © 2012, Knopf – English, grade 6; *Gathering Blue* by Lois Lowry © 2000, Random House – English, grades 6 and 7; *Flipped* by Wendelin Van Draanen © 2001, Knopf – English, grades 7 and 8; *Freak the Mighty* by Rodman Philbrick © 1993, Scholastic – English, grades 7 and 8; *Martian Chronicles* by Ray Bradbury © 1979, Bantam – English, grades 7 and 8; *Let the Circle Be Unbroken* by Mildred Taylor © 1981, Puffin – English, grade 8; *The Outsiders* by S. E. Hinton © 1967, Viking – English, grade 8; *Senderos Fronterizos* by Francisco Jimenez © 2002, Houghton Mifflin – Spanish TWI, grade 7; *Mas Alla de Mi* by Francisco Jimenez © 2009, Houghton Mifflin – Spanish TWI, grade 8.

Motion by _____

Seconded by _____

7. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: MIDDLE AND HIGH SCHOOL – ENGLISH LANGUAGE DEVELOPMENT:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: middle school and high school – English Language Development.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President 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.

8. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: MIDDLE AND HIGH SCHOOL – ENGLISH LANGUAGE DEVELOPMENT:** DISCUSSION/ ACTION

A teacher committee is requesting the adoption of the following: *Inside: Fundamentals, Level A, B, and C*, grades 6-8, and, *Edge: Fundamentals, Level A, B, and C*, grades 9-12, © 2014 National Geographic Learning/Cengage, for middle and high school English Language Development. These titles were approved by the Instructional Materials Review Committee. They would be adopted for a seven-year period. Purchase of these materials would be paid with Title III funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of the following: *Inside: Fundamentals, Level A, B, and C*, grades 6-8, and, *Edge: Fundamentals, Level A, B, and C*, grades 9-12, © 2014 National Geographic Learning/Cengage, for middle and high school English Language Development.

Motion by _____ Seconded by _____

9. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: K-12 SPECIAL EDUCATION – DAILY LIVING SKILLS:** INFORMATION/ DISCUSSION

The Board will conduct a public hearing on instructional materials recommended for adoption: K-12 special education – Daily Living Skills.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President 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.

**10. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION:
K-12 SPECIAL EDUCATION – DAILY LIVING SKILLS:**

DISCUSSION/
ACTION

A teacher committee is requesting the adoption of *Unique Learning System* © 1997-2013 N2Y, for K-12 special education – Daily Living Skills. This web-based program was approved by the Instructional Materials Review Committee. It would be adopted for a seven-year period. Purchase of this title would be paid with Common Core instructional materials funds. The estimated cost is \$21,600 for the 2014-2015 school year.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *Unique Learning System* © 1997-2013 N2Y, for K-12 special education – Daily Living Skills.

Motion by _____ Seconded by _____

**11. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION:
HIGH SCHOOL WORLD LANGUAGE – CHINESE IV, V, AP, GRADE 12
AND GERMAN IV, V, AP, GRADES 11 AND 12:**

The Board will conduct a public hearing on instructional materials recommended for adoption: high school world language – Chinese IV, V, AP, grade 12 and high school German IV, V, AP, grades 11 and 12.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

It is recommended the Board President 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.

**12. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION:
HIGH SCHOOL WORLD LANGUAGE – CHINESE IV, V, AP, GRADE 12
AND GERMAN IV, V, AP, GRADES 11 AND 12:**

DISCUSSION/
ACTION

Teacher committees have requested the adoption of the following basic and supplemental titles for high school world language: *Chinese Made Easy 4* © 2003, Joint Publishing – for Chinese IV and V, grade 12; *Chinese Made Easy 5* © 2004, Joint Publishing – for Chinese V, AP, grade 12; *AP Chinese Language and Culture* © 2013, Nan Hai Publishing – for Chinese V, AP; *China: Great Country in the East, Volumes I – IV* © 2002, Beijing University – for Chinese IV and V, grade 12; *Das Mysteriose Konzert* by Hans Konig © 1984, EMC Publishing – for German IV and V, AP, grades 11 and 12. These titles were approved by the Instructional Materials Review Committee. They would be adopted for a seven-year period. Purchase of these materials would be paid with District Lottery or site funds. The estimated cost to purchase a class set of 35 for each of the basic titles (*Chinese Made Easy 4* or *Chinese Made Easy 5*) is \$1,350. The supplemental titles would be paid for with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of the following basic and supplemental titles for high school world language: *Chinese Made Easy 4* © 2003, Joint Publishing – for Chinese IV and V, grade 12; *Chinese Made Easy 5* © 2004, Joint Publishing – for Chinese V, AP, grade 12; *AP Chinese Language and Culture* © 2013, Nan Hai Publishing – for Chinese V, AP; *China: Great Country in the East, Volumes I – IV* © 2002, Beijing University – for Chinese IV and V, grade 12; *Das Mysteriose Konzert* by Hans Konig © 1984, EMC Publishing – for German IV and V, AP, grades 11 and 12.

Motion by _____ Seconded by _____

DISCUSSION/ACTION ITEMS

13. RESOLUTION NO. 1415-16, CLASSIFIED LAYOFF NON-MANAGEMENT EMPLOYEES:

On April 23, 2014, the Board approved classified layoff Resolution No. 1314-43. Since that time, three elementary schools have determined site funds will no longer support existing positions for the upcoming school year. As a result, positions in one service area have been identified for elimination. In accordance with Education Code §45117, classified employees may be laid off due to a bona fide reduction, elimination of a service being performed, or lack of funds. The layoff process considers length of service (e.g. seniority) and any other higher classifications, with no skipping permitted for special expertise. This agenda item proposes the elimination of positions due to a lack of funds. Classified employees must be given a 60-day notice prior to the effective date of any layoff. Individuals laid off shall be eligible for reemployment for a period of 39 months pursuant to Education Code §45298.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1415-16, Classified Layoff Non-Management Employees, in the designated classifications.

Motion by _____ Seconded by _____

14. FIRST READING - REVISIONS TO BOARD POLICY 4135, 4235, AND 4335, SOLICITING AND SELLING:

Following the revision of Board Policy 9270, it became apparent this policy also required revision. Revised Board Policy 4135, 4235, 4335, *Soliciting and Selling*, is to provide the District, Board, and employees with up-to-date information to ensure the District meets legal provisions. There is no financial impact.

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 information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

DISCUSSION/
ACTION

Page 1

EXHIBIT 13

INFORMATION/
DISCUSSION

Page 3

EXHIBIT 14

15. **FIRST READING - REVISIONS TO BOARD POLICY 4137, TUTORING:**
Following the revision of Board Policy 9270, it became apparent this policy also required revision. Revised Board Policy 4137, *Tutoring*, is to provide the District, Board, and employees with up-to-date information to ensure the District meets legal provisions. There is no financial impact.

INFORMATION/
DISCUSSION
Page 5
EXHIBIT 15

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 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

16. **SCHOOL BOARD MINUTES:**
Approval of the minutes of the August 13, 2014, regular Board meeting.
Contact: Jane Boos, Manager, Board Office Operations
17. **RESOLUTION NO. 1415-14, ACCEPTANCE OF 2014-2015 ASSISTANCE LEAGUE CONTRACT FOR OPERATION SCHOOL BELL; KIDS ON THE BLOCK; HANDS ON LITERACY; AND LINKS TO LEARNING:**

Page 7
EXHIBIT 16

Page 17
EXHIBIT 17

Approval of Resolution No. 1415-14, Acceptance of the 2014-2015 Assistance League Contract for Operation School Bell; Kids on the Block; Hands on Literacy; and Links To Learning. The District partners with the Assistance League of Capistrano Valley (ALCV) to provide programs for students in San Clemente, Aliso Viejo, San Juan Capistrano, Laguna Niguel, Capistrano Beach, and Dana Point schools. Operation School Bell provides new school clothing, free of charge, to District students, as referred by authorized school personnel. Kids on the Block encourages diversity and sensitivity to disabilities and various social issues through the use of life-size puppets in skits performed by the ALCV puppeteers; Hands on Literacy offers reading assistance for hearing and communication disabled students at appointed schools; and Links To Learning provides middle school teachers with opportunities to enhance and develop new or different approaches to teaching that stimulates creative thought and expands existing curriculum. There is no financial impact.

CUSD Strategic Plan Pillar 1: Community Relations

Contact: Stephen Nichols, Chief Communications Officer

CURRICULUM & INSTRUCTION

18. **EXPULSION READMISSIONS:**
Approval to readmit students from expulsion. Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover.
CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

19. MASTER TEACHER PAYMENT:

Page 25
EXHIBIT 19

Approval of payment to District master teachers who supported a student teacher during the 2013-2014 school year. 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, agreed to reimburse the District for all costs associated with compensating master teachers. The compensation amounts vary due to statutory costs.

CUSD Strategic Plan Pillar 5: Effective Operations

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

20. MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE 2014-2015 MIGRANT EDUCATION PROGRAM, REGION 9:

Page 27
EXHIBIT 20

Approval of the Memorandum of Understanding for the 2014-2015 Migrant Education Program, Region 9. Currently, migrant students are entitled to specific services provided by the California Department of Education. Migrant Education Programs target students from migrant families who may have gaps in their schooling due to work schedules and work locations. The goal of this Memorandum of Understanding is to outline the partnership and services that will be provided to students within the Migrant Education Program in the District, by the San Diego County's Regional Office of Migrant Education.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

21. RESOLUTION NO. 1415-15, ACCEPTANCE OF AGREEMENT FCI-SD2-04 WITH CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY:

Page 43
EXHIBIT 21

Approval of Resolution No. 1415-15, Acceptance of Agreement FCI-SD2-04 with Children and Families Commission of Orange County, will authorize the District to approve the Agreement for the purpose of facilitating the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development as set forth in the California Children and Families Act of 1998. The District will be reimbursed \$1,315,300 for services provided in this Agreement. The term of this Agreement is for three years beginning July 1, 2014, to June 30, 2017.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

BUSINESS & SUPPORT SERVICES

22. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:

Page 45
EXHIBIT 22

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 \$7,948,596.04 and the commercial warrants total \$4,439,388.31. 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

23. DONATION OF FUNDS AND EQUIPMENT:

Approval of donations of funds and equipment. A number of gifts have been donated to the District, \$18,366.21 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

Page 69

EXHIBIT 23

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

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows one new agreement totaling \$225,000, ten new agreement ratifications totaling \$239,059.60, eight extensions to existing agreements totaling \$305,390, one amendment to an existing agreement totaling \$90,000, and two amendment ratifications to existing agreements totaling \$15,000. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

Page 71

EXHIBIT 24

25. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:

Approval of special education Settlement Agreement Case #2015050139 and Informal Dispute Resolution Case #071014. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$58,480, funded by special education funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

26. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:

Approval of the ratification of special education Settlement Agreement Case #2014061057, Informal Dispute Resolution Case #067214, and Informal Dispute Resolution Case #070914. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$6,846, funded by special education funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

27. INCOME AGREEMENT - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

Ratification of Income Agreement No. 40778 with the Orange County Superintendent of Schools to provide the services of Jane Vogel for functional vision assessments and consultation for District students. The contractor will provide services at the rates indicated in the Agreement. The term of this Agreement is July 1, 2014, through June 30, 2015. Annual expenditures under this contract are limited to \$5,000, paid by special education funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Page 191

EXHIBIT 27

28. **AMENDMENT TO CONSULTANT AGREEMENT NO. C1011052 WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO:** Page 197
EXHIBIT 28
Approval of the Amendment to Consultant Agreement No. C1011052 for general legal services with Atkinson, Andelson, Loya, Ruud & Romo, as needed by the District. This contract is amended to incorporate the previously negotiated 2014-2015 Hourly Rates with an additional new tier rate. Annual services under this contract are limited to \$300,000, funded by the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
29. **AMENDMENT NO. 2 TO THE USE OF FACILITIES AGREEMENT FOR 2014 WITH OXFORD PREPARATORY ACADEMY, SOUTH ORANGE COUNTY:** Page 223
EXHIBIT 29
Approval of Amendment No. 2 to the Use of Facilities Agreement for 2014 with Oxford Preparatory Academy, South Orange County at the Barcelona Campus. Amendment No. 2 to this Agreement allows the term of the Agreement to be extended through September 30, 2014. The rental payment for each month shall be 1/12 of the annual rental fee for the period July 1, 2013, to June 30, 2014, set forth in Section 9 of the Agreement. Thus, the rental payment for August shall be \$9,890.02 ($118,680.25/12=\$9,890.02$) and the rental payment for September shall be \$9,890.02 ($118,680.25/12=\$9,890.02$). The proposed Amendment No. 2 to the Use of Facilities Agreement has been previously reviewed and approved by the District's legal counsel.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
30. **AMENDMENT TO AGREEMENT BID NO. 1314-20, FENCE REPAIRS AND MAINTENANCE WITH HARRIS STEEL FENCE COMPANY, INCORPORATED:** Page 245
EXHIBIT 30
Approval of the Amendment to Agreement Bid No. 1314-20 for fence repairs and maintenance with Harris Steel Fence Company, Incorporated. This contract is amended to increase the not-to-exceed amount to \$350,000 annually for additional services, as requested by the District. Services provided under this contract are 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
31. **AMENDMENT TO AGREEMENT BID NO. 1112-11, CONCRETE MAINTENANCE AND REPAIR WITH ABOVE ALL NAMES CONSTRUCTION SERVICES, INCORPORATED:** Page 255
EXHIBIT 31
Approval of the Amendment to Agreement Bid No. 1112-11 for concrete maintenance and repair with Above All Names Construction Services, Incorporated. This contract is amended to increase the not-to-exceed amount to \$300,000 annually for additional services, as requested by the District. Services provided under this contract are 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
32. **AGREEMENT FOR PARTICIPATION - INSIDE THE OUTDOORS SCHOOL PROGRAM WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 273
EXHIBIT 32
Approval of the Agreement for Participation, Inside the Outdoors School Program, No. 70029 with the Orange County Superintendent of Schools to provide the Traveling Scientist programs to various schools, as requested by the District. Costs will be paid from site funds or locally generated revenue.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

33. AGREEMENT FOR PARTICIPATION - INSIDE THE OUTDOORS FIELD PROGRAM WITH ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

Page 283
EXHIBIT 33

Approval of the Agreement for Participation, Inside the Outdoors Field Program, No. 70003 with the Orange County Superintendent of Schools to provide field trips for various schools, as requested by the District. Costs will be paid from site funds or locally generated revenue.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

34. CONTINUOUS PUBLIC NOTICE – DISPOSAL OF SURPLUS PROPERTY:

Page 295
EXHIBIT 34

Approval of the continuous public notice related to the disposal of District-owned surplus property. Prior to a sale, the District must give public notice. The continuous public notice meets the requirements of the law and allows for timely disposal of items that are obsolete, beyond economical repair, no longer required within the current curriculum, or necessary for any other school purpose. This public notice will be posted at the Capistrano Unified School District Education Center; the Maintenance & Operations building at the Thornsley Center; and on the Purchasing and Maintenance & Operations websites.

CUSD Strategic Plan Pillar 5: Effective Operations

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

35. ADVERTISE REQUEST FOR PROPOSAL NO. 2-1415, INVESTIGATION SERVICES:

Approval to advertise Request for Proposal (RFP) No. 2-1415 for external investigation services. This RFP will provide a competitive process to solicit proposals for external investigation services on an as-needed basis. While the District remains committed to resolving issues at the local level, there is a need to utilize external investigation services to ensure compliance with applicable federal and state laws. The District is seeking proposals to develop a pool of service providers to utilize depending on the scope and nature of the investigation. The total annual expenditure under this contract is estimated to be \$50,000, funded from the general fund. Due to the size of the proposal, the RFP documents will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

36. ADVERTISE BID NO. 1415-14, MOBILE SURVEILLANCE SYSTEMS, SOFTWARE AND INSTALLATION FOR SCHOOL BUSES:

Approval to advertise Bid No. 1415-14 for the purchase and installation of mobile surveillance systems in District buses. The bid specifications will include digital video recording hardware, infrared HD cameras, video management software, wireless access infrastructure, and installation. The bid process allows the District to standardize equipment, equip District buses that do not have surveillance systems, and set pricing for the year. The bidding process allows the District to secure the lowest possible prices and enter into an annual contract with a vendor that meets all of the legal requirements. Estimated initial expenditure to install mobile surveillance systems in 74 buses would be approximately \$130,000, funded by the general fund. Due to the size of the bid package, the documents will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

37. STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT NO. 1-14-23-10 A THROUGH G, FLEET VEHICLES - CARS, AWARDED TO VARIOUS CONTRACTORS:

Approval of authorization to utilize the State of California Multiple Award Schedule Contract No. 1-14-23-10 A through G, Fleet Vehicles - Cars, awarded to Downtown Ford Sales; Elk Grove Auto Group; Hanford Toyota; Winner Chevrolet; Wondries Fleet Group; Livermore Ford; and Hanford Hyundai for the purchase of fleet vehicles, as needed by the District. The District can utilize such contracts pursuant to California Public Contract Code §§10298, 10299, and 12100 et. seq. without going to bid. The prices offered by the contractors have been assessed to be fair, reasonable, and competitive.

The District's fleet is aging. The District is developing criteria for a vehicle replacement program to be implemented as funds become available. Staff has determined that it is in the best interest of the District to utilize the state contract to purchase fleet vehicles. Due to the size of the contract and award documentation, it will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

38. STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT NO. 1-14-23-20 A THROUGH G, FLEET VEHICLES – TRUCKS, AWARDED TO VARIOUS CONTRACTORS:

Approval to utilize the State of California Multiple Award Schedule Contract No. 1-14-23-20 A through G, Fleet Vehicles – Trucks, awarded to Downtown Ford Sales; Elk Grove Auto Group; Hanford Toyota; Winner Chevrolet; Wondries Fleet Group; Riverview International; and Swift Superstore for the purchase of fleet vehicles, as needed by the District. The District can utilize such contracts pursuant to California Public Contract Code §§10298, 10299, and 12100 et. seq. without going to bid. The prices offered by the contractors have been assessed to be fair, reasonable, and competitive. The District's fleet is aging. The District is developing criteria for a vehicle replacement program to be implemented as funds become available. Staff has determined that it is in the best interest of the District to utilize the state contract to purchase fleet vehicles. Due to the size of the contract and award documentation, it will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

39. STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT NO. 1-14-23-23 A THROUGH G, FLEET VEHICLES – VANS & SUVs, AWARDED TO VARIOUS CONTRACTORS:

Approval to utilize the State of California Multiple Award Schedule Contract No. 1-14-23-23 A through G, Fleet Vehicles – Vans & SUVs, awarded to Downtown Ford Sales; Elk Grove Auto Group; Hanford Toyota; Winner Chevrolet; Wondries Fleet Group; Livermore Ford; and Swift Superstore for the purchase of fleet vehicles, as needed by the District. The District can utilize such contracts pursuant to California Public Contract Code §§10298, 10299, and 12100 et. seq. without going to bid. The prices offered by the contractors have been assessed to be fair, reasonable, and competitive. The District's fleet is aging. The District is developing criteria for a vehicle replacement program to be implemented as funds become available. Staff has determined that it is in the best interest of the District to utilize the state contract to purchase fleet vehicles. Due to the size of the contract and award documentation, it will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

40. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 297
EXHIBIT 40

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

41. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 319
EXHIBIT 41

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Trustee Addonizio _____

Trustee Hatton-Hodson _____

Trustee Bryson _____

Trustee Pritchard _____

Trustee Hanacek _____

Trustee Reardon _____

Trustee Alpay _____

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

ADJOURNMENT

Motion by _____

Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, SEPTEMBER 10, 2014, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

For information regarding Capistrano Unified School District, please visit our website:

www.capousd.org

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 27, 2014

RESOLUTION NO. 1415-16
CLASSIFIED LAYOFF NON-MANAGEMENT EMPLOYEES

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

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

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

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

Position Elimination/Classified	Number of Full Time Equivalents	Total Number of Positions Eliminated	Positions Currently Vacant
Instructional Assistant	1.25	3	2
TOTAL	1.25	3	2

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

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on August 27, 2014, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on August 27, 2014, by a roll call vote.

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

By: _____
Dr. Gary Pritchard
Clerk of the Board of Trustees

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

c: Superintendent, Orange County Department of Education

SOLICITING AND SELLING

Employees shall not solicit District staff, students or their families with the intent to sell general merchandise, books, equipment or services. Employees shall not sell to students or their families any merchandise, books equipment or services. Services include, but are not limited to, tutoring, athletic or cheerleading coaching, and musical instruction.

~~(cf. 1321—Solicitation of Funds from and by Students)~~
~~(cf. 4137—Tutoring)~~

Staff shall not distribute promotional, political, controversial or other noninstructional materials unless approved by the Superintendent or designee.

~~(cf. 1325—Advertising and Promotion)~~

Staff members shall not use their status as District employees to secure information such as names, addresses and telephone numbers for use in profit-making ventures of any kind whether those profits accrue to the staff member or to a third party.

Educational tours may be promoted on school premises only if they are sponsored by the District and/or have the approval of the appropriate principal, Deputy Superintendent, Education, or designee. Employees engaged in planning, organizing or leading tours as a private business shall make it clear that they do not represent the school or District. All activities related to such tours must be carried on outside of school hours and off school premises.

Any classroom activity requiring students to bring money to school for any purpose must have the principal's approval.

Staff participation in "flower funds," "sickness and bereavement funds," "anniversary funds" and the like shall be a matter of individual discretion.

~~(cf. 5145.2—Freedom of Speech/Expression/Assembly)~~

Legal Reference:

Education Code

51520 Prohibited solicitations on school premises

Policy

adopted: February 24, 1997

revised: September 15, 2000

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

TUTORING

The ~~Governing Board~~ expects teachers and other members of the instructional staff to make every effort to resolve students' learning problems at school before recommending that parents/guardians engage a tutor or other professional help. By maintaining a competent, dedicated staff and adequate instructional resources, the Board seeks to minimize the need for individual tutoring.

To preclude conflicts of interest, ~~teachers~~ District employees may not accept any kind of remuneration for tutoring a student enrolled in ~~any of their classes~~ the District. ~~Employees~~ Teachers who tutor other students for remuneration may not use District resources to do so, must perform ~~this such services~~ outside of school facilities, and must make ~~their own~~ arrangements ~~with parents/guardians for the fees to be charged~~ for the provision of such services outside the employee's instructional work hours time. The Board encourages employees ~~teachers~~ to tutor only in subjects, areas, or grade levels for which they are certificated and qualified.

~~(cf. 4119.21/4219.21/4319.21 - Codes of Ethics)~~

~~(cf. 4135 - Soliciting and Selling)~~

Legal Reference:

GOVERNMENT CODE

1126 *Incompatible activities of employees*

Policy

adopted: February 24, 1997

revised: _____, 2014

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
AUGUST 13, 2014
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. The Board recessed to closed session to discuss: Student Expulsions; Public Employee Appointment/Employment; Public Employee Discipline/Dismissal/Release; and confer with Legal Counsel regarding Existing Litigation.

Trustee Bryson arrived in closed session at 6:05 p.m.

Closed session recessed at 6:45 p.m.

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

The Pledge of Allegiance was led by Superintendent Kirsten Vital.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon

A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's office as a matter of the permanent record. An audio recording of the meeting is available on the District website: www.capousd.org

Permanent Record

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

Adoption of the Board Agenda

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

President Alpay reported the following action taken during closed session:

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

Agenda Item #3 A1 – Student Expulsion:

The Board voted 7-0 to expel the following student by stipulated agreement: Case #2014-059.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon
NOES: None

Agenda Item #3 A2 – Student Expulsion:

The Board voted 7-0 to expel the following student by stipulated agreement: Case #2014-061.

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

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

No action was taken.

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

The Board voted 7-0 to approve the appointment of Wendy Pospichal, Executive Director, Student Intervention and Support Services.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon
NOES: None

Agenda Item #3 C2 – Public Employee Appointment/Employment:

The Board voted 7-0 to approve the appointment of Linda Parr, Principal, Crown Valley Elementary School.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon
NOES: None

Agenda Item #3 C3 – Public Employee Appointment/Employment:

The Board voted 7-0 to approve the appointment of Dipali Potnis, Assistant Principal, Capistrano Valley High School.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon
NOES: None

Agenda Item #3 C4 – Public Employee Appointment/Employment:

The Board voted 7-0 to approve the appointment of Renée Ybarra, Assistant Principal, Middle School.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon
NOES: None

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

The Board voted 7-0 to approve staff recommendation.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon
NOES: None

On behalf of the Board, President Alpay welcomed new Superintendent Kirsten Vital to the District and provided information on her background.

**Board and
Superintendent
Comments**

Superintendent Vital thanked the Board for the warm welcome and stated she is honored to have been selected and is looking forward to a productive year.

Trustee Hanacek stated that even though it is summer, she has noticed teachers have been attending conferences and purchasing classroom supplies.

8 Trustee Bryson state she is very proud of the Board's decision to bring such a wonderful administrator to the District.

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

**Oral
Communications**

- Newly elected Capistrano Unified Education Association (CUEA) President Sally White welcomed Superintendent Vital and stated CUEA members are ready to help her achieve her District goals and be a success.

DISCUSSION/ACTION

Deputy Superintendent Clark Hampton stated the bonds for Community Facilities District (CFD) 88-1, Rancho Santa Margarita, are expected to be fully paid off on September 1, 2014. Resolution No. 1415-04 memorializes that, upon the full maturity and payoff of 88-1 bonds, a notice of cancellation of special tax lien for non-delinquent parcels will be issued within CFD 88-1.

**CFD 88-1
Agenda Item 1**

It was moved by Trustee Bryson, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to adopt Resolution No. 1415-04, Resolution of The Board of Trustees of The Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita), Memorializing the Intent to Execute Notice of Cancellation of Special Tax Lien Upon the Scheduled Maturity of Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita) Series 1996 Special Tax Refunding Bonds.

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

Deputy Superintendent Clark Hampton stated this item is directly related to Agenda Item 1. It is stipulated in CFD 94-1, Rancho Santa Margarita, that the levy will end in 2030-2031 or when CFD 88-1 bonds are fully retired. With the expected retirement of 88-1 bonds on September 1, 2014, Resolution 1415-09 memorializes that, upon the full maturity and payoff of 88-1 bonds, a notice of cancellation of special tax lien for non-delinquent parcels will be issued within CFD 94-1.

**CFD 94-1
Agenda Item 2**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 7-0 vote to adopt Resolution No. 1415-09, Resolution of The Board of Trustees of The Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 94-1 of the Capistrano Unified School District (Rancho Santa Margarita), Memorializing the Intent to Execute Notice of Cancellation of Special Tax Lien Upon the Scheduled Maturity of Community Facilities District No. 88-1 of the Capistrano Unified School District Series 1996 Special Tax Refunding Bonds.

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

President Alpay introduced the item, turned the meeting over to Vice President Hatton-Hodson, recused himself, and left the Board room at 7:17 p.m.

**CFD 90-2
Agenda Item 3**

Deputy Superintendent Clark Hampton stated at the April 23, 2014, Board meeting, the Board received information about the 2006 refinancing of CFD 90-2 bonds and the methodology used to return the savings to the taxpayers in the form of reduced bond authorization and a five year shorter tax term. Mr. Hampton also provided information about the potential for lowering the levy for CFD 90-2 taxpayers. At the meeting, homeowners in CFD 90-2 addressed the Board and stated the District should not be levying any amount above that which is needed for payments on the bonds. Mr. Hampton explained that the amount above bond payments is known as “pay-as-you-go” funds because it is funding available for facilities on a pay-as-you-go basis since the funds are generated each year after bond payments are made. Mr. Hampton stated these funds were expected and an integral part of the CFD.

Mr. Hampton concluded his presentation by stating this item provides an opportunity for the Board to determine the levy for 2014-2015 and if the Board chooses to lower the levy, staff recommends lowering it to a rate that maintains the coverage ratio that existed after the Bonds were refinanced in 2006, which was about 123 percent. This would result in a lower levy for taxpayers, maintain the coverage ratio that existed when bonds were sold in 2006, and provide additional funds for authorized facility needs in the CFD area.

Trustee Hatton-Hodson asked Trustees if they wished to waive the Board policy maximum time of 20 minutes and allow all speakers to address the Board. Trustees agreed to waive Board policy.

The following speakers addressed the Board:

- *Laura Ferguson, Debbie Flowers, Parker Wondies, Mike Ray, Marc Veale, Ken Czaja, Arthur Tuversen, and Andrea Ewell stated Talega residents were being overtaxed and requested the Board return the money to the Talega taxpayers.*

It was moved by Trustee Reardon, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to adopt Resolution No. 1415-06, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Authorizing the Levy of Special Taxes in Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) For Fiscal Year 2014-2015, with a 110 percent coverage ratio.

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

Trustee Hatton requested the Board recess for a two-minute break at 8:28 p.m. President Alpay returned to the dais at 8:30 p.m. and reconvened the meeting.

Assistant Superintendent Jodee Brentlinger explained the revisions to Board Policy 9270, *Conflict of Interest*, contain updates and changes in Government Codes, Education Codes, the Political Reform Act, and Fair Political Practices Commission. In response to Trustee Reardon’s suggestions at the July 9 Board meeting regarding the restrictive nature of the policy contained under Remote Interests, and adding employees who may or do provide private coaching or tutoring, Mrs. Brentlinger explained it was determined to ensure the policy complies with all legal requirements, there is limited ability to make changes, and only District decision-making employees should be required to file a Form 700. Mrs. Brentlinger stated two other Board policies that address Trustee Reardon’s employee question will be revised and agendized for a future Board meeting.

**Board Policy
Revision
Agenda Item 4**

Following the presentation, President Alpay requested the following changes be made to the policy: in Exhibit 4, page 26, section 5a, following Internal Revenue Code add, “of 1986, as amended,” and on page 27, section 5l, write out “5” before percent.

It was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the revisions to Board Policy 9270, *Conflict of Interest*, as amended.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon
NOES: None
ABSENT: None

Superintendent Kirsten Vital stated minor changes to Board Bylaw 9322 reflect the Board’s current practice for receiving materials. President Alpay asked the Board if they wished to waive the second reading of this policy and Trustees agreed.

**Board Bylaw
Revision
Agenda Item 5**

It was moved by Trustee Bryson, seconded by Trustee Reardon, and motion carried by a 7-0 vote to approve the revisions to Board Bylaw 9322, *Agenda/Meeting Materials*.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon
NOES: None
ABSENT: None

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Items 19, 20, 21, 22, 23, 24, and 31 were pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

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

Minutes of the July 23, 2014, regular Board meeting.

**Minutes
Agenda Item 6**

Proposed school start and dismissal times for the 2014-2015 school year.

**2014-2015
Start/Dismissal
Times
Agenda Item 7**

Orange County Department of Education California Mathematics and Science Partnership Grant.

**OCDE Math and
Science Grant
Agenda Item 8**

Memorandum of Understanding (MOU) with the California Partnership for Achieving Student Success (Cal-PASS Plus) for the 2014-2015 school year.

**Cal-PASS Plus
MOU
Agenda Item 9**

Student teaching agreement with Pepperdine University.

**Student Teaching
Agreement
Agenda Item 10**

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

**Purchase
Orders/Warrants
Agenda Item 11**

Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.	Professional Services Agreements Agenda Item 12
Ratification of special education Informal Dispute Resolution Agreement Case #070314 and Case #070814.	Informal Dispute Resolution Agenda Item 13
Ratification of special education Informal Dispute Resolution Agreement Case #056414 and Case #066514.	Informal Dispute Resolution Agenda Item 14
Ratification of special education Settlement Agreement Case #2014030602.	Settlement Agreement Agenda Item 15
Resolution No. 1314-02 to establish updated signature authorizations.	Signature Authorization Agenda Item 16
Resolution No. 1415-03 authorizes the levy of Special Tax in Community Facilities District (CFD) No. 87-1 (Mission Viejo/Aliso Viejo) for Fiscal Year 2014-2015.	CFD 87-1 Agenda Item 17
Resolution No. 1415-05 affirms, ratifies, and authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 90-1 (Coto de Caza), for Fiscal Year 2014-2015.	CFD 90-1 Agenda Item 18
Ratification of revisions to the Agreement to Modify Restrictions on the property located at 2C Liberty in the City of Aliso Viejo between the Capistrano Unified School District and Shea Homes Limited Partnership	Revised Agreement for 2C Liberty Property Agenda Item 25
Memorandum of Understanding with the Orange County Superintendent of Schools will allow Orange County Department of Education (OCDE) to provide special education programs and services for eligible District students from July 1, 2014, through June, 30, 2015.	MOU with OCDE Agenda Item 26
Memorandum of Understanding with Irvine Unified School District (IUSD) for the purposes of implementing the California Promise (CaPROMISE) Initiative.	MOU with IUSD Agenda Item 27
Renewal of the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park.	SAMLARC Limited Use License Agreement Agenda Item 28
Renewal of the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Arroyo Vista Park.	SAMLARC Limited Use License Agreement Agenda Item 29
Denial of Government Claim No. 14-17279 DP.	Government Claim Agenda Item 30
Ratification of an Enrollment Support Agreement with American Fidelity Assurance Company to provide an online enrollment program at no charge for benefits-eligible employees.	Enrollment Support Agreement Agenda Item 32

Amendment to Agreement Bid No. 1112-15 for the purchase of refurbished computer equipment with Insight Systems Exchange, adding replacement models to the current price list.

**Amendment to Agreement Bid – Refurbished Computer Equipment
Agenda Item 33**

Award of Bid No. 1415-11, Pizza Service to People First Pizza, Incorporated, DBA Domino's Pizza, Incorporated.

**Award of Bid – Pizza Service
Agenda Item 34**

Advertise Bid No. 1415-13 for concrete repairs and maintenance as needed by the District.

**Advertise Bid – Concrete Repairs
Agenda Item 35**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified Personnel)
Agenda Item 36**

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated Personnel)
Agenda Item 37**

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

President Alpay suggested Trustees address Agenda Item 31 before addressing Agenda Items 19 through 24. Trustees agreed.

Trustee Reardon stated he had questions regarding how the GPS on the bus would relate to student privacy. Deputy Superintendent Clark Hampton explained that students are issued bus passes with a chip that notifies the system where and when the student gets on and off the bus.

**GPS
Agenda Item 31**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the ratification of the Zonar Hardware Purchase and Data Services Agreement for the purchase of global positioning systems (GPS) and related software services for the District bus fleet pursuant to RFP No. 1-1415 Global Positioning System.

President Alpay recused himself from this item at 8:43 p.m. and turned the meeting over to Trustee Hatton-Hodson.

**CFD 90-2 IA No. 2002-1
Agenda Item 19**

The following speakers addressed the Board:

- Felipe Guedes and Jason Ewell requested the Board lower taxes for Talega residents.

Trustee Reardon requested the Board approve the item without a two percent escalator.

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Reardon, and motion carried by a 6-0 vote to approve Resolution No. 1415-07 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 90-2 IA No. 2002-1 (Talega) for Fiscal Year 2014-2015 without the two percent escalator.

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

Trustee Alpay returned to the dais at 8:58 p.m.

Trustee Addonizio asked for clarification on this CFD and a two percent escalator. Deputy Superintendent Clark Hampton responded Trustees had approved a fixed level of 1.8 percent reduction last year. Trustee Addonizio stated she wished to move the item without change from last year.

**CFD 92-1
Agenda Item 20**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve Resolution No. 1415-08 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 92-1 (Las Flores) for Fiscal Year 2014-2015.

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

Trustee Reardon stated he had pulled the item by mistake and wished to approve the item as presented.

**CFD 98-1A
Agenda Item 21**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve Resolution No. 1415-10 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 98-1A (Pacifica San Juan) for Fiscal Year 2014-2015.

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

It was moved by Trustee Reardon, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to approve Resolution No. 1415-11 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 98-2 (Ladera) for Fiscal Year 2014-2015 without a two percent escalator.

**CFD 98-2
Agenda Item 22**

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

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve Resolution No. 1415-12 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 2004-1 (Rancho Madrina) for Fiscal Year 2014-2015 without a two percent escalator.

**CFD 2004-1
Agenda Item 23**

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

Trustee Reardon decided to move the item as presented once Deputy Superintendent Clark Hampton and Andrea Roess of David Taussig & Associates explained that this CFD was mid-process and more bonds are anticipated this year. Not using the escalator would reduce the amount of bonds that could be issued.

**CFD 2005-1
Agenda Item 24**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve Resolution No. 1415-13 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 2005-1 (Whispering Hills) for Fiscal Year 2014-2015.

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

It was moved by President Hatton-Hodson, seconded by Trustee Reardon, and motion carried by a 7-0 vote to adjourn the meeting.

Adjournment

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, and Reardon
NOES: None

President Alpay announced the meeting adjourned at 9:07 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-14

**ACCEPTANCE OF THE 2014-2015 ASSISTANCE LEAGUE CONTRACT FOR
OPERATION SCHOOL BELL; KIDS ON THE BLOCK; HANDS ON LITERACY;
AND LINKS TO LEARNING**

BE IT RESOLVED the Capistrano Unified School District Board of Trustees authorizes entering into the local agreement Resolution No. 1415-14 with the Assistance League of Capistrano Valley for the purpose of providing assistance to children in need through the philanthropic programs to the students in the District: Operation School Bell; Kids on the Block; Hands on Literacy; and Links to Learning, and the person who is listed below is authorized to sign the transaction for the Board of Trustees for the Fiscal Year 2014-2015.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Stephen Nichols	Chief Communications Officer	_____

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 27th day of August 2014, by a roll call vote.

Gary Pritchard
Clerk

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

**AGREEMENT BETWEEN
ASSISTANCE LEAGUE™ OF CAPISTRANO VALLEY
A CHAPTER OF NATIONAL ASSISTANCE LEAGUE
and the
CAPISTRANO UNIFIED SCHOOL DISTRICT**

This agreement is entered into by Assistance League™ of Capistrano Valley (ALCV), P. O. Box 133, San Juan Capistrano, CA 92693, and the Capistrano Unified School District (CUSD), located at 33122 Valle Rd., San Juan Capistrano, CA 92675.

Assistance League of Capistrano Valley will provide the following philanthropic programs to the students in Capistrano Unified School District:

Operation School Bell®

Kids on the Block®

Hands on Literacy Program

Links to Learning

OPERATION SCHOOL BELL® is a philanthropic project designed to provide suitable new school clothing to school children in need.

OBLIGATIONS OF ALCV

- A. ALCV will partner with a local department store, Target of San Clemente, 990 Avendia Vista Hermosa, San Clemente, CA 92673, to implement their Operation School Bell program.
- B. At the beginning of the school year, ALCV will provide a schedule of dates for late September through October. Shopping events will be held at Target, San Clemente, on a Tuesday, Wednesday, or Thursday between 5:00pm – 8:00 pm. Designated school officials can obtain all necessary information (staff information, parent letters and permission slips, procedure sheets, appointment schedules, and evaluation forms) to refer students online at our official website: www.CapistranoValley.AssistanceLeague.org
- C. Assistance League shall furnish funds for the purchase of new school clothing, socks, underwear, and jackets to students in grades K-8, who have been identified by designated school officials, up to a predetermined budget amount approved by ALCV. A shoe gift card and Personal Care Kits will also be given to each child participating in the program. ALCV currently serves CUSD schools in San Clemente, Aliso Viejo, San Juan Capistrano, Laguna Niguel, Capistrano Beach, and Dana Point.
- D. Assistance League shall provide member volunteers for each shopping event to help check in the recipients, assist with the shopping, and help with the checkout procedure
- E. All financial obligations relative to the purchase of the clothing will be assumed by ALCV. No funds will be provided to the schools or children.
- F. ALCV shall maintain liability insurance coverage for this program. ALCV shall defend, indemnify, and hold CUSD harmless against all claims and damages that are the fault of ALCV.
- G. ALCV shall review project annually with input from school personnel.

OBLIGATIONS OF CUSD

- A. Each school principal will appoint a contact person to interface with ALCV.
- B. Screening and referral of a child in need shall be made by authorized school personnel. Appointments shall be made on the appointment sheet which will be supplied to each school on the ALCV official website.
- C. CUSD shall maintain liability insurance coverage. CUSD shall defend, indemnify and hold ALCV harmless against all claims and damages that are the fault of CUSD.

KIDS ON THE BLOCK® (KOB) is a philanthropy that encourages diversity and sensitivity to handicaps and various social issues through the use of life-size puppets in skits performed by ALCV puppeteers.

OBLIGATIONS OF ALCV

- A. Volunteers of the ALCV shall present the puppet shows to elementary students (K-5th grade). Each presentation contains an interactive discussion with the students.
- B. Presentations shall be arranged at the request of the individual schools and/or their representatives, e.g., PTA.
- C. The puppets and props shall be supported financially by, and will remain the sole property of, ALCV.
- D. ALCV retains the right to make KOB presentations to other school districts and groups.
- E. ALCV shall maintain liability insurance coverage for this program. ALCV shall defend, indemnify and hold CUSD harmless against all claims and damages that are the fault of ALCV.
- F. ALCV will review the project annually with input from school personnel.

OBLIGATIONS OF CUSD

- A. Each school shall provide a suitable location for the presentation.
- B. CUSD is in no way financially responsible for this project.
- C. CUSD shall not hold ALCV responsible for any problems that may arise.
- D. CUSD shall maintain liability insurance for its own personnel and its students. CUSD shall defend, indemnify and hold ALCV harmless against all claims and damages that are the fault of CUSD.

HANDS ON LITERACY PROGRAM (HOLP) is a philanthropic project that provides reading assistance for learning and communication handicapped students in Special Day Classes at appointed schools.

OBLIGATIONS OF ALCV

- A. ALCV volunteer members shall staff this project and will assist the students where one-on-one help is useful.
- B. Reading books and reference materials may be provided for the students at the discretion of ALCV and with the approval of the Special Day Class teacher.
- C. Any and all materials provided by ALCV to the program shall remain with the Special Day Classes should the teacher leave the district.

- D. ALCV will review project annually with input from school personnel.
- E. ALCV shall maintain liability insurance coverage for this program. ALCV shall defend, indemnify and hold CUSD harmless against all claims and damages that are the fault of ALCV.

OBLIGATIONS OF CUSD

- A. CUSD is in no way financially responsible for this program.
- B. CUSD shall not hold ALCV responsible for any problems that may arise.
- C. CUSD shall maintain liability insurance for its students and personnel. CUSD shall defend, indemnify and hold ALCV harmless against all claims and damages that are the fault of CUSD.
- D. CUSD's principals and teachers shall be responsible for selecting students in need of reading assistance.

LINKS TO LEARNING is a philanthropic project of money grants provided to middle school teachers to enhance and develop new or different approaches to teaching that will stimulate creative thought and expand existing curriculum.

OBLIGATIONS OF ALCV

- A. ALCV will provide application packets for each school; CUSD may reproduce the contents. Deadlines and terms of the application process and grants are included.
- B. ALCV will select recipients from applications until designated project funds are exhausted. Selection will be made by voting members of ALCV of at least one year.
- C. Financial contributions by ALCV to this project will be awarded in the amount of \$50 to \$500 per project.
- D. ALCV shall maintain liability insurance coverage for this program. ALCV shall defend, indemnify, and hold CUSD harmless against all claims and damages that are the fault of CUSD.
- E. ALCV will provide liaisons for the schools that will be members of ALCV.
- F. ALCV will review project annually with input from school personnel.

OBLIGATIONS OF CUSD

- A. CUSD shall maintain its own liability insurance. CUSD shall defend, indemnify and hold ALCV harmless against all claims and damages that are the fault of CUSD.
- B. The school will duplicate additional application forms from a packet provided by ALCV.
- C. Liaisons may accompany project leaders on field trips, if appropriate, provided they register as a school volunteer.
- D. At the conclusion of the project, an evaluation form and a financial report must be completed by each grant recipient and returned to ALCV, P. O. Box 133, San Juan Capistrano, CA 92675.

PUBLIC RELATIONS

- A. ALCV shall have sole identification with OPERATION SCHOOL BELL®, KIDS ON THE BLOCK®, LINKS TO LEARNING, and HANDS ON LITERACY PROGRAM.
- B. ALCV shall have complete control of all publicity releases, brochures and other written material connected with these projects.
- C. Photos and names of students will not be used without written permission of those directly involved (photo release).

RENEWAL AND TERMINATION OF AGREEMENT

This agreement will be renewed at the start of each school year. It is in the intention of the Assistance League of Capistrano Valley to continue these projects for an indefinite period of time. If either party determines it can no longer abide by the terms of this agreement, it may terminate this project by giving sixty days' notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

Sharon E. Gonzalez
President, ALCV
Sharon E. Gonzalez
Printed Name

7-31-14
Date

Kathleen D. Manuel
(Recording) Secretary, ALCV
Kathleen D. Manuel
Printed Name

7-31-14
Date

Bonnie Maspero
Vice President, Philanthropy, ALCV
Bonnie Maspero
Printed Name

7/31/14
Date

Superintendent of Schools, CUSD

Date

Printed Name

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 27, 2014

MASTER TEACHER PAYMENT

CALIFORNIA STATE UNIVERSITY, FULLERTON

<u>Master Teacher</u>	<u>Student Teacher</u>	<u>Location</u>	<u>Amount</u>
Allen, Melissa	Sarah Lynn-Helfrich	Multiple sites	\$100.00
Berrest, Stacy	Michael Calahan	BAMS	\$150.00
Blackburn, Nancy	Kathleen O'Halloran	Kinoshita	\$250.00
Blackburn, Nancy	Amy MacWilkinson	Kinoshita	\$250.00
Blackburn, Nancy	Cherie Thorpe	Kinoshita	\$250.00
Bruen, Kathleen	Joy Stoltenberg	Ladera Ranch ES	\$150.00
Buckman, Jennifer	Jennifer Diogostine	RH Dana ENF	\$150.00
Cordina, Maureen	Nancy Engelhardt	Reilly	\$150.00
Cross, Mindy	Marissa Gruenwald	RH Dana ENF	\$150.00
Cross, Mindy	Allison Stanley	RH Dana ENF	\$150.00
Desiano, Tom	Jennifer Eckert-Toler	DHHS	\$166.75
Forbes, Steve	David Lee	DHHS	\$150.00
French, Karen	Rachele McDonald	Reilly	\$150.00
Harney, Jason	Ginger Olsen	ANHS	\$250.00
Hunnicut, Josh	Rachel Harrison	SJHHS	\$250.00
Jindra, Kim	David Lee	LFMS	\$150.00
Landis, Sharon	Rachele McDonald	Reilly	\$150.00
Liquori, Aimee	Sarah Lynn-Helfrich	Del Obispo	\$ 50.00
Okura, Kristen	Amanda Moros	DJAMS	\$250.00
Ridgway, Damon	Laura Steinmetz	Kinoshita	\$250.00
Ridgway, Damon	Krystabelle Rodriguez	Kinoshita	\$250.00
Rose, Stephanie	Briana Rivellow	Kinoshita	\$250.00
Rose, Stephanie	Jaclyn Farah	Kinoshita	\$250.00
Scott, Amy	Renee Gold	Lobo	\$100.00
Slocum, Nikki	Jennifer Eckert-Toler	DHHS	\$ 83.25
Souers, Lynn	Crystal Wells	Reilly	\$150.00

EXHIBIT 19

Sturdevant, Lori	Kathleen Cragin	RH Dana ENF	\$150.00
Villalba, Fernanda	Karli McEntee	SJHHS	\$250.00
Williams, Stephanie	David Flores	Arroyo Vista	\$150.00

TEMPLATE

California Department of Education 4/30/13

2014–15 MIGRANT EDUCATION REGION 9 MOU

Districts that have an enrollment of fewer than 200 migrant students or an allocation of less than \$25,000 have the option of completing this Memorandum of Understanding.

District Name: Capistrano Unified School District

District Contact: Alejandro Gonzalez

CONTENTS

- ☐ Section I: MOU/Signature Page
- ☐ Section II: District Demographic Profile (number of migrant/non-migrant students)
- ☐ Section III: District Migrant Parent Advisory Council Membership Roster
- ☐ Section IV: Memorandum of Understanding Service Planning/Evaluation
- ☐ Section V: Assurances (link)

EXHIBIT 20

SECTION I

MIGRANT EDUCATION – REGION 9

201 W. Cerritos Ave, Anaheim, CA 92805
714-535-7040

DISTRICT MEMORANDUM OF UNDERSTANDING

Between

San Diego County Office of Education, Migrant Education Program, Region 9

And

Capistrano Unified School District

This agreement is between San Diego County Office of Education, Migrant Education Program, Region 9, hereinafter referred to as the region and Capistrano Unified School District herein after referred to as the district.

The period covered by this agreement shall be from July 1, 2014 to June 30, 2015. There are currently 63 identified migrant students in the district as indicated in the attached District/Demographic Profile.

Based on the needs of its Migrant students, the district agrees to provide supplemental service(s) as identified in SECTION IV, which the districts proposed Service Planning Evaluation.

The following staff for the Region will deliver the following services: Alejandro Gonzalez, Program Specialist, Carmela Vasquez, Migrant Outreach Worker, Laura Alvarez, Migrant Services Aide, and Claudia Evans, Migrant Services Aide.

The following staff for the District will deliver the following services: **N/A, no district staff delivers services.**

The Region certifies that the Migrant Education District Parent Advisory Council has participated in the development of the Migrant Education program as described. A minimum of six (6) meetings a year will be convened to comply with statutory requirements and provide identified parent training needs.

The District identifies and addresses the needs of migrant children in coordination with other categorical programs. The District will list the services to Migrant students in the LEA plan and in the Single Plan for Student Achievement.

In witness whereof, the following parties have executed this agreement:

Region Director

Kirsten Vital, Superintendent
Capistrano Unified School District

Date

Date

Section II

DISTRICT DEMOGRAPHIC PROFILE

	Pre K	K/1	2/3	4/5	6/7/8	9/10/11/12	Total
PFS	0	0	0	0	0	0	0
Migrant	7	14	11	10	10	11	63
All*	7	14	11	10	10	11	63

*All includes PFS and Migrant students.

Note: If a grade level does not have at least 10 migrant students (to comply with CDE data suppression requirements), combine this with another grade (or grades) to equal no fewer than 10 students.

SECTION III

DISTRICT MIGRANT PARENT ADVISORY COUNCIL

District Parent Advisory Council Membership:Non-Applicable	
PAC Member Name	Eligible Migrant Parent? Yes/No

MIGRANT EDUCATION PROGRAM REGION 9 2014–15

Memorandum of Understanding Academic Service Planning/Evaluation Complete one for each High Quality Intervention

DISTRICT NAME: Capistrano Unified School District

PROPOSED PROJECT COST: \$ _____

PROPOSED AREA OF SERVICE:

School Readiness	<input type="checkbox"/>	English Language Arts	<input checked="" type="checkbox"/>	Mathematics	<input type="checkbox"/>	High School Graduation	<input type="checkbox"/>
OSY	<input type="checkbox"/>	Health	<input type="checkbox"/>	Parent Involvement	<input type="checkbox"/>	I&R	<input type="checkbox"/>

Description of Proposed Service	
Name of Service:	Home Based ELA Tutoring
The Need (Include data & how service is supplemental to core program):	Data shows that 92% of migrant students in grades 2 nd through 4 th are in need of supplemental academic support in ELA, as measured by CST scores. All services will be in addition to the core program.
How (describe the academic focus, the service and the strategies):	Migrant services will focus on Reading Comprehension. Through a series of a 10-week academic home visit program, migrant students in grades 2 nd through 4 th grade, who scored at Basic or below, will receive 2 hours of academic instruction per week.
School Year or Summer School Service:	(Check one) <input checked="" type="checkbox"/> Regular School Year <input type="checkbox"/> Summer School
If School Year Service, when:	(Check one) <input type="checkbox"/> Before School <input checked="" type="checkbox"/> After School <input type="checkbox"/> Saturday

PART 1: PARTICIPANTS TO BE SERVED:

Grade	# Enrolled	Projected # Participants			Actual # Participants		
		# PFS	# Non-PFS	TOTAL	PFS	Non-PFS	TOTAL
2	6	0	4	4			
3	5	0	4	4			
4	5	0	3	3			
TOTALS	16	0	11	11			

PART 2: LOCATION, DATES, TIME OF DELIVERY

Minutes per Day	Days per Week	# of Weeks	Total Instructional Hours	Actual Total Instructional Hrs.
60	2	10	20	
Start Date	October 2014	End Date	May 2015	
Location of Service	Home base/center base			

PART 3: RESEARCH BASED CURRICULUM:

Grade Level Cluster	Curriculum	Research Based?
2 nd -4 th	Teacher Created Material- Focused Reading Intervention	<input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No

Section IV

PART 4: METHOD OF INSTRUCTION:

<i>Instructional Strategies to be Used</i>
One-on-one tutoring/ small group instruction when appropriate

PART 5: EXPECTED OUTCOMES (learning that will occur due to implementation of this program):

<i>Local Quantitative Measures</i>	<i>Targeted Outcome: participants will show a 5 point growth, as measured by pre and post-tests</i>		<i>75% Projected Participants to Reach Targeted Outcome</i>		<i>Actual % that reached targeted outcome</i>		<i>Target Met, Not Met, Partially Met?</i>		<i>Why Not/Comments:</i>
	<i>PF S</i>	<i>Other MEP</i>	<i>PF S</i>	<i>Other MEP</i>	<i>PF S</i>	<i>Other MEP</i>	<i>PF S</i>	<i>Other MEP</i>	
Focus Reading Intervention Pre/post assessments	0	11	0	11					
Teacher-developed pre/post-tests.	0	11	0	11					
<i>Local Qualitative Measures</i>	<i>Description of Projected Measures</i>						<i>Comments on Results</i>		
Interview and Focus Groups:	MEP staff will interview students participating in Regular Year ELA tutoring for efficiency purposes.								
Surveys:	No Surveys will be used.								
Observations:	MSA will make observations and keep a journal record of home visits.								

PART 6: PERSONNEL:

<i>Staffing</i>							
<i>Title</i>	<i>Certificated</i>		<i>Classified</i>		<i>Percent Funded by DSA</i>	<i>Percent Funded by Other</i>	<i>Name of Other Program Funding Source</i>
	<i>#</i>	<i>FTE</i>	<i>#</i>	<i>FTE</i>			
Migrant Services Aide (MSA)	0		1	.20	100	0	N/A
Teacher	1	/ .1	0	0	100	0	N/A
Program Specialist	1	/ .2	0	0	100	0	N/A

<i>Professional Development</i>				
<i>Need</i>	<i>Title</i>	<i>Description</i>	<i>Dates</i>	<i>Expected Outcomes</i>
Tutoring Strategies	Critical Thinking Skills	Training in Higher Order of Questioning Skills	Fall 2014	Migrant Services Aides will obtain the knowledge necessary to efficiently tutor elementary migrant students in reading comprehension.

PART 7: PARENT COMMUNICATION:

Describe plans to communicate with parents to support this intervention: orientation, graduation, home visits, daily phone calls for attendance, etc.

Parents are informed of services at Parent Advisory Committee meeting, and they are also contacted by phone prior to date of service. In addition, parents are also informed through letters of notification that are sent home announcing the service. Furthermore, classroom teachers will be notified in an effort to identify at-risk migrant students and to assist with reminding and encouraging parents to participate.

Describe Other Support Services Plans (transportation, etc)

Other support services may include the following: transportation, snacks, and incentives (school supplies).

Section IV

PROPOSED PROJECT COST: \$ _____

PROPOSED AREA OF SERVICE:

School Readiness	<input type="checkbox"/>	English Language Arts	<input type="checkbox"/>	Mathematics	<input type="checkbox"/>	High School Graduation	<input checked="" type="checkbox"/>
OSY	<input type="checkbox"/>	Health	<input type="checkbox"/>	Parent Involvement	<input type="checkbox"/>	I&R	<input type="checkbox"/>

Description of Proposed Service	
Name of Service:	Case Management
The Need (Include data & how service is supplemental to core program):	In order to increase the percentage of migrant students completing a-g requirements, MEP provides a case manager (Migrant Services Aide) for each migrant high school student. The MSA has regular office hours at the district office and will visit students at school or home.
How (describe the academic focus, the service and the strategies):	The MSA conducts transcript review, monitors student progress, and coordinates supplemental services for the student, including services designed to improve attendance and achievement; referral to social and medical services; access to technology; transportation assistance. All services will be in addition to the core program.
School Year or Summer School Service:	(Check one) <input checked="" type="checkbox"/> Regular School Year <input type="checkbox"/> Summer School
If School Year Service, when:	(Check one) <input type="checkbox"/> Before School <input checked="" type="checkbox"/> After School <input type="checkbox"/> Saturday

PART 1: PARTICIPANTS TO BE SERVED:

Grade	# Enrolled	Projected # Participants			Actual # Participants		
		# PFS	# Non-PFS	TOTAL	PFS	Non-PFS	TOTAL
9	5	0	5	5			
10	4	0	4	4			
11	2	0	2	2			
12	0	0	0	0			
TOTALS	11	0	11	11			

PART 2: LOCATION, DATES, TIME OF DELIVERY

Minutes per Day	Days per Week	# of Weeks	Total Instructional Hours	Actual Total Instructional Hrs.
60	2	35	70	
Start Date: 09/13		End Date: 06/14		
Location of Service		Home base/center base		

PART 3: RESEARCH BASED CURRICULUM:

Grade Level Cluster	Curriculum	Research Based?
	N/A	Yes / No

PART 4: METHOD OF INSTRUCTION:

Instructional Strategies to be Used
One-on-one/small group guidance counseling and support

PART 5: EXPECTED OUTCOMES (learning that will occur due to implementation of this program):

Local Quantitative Measures	Targeted Outcome: participants will show a 5 point growth, as measured by pre and post-tests (Only when applicable)		75% Projected Participants to Reach Targeted Outcome		Actual % that reached targeted outcome		Target Met, Not Met, Partially Met?		Why Not/Comments:
	PF S	Other MEP	PF S	Other MEP	PF S	Other MEP	PF S	Other MEP	
Transcript Review	0	11	0	11					
Report Card Review/Progress Reports Review	0	11	0	11					
Local Qualitative Measures	Description of Projected Measures						Comments on Results		
Interview and Focus Groups:	MEP staff will interview students participating in Regular Year High School Graduation counseling/guidance for efficiency purposes.								
Surveys:	MSA will provide every student with a survey to assess the guidance/counseling program.								
Observations:	MSA will make observations and keep a journal record of student counseling/guidance sessions.								

PART 6: PERSONNEL:

Staffing							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other	Name of Other Program Funding Source
	#	FTE	#	FTE			
Migrant Services Aide (MSA)			1	.3	100	0	N/A
Teacher	1	/ .1	0	0	100	0	N/A
Program Specialist	1	/ .2	0	0	100	0	N/A

Professional Development				
Need	Title	Description	Dates	Expected Outcomes
Update Migrant Services Aides in A-G requirements, CAHSEE exam, and or career development.	High School Graduation Requirements	Staff will obtain professional development on new laws as they pertain to high school graduation requirements, FAFSA, and 4-year universities.	Ongoing	Migrant Services Aides will obtain the knowledge necessary to efficiently guide and counsel high school migrant students in high school graduation and beyond.

PART 7: PARENT COMMUNICATION:

Describe plans to communicate with parents to support this intervention: orientation, graduation, home visits, daily phone calls for attendance, etc.

Parents are informed of services at Parent Advisory Committee meeting, and they are also contacted by phone prior to date of service. In addition, parents are also through letters of notification that are sent home announcing the service. Furthermore, classroom teachers will be notified in an effort to identify at-risk migrant students and to assist with reminding and encouraging parents to participate.

Describe Other Support Services Plans (transportation, etc)

Other support services may include the following: transportation, snacks, and incentives (school supplies).

PROPOSED PROJECT COST: \$ _____

PROPOSED AREA OF SERVICE: All of the Above

School Readiness	<input type="checkbox"/>	English Language Arts	<input type="checkbox"/>	Mathematics	<input type="checkbox"/>	High School Graduation	<input type="checkbox"/>
OSY	<input type="checkbox"/>	Health	<input type="checkbox"/>	Parent Involvement	<input type="checkbox"/>	I&R	<input type="checkbox"/>

Description of Proposed Service	
Name of Service:	ELA Monitoring and Support Program
The Need (Include data & how service is supplemental to core program):	Local data shows that 2 out of 3 migrant students in the district are performing at Basic or below in ELA. Students in CUSD require extra monitoring and advocacy to ensure that they have access to district and school-sponsored academic programs offered throughout the academic school year. In addition, case management provides Migrant Services Aides with the opportunity to address any and all family obstacles that interfere with the education of the migrant students.
How (describe the academic focus, the service and the strategies):	Migrant Services Aides will review grades, school attendance records, review CUMs, review transcripts and any other documentation that can help guide services. In addition, through regular home visits, a Needs Assessment form will be completed/review/updated.
School Year or Summer School Service:	(Check one) <input checked="" type="checkbox"/> Regular School Year <input type="checkbox"/> Summer School
If School Year Service, when:	(Check one) <input type="checkbox"/> Before School <input checked="" type="checkbox"/> After School <input type="checkbox"/> Saturday

PART 1: PARTICIPANTS TO BE SERVED:

Grade	# Enrolled	Projected # Participants			Actual # Participants		
		# PFS	# Non-PFS	TOTAL	PFS	Non-PFS	TOTAL
Pk-12		0	63	63			
TOTALS	113	0	63	63			

PART 2: LOCATION, DATES, TIME OF DELIVERY

Minutes per Day	Days per Week	# of Weeks	Total Instructional Hours (Advocacy)	Actual Total Instructional Hrs.
120	2	35	140	
Start Date		End Date		
Location of Service		Home base/center base		

PART 3: RESEARCH BASED CURRICULUM:

Grade Level Cluster	Curriculum	Research Based?
	N/A	Yes / No

PART 4: METHOD OF INSTRUCTION:

Instructional Strategies to be Used
One-on-one support / small group when appropriate

PART 5: EXPECTED OUTCOMES (learning that will occur due to implementation of this program):

Local Quantitative Measures	Targeted Outcome: participants will show a 5 point growth, as measured by pre and post-survey on services (Only when applicable)		75% Projected Participants to Reach Targeted Outcome		Actual % that reached targeted outcome		Target Met, Not Met, Partially Met?		Why Not/Comments:
	PF S	Other MEP	PF S	Other MEP	PF S	Other MEP	PF S	Other MEP	
Transcript Reviews	0	63	0	63					
CUM Folders (when permitted by school)	0	63	0	63					
Local Qualitative Measures	Description of Projected Measures						Comments on Results		
Interview and Focus Groups:	MEP staff will interview students participating in Regular Year support services for efficiency purposes.								
Surveys:	MSA will provide every student with a survey to assess the services offered.								
Observations:	MSA will make observations and keep a journal record of home visits.								

PART 6: PERSONNEL:

Staffing							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other	Name of Other Program Funding Source
	#	FTE	#	FTE			
Migrant Services Aide (MSA)	0		1	.30	100	0	N/A
Teacher	1	/ .1	0	0	100	0	N/A
Program Specialist	1	/ .2	0	0	100	0	N/A

Professional Development				
Need	Title	Description	Dates	Expected Outcomes
Awareness and connection to community support services	Networking	Provide staff with the skills to connect with community agencies that provide social, academic, and health services	Fall 2014	Migrant Services Aides will obtain the knowledge necessary to efficiently utilize community agencies as partners in addressing the social, academic, and health needs of migrant families.

PART 7: PARENT COMMUNICATION:

Describe plans to communicate with parents to support this intervention: orientation, graduation, home visits, daily phone calls for attendance, etc.

Parents are informed of services at Parent Advisory Committee meeting, and they are also contacted by phone prior to date of service. In addition, parents are also informed through letters of notification that are sent home announcing the service. Furthermore, classroom teachers will be notified in an effort to identify at-risk migrant students and to assist with reminding and encouraging parents to participate.

Describe Other Support Services Plans (transportation, etc)

Other support services may include the following: transportation, snacks, and incentives (school supplies).

**Migrant Education, Region 1
2013-14 PROPOSED SERVICE
BUDGET DETAIL**

Please follow regional protocol regarding object codes, making sure that they reflect the district's general ledger.

(Check one) ☒ Regular School Year ☒ Summer School

PLEASE SEE REGIONAL APPLICATION FOR DETAILED BUDGET

Please identify all costs related to the proposed service. For each line item, use the Standardized Account Code Structure (SACS) object codes. *(Insert additional rows as needed.)*

Object Code	Description	Amount Service	Amount Admin	Total Projected Amount	Actual Amount
1100	Teachers	3,000		3,000	
1200	Pupil Support Services	0		0	
1300	Supervisor/Administrators	25,000		25,000	
1900	Other Certificated Salaries	0		0	
2100	Instructional Aides	0		0	
2200	Support Services Salaries	30,000		30,000	
2300	Supervisor/Administrators	0		0	
2400	Clerical, Technical, Office Staff	0		0	
2900	Other Classified Salaries	3,000		3,000	
3000-3900	Employee Benefits	10,000		10,000	
4100	Textbooks Curricula Materials	700		700	
4200	Books & Reference Materials	0		0	
4300	Materials & Supplies	800		800	

Section IV

4400	Non Capitalized Equipment	0		0	
4700	Food	350		350	
5100	Subagreements for Services	0		0	
5200	Travel & Conferences	5000		5000	
5300	Dues & Memberships	0		0	
5400	Insurance	0		0	
5500	Operations & Housekeeping	0		0	
5600	Rentals, Leases, Repairs & Noncap Improvements	0		0	
5700	Transfers of Direct Costs	0		0	
5800	Prof/Cons/Serv & Operating Expenses	0		0	
5900	Communications	0		0	
TOTAL PROPOSED EXPENSES				67,050	
7000	INDIRECT COST			6,705	
TOTAL COST OF PROPOSED SERVICE				73,755	

When project ends, complete the blue-shaded areas to evaluate the objective:

1. The outputs – did we implement the program as planned?
2. The outcomes - what did students gain from the program's outputs?

Complete and submit the final document 2 weeks after project end-date.

SECTION V

ASSURANCES

<http://www.cde.ca.gov/fq/fo/fm/generalassur2012.asp>

The assurances must be signed by both Region and District Administrators.

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1415-15

**ACCEPTANCE OF AGREEMENT FCI-SD2-04 WITH THE CHILDREN AND
FAMILIES COMMISSION OF ORANGE COUNTY**

BE IT RESOLVED the Board of Trustees of the Capistrano Unified School District approves the Agreement FCI-SD-04 between Children and Families Commission of Orange County with the California Department of Education for the purpose of facilitating the creation and implementation of an integrated, comprehensive system of information and services to enhance optimal early childhood development as set forth in the California Children and families Act of 1998.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Kirsten M. Vital	Superintendent	_____
Julie Hatchel, Ed. D.	Assistant Superintendent Education Services	_____

PASSED AND ADOPTED THIS 27th day of August 2014, by the Board of Trustees of the Capistrano Unified School District, County of Orange, California.

AYES ()

NOES ()

ABSENT ()

ABSTAIN ()

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 27th day of August 2014, by a roll call vote.

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

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

AGREEMENT FCI-SD2-04

BY AND BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

CAPISTRANO UNIFIED SCHOOL DISTRICT

FOR THE PROVISION OF SERVICES

This **AGREEMENT** ("Agreement") entered into as of the 5th day of February, 2014 ("Date of Agreement") which date is enumerated for purposes of reference only and corresponds to the date of action on and approval of funding for this Agreement by COMMISSION is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity ("COMMISSION") and **CAPISTRANO UNIFIED SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California ("CONTRACTOR"). This Agreement shall be administered by the Executive Director of COMMISSION or his/her authorized designee ("ADMINISTRATOR").

RECITALS

A. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the "Act") implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

B. COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County's children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, and/or revised ("Strategic Plan").

C. CONTRACTOR is a school district organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County's children through age five (5).

D. On February 5, 2014, COMMISSION awarded \$1,275,300 to CONTRACTOR (\$525,300 for three years of Early Learning Specialist Services, \$600,000 for three years of School Readiness Nurse Services and \$150,000 for three years of School Readiness Services) for the period July 1, 2014 through June 30, 2017.

E. On May 7, 2014, COMMISSION awarded \$40,613 to CONTRACTOR to provide services implementing the Early Development Index (EDI) project for the period July 1, 2014 through June 30, 2017.

F. COMMISSION desires to contract with CONTRACTOR to provide services and carry out certain performance obligations, and achieve certain outcomes, promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A, Work Plan, Exhibit A-1, and Project Budget, Exhibit B (together, "Services").

G. As and if applicable, COMMISSION and CONTRACTOR desire to enter into matching fund program opportunities with the California Children and Families Commission (First 5 California) and other matching fund opportunities as may become available.

H. CONTRACTOR desires to provide the Services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

NOW THEREFORE, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement shall commence on July 1, 2014 and terminate on June 30, 2017, unless earlier terminated pursuant to the provisions of Paragraph 22 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

2. ALTERATION OF TERMS. This Agreement, together with the Project Summary, Exhibit A; Work Plan, Exhibit A-1, and Project Budget, Exhibit B that are attached to this Agreement and fully incorporated by this reference (together, "Exhibits"), express all understanding of the parties with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 and in Subparagraph 8.5.

2.1 CONTRACTOR work plans, budgets and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and/or increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

2.2 Administrator Modification Authority. Notwithstanding anything to the contrary and provided any modifications do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and/or performance timeframes specified in the Project Summary as set forth in the Scope of Work in Exhibit A and/or the Work Plan, Exhibit A-1, to the funding allocation between and among the line items and/or the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B, to the Payment interval, to the percentage of Initial Payment(s), and/or to the percentage of Retention Amount(s), and/or to the timing of the Retention Amount(s) withheld as described in this Agreement.

3. STATUS OF CONTRACTOR. CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through the funds received by CONTRACTOR through this Agreement, or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights and/or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR.

3.1 COMMISSION as Independent Entity. Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

CIVIL CODE SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4. CONTRACTOR DELEGATION AND ASSIGNMENT. CONTRACTOR shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without the prior written consent of ADMINISTRATOR. The request must be in writing with a full explanation for the request. Any consent granted by ADMINISTRATOR may be conditioned upon and subject to certain actions by CONTRACTOR as determined by ADMINISTRATOR. Any attempted assignment or delegation in derogation of this Paragraph 4 shall be deemed void.

5. SUBCONTRACTS. Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract or a consulting agreement, or agreement for professional services (each and all referred to as a "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing for CONTRACTOR to enter into a Subcontract, in no event shall the Subcontract alter in any way any legal responsibility or performance obligation of

CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may, but is not obligated to, require that CONTRACTOR submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his/her designee, for a period of the later of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed.

5.1 Minimum Subcontract Terms. Each permitted Subcontract and the terms and provisions in the Subcontract shall be independently negotiated between CONTRACTOR and its selected subcontractor, consultant, or other person or entity under contract to CONTRACTOR related to the Services to be provided under this Agreement (“Subcontractor”); provided however, each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel, number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a not to exceed payment obligation under the Subcontract, which total amount shall in no event exceed and shall be limited to amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement for CONTRACTOR to provide to COMMISSION, which insurance shall protect CONTRACTOR and COMMISSION, and the County of Orange from any Claims or other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and records related to work and services provided under the Subcontract shall be maintained for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be availed by CONTRACTOR in the event Subcontractor fails to perform under the Subcontract, and (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations.

6. INDEMNIFICATION

6.1 CONTRACTOR Indemnification of COMMISSION. CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, the County of Orange, and their Commissioners, officers, agents, and employees from and against all liability, claims, losses and demands, damages to property or injuries to or death of any person or persons, including property of officers, employees, or agents of COMMISSION or the County of Orange, including defense costs (together, “Claims”), whether resulting from court action or otherwise, resulting from, related in any manner to, or arising out of the intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement.

6.1.1 With regard to this indemnity clause, COMMISSION acknowledges CONTRACTOR does not assume responsibility for payment of Claims to the extent a court of

competent jurisdiction determines CONTRACTOR was not responsible for all or a part of the Claim(s), i.e., liability did not result from intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement, but were the result of the negligent or intentional act or omission of COMMISSION or its Commissioners, officers, agents or employees. CONTRACTOR agrees the above provisions do not limit or affect its obligation to accept tender of defense and indemnification for a Claim from COMMISSION or ADMINISTRATOR. If judgment is entered against CONTRACTOR and COMMISSION by a court of competent jurisdiction because of the concurrent active negligence of COMMISSION, the County of Orange, or their officers, agents, and employees, CONTRACTOR and COMMISSION agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

6.1.2 Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations and performance under this Agreement in the form and amounts set forth in Paragraph 7, which insurance obligations shall apply independently of the indemnification provided under this Agreement.

6.1.3 No elected official, no public official, no officer, no committee member, no Commissioner, employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, or any successor in interest, (or to any Subcontractor) in the event of any default or breach by COMMISSION or for any amount which may become due to CONTRACTOR or to its successor (or Subcontractor) or for breach of any obligation of the terms of this Agreement.

6.2 COMMISSION Indemnification of CONTRACTOR. COMMISSION agrees to indemnify and hold harmless CONTRACTOR from all Claims, including defense costs, whether resulting from court action or otherwise, arising out of the sole intentional or grossly negligent acts or omissions of COMMISSION and its officers, agents or employees in the performance of this Agreement.

6.2.1 COMMISSION warrants it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insures the perils of bodily injury, medical, professional liability and property damage.

6.2.2 No elected official, no public official, and no employee of CONTRACTOR shall be personally liable to COMMISSION in the event of any default or breach of any obligation of the terms of this Agreement, except as to intentional misconduct or gross negligence of the elected official, public official, or employee of CONTRACTOR.

6.3 Notice of Claim; Tender of Indemnification. Each party agrees to provide the indemnifying party with written notification of any Claim within thirty (30) days of notice of the Claim, to allow the indemnifying party control over the defense and settlement of the Claim, and to cooperate with the indemnifying party in its defense.

6.4 Defense of Claim. COMMISSION and CONTRACTOR, at their sole discretion and expense, may employ legal counsel and participate in the defense of any actions.

6.5 Cooperation with Claims. Each party to this Agreement shall cooperate with another party to this Agreement in the defense of any action brought for conduct resulting under this Agreement and shall make available to said party any and all records in their respective possessions or control reasonably required by a party for use in contesting or defending liability.

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and/or 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee; and/or (b) insurance via a pooled or joint powers insurance authority; and/or (c) insurance policies secured from insurance company(ies) that is/are admitted in California and rated A-VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his/her Risk Management designee. Evidence of required insurance coverage(s) obtained under (a), (b), and/or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

7.1 Certificate of Self-Insurance Coverage. In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificate(s) shall verify that on behalf of Capistrano Unified School District, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 and/or 7.3 below.

7.1.2 Types of Self-Insurance Coverage. CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee in his/her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000)

annual aggregate, including self-insurance covering premises and operations, products/completed operations, contractual liability, and personal injury liability.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk Claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability coverage** for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with Commission clients, then insurance policy(ies) and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.

7.2 Pooled and/or Joint Powers Insurance Coverage. CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative and/or joint powers insurance authority with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.2.1 Certificate re Pooled/Joint Powers Insurance. A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled and/or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled and/or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled and/or joint powers insurance for the required coverage. The certificate shall verify that on behalf of Capistrano Unified School District, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled and/or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or the

County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled and/or joint powers insurance. Pooled and/or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

7.3 Insurance Policies through Independent Insurance Companies. CONTRACTOR may obtain and maintain insurance policy(ies) for the required coverage under this Agreement.

7.3.1 Evidence of Coverage. Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 21. Each policy shall meet the following requirements.

(a) Required Coverage Forms

(i) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(ii) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

(b) Required Endorsements. Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION, the County of Orange, and their elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

(c) Notice of Cancellation or Change of Coverage Endorsement: Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the COI; or ten (10) days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

(d) Separation Clause Endorsement: Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy)..

(e) Termination of Insurance. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his/her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(iii) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure "occurrence" rather than "claims made" coverage whenever possible. If coverage is written on a "claims made" basis, the COI shall clearly so state. In addition to coverage requirements above, the policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

7.3.2 Types of Insurance Policies/Coverages. If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence/aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.

(D) Personal Injury Liability.

(b) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with Commission clients, then insurance policy(ies) and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.

7.4 Change in Coverage. COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR or his/her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

7.5 Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

7.6 Maintain Records re Insurance Coverage. CONTRACTOR will maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

7.7 Withhold Payment for Lack of Required Coverage. COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

7.8 Remedies for Failure to Provide or Maintain Required Coverage, Insurance, or Endorsements. In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR (and any Subcontractor) to cease performance of the Services and/or withhold any payment(s) which become due to CONTRACTOR (or any Subcontractor) until CONTRACTOR (or any Subcontractor) demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's (or its Subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR (or any Subcontractor) may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's (or any Subcontractor) performance of work under this Agreement.

8. RESPONSIBILITIES OF CONTRACTOR

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement. COMMISSION's obligation to proceed with performance and the payment of each installment payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of the following conditions precedent ("Conditions"). These Conditions are solely for the benefit of COMMISSION and shall be fulfilled by CONTRACTOR (or waived by ADMINISTRATOR in his/her sole discretion in the Project Summary, Exhibit A.) CONTRACTOR may satisfy (and submit evidence of its satisfaction to ADMINISTRATOR) one or more of the Conditions at any time prior or subsequent to the Date of Agreement, so that at the time of the first payment (and any subsequent payments), CONTRACTOR shall have provided satisfactory evidence of compliance with each of the Conditions.

8.1.1 Evidence of CONTRACTOR Approval of Agreement. CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

8.1.2 Insurance. All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his/her Risk Management designee.

8.1.3 Other Conditions. CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

8.2 No Supplanting Government Funds. CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not invoice for payment from COMMISSION

for, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that in the performance of this Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement. CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 18 in its entirety with respect to COMMISSION's evaluation and contracts management system. CONTRACTOR is required to contact COMMISSION's designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management obligations. In the event that CONTRACTOR's existing equipment does not meet the necessary standards, CONTRACTOR is required to obtain all requisite hardware and software to ensure its compliance with Paragraph 18 of this Agreement.

8.4 Staffing Obligations for Services. COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and meet the outcomes set forth in these Exhibits. CONTRACTOR shall perform continuously throughout the term of this Agreement in conformity with this Agreement, including all Exhibits.

8.4.1 Staffing Conferences. At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged and/or given by COMMISSION and/or ADMINISTRATOR. A requested meeting shall occur at a time and place mutually agreeable between the parties.

8.4.2 Personnel Disclosure. If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, shall include each of the following:

(i) All full time staff positions and all part-time staff positions by name and title, including volunteer positions, who are assigned to, performing under, and/or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any employee and/or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

8.4.3 CONTRACTOR To Maintain Complete Records re Personnel.

CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment (or pre-volunteer) screening, such as information CONTRACTOR has conducted or caused to be conducted on each employee (or volunteer) a pre-employment/hiring background check and CONTRACTOR has taken all reasonable steps to assure all employees (and volunteers) assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees (or volunteers) except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Further, nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

8.5 Implementing Exhibits. As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but not be limited to, service plan(s), and/or business plan(s), and/or supplements to the Work Plan, each of which may clarify and/or further describe and define the Services required under this Agreement and date(s) required for performance of certain tasks which comprise the Services. As each implementing document is prepared by CONTRACTOR and submitted to, reviewed by, and approved by ADMINISTRATOR, it shall become and be deemed to be part of the Exhibits to and fully incorporated as a part of this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

9. GENERAL TERMS AND CONDITIONS

9.1 Compliance with Laws. CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes and regulations and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as changed or added after the Date of Agreement.

9.2 Familiarity with Work. By executing this Agreement and prior to performing or providing any Services, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall

immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

9.3 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, and persons providing and/or receiving Services, and to the work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages, to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages as may be caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION, when the inaccuracies are due to the negligence, action, or inaction of CONTRACTOR.

9.4 Severability. If a court of competent jurisdiction declares any provision of this Agreement or its application to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or its application shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

9.5 California Law. This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in the county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

9.6 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 Covenant Against Discrimination. In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in discrimination in employment of persons or provision of services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of Federal and State law. CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et. seq.*) as it relates to public accommodations.

9.9 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.10 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

9.11 Waiver of Jury Trial. Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

9.12 Use of Commission Name and Logo. Funded and partnering organizations are required to use the Commission's name and logo on all materials, promotional information and products that relate to Commission-funded program(s), unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

9.13 Time of Essence. Time is of the essence in the performance of this Agreement.

9.14 No Broker or Finders Fee. CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.15 No Use of Funds for Lobbying. CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of the State Commission, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment, or modification of any contract, loan, or cooperative agreement.

9.16 Constitutional Use of Funds. As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the Establishment Clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.17 Child Abuse Reporting. CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code

Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, consultant, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement (to the extent the person(s) are legally subject to the requirements), to sign a statement acknowledging these reporting requirements and to comply with the provisions of the code requirements to the extent required by applicable law.

9.18 CONTRACTOR Cooperation with Other COMMISSION Service Providers.

A goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve prenatal through age five children (and their families) with other services funded through COMMISSION.

9.19 Political Activity. CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights. If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. In particular and to the extent applicable, CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children, in particular children prenatal through age five receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption. In accordance with applicable laws and regulations CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) provide parents and authorized representatives on request the name of any adult associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR. To the extent required by applicable laws and regulations, CONTRACTOR shall document parent and authorized representative requests regarding criminal exemption and retain the documentation, jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative, in the child's file.

9.21 Suspension and Debarment. CONTRACTOR certifies that CONTRACTOR's officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.

10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR. CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

10.1 No Conflict. To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR entity in the negotiation, consideration and action on this Agreement

and CONTRACTOR's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.* or Government Code Section 1090, *et seq.*

10.1.1 CONTRACTOR agrees that no officer, employee, agent or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

10.1.2 Further, any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

10.2 No Bankruptcy. CONTRACTOR is not the subject of any current or threatened bankruptcy.

10.3 No Pending Legal Proceedings. CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

10.4 Application Veracity. All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

10.5 No Pending Investigation. CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including without limitation a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

10.6 Licenses, Permits, and Standards. CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. Further, CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to non discrimination, sexual harassment, and ethical behavior.

10.6.1 Failure to Obtain or Maintain Licenses. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

11. CONFIDENTIALITY. CONTRACTOR and COMMISSION shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol relating to privacy and confidentiality, as each now exists or may be

amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

11.1 CONTRACTOR Obligation

11.1.1 All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION or COMMISSION's designee shall be considered and kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and volunteers.

11.1.2 CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that they will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement to comply with any reporting and auditing requirements specified in this Agreement, and any other information required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

11.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

11.1.4 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision that any person knowingly and intentionally violating the provisions of federal, state or local confidentiality laws may be guilty of a crime and/or subject to civil action.

11.2 COMMISSION Obligation. COMMISSION shall maintain the confidentiality of patient or service recipient records made available pursuant to this Agreement in accordance with all provisions of the law, and regulations promulgated in implementation of these laws, relating to privacy and confidentiality, and the customary standards and practices of government third-party payors. CONTRACTOR acknowledges confidentiality may be limited by public records and freedom of information laws.

11.3 Authorized Data Sharing. The provisions of Subparagraphs 11.1.1, 11.1.2, 11.1.3 and 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION funded projects and/or as permitted by law.

12. INTERPRETATION OF CONTRACT REQUIREMENTS. If either party or the parties together identify a term or provision under this Agreement which is subject to interpretation or requires clarification or additional direction, the interpretation issue shall be identified in writing by either party and submitted to the other party, then CONTRACTOR's representative(s) and ADMINISTRATOR shall meet and seek to resolve the interpretation issue to the mutual satisfaction of the parties. In this regard, ADMINISTRATOR is vested with the right to issue interpretation(s) and waiver(s) and modification(s) to the terms and provisions of this Agreement so long as the interpretation(s) and waiver(s) and modification(s) does/do not substantively or materially amend or modify this Agreement. If the interpretation issue is not or cannot be disposed of within a reasonable period of time between CONTRACTOR's representative(s) and ADMINISTRATOR, or other staff designee, the matter may be brought to the attention of COMMISSION, as elected by the ADMINISTRATOR. If consensus cannot be reached through this application, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction. COMMISSION and CONTRACTOR agree that, in the event of an interpretation issue, they will continue without delay to carry out all their responsibilities under this Agreement that are not affected by the issue.

13. REPORTING REQUIREMENTS

13.1 Reports. Separate from any separate reports specified in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

13.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.

13.2.1 County Requirements. In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable Federal and State reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

13.2.2 Failure to Comply Breach. The failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d), or to comply with all federal and state employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from the County of Orange (or COMMISSION) shall constitute grounds for termination of this Agreement.

13.2.3 Use of Data Solely for Government Enforcement of Child Support Orders. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

13.2.4 Exemptions. Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Additionally, for agreements with non-profit organizations which have no owners, the Agreement will be exempt from the owner's personal information requirements.

14. AUDITS. CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

14.1 Fiscal Audit of Contract. CONTRACTOR shall employ an independent, licensed Certified Public Accountant ("CPA") who shall prepare and file with ADMINISTRATOR a "Fiscal Audit" of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

14.1.1 Multi-Year Funding. For multi-year funding agreements there shall be a Fiscal Audit completed for each year, and each annual Fiscal Audit shall become due sixty (60) days after the anniversary date of the Date of this Agreement, with the final Fiscal Audit due sixty (60) days from the end of the term of the Agreement or earlier date of termination of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree via email to extend the date by which each Fiscal Audit is due.

14.1.2 Retention Amount. Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

14.1.3 Scope of CPA Opinion for Fiscal Audit. CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and that the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions, if any, for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit. The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement. COMMISSION and ADMINISTRATOR and their authorized representatives, and the State Commission and any of its authorized representatives, reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR (and any Subcontractor) which any of them may determine to be pertinent to this Agreement for the purpose of financial monitoring or any audit conducted by an independent CPA concerning CONTRACTOR and its performance under this Agreement (including any Subcontractor.) Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

14.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR's corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR's books of accounts and records related and applicable to any costs of Services, client fees, charges, billings and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 14.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California, the State of California Children and Families Commission, an entity independent of the State of California, COMMISSION, an entity independent from the County of Orange, and any other entities as required by State statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all

necessary and reasonable expenses incurred by COMMISSION, or ADMINISTRATOR, or their designee(s) necessary to obtain, review, and audit CONTRACTOR's books and financial records.

14.5 Monitoring. COMMISSION, ADMINISTRATOR, and the State Commission and/or their representatives are authorized to conduct on-site monitoring at their discretion during reasonable times, including the option of unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees (and volunteers) and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR (or any Subcontractor) are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

14.6 Compliance with OMB Circular A-133. As applicable, CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. The audit must be performed in accordance with generally accepted government auditing standards and OMB Circular A-122; or, if CONTRACTOR is a for-profit organization, CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR, a compliance audit in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COMMISSION, state, or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

15. MAXIMUM PAYMENT OBLIGATION. The "Maximum Payment Obligation" of COMMISSION to CONTRACTOR under this Agreement shall be One Million Three Hundred Fifteen Thousand Nine Hundred Thirteen Dollars (\$1,315,913) or the actual reasonable cost incurred and paid for performance of the Services, whichever is less.

15.1 Multi-Year Contracts. For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

15.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the Early Learning Specialist, School Readiness Nurse, and School Readiness Services to be provided for the period July 1, 2014 through June 30, 2015 shall be \$425,100.

15.1.2 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the Early Learning Specialist, School Readiness Nurse, and School Readiness Services to be provided for the period July 1, 2015 through June 30, 2016 shall be \$425,100.

15.1.3 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the Early Learning Specialist, School Readiness Nurse, and School Readiness Services to be provided for the period July 1, 2016 through June 30, 2017 shall be \$425,100.

15.1.4 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for EDI services to be provided for the period July 1, 2014 through June 30, 2017 shall be \$40,613.

15.2 Initial Payment. ADMINISTRATOR may, in his/her sole discretion, make an initial payment to CONTRACTOR in an amount not to exceed 8.33% of COMMISSION's Maximum Payment Obligation described in Paragraph 15 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. ADMINISTRATOR may approve subsequent requests for initial payment(s) not to exceed twenty-five percent (25%) of any budget period, contingent upon CONTRACTOR having

repaid all prior initial payment amounts in any prior budget period. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his/her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

15.3 Provisional Payment. At ADMINISTRATOR's sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR's provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever is earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR; or, repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 16 below.

15.4 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR installment payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and provided however, ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly installment payments and exclusive of the initial payment and/or the provisional payment (if any), an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as more fully described above in Paragraph 14. The total of all installment payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

15.5 Indirect Cost Rate. Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to an annual increase or decrease of the indirect cost rate listed in Exhibit B (Budget) to this Agreement based on a review of the State of California Department of Education independently assigned indirect cost rate(s), provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

15.6 Facilities/Lease Costs. In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

15.7 Invoices. CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

15.7.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following: (1) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including without limitation the following: (a) original invoice(s), (b) original and/or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received) or bank statements, receipts, and receiving records, and (c) originals and/or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided however, for the first monthly or quarterly payment ADMINISTRATOR in his/her sole discretion may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and (2) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

15.7.2 CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

15.7.3 COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly installment payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with reporting obligations of Paragraph 18, approximately thirty (30) days after receipt of the invoice.

15.8 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR's sole discretion; in place of an amount equal to ten percent (10%) of each monthly or quarterly invoice attributable and allocable to Services withheld pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14; CONTRACTOR's entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount.

15.9 Final Invoice/Settlement. With the exception of the Retention Amount payment which may occur after the following date, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination under this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

15.10 Source of COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall

be modified and/or amended to conform to the changes, if any, to the Act, as elected by COMMISSION. If COMMISSION is not allocated and/or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, if any, in funding allocations or changes, if any, to the Act, as elected by COMMISSION.

15.11 Leveraging Funds. For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California and/or federal funds including, but not limited to certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) where COMMISSION funds may be properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and/or TCM claimable activities and that state and/or federal funds received as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR's COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Orange Health Care Agency (County) and comply with all County contracting requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds.

15.12 PROGRAM FEES

15.12.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children 0-5 and their families (program participants) for any service(s) provided under this Agreement.

15.12.2 CONTRACTOR shall not charge fees to COMMISSION's program participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

15.12.3 CONTRACTOR shall advise each COMMISSION program participant that fees may be charged and shall notify the program participant of any such fees prior to rendering services.

15.12.4 CONTRACTOR shall advise each COMMISSION program participant that all fees will be waived if the participant indicates an inability to pay and CONTRACTOR shall waive all fees if the program participant is unable to pay.

15.12.5 CONTRACTOR shall not deny services to any COMMISSION program participant for any reason, including program participant's inability to pay for services.

15.12.6 A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

15.12.7 All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

16. OVERPAYMENTS. Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. In this regard, CONTRACTOR shall make repayment on any overpayment within thirty (30) days after the date COMMISSION or ADMINISTRATOR requests the repayment in writing. CONTRACTOR agrees to pay all fees and

costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

16.1 Offset Permitted. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

16.2 Offset Permitted under Subsequent Renewal or Other Pending Contract. COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and/or comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to a prior funding contract to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

17. RECORDS

17.1 Maintain Complete Books and Records. CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants (as approved by ADMINISTRATOR) shall have full and free access to all books and records of CONTRACTOR (and any Subcontractor), pertinent to this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

17.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

17.2 Separation of Accounts. All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation and expenditure of all COMMISSION funds.

17.3 Form of Records. CONTRACTOR may retain records in any reasonable and customary format and/or form as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and preapproved between the parties:

- (a) original hard copies;
- (b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;
- (c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or
- (d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

17.4 Release of Records. The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports and other materials prepared by CONTRACTOR in the performance under this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose to any other private entity or person any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR. Further, COMMISSION and CONTRACTOR acknowledge and agree that the nature of the Services performed by CONTRACTOR under this Agreement is subject to specific statutory requirements of the Act. The parties agree to fully comply with applicable laws and regulations.

17.5 Ownership of Records. Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors and agents in the performance of this Agreement, are shall be and remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use, but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor, if any, to assign to COMMISSION any documents or materials prepared by it, and in the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

17.6 Inspection and Access to Records. ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and/or First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make

available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

18. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM. CONTRACTOR acknowledges and agrees the Services funded by COMMISSION through this Agreement are part of a larger Strategic Plan which has as its primary focus and objective to ensure the overall physical, social, emotional, and intellectual health of children from the prenatal stage through age five. CONTRACTOR acknowledges that COMMISSION has retained the services of a qualified information technology contractor to create, operate, and maintain an evaluation and contracts management system relating to the programs and services provided by each and all of COMMISSION's funding recipients/service providers in order to gather and analyze data and create a reporting and outcomes system about all COMMISSION activities, programs and services provided by and through COMMISSION to the target population of prenatal through age five children in Orange County.

18.1 Evaluation and Contracts Management System. COMMISSION projects and all services funded by COMMISSION, including the Services under this Agreement, will collectively track service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. The process by which data is gathered and shared shall be through COMMISSION's internet-based evaluation and contracts management system. COMMISSION's designated contractor/consultant for the evaluation and contracts management system acts as an Application Service Provider ("ASP") on behalf of COMMISSION and its contractors/funding recipients, including CONTRACTOR, with respect to all Services-related data (and all other COMMISSION funded projects.) Through this separate contract, COMMISSION's designated contractor/consultant for its evaluation and contract management system has created and operates, and will continue to operate and maintain, the evaluation and contracts management system relating to all COMMISSION projects.

18.1.1 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there may be individual client shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contracts management system using confidentiality and consent protocols approved by COMMISSION. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system (or other information technology contractors); it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contracts management system (or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion) for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contracts management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

18.1.2 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there shall be project level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contracts management system's Administrative Management Module ("AMM"), and in some instances also through the evaluation and contracts management system Client Level Data Module ("CLDM"), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system (or other information technology contractor(s)); and provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system, utilize the AMM, , and if applicable to the Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION's funding recipients.

18.2 Confidentiality. Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable Federal and State laws; provided however, any applicable exception set forth in applicable Federal or State laws which permits disclosure by CONTRACTOR to COMMISSION (through ADMINISTRATOR) of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system. COMMISSION advises CONTRACTOR that by the separate agreement between COMMISSION's designated contractor/consultant for its evaluation and contract management system and COMMISSION, COMMISSION's designated contractor/consultant for its evaluation and contract management system is required to, and shall, maintain the confidentiality of all evaluation and contracts management system data in accordance with all applicable California and Federal codes and regulations relating to confidentiality, privacy, and/or security standards of patient records and other health care information, as they now exist or may be enacted or be amended after the Date of Agreement.

19. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS. To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all these inventions (whether or not patentable), works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish this ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect

in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

20. COPYRIGHT ACCESS. COMMISSION, the County of Orange, and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use now and continuing, all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

21. NOTICES

21.1 Method and Form of Notice. Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

COMMISSION: **Children and Families Commission of Orange County**
Contracts Manager
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

CONTRACTOR: See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. Any notices addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

21.2 Advisory Notices Required. Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

22. RIGHTS OF TERMINATION

22.1 Termination Without Cause by Either Party Prior to Expiration of Term. This Subparagraph 22.1 shall govern termination of this Agreement by either party without cause. Termination for cause shall be governed by Subparagraph 22.2 and the default provisions of this Agreement.

22.1.1 COMMISSION and CONTRACTOR each reserve the right to terminate this Agreement at any time, without cause, upon fifteen (15) days' written notice to the other party. Upon receipt of a notice of termination without cause, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved and delineated by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services, if any, rendered prior to receipt of the notice of termination and for the part of the Services, if any, authorized by ADMINISTRATOR after the

notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

22.2 Termination for Cause Due to Default of CONTRACTOR. COMMISSION reserves the express right to terminate this Agreement for cause due to the default (as defined in Paragraph 23) by CONTRACTOR in its performance obligations under this Agreement. COMMISSION may in any notice of default advise CONTRACTOR it also intends to terminate the Agreement for cause. The notice of default from COMMISSION shall advise CONTRACTOR if COMMISSION intends to elect to terminate the Agreement and in this event CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever is earlier. In the event of termination, COMMISSION may, but is not required, to take over the work and prosecute the same to completion by contract or otherwise. Also, in the event of termination for cause, CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement (provided that COMMISSION shall use reasonable efforts to mitigate damages), and COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

23. DEFAULT

23.1 Default by CONTRACTOR. Failure by CONTRACTOR to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default ADMINISTRATOR, in his/her sole discretion, may avail on behalf of COMMISSION (or COMMISSION may avail itself) of any remedies available at law, in equity, or otherwise specified in this Agreement (including immediate termination for cause as set forth above in Subparagraph 22.2 above) and may elect any of the following:

23.1.1 Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed; and/or

23.1.2 Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery; and/or

23.1.3 Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and/or

23.1.4 Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

24. REVERSION OF ASSETS

24.1 Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

24.2 Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the

property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-commission funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

24.2.1 In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

24.2.2 In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

25. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS, COMMISSION and CONTRACTOR have executed this Agreement in the County of Orange, State of California.

COMMISSION

**CHILDREN AND FAMILIES
COMMISSION OF ORANGE COUNTY,**
a public body and legal public entity

Dated: _____

By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

By: _____
Susan Novak
Clerk of the Commission

Dated: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: _____
James M. Donich, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

CONTRACTOR

CAPISTRANO UNIFIED SCHOOL DISTRICT, a
California public school district, organized and
existing under the laws of the State of California

Dated: _____

By: _____
Kirsten M. Vital, Superintendent

EXHIBIT A
PROJECT SUMMARY

Capistrano Unified School District
Agreement # FCI-SD2-04
School District Services
Term: July 1, 2014 – June 30, 2017

1. FUNDING RECIPIENT

Capistrano Unified School District
a California Public School District
33122 Valle Road
San Juan Capistrano, CA 92675

Contact: Debra R. Keeler, Ed.D., Director IV, Early Childhood Programs, 949-234-5347, drkeeler@capousd.org

Work Plan and Data Entry Contact: Carole Browne, Early Learning Specialist, Supervisor IV, Early Childhood Programs, 949-234-9219, cbrowne@capousd.org,

Mary Cope, School Readiness Nurse, 949-234-9355, mscope@capousd.org,

Nancy Harman, School Readiness Nurse, 949-234-9351, nmharman@capousd.org

Invoices/Documentation Contact: Afrina Afshar, Account Technician II, 949-234-9217, afafshar@capousd.org

Designated Level of Data Reporting: **AMM and CLDM**

Signatories: Joseph M. Farley, Ed.D., Superintendent, 949-234-9203, jfarley@capousd.org

2. BACKGROUND

The Commission has invested in school readiness since 2000 to provide early care and education opportunities to meet critically important early childhood development needs and maximize potential and success in school; and, since 2004 the Commission has invested in the School Nurse Initiative to provide direct nursing care to ensure healthy and safe school environments, and promote community involvement in children's health services for all Orange County's children through age five (5).

3. PURPOSE AND SCOPE OF WORK

CONTRACTOR shall provide component Services described in Exhibit A to achieve the outcomes described in the Work Plan, Exhibit A-1, within the funding limitations of the Project Budget, Exhibit B, and the staffing described in Attachment 1 to Exhibit B. In each component, CONTRACTOR shall:

3.1 EARLY LEARNING SPECIALIST

3.1.1 Provide services through a 2.0 Full Time Equivalent (FTE) Early Learning Specialist (ELS) as described in Attachment 1 to Exhibit B (the Staffing Table) to this Agreement. The Parties agree that for purposes of this Agreement, each FTE position equals a minimum of sixteen hundred eighty (1,680) hours per year.

3.1.2 Identify the needs of families in their communities, work with other Early Learning Specialists throughout the county to identify priority needs of families, and develop strategies to help children enter school ready to learn.

3.1.3 Build relationships to ensure communication with outside agencies providing early care and education, early intervention, health, and family support services to children 0 – 5; with parents of children 0 – 5 not yet participating in the local school district’s activities; and with district early primary teaching staff.

3.1.4 Act as an advocate within the school district to promote the importance and benefits of early learning for children’s school success, including ensuring District administrators understand the COMMISSION’S Early Learning goals and progress.

3.1.5 Develop and implement a Sustainability Plan for Early Learning within the school district. As part of plan implementation, seek to draw or channel additional funds for early learning programs from all available revenue sources including but not limited local, state and federal funding (e.g., Local Control Funding Formula, grants, foundations, fee for service, and other state or federal funds distributed to school districts).

3.1.6 As part of the Sustainability Plan, develop a written transition strategy for maintaining services in preparation for Fiscal Year 2017-18. For school districts receiving one-time extra allocation, include a strategy for maintaining services after the conclusion of COMMISSION’S additional funding.

3.1.7 Implement evidence-based early math/ Science, Technology, Engineering and Math (STEM), and literacy-related programs or activities in the District’s early learning programming.

3.1.8 Participate in professional development opportunities including the areas of early math and STEM.

3.1.9 Implement early intervention services to address speech and language delays prior to school entry, for example, training parents on Building Blocks of Communication and informing them of related resources including online support.

3.1.10 As resources are available within the local community, provide support for drop-in, family-focused early learning programs (e.g., Learning Link).

3.1.11 Provide school readiness information and materials to parents and early education providers through workshops, trainings, and paper or electronic distributions.

3.1.12 Ensure that children with special needs are able to participate in district and community school readiness and early learning programs.

3.1.13 Create and implement a plan to capture preschool student data into District’s student data collection system; and maintain a protocol for transferring relevant student health and development information between the early care setting and the public school kindergarten teachers.

3.1.14 Participate in topical forums as needed for the purpose of receiving technical assistance, the exchange of information related to best practices, and development of referral resources for future project planning and improvements.

3.1.15 Strengthen planning linkages, communication, learning and referrals among COMMISSION funded programs, community agencies, and county-wide networks.

3.1.16 Coordinate outreach efforts to educate the community regarding best practices for early care, early childhood development issues, available programs and services, district readiness expectations, and Kindergarten Content Standards.

3.1.17 Promote collaboration among and between the kindergarten through grade 12 educational systems and the early care and education community for the purpose of increasing awareness of district expectations, developing a common mechanism for measurement, and supporting the development of optimum transitions from one provider system to the other.

3.1.18 Participate in the Early Development Index (EDI) at one of the following levels:

3.1.18.1 Planning for implementation of future EDI cycles.

3.1.18.2 Implementing EDI throughout the District.

3.1.18.3 Incorporating previously collected EDI data and maps into both local and district planning efforts, including plans for continued implementation of EDI.

3.2 DISTRICT SCHOOL READINESS NURSE

3.2.1 Recruit and/or maintain 2.0 Full Time Equivalent (FTE) District School Readiness Nurse positions as identified in Attachment 1 to Exhibit B to this Agreement. The purpose of the District School Readiness Nurses is to expand access to health care for children through age 5 served within district boundaries including special populations, local early care and education providers and children transitioning to religious and private schools. The District School Readiness Nurse shall be knowledgeable in the areas of prevention, early identification and treatment of health problems, disease and disorders; and promoting lifelong health and health practices in children through age 5 and their families within the district boundaries.

3.2.2 Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.

3.2.3 Use additional funds allocated to each CONTRACTOR for the administrative costs that may be associated with implementing the project, as identified on Exhibit B of this Agreement.

3.2.4 District School Readiness Nurses shall:

3.2.4.1 Regularly assess the needs of families in their communities, meet and work with their district's School Readiness Coordinator and the District Coordinating Nurse on a regular basis; consult with other School Readiness Nurses in local elementary school districts; consult with American Academy of Pediatrics and Public Health Nurses, and offer services to religious and private preschools to identify priority needs of families; and develop strategies to help children enter school healthy and ready to learn.

3.2.4.2 Build relationships to ensure communication with: outside agencies providing health care and early care and education to young children; with parents of young children who have yet to participate in their local school districts, as well as with district early primary teaching staff and relevant project staff.

3.2.4.3 Work within CONTRACTOR's protocols for the implementation of the project.

3.2.4.4 Regularly communicate and document the School Readiness Nurse Expansion project's goals and progress, and participate in training opportunities provided through this Agreement.

3.2.4.5 Participate in monthly business meetings for the School Readiness Nurse Expansion Project scheduled by CONTRACTOR for the purpose of program planning, technical assistance, sharing of best practices, development of referral resources and identification of resource needs and gaps for future project planning and improvements and implementation of strategies identified in this Agreement.

3.2.4.6 Fulfill activities and submit deliverables by the timeline established by COMMISSION, CONTRACTOR, ADMINISTRATOR and CONTRACTOR'S Superintendent.

3.2.4.7 Prior to the 10th of each month, enter the previous month's project milestone progress into COMMISSION's data reporting and collection system, report in AMM and CDOM levels, and utilize the system to report monthly.

3.2.4.8 Complete additional tasks as identified on Exhibit A-1 to this Agreement.

3.2.5 The Parties agree that a minimum of ninety percent (90%) of CONTRACTOR's Maximum Allocation for School Nurse services as described in Attachment 8A to Agenda Item 1 approved at the May 4, 2011 COMMISSION hearing shall be used exclusively for salary and benefits.

4. ATTACHMENTS TO EXHIBIT B

- 4.1** Staffing
- 4.2** Direct Project Expenses
- 4.3** Subcontractors List

5. WAIVERS/AMENDMENTS TO AGREEMENT

None.

6. INVOICING/PAYMENT ELECTIONS

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

6.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

6.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is monthly.

6.3 Retention Timing. The Parties agree an amount equal to ten percent (10%) of each monthly invoice attributable and allocable to Services (“Retention Amount”) as described in Paragraph 15.8 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14 of this Agreement.

EXHIBIT A-1
Early Learning Specialist
Work Plan Template FCI-SD2-04

Date of Draft: 3/22/2014
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/25/2014
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/17/2014

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Capistrano Unified School District	Early Learning	Carole Browne	949-234-9219 CBrowne@capousd.org	FCI-SD2-04

Project Abstract (a short description of the project):

Provide early care and education opportunities to meet critically important childhood development needs and maximize potential and success in school.

General Instructions

- Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.
- New Clients: All clients are new starting July 1, 2014.
- *Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers. All clients are new starting July 1, 2014; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.
- Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
SF.4 Families have resources to support the management and treatment their child's behavioral health needs	Behavioral Health Services	SF.4.1 Reduce gap between children referred for behavioral health conditions and those getting services.	SF.4.1.2 Providers are educated to increase awareness and identification of behavioral health issues for children 0-5	Provider	25 unduplicated providers	7/1/14	6/30/15	Providers: Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Total # of provider trainings on child behavioral health issues Notes: Describe services provided

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Goal 3. EARLY LEARNING

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
EL.1 Children have the developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.a Parents participate in a program designed to increase the frequency of reading at home	Parent	200 unduplicated parents	7/1/14	6/30/15	Parents: # of parents new in first month of service, repeat in subsequent months of service. Services: Total number of parent contacts (total # of parents multiplied by the number of reading sessions each attended) Notes: Describe services provided
EL.1 Children have the developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.b Children participate in a program designed to increase the frequency of reading at home	Children 0-5	300 unduplicated children	7/1/14	6/30/15	Children: # of children new in first month of service, repeat in subsequent months of service. Services: Total number of child contacts (total # of children multiplied by the number of reading sessions each attended) Notes: Describe services provided
EL.1 Children have the developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.1 Books distributed to children	Books	3,000 books	7/1/14	6/30/15	Services: # of books distributed in month reporting Notes: Brief description of distribution
EL.1 Children have the developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.2 Collect new and used books for distribution	Books	3,000 books	7/1/14	6/30/15	Services: # of books collected in month reporting Notes: Describe where drive held and how many books collected. Brief description of planning and/or implementation events throughout the year

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Early Learning Specialist
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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
EL.1 Children have the developmental skills* to be proficient learners in school*early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Math proficiency	EL.1.4 80% of typically developing children are effective learners in numeracy.	EL.1.4.1 Children participating in early math/STEM programs	Children 0-5	300 unduplicated children	7/1/14	6/30/15	Children: # of children new in first month of service, repeat in subsequent months of service. Services: Total number of child contacts (total # of children multiplied by the number of math sessions each attended) Notes: Describe services provided Lesson plans with preschool classrooms, Learning Link
EL.1 Children have the developmental skills* to be proficient learners in school*early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Special needs children in early care and education programs*	EL.1.6 Increase the number of children with special needs* who are participating in inclusive early care and education programs.	EL.1.6.3a Parents receive speech and language services	Parents	60 unduplicated parents	7/1/14	6/30/15	Parents: # of parents new in first month of service, repeat in subsequent months of service. Services: Total number of parent contacts (total # of parents multiplied by the number of speech and language sessions each attended) Notes: Describe services provided, including Building Blocks of Communication
EL.1 Children have the developmental skills* to be proficient learners in school*early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Program Quality	EL.1.7 Increase the number and percentage of early care and education programs that meet nationally recognized quality standards (P)	EL.1.7.1 Providers will conduct classroom assessments using an established tool such as ECERS or ELLCO, CLASS, and	Provider	40 unduplicated providers	7/1/14	6/30/15	Providers: # of providers who received this service this month (always new, never repeat) Notes: Describe tools used and where.

Exhibit A-1
Page 3 of 8

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
			develop improvement plans, when needed, to improve the quality of existing district and/or community ECE programs					
1 Children have the developmental skills* to be proficient learners in school Early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Early Care and Education Availability	EL 1.8 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school (P)	EL.1.8.5a Parents participate in a drop-in, family-focused early learning program (i.e., Learning Link)	Parents	800 unduplicated parents	7/1/14	6/30/15	Parents: # of parents new in first month of service, repeat in subsequent months of service. Services: Total number of parent contacts (total # of parents multiplied by the number of family-focused early learning sessions each attended) Notes: Describe services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.1 Children have the developmental skills* to be proficient learners in school *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Early Care and Education Availability	EL 1.8 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school (P)	EL.1.8.5b Children participate in a drop-in, family-focused early learning program (i.e., Learning Link)	Children 0-5	600 unduplicated children	7/1/14	6/30/15	Children: # of children new in first month of service, repeat in subsequent months of service. Services: Total number of child contacts (total # of children multiplied by the number of family-focused early learning sessions each attended) Notes: Describe services provided. In first entry, please describe staffing,

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
								hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.2 Schools are ready for children when they enter kindergarten	Transition planning	EL.2.1 All schools in Orange County are prepared for incoming Kindergarteners	EL.2.1.3 Children visit Kindergarten classrooms prior to start of school year	Children 0-5	900 unduplicated children	7/1/14	6/30/15	Children: # of children visiting classrooms (always new) Notes: Brief description of planning and/or implementation events throughout the year
2 Schools are ready for children when / enter kindergarten	Transition of records to elementary schools	EL.2.3 100% of children's records are transferred from early care programs to elementary schools (C)	EL.2.3.1 Children's health and development records are transferred to their elementary school prior to entering kindergarten	Children 0-5	300 unduplicated children	7/1/14	6/30/15	Children: # of children whose records were transferred (always new) Notes: Brief description of planning and/or implementation events throughout the year
2 Schools are ready for children when y enter kindergarten	Transition of records to elementary schools	EL.2.4 100% of children are entered into the district data system (C)	EL.2.4.1 Children's records are entered into the computerized district system prior to entering kindergarten	Activities	1 unduplicated activity	7/1/14	6/30/15	Services: # of activities conducted to transfer student records Notes: Brief description Brief description of planning and/or implementation events throughout the year

EXHIBIT A-1
Early Learning Specialist
Work Plan Template FCI-SD2-04

Date of Draft: 3/22/2014
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/25/2014
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/17/2014

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
EL.2 Schools are ready for children when they enter kindergarten	Schools participating in the EDI	EL.2.5 Increase the number of districts that participate in administration of the Early Development Instrument (EDI) to assess children's development at Kindergarten entry	EL.2.6.1 Participate in EDI at one of the following levels: planning for future implementation; implementing EDI; or incorporating EDI data in planning efforts.	Schools	20 schools	7/1/14	6/30/15	Services: # of schools that participated in EDI pertaining to EDI participation Notes: Brief description of activities. Brief description of planning and/or implementation events throughout the year
3 Parents have the supports that tribute to children's readiness for school success	Parent knowledge of school readiness	EL.3.1 Increase parents' knowledge and involvement in preparing children for school.	EL.3.1.1 Parents receive tools, resources, information and/or training needed to transition their child to school	Parent	1,000 unduplicated parents	7/1/14	6/30/15	Parents: # of parents new in first month of service, repeat in subsequent months of service. Services: Total # of services provided (total # of parents multiplied by the number tools, resources or information provided each received during the month reported) Notes: Brief description of services provided.

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.1 Increase sustainability	Fund development	CB.1.1 Increase funds	CB.1.1.1 Dollar amount raised	Dollars	\$100,000	7/1/14	6/30/15	Dollars: \$'s received in month reported Notes: Describe fund development efforts. Include brief description of

Exhibit A-1
Page 6 of 8

EXHIBIT A-1
Early Learning Specialist
Work Plan Template FCI-SD2-04

Date of Draft: 3/22/2014
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/25/2014
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/17/2014

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
								funding source(s) and how \$'s are allocated to the program. Includes donations, district contributions to the program, grant awards and corporate giving.
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1 Developing partnerships, coordinating and collaborating with other agencies to improve service delivery (Describe activities in notes)	Collaborations	10 collaborations	7/1/14	6/30/15	Services: # collaborations developed / # meetings attended. Count collaborations/partnerships only once but report on progress throughout the year. Do not include district committees and/or meetings Notes: Brief description of collaborations and partnerships.
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB 2.3.5 Program staff will report the number of client intake records entered	Children 0-5	50 unduplicated children	7/1/14	6/30/15	Children: Children 0-5 (new only)
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB 2.3.6 Program staff will report the number of client exit records entered for month	Children 0-5	40 unduplicated children	7/1/14	6/30/15	Children: Children 0-5 (new only)

Exhibit A-1
Page 7 of 8

EXHIBIT A-1
Early Learning Specialist
Work Plan Template FCI-SD2-04

Date of Draft: 3/22/2014
Commission Lead: Cinda Muckenthaler
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/25/2014
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/17/2014

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
			reported					
CB.2 Increase access and efficiency, quality and effectiveness	Service planning and access points	CB.2.4 Conduct service planning activities that improve access and service sustainability	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and services, and long-term sustainability strategies	Program	1 plan	7/1/14	6/30/15	Services: # of plans completed Notes: Describe monthly efforts to achieve goal. When plan completed describe result.
CB.2 Increase access and efficiency, quality and effectiveness	Professional training and development	CB.2.7 Provide training and administrative support to funded programs to ensure quality and results	CB.2.7.3 Provide trainings to build the capacity of the agency to increase quality services (including STEM related activities)	Provider	40 unduplicated providers	7/1/14	6/30/15	Providers: Providers are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: # of trainings Notes: Describe trainings provided and topics of trainings

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD2-04

Date of Draft: 4/11/14
Commission Lead: Dian Milton
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Capistrano Unified School District	School Nurse Program	Mary Cope, R.N.	949-489-7278 mscope@capousd.org	FCI-SD2-04

Project Abstract (a short description of the project):

Expand access to health care for children prenatal through age 5 served within district boundaries including special populations, such as teen moms with children prenatal through age 5; homeless families with children prenatal through age 5; local early care and education providers; and children transitioning to all elementary schools, including private religious and private schools.

General Instructions

Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.

New Clients: All clients are new starting July 1, 2014.

Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers. All clients are new starting July 1, 2014; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.

Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool	HC 2.2.1 Children receive developmental screening using evidence-based screening tools (i.e., PEDS, ASQ, ASQ-SE, MCHAT).	Children 0-5	350 unduplicated children	7/1/14	6/30/15	Children: Children are "new" to this service in month where first receiving this screening and repeat in subsequent months if rescreened. Services: Total # of screenings provided during the month.

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD2-04

Date of Draft: 4/11/14
Commission Lead: Dian Milton
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)						Notes: Brief description of screenings provided and number of children referred for follow-up assessments based on screening results
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for	HC.2.2.3 Children receive vision screening using evidence-based tools (i.e., LEA, SureSight, PlusOptix12, etc)	Children 0-5	400 unduplicated children	7/1/14	6/30/15	Children: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of vision screenings provided during the month. Notes: Brief description of services provided and number of children referred for follow-

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD2-04

Date of Draft: 4/11/14
Commission Lead: Dian Milton
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Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)						up assessment
.2 Children receive early screening I, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including	HC.2.2.4 Children receive hearing screening using evidence-based tools (i.e., OEA, Audiometry, Pure Tones, Tympanometry, etc)	Children 0-5	400 unduplicated children	7/1/14	6/30/15	Children: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of hearing screenings provided during the month. Notes: Brief description of services provided and number of children referred for follow-up assessment

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD2-04

Date of Draft: 4/11/14
Commission Lead: Dian Milton
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Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)						
2 Children receive early screening , when necessary, assessment for elopmental, behavioral, emotional, social conditions, and referral and age to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing,	HC.2.2.5 Children receive body composition and stature screening (height, weight, BMI)	Children 0-5	400 unduplicated children	7/1/14	6/30/15	<p>Children: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p>Services: Total # of body composition screenings provided during the month.</p> <p>Notes: Brief description of services provided and number of children referred for follow-up assessment.</p> <p>Note: Rescreen children with BMI >95% prior to the end of the school year to track changes in BMI</p>

EXHIBIT A-1
School Nurse Program
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Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)						
2 Children receive early screening , when necessary, assessment for elopmental, behavioral, emotional, social conditions, and referral and age to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial	HC.2.2.6 Children receive health status screening (i.e., asthma, allergies, etc.)	Children 0-5	380 unduplicated children	7/1/14	6/30/15	Children: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of body composition screenings provided during the month. Notes: Brief description of services provided

Exhibit A-1
Page 5 of 12

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD2-04

Date of Draft: 4/11/14
Commission Lead: Dian Milton
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		issues, and other special needs, and receive appropriate services. (C)						
2 Children receive early screening , when necessary, assessment for elopmental, behavioral, emotional, social conditions, and referral and age to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial	HC.2.2.8 Children receive comprehensive screening (Includes: vision, hearing, height, weight, health, dental and developmental milestones)	Children 0-5	300 unduplicated children	7/1/14	6/30/15	Children: # of children who by the end of the month had received all the listed screens. No repeat clients in this service (all new).

EXHIBIT A-1
School Nurse Program
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Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		issues, and other special needs, and receive appropriate services. (C)						
2 Children receive early screening , when necessary, assessment for elopmental, behavioral, emotional, social conditions, and referral and age to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special	HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns	Parent	100 unduplicated parents	7/1/14	6/30/15	Parents: Parents are "new" to this service in the month where they first receive a referral and are repeat in subsequent months for referrals for new health concerns. Do not recount a client if you are re-referring for the same health concern. Services: Total # of referrals provided Notes: Brief description of referrals provided

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD2-04

Date of Draft: 4/11/14
Commission Lead: Dian Milton
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		needs, and receive appropriate services. (C)						
.2 Children receive early screening I, when necessary, assessment for elopmental, behavioral, emotional, I social conditions, and referral and age to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and	HC.2.2.10b Parents are linked to referred services for their child's health and developmental concerns	Parent	75 unduplicated parents	7/1/14	6/30/15	Parents: # of parents linked to referred services. Services: Total # of linked referrals. Notes: Brief description.

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD2-04

Date of Draft: 4/11/14
Commission Lead: Dian Milton
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		receive appropriate services. (C)						
HC.3 Children have and use a regular place for medical and dental care	Health Insurance	HC.3.1 Increase to 100% the number of children with health coverage. (H)	HC.3.1.1 Children are linked with health insurance enrollment	Children 0-5	5 unduplicated children	7/1/14	6/30/15	Children: # of target children 0-5 linked to referred services (as a result of this program's efforts). Always new (no repeats). Notes: Brief description.
3 Children have and use a regular place for medical and dental care	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home. (C)	HC.3.2.1 Children are linked to a health care home	Children 0-5	5 unduplicated children	7/1/14	6/30/15	Children: # of children linked to a health home (as a result of this program's efforts). Always new. Notes: Brief description. Please include information on referrals to Affordable Care Act (ACA) and/or PMD.
HC.3 Children have and use a regular place for medical and dental care	Oral Health	HC.3.4 Reduce dental cavities so that the proportion of young children with one or more cavities is no more than 9%. (C)	HC.3.4.2 Children receive a dental screening, including visual inspection and/or assessment by professional dental resource	Children 0-5	350 unduplicated children	7/1/14	6/30/15	Children: Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. Services: Total # of dental screenings provided during the month. Notes: Brief description of services provided

Exhibit A-1
Page 9 of 12

EXHIBIT A-1
School Nurse Program
Work Plan Template FC1-SD2-04

Date of Draft: 4/11/14
Commission Lead: Dian Milton
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Goal 1. HEALTHY CHILDREN

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.4 Children grow up healthy	Immunization	HC.4.3 Increase age appropriate immunization levels to at least 95% (C)	HC.4.3.1 Children screened for up to date immunizations	Children 0-5	400 unduplicated children	7/1/14	6/30/15	Children: # children 0-5 screened for immunizations (first time and repeat). Services: # of immunization screenings Notes: Brief description of immunization screenings including completion of State Immunization Report

Goal 2. STRONG FAMILIES

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
2 Children are safe and well cared for.	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.3 Office visits to improve knowledge of healthy child development Program notes: One-on-one sessions where SRN provides parents specific verbal/written instruction or plans on their	Parent	356 unduplicated parents	7/1/14	6/30/15	Parents: Parents are "new" to this service in month where first receiving this service and repeat in subsequent months or for multiple issues until the service ends for fiscal year. Services: # of office visits Notes: Brief description.

EXHIBIT A-1
School Nurse Program
Work Plan Template FCI-SD2-04

Date of Draft: 4/11/14
Commission Lead: Dian Milton
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
			child's health and/or development.					
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.4a Parents participate in parenting education classes on healthy child development	Parent	15 unduplicated parents	7/1/14	6/30/15	Parents: Parents are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: # of parent education classes Notes: Describe topic of each classes provided
2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.5 Children receive health education classes	Children 0-5	12 unduplicated children	7/1/14	6/30/15	Children: Children are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: Count the # of health education classes (include classes on Nutrition and Physical Activity here). Notes: Describe classes
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.7 Providers receive consultations to improve provider knowledge of healthy child development	Providers	10 unduplicated providers	7/1/14	6/30/15	Providers: Providers are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. Services: # of provider consultations Notes: Brief description.

EXHIBIT A-1
School Nurse Program
Work Plan Template FC1-SD2-04

Date of Draft: 4/11/14
Commission Lead: Dian Milton
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/14

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.4 Children with special needs served	Children 0-5	33 unduplicated children	7/1/14	6/30/15	Children: # of children new in first month of service. No repeat. Notes: Document the types of special needs encountered.
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.5 Program staff will report the number of client intake records entered	Children 0-5	40 unduplicated children	7/1/14	6/30/15	Children: Children 0-5 (new only)
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.6 Program staff will report the number of client exit records entered	Children 0-5	40 unduplicated children	7/1/14	6/30/15	Children: Children 0-5 (new only)

EXHIBIT B
PROJECT BUDGET

Capistrano Unified School District	Funds Due 7/1/14 – 6/30/15	Funds Due 7/1/15 – 6/30/16	Funds Due 7/1/16 – 6/30/17
Staffing	\$385,401.96	\$385,401.96	\$385,401.96
Direct Project Expenses	\$559.20	\$559.20	\$559.20
Capital Equipment	\$0	\$0	\$0
Subcontracts	\$18,564.00	\$18,564.00	\$18,564.00
Indirect/Administrative	\$20,574.84	\$20,574.84	\$20,574.84
TOTAL FUNDS DUE	\$425,100.00	\$425,100.00	\$425,100.00

Early Developmental Index	Funds Due 7/1/14 - 6/30/17
EDI Expenses*	\$40,613

* EDI budget may be expended at any time over the three year term in any incremental amounts subject to approval in writing by ADMINISTRATOR.

MAXIMUM PAYMENT OBLIGATION: \$1,315,913

Attachment 1 to Exhibit B

STAFFING TABLE

	7/1/14 - 6/30/15 FTE Salary & Benefits	7/1/15 - 6/30/16 FTE Salary & Benefits	7/1/16 - 6/30/17 FTE Salary & Benefits
Position Title: Early Learning Specialist (Supervisor IV)-ELS	.25 FTE \$23,484.59	.25 FTE \$23,484.59	.25 FTE \$23,484.59

Minimum Qualifications: Education equivalent to the completion of a Bachelor's Degree or higher in Child Development or a closely related field. License and experience requirements are a valid CA Children's Center Director's Permit and a valid CA Driver's License.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

Position Title: Preschool Resource Teacher-ELS and Additional \$	2.0 FTE \$129,270.53	2.0 FTE \$129,270.53	2.0 FTE \$129,270.53
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Minimum Qualifications: Experience and education as required for the CA Child Development Teacher Permit; pass a District proficiency test in English usage, language arts and math or have passed CBEST, or completed two years of college.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

Position Title: Nurse (District-wide Nurse) SRN	2.0 FTE \$189,826.84	2.0 FTE \$189,826.84	2.0 FTE \$189,826.84
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Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; Knowledge of current federal and state laws and regulations regarding the children through 5 population and health constraints including HIPAA, FERPA,. Education Codes, Title 22 regulations and the Nursing Practice Act..

Job Duties: Provide services as described in subparagraphs 3.2 of Exhibit A to this Agreement.

Attachment 1 to Exhibit B

Position Title: Bilingual Comm Srvc Liaison - ELS

.75 FTE
\$42,820

.75 FTE
\$42,820

.75 FTE
\$42,820

Minimum Qualifications:.. Equivalent to the completion of twelfth grade, bilingual in Spanish/English, and experience in working with families of children birth to five.

Job Duties: Provide services as described in subparagraph **3.2** of Exhibit A to this Agreement.

Summary Table of Staffing Costs

07/01/14 – 06/30/15	07/01/15 – 06/30/16	07/01/16 – 06/30/17
\$385,401.96	\$385,401.96	\$385,401.96

Attachment 2 to Exhibit B

DIRECT PROJECT EXPENSES TABLE

FY 14/15 Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Category-Mileage	\$66.04	EL	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Mileage	\$493.16	SRN	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
FY 14/15 Total	\$559.20		

FY 15/16 Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Category-Mileage	\$66.04	EL	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Mileage	\$493.16	SRN	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
FY 15/16 Total	\$559.20		

FY 16/17 Expense Type	Amount	Program: SNE/EL	1-2 sentence narrative description of expenses.
Category-Mileage	\$66.04	EL	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
Category-Mileage	\$493.16	SRN	Annual cost for multiple staff to attend parent meetings, screenings, provide classroom support and collaborative meetings.
FY 16/17 Total	\$559.20		

Attachment 3 to Exhibit B

SUBCONTRACTOR TABLE

Subcontractor Name, Address, Email and Phone Number	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17	1-2 sentence description of services sub-contracted. This table is for services outsourced to a third Party.
Christine Stein	\$18,564	\$18,564	\$18,564	Christine will provide Bilingual Speech and Language Pathologist services at San Juan and Las Palms Learning link Programs.

Total Subcontract Costs	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17
	\$18,564	\$18,564	\$18,564

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

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

PO No.	Fund	Vendor	Description	Amount
5398	88	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	5,300.00
5399		VOID	VOID	0.00
5400		VOID	VOID	0.00
5401	87	SANDERS CONSTRUCTION SERVICES	BI:Const/Fac Acq /CVHS	17,633.00
2 Purchase Orders				\$22,933.00

EXHIBIT 22

Attachment 1

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

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

PO No.	Fund	Vendor	Description	Amount
341209	1	SPARKLETTS	SpIsNonI/Sch Adm /Dstrctwd	400.00
341210		VOID	VOID	0.00
341211	12	SOFTERWARE INC	Serv& Op/Sch Adm /Dstrctwd	144.00
341212	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VarSites	52.03
341213	1	OFFICE DEPOT	SpIsNonI/Sch Adm /Dstrctwd	211.66
341214	1	THYSSEN ELEVATOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	17,143.65
341215	1	CULVER-NEWLIN	SpIsNonI/SupvAdmn/Dstrctwd	332.75
341216	1	CULVER-NEWLIN	SpIsNonI/SupvAdmn/Dstrctwd	300.24
341217	1	CULVER-NEWLIN	NonCapEq/Sch Adm /Cal Prep	11,152.62
341218		VOID	VOID	0.00
341219	25	CULVER-NEWLIN	F&EInstl/Fac Acq /ANHS	23,644.22
341220	25	VANGUARD FLOORING INC	Bldg Imp/Fac Acq /SJHHS	16,559.70
341221	1	MARLIN COMPANY, THE	SpIsNonI/PuplTran/Dstrctwd	1,890.00
341222	1	SAF-COM SUPPLY	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
341223	1	ORANGE COUNTY FIRE AUTHORITY	Rntl:Oth/RR:Bldgs/Dstrctwd	1,200.00
341224	1	STAGECRAFT INDUSTRIES INC	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
341225	1	VIRTUAL WATER SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	355.20
341226	1	COMPLETE OFFICE OF CA	SpIsNonI/SupvAdmn/Dstrctwd	5,000.00
341227	1	OFFICE DEPOT	SpIsNonI/SupvAdmn/Dstrctwd	22.43
341228	1	PC MALL GOV	SpIsNonI/PuplTran/Dstrctwd	68.91
341229	1	DIGITAL NETWORKS GROUP INC	SpIsNonI/TIS /Dstrctwd	75.75
			Rnt&Repr/TIS /Dstrctwd	1,573.33
341230	1	KARPUS, DAVID AND MARY	NPS /NPS /Dstrctwd	13,000.00
341231	1	CINDY CUMMINGS AND	Residtl /NPS /Dstrctwd	2,100.00
341232	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	1,890.00
341233	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	384.00
			CnfrNonI/Sch Adm /Dstrctwd	2,816.00
341234	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/HlthServ/Dstrctwd	1,032.68
341235	1	VEX ROBOTICS INC	InstMtls/Instrctn/Dstrctwd	913.14
341236	1	CULVER-NEWLIN	InstMtls/Instrctn/VarSites	1,412.94
341237	1	CULVER-NEWLIN	InstMtls/Instrctn/VarSites	1,006.60
341238	1	CULVER-NEWLIN	InstMtls/Instrctn/VarSites	898.18
341239	1	CULVER-NEWLIN	InstMtls/Instrctn/VarSites	1,107.72
341240	1	CULVER-NEWLIN	InstMtls/Instrctn/VarSites	1,717.39
341241	1	SCHOOL LOOP	Serv& Op/Instrctn/MFMS	500.00
341242	1	ILLUMINATE EDUCATION INC.	Serv& Op/PuplTest/Dstrctwd	63,619.50
341243	1	ILLUMINATE EDUCATION INC.	Serv& Op/PuplTest/Dstrctwd	199,360.00
341244	1	SCHOOL LOOP	Serv& Op/TIS /Dstrctwd	70,656.64
341245	25	PLACEWORKS	BI:CTest/Fac Acq /LRMS	3,049.80
341246	1	DEVEREUX CLEO WALLACE	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	5,626.00
			Sub MHBC/NPS /Dstrctwd	74,814.05
			Sub MHBC/PsychSer/Dstrctwd	56,016.55
341247	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	1,638.00
341248	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	2,340.00

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

PO No.	Fund	Vendor	Description	Amount
341249	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	2,886.00
341250	1	WERTHEIMER-GALE & ASSOCIATES	NPA /NPA Hlth/Dstrctwd	468.00
341251	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	39,781.00
341252	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Lgna Nig	3,516.80
341253	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Concordi	5,855.00
341254	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Ambuehl	4,413.20
341255	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Dstrctwd	50,000.00
341256	1	SOUTH COAST FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	30,000.00
341257	1	SOUTH COAST FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
341258	1	SOUTH COAST FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	35,000.00
341259	25	HARRIS STEEL FENCE CO. INC.	Bldg Imp/Fac Acq /SJHHS	23,913.00
341260	14	AJ FISTES CORPORATION	Bldg Imp/Fac Acq /AVMS	32,199.00
341261	1	SINGAPOREMATH INC	K-8Textb/Instrctn/Bergeson	17,418.84
341262	1	OXFORD UNIV PRESS	K-12Text/Instrctn/CVHS	2,272.32
341263	1	TEXTBOOK WAREHOUSE	K-12Text/Instrctn/SJHHS	215.46
341264	1	PERMA-BOUND	K-12Text/Instrctn/SJHHS	3,789.18
341265	1	PEARSON EDUCATION	K-12Text/Instrctn/SCHS	2,966.39
341266	1	OXFORD UNIV PRESS	K-12Text/Instrctn/SCHS	1,502.82
341267	1	VISTA HIGHER LEARNING	K-12Text/Instrctn/DHHS	408.24
341268	1	PERMA-BOUND	K-12Text/Instrctn/DHHS	4,178.14
341269	1	PEARSON EDUCATION	K-12Text/Instrctn/ANHS	1,586.58
341270	1	PERMA-BOUND	9-12Text/Instrctn/Dstrctwd	10,933.54
341271	1	PEARSON EDUCATION	K-12Text/Instrctn/CVHS	1,153.88
341272	1	PERMA-BOUND	9-12Text/Instrctn/Dstrctwd	3,829.52
341273	1	PERMA-BOUND	9-12Text/Instrctn/Dstrctwd	10,444.14
341274	1	PERMA-BOUND	9-12Text/Instrctn/Dstrctwd	9,283.68
341275	1	PERMA-BOUND	9-12Text/Instrctn/Dstrctwd	5,222.07
341276	1	PERMA-BOUND	9-12Text/Instrctn/Dstrctwd	10,966.37
341277	13	A & R WHOLESALE DISTRIBUTORS	Fd Frzn /FoodServ/Dstrctwd	25,000.00
341278	1	PHONAK INC	NonCapEq/HlthServ/Dstrctwd	1,813.88
341279		VOID	VOID	0.00
341280	1	EDUCATION WEEK	SpplsNonI/Pub Info/Dstrctwd	89.94
341281	13	A & R WHOLESALE DISTRIBUTORS	Fd Frzn /FoodServ/Dstrctwd	2,500,000.00
341282	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Tijeras	38,756.17
341283	25	HARRIS STEEL FENCE CO. INC.	Bldg Imp/Fac Acq /LRMS	20,645.00
341284	25	HARRIS STEEL FENCE CO. INC.	Bldg Imp/Fac Acq /LRMS	2,000.00
341285	25	BENS ASPHALT	Bldg Imp/Fac Acq /SJHHS	7,675.00
341286	25	HMC	BI:Arch /Fac Acq /RMVC K-8	40,000.00
341287	25	HMC	BI:Arch /Fac Acq /RMVC K-8	1,387,200.00
341288	1	PACWEST AIR FILTER LLC	SpplsNonI/RR:Bldgs/Dstrctwd	110,000.00
341289	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	2,997.00
341290	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
341291	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
341292	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
341293	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	4,495.50
341294	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
341295	1	MRS. NELSON'S LIBRARY SERVICES	K-8Textb/Instrctn/Dstrctwd	2,384.80
341296	1	MRS. NELSON'S LIBRARY SERVICES	K-8Textb/Instrctn/Dstrctwd	2,434.32
341297	1	MRS. NELSON'S LIBRARY SERVICES	K-8Textb/Instrctn/Dstrctwd	684.56

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

PO No.	Fund	Vendor	Description	Amount
341298	1	MRS. NELSON'S LIBRARY SERVICES	K-8Textb/Instrctn/Dstrctwd	2,993.92
341299	1	VERNON LIBRARY SUPPLIES INC	SpplsNonI/Libr&Med/Dstrctwd	1,265.39
341300	1	BAYSCAN	SpplsNonI/Libr&Med/Dstrctwd	1,155.17
341301	1	PERMA-BOUND	InstMtls/Instrctn/LFMS	2,312.28
341302	1	PEARSON EDUCATION	InstMtls/Instrctn/VDMMS	3,273.44
341303	1	PEARSON EDUCATION	InstMtls/Instrctn/ArroyoMS	2,242.08
341304	1	PEARSON EDUCATION	K-12Text/Instrctn/LRMS	1,658.66
341305	25	BENS ASPHALT	Bldg Imp/Fac Acq /LRMS	5,750.00
341306	1	VISTA HIGHER LEARNING	K-12Text/Instrctn/CVHS	571.54
341307	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	999.00
341308	25	NINYO & MOORE GEOTECHNICAL &	BI:CTest/Fac Acq /SJHHS	4,024.00
341309	25	NINYO & MOORE GEOTECHNICAL &	BI:CTest/Fac Acq /LRMS	2,648.00
341310	25	ABOVE ALL NAMES CONSTRUCTION	BI:Const/Fac Acq /SJHHS	5,279.00
341311	1	TANDUS FLOORING INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	100,000.00
341312	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	50,000.00
341313	1	COMMERCIAL AQUATIC SERVICES	Rntl:Oth/RR:Bldgs/ANHS	13,721.85
341314	1	COMMERCIAL AQUATIC SERVICES	Rntl:Oth/RR:Bldgs/ANHS	4,474.24
341315	1	YALE CHASE EQUIPMENT AND	Rntl:Oth/RR:Bldgs/Dstrctwd	40,000.00
341316	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	22,217.33
341317	1	STOELTING CO	SpplsNonI/PsychSer/Dstrctwd	925.80
341318	1	WESTERN PSYCHOLOGICAL SERVICES	SpplsNonI/PsychSer/Dstrctwd	1,564.08
341319	1	RIVERSIDE PUBLISHING CO	SpplsNonI/PsychSer/Dstrctwd	2,474.76
341320	1	PEARSON ASSESSMENTS	SpplsNonI/PsychSer/Dstrctwd	19,768.73
341321	1	PEARSON ASSESSMENTS	SpplsNonI/Spch Aud/Dstrctwd	3,423.08
341322	1	LINGUI SYSTEMS INC	SpplsNonI/Spch Aud/Dstrctwd	453.06
341323	1	MHS RESEARCH DEPARTMENT	SpplsNonI/PsychSer/Dstrctwd	974.00
341324	1	ACADEMIC THERAPY PUBL	SpplsNonI/PsychSer/Dstrctwd	849.60
341325	13	EMPORIUM/SNA FOUNDATION	Marketin/FoodServ/Dstrctwd	129.59
341326	13	EMPORIUM/SNA FOUNDATION	OffFdSrv/FoodServ/Dstrctwd	1,358.38
341327	13	APRONS GALORE PLUS	OpSupp /FoodServ/Dstrctwd	1,323.10
341328	1	ASSOC SCHOOL ADMINISTRATORS	Dues&Mmb/Supt /Dstrctwd	2,745.00
341329	1	BIO RAD LABORATORIES	InstMtls/Instrctn/Tesoro	444.16
341330	1	EAGLE SOFTWARE	Serv& Op/TIS /Dstrctwd	61,785.00
341331	1	ECS IMAGING INCORPORATED	Serv& Op/TIS /Dstrctwd	4,256.00
			Serv& Op/Pup Serv/Dstrctwd	4,256.00
341332	1	TURNITIN PRO-FORMA	Serv& Op/TIS /Dstrctwd	32,465.60
341333	1	PAPA	CnfrNonI/M&OUnrOH/Dstrctwd	200.00
341334	1	NASCO WEST	InstMtls/Instrctn/DHHS	1,519.92
341335	1	CAMCOR INC	InstMtls/Instrctn/LadraElm	976.06
341336	1	CAMCOR INC	InstMtls/Instrctn/DHHS	3,061.63
341337		VOID	VOID	0.00
341338	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	471.32
341339	1	THINKING MAPS INC	InstMtls/StDev In/Dstrctwd	24,327.00
341340	1	ADAPTIVEMALL.COM	NonCapEq/SE0thIns/Dstrctwd	2,570.94
341341	1	BIOMETRICS4ALL INC	Serv& Op/Prsnl:HR/Dstrctwd	21.75
341342	1	PRO SVL	InstMtls/Instrctn/FNMS	98.69
341343	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/VDMMS	884.30
341344	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/SMS	884.30
341345	1	CAMCOR INC	InstMtls/Instrctn/Bathgate	580.68
341346	11	DISCOUNT SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	544.13

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

PO No.	Fund	Vendor	Description	Amount
341347	1	CAMCOR INC	InstMtls/Instrctn/DHHS	165.91
341348	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/San Juan	2,652.91
341349	1	CAMCOR INC	InstMtls/Instrctn/Wood Cyn	663.64
341350	1	NATIONAL SCHOOL PRODUCTS	InstMtls/Instrctn/Viejo	926.84
341351	1	CAMCOR INC	InstMtls/Instrctn/FNMS	4,880.30
341352	1	CAMCOR INC	InstMtls/Instrctn/LRMS	248.86
341353	1	CAMCOR INC	NonCapEq/Enterprs/FNMS	488.03
341354	1	TECHSMITH CORPORATION	SpplsNonI/SupvAdmn/Dstrctwd	127.76
341355	1	SHI	Serv& Op/TIS /Dstrctwd	10,426.40
341356	1	CDWG Inc	SpplsNonI/TIS /Dstrctwd	848.13
341357	12	WELCH ALLYN PRODUCT SERVICE	SpplsNonI/HlthServ/Dstrctwd	630.86
341358	1	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	250.00
341359	1	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	1,500.00
341360		VOID	VOID	0.00
341361	1	FRONTLINE TECHNOLOGIES	Serv& Op/Prsnl:HR/Dstrctwd	34,047.00
341362	1	CAMCOR INC	InstMtls/Instrctn/ArroyoEl	488.03
341363	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/BAMS	1,768.61
341364	13	DELL COMPUTER	Comptr /FoodServ/SJHHS	2,115.50
341365	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/LadraElm	307.41
341366	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Viejo	512.35
341367	1	CAMCOR INC	InstMtls/Instrctn/Palisade	248.86
341368	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/SCHS	884.30
341369	1	WEST COAST ENVIRONMENTAL	Rntl:Oth/RR:Bldgs/Dstrctwd	84,000.00
341370	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/SMS	884.30
341371	1	VIRTUAL WATER SERVICES	Serv& Op/RR:Bldgs/Dstrctwd	9,309.60
341372	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Bergeson	37,290.08
341373	1	CAMCOR INC	InstMtls/Instrctn/BAMS	165.91
341374	1	VIRTUAL WATER SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	7,000.00
341375	1	ADVANTAGE IMAGING SUPPLY	NonCapEq/Instrctn/VdelMarE	969.84
341376	1	CAMCOR INC	InstMtls/Instrctn/VdelMarE	1,244.32
341377	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/VdelMarE	204.94
341378	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/DHHS	102.47
341379	1	CAMCOR INC	InstMtls/Instrctn/DHHS	82.95
341380	1	PRO SVL	InstMtls/Instrctn/Las Palm	49.35
341381	1	ACETEC SECURITY SYSTEMS	Serv& Op/RR:Bldgs/Dstrctwd	40,000.00
341382	1	CAMCOR INC	SpplsNonI/Sch Adm /CVHS	410.10
341383	1	BEST ROLL UP DOOR INC	Rntl:Oth/RR:Bldgs/CVHS	20,343.00
341384	1	ADVANTAGE IMAGING SUPPLY	NonCapEq/Instrctn/Bergeson	969.84
341385	13	EKON-O-PAC INC.	Food Sup/FoodServ/Dstrctwd	22.98
341386		VOID	VOID	0.00
341387	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SCHS	2,525.04
341388	1	AMBCO ELECTRONICS	Rntl:Oth/Spch Aud/Dstrctwd	1,728.00
341389		VOID	VOID	0.00
341390	1	ULINE	NonCapEq/Custodil/Dstrctwd	4,182.60
341391		VOID	VOID	0.00
341392	70	ASCIP	Serv& Op/Enterprs/Dstrctwd	2,010,667.00
341393	1	RICK TROW PRODUCTIONS	InstMtls/SEOthIns/Dstrctwd	566.40
341394	1	STRIEGL, MICHAEL AND KIMBERLY	Residtl /NPS /Dstrctwd	3,021.92

178 Purchase Orders \$7,873,231.92

Board of Trustees Purchase Order Listing

===== Fiscal Year: 2013-14 =====

Board of Trustees Meeting.....AUGUST 27, 2014

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

PO No.	Fund	Vendor	Description	Amount
5399	87	PACIFIC PLUMBING	BI:Const/Fac Acq /CVHS	16,681.12
5400	87	BRICKLEY ENVIRONMENTAL	BI:Const/Fac Acq /CVHS	750.00
2 Purchase Orders				\$17,431.12

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....AUGUST 27, 2014

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

PO No.	Fund	Vendor	Description	Amount
335645	1	LEISURE CARE REFERRAL AGENCY	Serv& Op/HlthServ/Dstrctwd	35,000.00
			1 Purchase Orders	\$35,000.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....AUGUST 27, 2014

Warrant Number	Name of Payee	Reference Number	Amount
200263	AKT INC	CL-141627	58.08
		CL-141628	58.08
		CL-141803	237.72
		CL-141804	237.72
		CM-150018	55.00-
		CM-150019	55.00-
200264	ALISO NIGUEL AUTO CARE	CL-141805	2,026.47
		CL-141806	1,145.42
200265	ANDERSON'S	CL-141807	54.34
200266	BIG TEX TRAILERS WEST	CL-141809	2,296.40
200267	BOYCE INDUSTRIES	CL-141812	219.72
		CL-141813	219.72
200268	BUSWEST	-	
		CL-141814	14,611.19
		CM-150020	148.35-
		CM-150021	518.40-
		CM-150022	256.86-
		CM-150023	645.00-
		CM-150024	426.87-
		CM-150025	60.15-
		PO-340587	4,658.95
200269	BUSWEST	PO-340587	1,750.05
200270	CALIFORNIA BOILER INC.	CL-141816	277.80
		CL-141817	2,258.75
200271	CENGAGE LEARNING	CL-141818	4,592.08
		CL-141819	1,241.88
		CL-141820	6,339.92
		CL-141821	9,805.31
		CL-141822	5,240.87
		CL-141823	7,604.73
		CL-141824	11,958.26
		CL-141825	9,768.58
		CL-141826	10,597.93
		CL-141827	1,911.26
		CL-141828	735.08
200272	CORWIN PRESS INC	CL-141838	486.10
		PV-150137	35.51
200273	CULVER-NEWLIN	CL-141839	2,148.23
200274	DANIELS TIRE SERVICE	CL-141840	7,208.78
200275	DM COLOR EXPRESS	CL-141460	263.39
		CL-141842	60.61

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....AUGUST 27, 2014

Warrant Number	Name of Payee	Reference Number	Amount
200276	FACTORY MOTOR PARTS	CL-141848	683.22
		CL-141849	374.72
		CM-150026	384.13-
		CM-150027	212.72-
		CM-150028	231.66-
		CM-150029	213.85-
200277	FREEWAY AUTO SUPPLY	CL-141852	194.40
		PO-340300	1,039.53
200278	FRICTION MATERIALS CO.	CL-141519	470.97
		CL-141520	1,855.20
		CL-141521	2,912.17
		CL-141853	19.65
		PO-340301	9,646.05
200279	GUITAR CENTER	CL-141855	3,311.28
200280	HAZELDEN PUBLISHING	CL-141171	210.00
200281	HD SUPPLY FACILITIES MAINTN	CL-141857	1,055.90
200282	IMAGE 2000	CL-141859	131.50
		CL-141860	131.50
		CL-141861	7.00
200283	JIM'S MUSIC CENTER	CL-141862	522.36
200284	LEARNING SEED LLC	CL-141863	328.49
200285	ADMINISTRATIVE SOFTWARE	PO-340040	1,194.60
200286	CITY OF SAN JUAN CAPISTRANO	PO-340355	20,479.00
200287	GILBERT & STEARNS INC	PO-334644	23,163.99
200288	MOULTON NIGUEL WATER	PO-340357	11,181.61
200289	SAN DIEGO GAS & ELECTRIC	PO-340354	46,578.21
200290	SANTA MARGARITA WATER	PO-340353	19,033.09
200291	SO CAL GAS CO	PO-340371	3,785.97
200292	SOUTH COAST WATER DISTRICT	PO-340358	14,591.28
200293	SOUTHERN CALIFORNIA EDISON	PO-340370	3,452.20
200294	VIRTUAL WATER SERVICES	PO-331247	775.80
200295	GILBERT & STEARNS INC	PO-335279	7,831.83
		PO-335326	64,599.33
200296	A Z BUS SALES INC	PO-340735	1,380.94
200297	APPLE COMPUTER INC	PO-340032	106.92
		PO-340273	1,275.24
		PO-340274	433.92
		PO-340506	10,154.60
		PO-340601	757.92
		PO-341000	433.92
		PO-341001	304.32
200298	BATTERY SYSTEMS	PO-340116	588.00
200299	BIOMETRICS4ALL INC	PO-341341	21.75
200300	C D T INC.	PO-340346	753.25

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....AUGUST 27, 2014

Warrant Number	Name of Payee	Reference Number	Amount
200301	CAL-STATE AUTO PARTS INC	CL-141387	18.35
		CL-141815	78.66
		PO-340254	1,283.90
200302	CDW GOVERNMENT	PO-340034	10,283.59
		PO-340319	590.65
		PO-341003	29.88
200303	CLARK SECURITY	PO-341137	605.39
200304	CLEAN ENERGY	PO-340296	9,059.04
200305	COMPANION CORP	PO-340705	1,298.00
200306	COMPLETE OFFICE OF CA	PO-340073	111.46
		PO-340079	1,242.34
		PO-340080	25.91
		PO-340083	46.36
		PO-340084	152.03
		PO-340433	83.59
		PO-340635	158.96
200307	CROWN VALLEY TRANS	PO-340365	5,789.64
200308	DELL MARKETING L P	PO-340028	2,143.52
		PO-340507	5,968.51
200309	DENAULT'S HARDWARE	PO-340297	390.42
200310	ENET COMPONENTS INC	PO-340071	1,803.60
200311	FED EX FREIGHT	CL-141850	154.94
200312	INSIGHT SYSTEMS EXCHANGE	PO-340033	361.17
		PO-340276	6,336.90
		PO-340277	2,199.36
		PO-340281	6,875.49
		PO-340282	12,006.72
		PO-340479	463.76
		PO-340508	463.76
		PO-340511	366.56
		PO-340644	1,833.46
200313	INTERSTATE BATTERIES	PO-340545	204.95
200314	IPC USA	PO-340603	28,435.98
200315	KELLY PAPER COMPANY	PO-340088	8,317.60
200316	LIBERTY FLAGS	PO-340505	75.69
200317	!1 COMPUTADORA GRATIS PARA TI!	PV-150138	14,508.65
		PV-150139	5,530.60
200318	YMCA OF ORANGE COUNTY	CL-140209	21,116.04
		CL-141025	40,243.12
		CL-141026	45,932.28
		CL-141027	40,051.68
200319	MAACO COLLISION REPAIR & AUTO	PO-340546	279.00
200320	MEDCO SUPPLY INC	PO-340113	306.99
200321	MILLER MECHANICAL	CL-141393	2,503.73
		CL-141791	269.27

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....AUGUST 27, 2014

Warrant Number	Name of Payee	Reference Number	Amount
200322	MISSION AUTO SERVICE	PO-340579	7,456.69
200323	MOBILE FLEET WASH	PO-340548	1,846.00
200324	MR CLEAN MAINTENANCE SYSTEMS	CL-141989	8,371.24
200325	MUSIC & ARTS	CL-141395	53.98
		CL-141987	207.63
		CL-141990	138.70
200326	McKENDRY DOOR SALES & SERVICE	CL-141397	1,200.00
200327	ONE STOP BINDERY	PO-340091	8,462.00
200328	ORANGE COUNTY FIRE PROTECTION	CL-141406	360.00
200329	ORANGE COUNTY PROBATION DEPT	CL-141407	2,450.00
200330	OVER NIGHT NUMBERING	CL-141410	386.50
200331	PLAYPOWER LT FAMINGTON INC.	CL-141413	2,765.35
200332	QUALITY TOWING	PO-340669	55.00
200333	RICKS TRAILER SUPPLY	CL-141415	105.47
		CL-141477	28.79
		CL-141787	239.70
		CL-141788	117.66
		CL-141789	491.70
		CL-141790	160.97
200334	RINCON TRUCK PARTS	PO-340737	8,876.37
		PO-340738	8,308.67
200335	RIVERSIDE PUBL CO	CL-141649	1,513.13
		CL-141650	1,008.75
200336	SAF-COM SUPPLY	CL-142023	1,645.36
200337	SANTILLANA PUBL CO	CL-142025	198.60
200338	SELECT EQUIPMENT SALES INC	CL-141792	576.47
200339	SIGNS BY CREATIONS UNLIMITED	CL-141794	486.00
200340	SMOG EXPRESS	PO-340674	51.95
200341	SOUTH COAST ANSWERING SERVICE	CL-141420	589.91
200342	SOUTHERN COUNTIES LUBRICANTS	PO-340677	3,531.98
200343	SPORTS FACILITIES GROUP INC	CL-141652	11,800.00
		PO-335354	4,985.00
		PO-335355	5,325.00
		PO-335356	5,175.00
200344	THE PAINT STORE	PO-340551	253.25
200345	THYSSENKRUPP ELEVATOR CORP	CL-141795	3,971.88
		CL-142095	5,453.10
200346	TIFCO INDUSTRIES	-	
		CL-140080	38.40
		CL-140081	187.40
		CL-141353	6.05
		PO-340680	2,344.99
200347	TIFCO INDUSTRIES	PO-340680	634.21
200348	YALE CHASE EQUIPMENT AND	CL-141437	158.10
		CL-141438	819.58

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
200349	LCRA TRUST	CL-141745	32,777.50
		PO-340328	2,887.50
200350	NEW HAVEN YOUTH & FAMILY	CL-140992	8,529.00
		CL-141608	1,220.00
		CL-141609	8,529.00
		CL-141930	1,220.00
		CL-141932	111.95
		CL-141969	575.65
		CL-141986	2,756.50
200351	PARADIGM HEALTH CARE SERVICES	CL-140169	4,719.23
		CL-140171	7,753.93
200352	WERTHEIMER-GALE & ASSOCIATES	CL-140507	117.00
		CL-141885	136.50
		CL-141886	110.50
		CL-141887	689.00
		CL-141888	117.00
200353	YELLOWSTONE BOYS & GIRLS RANCH	CL-142018	497.50
		CL-142019	3,990.00
		CL-142020	1,634.00
200354	THYSSENKRUPP ELEVATOR CORP	PO-341214	17,143.65
200355	CORVEL CORPORATION	PO-340329	135,014.53
200356	CAPISTRANO UNIFIED SCHOOL DIST	CL-142021	4,777.24
		PO-340311	67,254.06
200357	MISSION AUTO SERVICE	PO-340579	7,032.51
200358	RICKS TRAILER SUPPLY	PO-340780	989.41
200359	RIFTON EQUIPMENT	PO-340179	230.86
		PO-340243	3,596.40
200360	SCHOLASTIC LIBRARY PUBLISHING	CL-140360	576.34
		CL-140361	46.00
200361	SPICERS PAPER CO	CM-150031	568.62-
		PO-340059	12,808.74
200362	SUPER DUPER INC.	CL-142094	398.00
200363	TIME CLOCK SALES SERVICE	PO-340259	236.00
200364	TOXGUARD FLUID TECHNOLOGIES	CL-141653	588.08
		PO-340682	490.88
200365	TOYS FOR SP CHILDREN	CL-141992	158.90
200366	TRUCPAR CO	PO-340683	556.03
200367	TUTTLE-CLICK FORD	PO-340733	4,145.85
200368	VISTA PAINT CORP	CL-141654	3,124.34
200369	WAXIE	CL-141796	84.42
200370	WESTERN PUMP	CL-141655	350.72
		CL-141656	350.72
200371	WESTONE LABORATORIES INC	CL-141657	31.20
		CL-141797	45.00
200467	ABOVE ALL NAMES CONSTRUCTION	PO-340604	26,777.62

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....AUGUST 27, 2014

Warrant Number	Name of Payee	Reference Number	Amount
200468	CITY OF SAN JUAN CAPISTRANO	PO-340355	12,157.95
200469	CONCRETE COATING SPECIALISTS	PO-341143	9,491.00
200470	CONSOLIDATED ELECT DISTR	CL-140875	542.16
		PO-340363	8,144.52
200471	E. STEWART AND ASSOCIATES	PO-340606	21,037.50
200472	HARRIS STEEL FENCE CO. INC.	PO-340517	23,603.60
200473	MOULTON NIGUEL WATER	PO-340357	16,412.47
200474	PACIFIC PLUMBING COMPANY OF	CL-140239	7,780.00
200475	PROSURFACE	PO-340264	17,247.00
200476	SAN DIEGO GAS & ELECTRIC	PO-340354	52,117.18
200477	SANTA MARGARITA WATER	PO-340353	4,435.04
200478	SO CAL GAS CO	PO-340371	2,554.62
200479	TRAMES SOLUTIONS INC.	PO-341152	3,000.00
200480	WEST COAST ARBORISTS INC.	PO-340609	78,440.00
200481	ABOVE ALL NAMES CONSTRUCTION	PO-341310	5,279.00
200482	HARRIS STEEL FENCE CO. INC.	PO-341284	2,000.00
200483	HMC ARCHITECTS	PO-341287	15,054.38
200484	CLASSROOM DIRECT/SCHOOL	CL-141948	378.20
		CL-141950	2,592.81
		CL-141951	80.77
		CL-141956	1,629.80
		CL-141957	193.15
		CM-150032	10.09-
		CM-150033	83.50-
		CM-150034	1,039.69-
200485	MOBILE FLEET WASH	CL-141451	474.50
		CL-141452	474.50
200486	ORANGE COAST PETRO EQUIP	CL-141405	446.37
		CL-141475	964.95
200487	ORANGE COUNTY REGISTER	CL-141953	430.80
200488	PRUDENTIAL OVERALL SUP	PO-341423	131.44
200489	SCHOOL LOOP	PO-341244	70,656.64
200490	SOUTH COAST FAMILY MEDI CENTER	CL-141421	85.50
		CL-141422	199.50
200491	TIFCO INDUSTRIES	CL-141427	37.38
		CL-141453	271.16
		CL-141454	247.86
		CL-141455	266.82
		CL-141456	224.67
		CL-141480	149.16
200492	TONY'S LOCKSMITH SERVICE	CL-141428	19.38
200493	TROXELL COMM INC	CL-141431	2,082.24
200494	WAXIE	-	
		CL-141782	41,240.01

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....AUGUST 27, 2014

Warrant Number	Name of Payee	Reference Number	Amount
200495	WAXIE	CL-141782	5,018.70
		CL-141964	1,138.06
		CL-141966	354.27
200496	WESTERN GRAPHIX	CL-141375	82.32
		CL-141378	175.00
		CL-141379	175.00
		CL-141380	270.00
		CL-141436	12.68
200497	SPARKLETTS	CL-141752	2.05
		CL-141753	5.65
		CL-141755	7.24
		CL-141756	4.16
		CL-141765	2.51
		CL-141769	2.11
		CL-141772	10.88
200498	XEROX CORPORATION	CL-141525	201.31
200499	CAPISTRANO UNIFIED SCHOOL DIST	CL-142021	523.72
		PO-340311	74,782.97
200500	ALTERNATIVE COMM SVCS	CL-140135	975.00
200501	AVID CENTER	PO-340049	739.00
		PO-340050	4,294.00
200502	BRITE IDEAS BY GREG CHRISTY	CL-140140	10,000.00
200503	CREATIVE MATHEMATICS	PO-340501	498.00
200504	DEPT OF GENERAL SERVICES	CL-141967	5,558.75
		CL-142045	11,224.50
200505	FRONTLINE TECHNOLOGIES	PO-341361	5,500.00
200506	HARBOTTLE LAW GROUP	CL-140988	14,852.00
200507	BRAUN, C. ANNE	CL-141386	244.00
200508	CARRILLO, DEBBIE	CL-142011	183.02
200509	GRABOWSKI, MICHAEL	CL-141665	2,487.20
200510	HOHLA, LAURA	CL-141388	300.00
200511	PETTEY, STEPHANIE	CL-141440	290.04
200512	BLIND CHILDREN'S LEARNING	CL-140406	427.50
200513	CINDY CUMMINGS AND	CL-141866	374.78
		PO-341231	646.00
200514	JANET BUCK	CL-141879	524.31
200515	MC ILVAIN, PATRICK & STEPHANIE	CL-141881	1,226.40
200516	MOLDAUER, PAMELA S.	PO-340221	945.00
200517	SHACK-LAPPIN, CAROL	PO-340220	425.00
200518	1ST JON	PO-340727	1,020.20
200519	AKT INC	PO-340595	240.80
		PO-340596	240.80
200520	APPLE COMPUTER INC	PO-341116	2,895.84
200521	ASSOCIATION OF CALIFORNIA	CL-141998	780.00
200522	BEACH CITIES GLASS INC	PO-341135	3,684.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....AUGUST 27, 2014

Warrant Number	Name of Payee	Reference Number	Amount
200523	CAPISTRANO CRANE SERVICE	PO-340291	600.00
200524	CAPISTRANO GOLF CARS	PO-340188	1,006.03
		PO-340230	741.40
200525	CARD INTEGRATORS	PO-340510	3,652.60
200526	CLARK SECURITY	PO-341137	5,545.28
200527	CLEAR SOURCE IT	PO-341146	3,078.00
200528	DELL MARKETING L P	PO-340649	2,549.91
200529	DM COLOR EXPRESS	PO-340123	2,632.51
200530	DUNN-EDWARDS CORP	PO-340359	2,884.94
200531	GANAHL LUMBER	PO-340360	1,562.18
200532	HD SUPPLY FACILITIES MAINTN	PO-341173	522.95
200533	INSIGHT SYSTEMS EXCHANGE	PO-340279	7,337.44
		PO-340999	458.37
200534	SCHOOL HEALTH CORPORATION	PO-340558	42.79
		PO-340559	35.64
200535	ADAMS, CELESTE	PV-150141	171.36
200536	BOUCLY, CHRISTOPHER & DAWNIEL	PV-150142	295.68
200537	DAVIS, HENRY & ELIZABETH	PV-150143	215.04
200538	KESHWANI, BOB & JAYSHREE	PV-150144	531.22
200539	NICOLL, THOMAS & HEIDI	PV-150145	212.80
200540	CAPISTRANO CONNECTIONS ACADEMY	PO-340453	1,436,661.00
200541	COMMUNITY ROOTS	PO-340455	276,034.00
200542	JOURNEY CHARTER SCHOOL	PO-340458	219,464.00
200543	OPPORTUNITY FOR LEARNING	PO-340454	120,093.00
200544	OXFORD ACADEMY	PO-340457	465,955.00
200545	SOUTH COAST ROP	PO-331422	222,198.41
188 Warrants			\$4,439,388.31

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
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
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 Giannone	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
Camcor, Inc	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Desert Sands Unified School District Bud No. 13/14-003, Chromebooks	12/11/2013
Certified Transportation Services, Inc.	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Commercial & Industrial Roofing Co., Inc.	Bid No. 1314-24 San Clemente High School Roof Replacement	5/28/2014
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Earthwalk Communications, Inc.	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
Extron Electronics	California Multiple Award Schedule Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
GA Dominguez	Bid No 1314-14 Movement and Reconfiguration of Relocatable Buildings	12/11/2013
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2104
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
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No 1314-17, Milk and Dairy Products	3/12/2014
Howard Technology Solutions, a Division of Howard Industries, Inc.	Bid No. 1415-12, Chromebooks	7/23/2014
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)	7/24/2013

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

VENDOR	TITLE	BOARD APPROVAL DATE
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jones-Campbell Company	Glendale Unified School District Bid No. P-16 09/10 School Furnishings, Office Furnishings and Accessories	10/9/2013
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
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
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
PC & MacExchange	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Pro SLV, Inc	Bid No 1415-01 AudioVisual Equipment	7/9/2104
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
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
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
Silver Creek Industries, Inc.	Los Alamitos Unified School District Bid No. 2010-0001, Purchase, Relocation, Dismantle and Removal of DSA Portable Classroom	4/23/2014
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System	10/23/2013
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
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	7/9/2104
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
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Wards Media Technology	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

VENDOR PAYMENTS OVER 250K AS OF 8/6/14 **2014-2015**

118161	CAPISTRANO CONNECTIONS ACADEMY	2,154,992.00
120141	CAPISTRANO UNIFIED SCHOOL DIST	297,239.26
015900	CAPO-LAGUNA BEACH ROP	1,417,974.77
146265	COMMUNITY ROOTS	414,051.00
122828	CORVEL ENTERPRISE COMP INC	309,818.48
144459	E L ACHIEVE	254,384.55
105873	JOURNEY CHARTER SCHOOL	329,196.00
120832	METROPOLITAN EMPLOYEES	7,037,947.16
113144	OPPORTUNITY FOR LEARNING	330,760.84
066570	ORANGE COUNTY DEPT OF EDUC	732,566.28
146264	OXFORD ACADEMY	784,496.00
078255	SAN DIEGO GAS & ELECTRIC	1,081,308.62
150282	SILVER CREEK INDUSTRIES INC.	382,401.65
145062	STUTZ ARTIANO SHINOFF & HOLTZ	264,324.05
147868	US BANK	2,447,009.63

DONATION OF FUNDS
August 27, 2014

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Guided Discoveries	\$940.00	Outdoor Science School	Concordia Elementary School
Schools First Federal Credit Union	\$500.00	Student Scholarship	Dana Hills High School
Mr. John E. Klink	\$600.00	Student Scholarship	Dana Hills High School
NextEd	\$7,156.18	Project Lead the Way Training and Software	Education Division
CR&R Incorporated	\$1,027.00	Instructional Materials and Supplies	Ladera Ranch Middle School
Las Flores Middle School PTA	\$2,312.28	Core Novels for Language Arts	Las Flores Middle School
Summer Photography	\$852.00	Instructional Materials and Supplies	Las Palmas Elementary School
Summer Photography	\$335.00	Instructional Materials and Supplies	Palisades Elementary School
Kiwanis Club of San Clemente	\$2,500.00	Technology for Physics Department	San Clemente High School
San Clemente High School PTA	\$800.00	Drama Department Supplies	San Clemente High School
Tijeras Creek Elementary School PTA	\$596.75	ShIPLEY Nature Center Field Trip	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$165.00	Field Trip Transportation	Tijeras Creek Elementary School
Summer Photography	\$382.00	Instructional Materials and Supplies	Viejo Elementary School
	\$18,366.21		

EXHIBIT 23

AUGUST 27, 2014 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
MCA*	1415078	3	Special Ed	Port View Preparatory , Incorporated	Basic Education Program/Special Education Instruction	8/28/2014-6/30/2015	\$ 225,000.00

TOTAL \$ 225,000.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1415072	5	M&O	South Coast Fire Protection, Incorporated	Testing, Inspection, Service and Maintenance of Fire Sprinklers Districtwide	7/1/2014-6/30/2015	\$ 30,000.00
ICA	1415073	5	M&O	South Coast Fire Protection, Incorporated	Testing, Inspection, Service and Maintenance of Hood Systems Districtwide	7/1/2014-6/30/2015	\$ 10,000.00
ICA	1415074	5	M&O	South Coast Fire Protection, Incorporated	Testing, Inspection, Service and Maintenance of Fire Extinguishers Districtwide	7/1/2014-6/30/2015	\$ 35,000.00
ICA	1415075	5	M&O	Virtual Water Services, Incorporated	Monthly Water Treatment Service of Cooling Towers Provide Labor and Materials to Perform Proper and Safe Remediation/Abatement and Repairs of Biohazard Materials as Needed Districtwide	7/1/2014-6/30/2015	\$ 9,309.60
FSA	1415076	5	M&O	West Coast Environmental Services		7/1/2014-6/30/2015	\$ 80,000.00
ICA	1415077	5	M&O	Acetec Security Systems	Monthly Security and Fire Alarm Monitoring	7/1/2014-6/30/2015	\$ 40,000.00
FSA	1415079	5	Facilities	Ben's Asphalt, Incorporated	Construct five (5) Portable Asphalt Ramps With Up to 3" Hot Mix Asphalt at Ladera Ranch Middle School	7/29/2014- Upon Completion of Work	\$ 5,750.00
FSA	1415080	5	Facilities	Ben's Asphalt, Incorporated	Patch Back 1480 Sq.Ft. of 4" Thick Hot Mix Asphalt Roll and Compact. Grind and Overlay As Necessary to Achieve ADA Compliant Parking Stalls at Ladera Ranch Middle School	7/9/2014- Upon Completion of Work	\$ 10,475.00
FSA	1415081	5	Facilities	Ben's Asphalt, Incorporated	Patch Back 2,650 Sq.Ft. of 4" thick Hot Mix Asphalt, Roll and Compact at San Juan Hills High School	7/9/2014- Upon Completion of Work	\$ 10,850.00
FSA	1415082	5	Facilities	Ben's Asphalt, Incorporated	Construct ten (10) Portable Asphalt Ramps With Up to 3" Hot Mix Asphalt at San Juan Hills High School	7/29/2014- Upon Completion of Work	\$ 7,675.00

TOTAL \$ 239,059.60

EXHIBIT 24

Page 1 of 3

AUGUST 27, 2014 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213107	3	Indian Education	Professional Tutors of America, Incorporated	Individualized Tutoring Instruction for CUSD Students	9/05/2014-9/04/2015	\$ 15,125.00
ICA	1314042	5	Mello Roos	Guida Surveying, Incorporated	Provide Grade Checking/Quality Control and Quality Insurance Services on Call as Needed for the CVHS Lunch Pavilion and Music Plaza	9/01/2014-8/31/2015	\$ 80,000.00
ICA	1314047	5	Mello Roos	Knowland Construction Services	Provide Project Inspector Services for the CVHS Lunch Pavilion and Music Plaza	9/01/2014-8/31/2015	\$ 100,000.00
ICA	1314048	5	Mello Roos	Ninyo & Moore Geotechnical and Environmental Sciences Consultants	Provide Project Speciality Inspection Services and Material Testing Services for the CVHS Lunch Pavilion and Music Plaza	9/01/2014-8/31/2015	\$ 60,000.00
ICA	1314049	5	Mello Roos	Another Perspective, Incorporated	Provide Project Scheduling Services for the CVHS Lunch Pavilion and Music Plaza	9/01/2014-8/31/2015	\$ 10,000.00
ICA	1314060	3	PTA	Campco Day Camps	After School Physical Education and Safety Program	9/5/2014-9/04/2015	\$ 24,265.00
PSA	1314065	3	Child Development Parent Purchases/General Fund	The Regents of the University of California At Irvine	Provide Behavior Management Education for Teachers and Parents	9/26/2014-9/25/2015	\$ 1,000.00
ICA	1314070	3		Jostens	Provide High School Products and Senior Services	9/12/2014-9/11/2015	\$ 15,000.00
						TOTAL	\$ 305,390.00

AMENDMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1314169	3	Special Ed	StaffRehab	To Provide Speech Language Pathology Services as Directed by the District	Increase Contract from \$10,000 to \$100,000	\$ 90,000.00
						TOTAL	\$ 90,000.00

AUGUST 27, 2014 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1213034	2	Health Services	Leisure Care Referral Agency, Incorporated	Health Services for a Certified Licensed Vocational Nurse for Special Education Students	Increase Contract from \$93,000 to \$108,000	\$ 15,000.00
MCA*	1415019	3	Special Ed	Ocean View	Basic Education Program/Special Education Instruction	Revised Fee Schedule	N/A

\$ 15,000.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of August 28, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

PORT VIEW PREPARATORY, 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 beginning August 28, 2014, through June 30, 2015.

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

☒ Master Contract ☐ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Port View Preparatory, Incorporated CONTRACTOR NUMBER 60-66647-0129429 2014-2015

(NONPUBLIC SCHOOL OR AGENCY)

(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 1 Classroom 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
\$185.00	Per Day

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

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

B. Related Services

(1)	a. Assistive Technology Services – Individual	\$110.00	Per hour
	b. Group	\$ 80.00	Per hour
	c. Consultation	\$110.00	Per hour
(2)	a. Parent and Training Counseling – Individual	\$100.00	Per hour
	b. Parent and Training Counseling – Group	\$ 45.00	Per hour
	c. Parent and Training Counseling – Consultation	\$100.00	Per hour
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$120.00	Per hour
	b. Language and Speech Therapy – Group	\$ 80.00	Per hour
	e. Language and Speech – Consultation Rate	\$120.00	Per hour
(5)	a. Classroom Support Provider	\$ 35-45	Per hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	\$100.00	Per hour
	b. Occupational Therapy – Group	\$ 85.00	Per hour
	e. Occupational Therapy – Consultation Rate	\$ 135.00	Per hour
(8)	Physical Therapy		
	a. Physical Therapy – Individual	\$100.00	Per hour
	b. Physical Therapy – Group	\$ 85.00	Per hour
	c. Physical Therapy - Consultation Rate	\$ 135.00	Per hour
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Transportation	\$1.50	Per mile
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

**By credentialed Special Education Teacher.

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of August 28, 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").

SOUTH COAST FIRE PROTECTION, 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 \$ 30,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing July 1, 2014 to June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

PROPOSAL

SOUTH COAST FIRE PROTECTION, INC.

1908 S. EL CAMINO REAL
SAN CLEMENTE, CA 92672
PHONE (949)493-4604 FAX (949)366-0486

DATE: JULY 2, 2014
PROPOSAL SUBMITTED TO: CAPISTRANO UNIFIED SCHOOL DISTRICT
ADDRESS: 32972 CALLE PERFECTO
SAN JUAN CAPISTRANO, CA 92675
ATTN: ALEX MALFAVON
EMAIL: almalfavon@capousd.org
ATTN: DANIEL WHITAKER
EMAIL: dtwhitaker@capousd.org

WE HEREBY SUBMIT SPECIFICATION AND ESTIMATES FOR PRICING:

SERVICE AND MAINTENANCE OF FIRE SPRINKLERS

2 MEN NORMAL TIME-MONDAY THROUGH FRIDAY (7:30AM-4:30PM) @ \$165.00 PER HOUR
2 MEN AFTER HOURS AND WEEKENDS @ \$247.50 PER HOUR
ANNUAL SPRINKLER INSPECTION @ \$1,320.00 PER SCHOOL
5 YEAR FIRE SPRINKLER INSPECTION @ \$1,520.00 PER SCHOOL

WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS.

PAYMENT TO BE MADE AS FOLLOWS: UPON COMPLETION

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL- THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. BY SIGNING THIS PROPOSAL, THIS PROPOSAL BECOMES A BINDING CONTRACT.

DATE OF ACCEPTANCE: _____

AUTHORIZED SIGNATURE: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of **August 28, 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").

SOUTH COAST FIRE PROTECTION, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed **\$ 10,000** annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing **July 1, 2014 to June 30, 2015**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

PROPOSAL

SOUTH COAST FIRE PROTECTION, INC.

1908 S. EL CAMINO REAL
 SAN CLEMENTE, CA 92672
 PHONE (949)493-4604 FAX (949)366-0486
 CONTRACTORS LICENSE NO. C16 746130

DATE:	JULY 2, 2014
PROPOSAL SUBMITTED TO:	CAPISTRANO UNIFIED SCHOOL DISTRICT
ADDRESS:	32972 CALLE PERFECTO SAN JUAN CAPISTRANO, CA 92675
ATTN:	ALEX MALFAVON
EMAIL:	almalfavon@capousd.org
ATTN:	DANIEL WHITAKER
EMAIL:	dtwhitaker@capousd.org

THE FOLLOWING PROPOSAL IS FOR SEMI-ANNUAL MAINTENANCE OF HOOD SYSTEMS THROUGHOUT THE DISTRICT:

- 1) SEMI-ANNUAL HOOD SYSTEM TESTING. PRICE INCLUDES SERVICE CALL, LABOR AND FUSE LINKS @ \$125.00 PER SYSTEM.
- 2) ANY ADDITIONAL LABOR OR MATERIAL WILL BE SUBMITTED ON A SEPARATE PROPOSAL.
- 3) EMERGENCY AND AFTER HOURS WORK WILL BE \$110.00 PER HOUR PLUS MATERIAL.

PRICE EXCLUDES DRYWALL REPAIRS, CEILING TILES, MONITORING SYSTEM, ANY ELECTRICAL WIRING & CONDUIT, PLANS, PERMITS & FEES AND ANY REPAIRS TO EXISTING SYSTEM BEYOND STATED SCOPE OF WORK.

PAYMENT TO BE MADE AS FOLLOWS: UPON COMPLETION

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL- THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. BY SIGNING THIS PROPOSAL, THIS PROPOSAL BECOMES A BINDING CONTRACT.

DATE OF ACCEPTANCE: _____

AUTHORIZED SIGNATURE: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of **August 28, 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").

SOUTH COAST FIRE PROTECTION, 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 **\$ 35,000** annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing **July 1, 2014 to June 30, 2015**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

PROPOSAL

SOUTH COAST FIRE PROTECTION, INC.

1908 S. EL CAMINO REAL
SAN CLEMENTE, CA 92672
PHONE (949)493-4604 FAX (949)366-0486

DATE: JULY 2, 2014
PROPOSAL SUBMITTED TO: CAPISTRANO UNIFIED SCHOOL DISTRICT
ADDRESS: 32972 CALLE PERFECTO
SAN JUAN CAPISTRANO, CA 92675
ATTN: ALEX MALFAVON
EMAIL: almalfavon@capousd.org
ATTN: DANIEL WHITAKER
EMAIL: dtwhitaker@capousd.org

WE HEREBY SUBMIT SPECIFICATION AND ESTIMATES FOR PRICING:

EXTINGUISHERS

ANNUAL MAINTENANCE @ \$6.00 PER UNIT
6 YEAR TEAR DOWN @ \$9.00 PER UNIT
HYDROSTATIC TESTING REQUIRED EVERY TWELVE YEARS @ \$11.00 PER UNIT
5 YEAR HYDRO-FILL CO2 @ \$65.00 PER UNIT
HALON 6 YEAR TEAR DOWN @ \$18.00 PER UNIT

PRICES ARE FOR NORMAL BUSINESS HOURS MONDAY-FRIDAY 8:00 AM TO 5:00 PM

EMERGENCY CALLS AND AFTER HOURS CALLS @ \$110.00 PER HOUR PLUS REFILL

WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS.

PAYMENT TO BE MADE AS FOLLOWS: UPON COMPLETION

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL- THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. BY SIGNING THIS PROPOSAL, THIS PROPOSAL BECOMES A BINDING CONTRACT.

DATE OF ACCEPTANCE: _____

AUTHORIZED SIGNATURE: _____

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("**Agreement**") is effective as of **August 28, 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").

VIRTUAL WATER SERVICES, INCORPORATED

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

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

WHEREAS, 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 **\$9,309.60** annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing **July 1, 2014 to June 30, 2015**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

Exhibit A



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

COMPANY NAME: Virtual Water Services, Inc.

REP NAME: Mike Clements

E-MAIL ADDRESS: mike@virtualwaterservices.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Monthly water treatment service of cooling towers

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
Monthly basis	\$ 775.80
Annual	\$ 9,309.60

PARTS PERCENTAGE MARK-UP:

ANY ADDITIONAL CHARGES:



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 28 day of August 2014, by and between West Coast Environmental Services, 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 \$ 80,000 - Not To Exceed the following:
Provide labor and materials to perform proper and safe remediation/abatement and repair of biohazard materials as needed Districtwide
2. The term of the Contract shall begin on July 1, 2014 and end June 30, 2015.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1415076
Capistrano Unified School District

-1

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☐ Quote/Proposal, dated _____
- ☐ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☐ Purchase Order Number _____
- ☒ 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
- ☒ Other Compliance With Safety Regulations

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

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)



FEE SCHEDULE
PERIOD: July 1, 2014 to June 30, 2015

COMPANY NAME: West Coast Environmental

REP NAME: Michael Eric Elizalde

E-MAIL ADDRESS: envirowork@gmail.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

PROVIDE LABOR + MATERIAL TO PERFORM PROPER
+ SAFE REMEDIATION / ABATEMENT + REPAIR OF
BIOHAZARD MATERIALS AS NEEDED DISTRICT
WIDE.

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
MOLD REMEDIATION	\$27.45 / HR

PARTS PERCENTAGE MARK-UP:

N/A

ANY ADDITIONAL CHARGES:

N/A

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of August 28, 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").

ACETEC SECURITY 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 \$40,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing July 1, 2014 to June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____



FEE SCHEDULE
PERIOD July 1, 2014 to June 30, 2015

COMPANY NAME: ACETEC SECURITY SYSTEMS
 REP NAME: DOUGLAS ALVIN AUGERSON
 E-MAIL ADDRESS: DOUG@ACETECSECURITY.COM

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

FIRE / BURGLARY ALARM MONITORING

HOURLY RATE:

Description or Classification

Dollar (\$) Amount

SERVICE	85 ⁰⁰

PARTS PERCENTAGE MARK-UP:

ANY ADDITIONAL CHARGES:



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 28 day of August 2014, by and between Ben's Asphalt, 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 \$ 5,750.00 the following:
Ladera Ranch Middle School, Relocatable Classrooms - Construct five (5) portable asphalt ramps with up to 3" hot mix asphalt
2. The term of the Contract shall begin on 7/29/2014 and end Upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, 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.

Field Service Agreement # 1415079
Capistrano Unified School District

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 6/27/2014
- ☐ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number 341305
- ☒ 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
- ☒ Other Compliance With Safety Regulations

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

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Ben's Asphalt

2200 S. YALE ST., SANTA ANA, CA 92704

PHONE: (714) 231-9487 FAX: (714) 540-1709

PROPOSAL & CONTRACT

Company Information	Job Information
Capistrano Unified School District 33122 Valle Rd. San Juan Capistrano, CA 92675 Attn: Ryan Carter RJCARTER@capousd.org PHONE: (949) 234-9527 FAX:	Ladera Ranch M.S. 29551 Sienna Parkway Mission Viejo, CA Date: 6/27/14 PHONE: FAX:

We hereby propose to furnish all labor, material, equipment and supervision necessary to complete the following:

DESCRIPTION

PRICE

Asphalt Ramps

- 1.) Construct (5) Portable asphalt ramps with up to 3" hot mix asphalt per plans designed for concrete.

Asphalt Total \$ 5,750.00

*If additional asphalt is needed past 3" thick a change order will be issued.

[Handwritten Signature]
07/10/14

All material is guaranteed as specified above and to be completed in a workmanlike manner for the sum of:

Total payment due upon completion unless previously negotiated.

This proposal subject to Terms and Conditions On reverse.	SUBMITTED FOR YOUR APPROVAL <i>Jeremy Taylor</i> Project Manager
	ACCEPTANCE OF PROPOSAL The above prices, specifications, conditions, and terms of payment are accepted. You are authorized to proceed with the described work outlined above.
DATE:	SIGNATURE:



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 28 day of August 2014, by and between Ben's Asphalt, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 10,475.00 the following:
Ladera Ranch Middle School, Relocatable Classrooms - Patch Back 1,480 sq.ft. 4" thick hot mix asphalt, roll and compact. Grind and overlay as necessary to achieve ADA compliant parking stalls
2. The term of the Contract shall begin on 7/9/2014 and end Upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, 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.

Field Service Agreement 1415080
Capistrano Unified School District

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

☒ W-9 Request for Taxpayer Identification Number and Certification

☒ Quote/Proposal, dated 6/27/2014

☐ Plans and Specifications/Scope of Work

☒ Worker's Compensation Certificate

☒ Purchase Order Number 340610

☒ 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

☒ Other Compliance With Safety Regulations

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

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

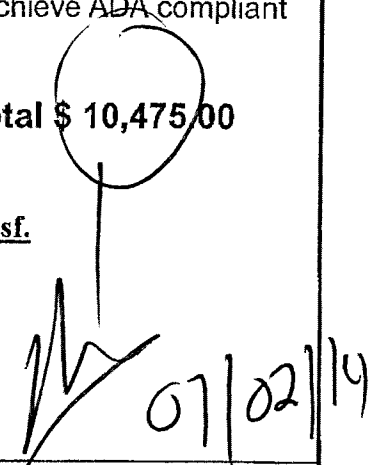
(Corporate Seal, if Incorporated)

Ben's Asphalt

2200 S. YALE ST., SANTA ANA, CA 92704
 PHONE: (714) 231-9487 FAX: (714) 540-1709

PROPOSAL & CONTRACT

Company Information	Job Information
Capistrano Unified School District 33122 Valle Rd. San Juan Capistrano, CA 92675 Attn: Ryan Carter RJCARTER@capousd.org PHONE: (949) 234-9527 FAX:	Ladera Ranch M.S. 29551 Sienna Parkway Mission Viejo, CA Date: 6/27/14 PHONE: FAX:

We hereby propose to furnish all labor, material, equipment and supervision necessary to complete the following:	
DESCRIPTION	PRICE
Asphalt – Patch Back 1.) Patch Back 1,480 square feet of 4" thick hot mix asphalt, roll and compact Asphalt – H/C Parking 2.) Grind and Overlay as necessary with new hot mix asphalt to achieve ADA compliant % in ADA parking stalls and path of travel per plan. <div style="text-align: right;"> Asphalt Total \$ 10,475.00 </div>	
<u>*If square footage exceeds the listed amount it will be charged @ \$4.95 / sf.</u>	
<div style="text-align: right;">  </div>	
All material is guaranteed as specified above and to be completed in a workmanlike manner for the sum of: Total payment due upon completion unless previously negotiated.	

This proposal subject to Terms and Conditions On reverse.	SUBMITTED FOR YOUR APPROVAL Jeremy Taylor Project Manager
ACCEPTANCE OF PROPOSAL	
The above prices, specifications, conditions, and terms of payment are accepted. You are authorized to proceed with the described work outlined above.	
DATE:	SIGNATURE:



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 28 day of August 2014, by and between Ben's Asphalt, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 10,850.00 the following:
San Juan Hills High School, Relocatable Classrooms - Patch back 2,650 sq.ft. 4" thick hot mix asphalt, roll and compact
2. The term of the Contract shall begin on July 9, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, 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.

Field Service Agreement 1415081
Capistrano Unified School District

-1

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 6/27/2014
- ☐ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number 340613
- ☒ 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
- ☒ Other Compliance With Safety Regulations

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

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

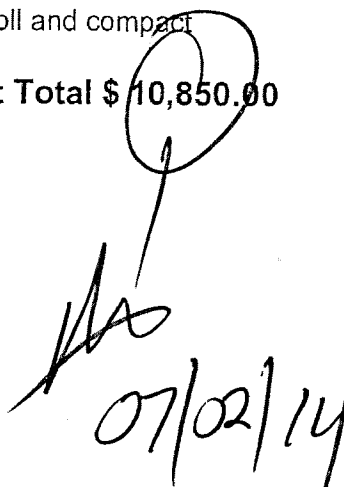
(Corporate Seal, if Incorporated)

Ben's Asphalt

2200 S. YALE ST., SANTA ANA, CA 92704
 PHONE: (714) 231-9487 FAX: (714) 540-1709

PROPOSAL & CONTRACT

Company Information	Job Information
Capistrano Unified School District 33122 Valle Rd. San Juan Capistrano, CA 92675 Attn: Ryan Carter RJCARTER@capousd.org PHONE: (949) 234-9527 FAX:	San Juan Hills High School 29211 Vista Montana San Juan Capistrano, CA Date: 6/27/14 PHONE: FAX:

We hereby propose to furnish all labor, material, equipment and supervision necessary to complete the following:	
DESCRIPTION	PRICE
Asphalt – Patch Back 1.) Patch Back 2,650 square feet of 4" thick hot mix asphalt, roll and compact	
	Asphalt Total \$ 10,850.00
	
All material is guaranteed as specified above and to be completed in a workmanlike manner for the sum of:	
Total payment due upon completion unless previously negotiated.	

This proposal subject to Terms and Conditions On reverse.	SUBMITTED FOR YOUR APPROVAL Jeremy Taylor Project Manager
ACCEPTANCE OF PROPOSAL	
The above prices, specifications, conditions, and terms of payment are accepted. You are authorized to proceed with the described work outlined above.	
DATE:	SIGNATURE:



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 28 day of August 2014, by and between Ben's Asphalt, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 7,675.00 the following:
San Juan Hills High School, Relocatable Classrooms - Construct ten (10) portable asphalt ramps with up to 3" hot mix asphalt
2. The term of the Contract shall begin on July 29, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, 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.

Field Service Agreement 1415082
Capistrano Unified School District

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 6/27/2014
- ☐ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number 341285
- ☒ 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
- ☒ Other Compliance With Safety Regulations

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

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Ben's Asphalt

2200 S. YALE ST., SANTA ANA, CA 92704

PHONE: (714) 231-9487 FAX: (714) 540-1709

PROPOSAL & CONTRACT

Company Information	Job Information
Capistrano Unified School District 33122 Valle Rd. San Juan Capistrano, CA 92675 Attn: Ryan Carter RJCARTER@capousd.org PHONE: (949) 234-9527 FAX:	San Juan Hills High School 29211 Vista Montana San Juan Capistrano, CA Date: 6/27/14 PHONE: FAX:

We hereby propose to furnish all labor, material, equipment and supervision necessary to complete the following:

DESCRIPTION

PRICE

Asphalt Ramps

- 1.) Construct (10) Portable asphalt ramps with up to 3" hot mix asphalt per plans designed for concrete.

Asphalt Total \$ 7,675.00

*If additional asphalt is needed past 3" thick a change order will be issued.

Handwritten signature and date: 07/10/14

All material is guaranteed as specified above and to be completed in a workmanlike manner for the sum of:
 Total payment due upon completion unless previously negotiated.

This proposal subject to Terms and Conditions
 On reverse.

SUBMITTED FOR YOUR APPROVAL

Jeremy Taylor

Project Manager

ACCEPTANCE OF PROPOSAL

The above prices, specifications, conditions, and terms of payment are accepted. You are authorized to proceed with the described work outlined above.

DATE:

SIGNATURE:

**EXTENSION NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213107**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROFESSIONAL TUTORS OF AMERICA, INCORPORATED

Independent Contractor Agreement No. ICA 1213107 called for an original contract period of September 5, 2012 , through September 4, 2013.

The agreement with Professional Tutors of America, Inc. shall be extended an additional 12 months, for the period September 5, 2014, through September 4, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,125.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Professional Tutors of America, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



EXHIBIT A

FEE SCHEDULE

Capistrano USD – Indian Education Program

Company: Professional Tutors of America, Inc.

Contact: Jonas Maceda

Address: 3350 E. Birch Street, Suite 108, Brea, CA 92821

Phone: (800) 832-2487

Fax: (714) 671-1887

Email: Jonas@professional tutors.com

Description of Services:

We provide individualized tutoring instruction (always One-to-One) in all subjects. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. Each student must have a 506 form on file with CUSD. We have been providing one-to-one tutoring for over 30 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and many of them have had teaching experience in either public or private schools. We have a strong, proven record with over 300 school districts, improving academic skills, motivating students, and building self-confidence.

Terms of Payment: \$55.00 per hour

Rates will be in effect: July 1, 2014 – June 30, 2015.

Signature: _____

Date: _____

7/14/14

Name: Jonas Maceda, Program Manager

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213107**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROFESSIONAL TUTORS OF AMERICA, INC.

Independent Contractor Agreement No. ICA 1213107 called for an original contract period of September 5, 2012 , through September 4, 2013.

The agreement with Professional Tutors of America, Inc. shall be extended an additional 12 months, for the period September 5, 2013, through September 4, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$25,410.


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


DISTRICT

CONSULTANT

Capistrano Unified School District

Professional Tutors of America, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

Robert Harraka
Print Name

Director, Purchasing

CEO
Title

Date: 9/10/13

Date: 8-15-13



FEE SCHEDULE

Capistrano USD – Indian Education Program

Company: Professional Tutors of America, Inc.
Contact: Jonas Maceda
Address: 3350 E. Birch Street, Suite 108, Brea, CA 92821
Phone: (800) 832-2487
Fax: (714) 996-0625
Email: Jonas@professional tutors.com

Description of Services:

We provide individualized tutoring instruction (always One-to-One) in all subjects. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. Each student must have a 506 form on file with CUSD. We have been providing one-to-one tutoring for over 30 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and many of them have had teaching experience in either public or private schools. We have a strong, proven record with over 300 school districts, improving academic skills, motivating students, and building self-confidence.

Terms of Payment: \$55.00 per hour

Rates will be in effect: July 1, 2013 – June 30, 2014.

Signature: _____

Date: _____

JULY 9, 2013

Name: Jonas Maceda, Program Manager

**INDEPENDENT CONTRACTOR AGREEMENT**

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

PROFESSIONAL TUTORS OF AMERICA

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 \$31,304.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/01/12-8/31/13 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 Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 8/20/12Signature: Robert Harraka

Name: Robert Harraka

Title: CEO

Address: 3350 E. Birch St. Ste. 108

Brea, CA 92821

Email Address: robert@professionaltuors.comFEIN/SSN: 33-0015574

FEE SCHEDULE

Capistrano USD – Indian Education Program

Company: Professional Tutors of America, Inc.
Contact: Jonas Maceda
Address: 3350 E. Birch Street, Suite 108, Brea, CA 92821
Phone: (800) 832-2487
Fax: (714) 996-0625
Email: Jonas@professional tutors.com

Description of Services:

We provide individualized tutoring instruction (always One-to-One) in all subjects. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. Each student must have a 506 form on file with CUSD. We have been providing one-to-one tutoring for over 28 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and many of them have had teaching experience in either public or private schools. We have a strong, proven record with over 250 school districts, improving academic skills, motivating students, and building self-confidence.

Terms of Payment: \$52.00 per hour

Rates will be in effect: July 1, 2012 – June 30, 2013.

Signature: Jonas Maceda

Date: 7/23/12

Name: Jonas Maceda, Program Manager

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314042**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GUIDA SURVEYING, INCORPORATED

The Independent Contractor Agreement ICA 1314042 with Capistrano Unified School District and Guida Surveying, Incorporated, called for an original contract period of September 1, 2013, through August 31, 2014.

The contract with Capistrano Unified School District and Guida Surveying, Incorporated shall be extended an additional twelve (12) months, covering the period September 1, 2014, through August 31, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$80,000.

Except as set forth in this Extension Agreement, and Board approved on July 24, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Guida Surveying, Incorporated

By: _____
Signature

Print Name

Title

Date: _____

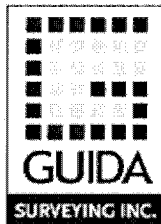


EXHIBIT A

Hourly Rate Schedule 2014

RATE	PER	PERSONNEL
\$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
\$250.00	HOUR	2 MAN SURVEY CREW
\$340.00	HOUR	3 MAN SURVEY CREW
\$ 75.00	HOUR	RESEARCH CLERICAL
\$120.00	HOUR	DRAFT / MAPPING DESIGNER
\$140.00	HOUR	PROJECT SURVEYOR
\$160.00	HOUR	PROJECT MANAGER / L.S.
\$190.00	HOUR	SR. PROJECT MANAGER / DIRECTOR / PRINCIPAL
15% will be added to all reproduction, research material, and delivery services Overtime is 1.5 times rates listed above		
Mileage will be billed at the federal rate		



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 25, 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").

GUIDA SURVEYING, 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 \$80,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing September 1, 2013 to August 31, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 7/24/13

CONTRACTOR

Signature: Ralph W. Guida IV
 Name: RALPH W GUIDA IV
 Title: PRESIDENT
 Address: 9241 IRVINE BLVD STE 100
IRVINE CA 92618
 Email Address: RGUIDA@CGUIDASURVEYING.COM
 FEIN/SSN: 33-0668606



May 29, 2013

John Forney
Executive Director of Facility
Capistrano Unified School District
33122 Valley Rd
San Juan Capistrano, 92675

Subject: On call as needed Grade Checking Surveying Services for San Juan Capistrano High School Lunch Pavilion and Music Plaza.

Dear John

I'm please to submit this proposal for the following scope work. This scope is based on my conversation with Eden Co Inc and my understanding of projects requirements. This proposal is a negotiated fee as shown below. Guida Surveying will perform the following scope of service as directed by the school district representative.

Grade Checking/Quality Control and Quality Insurance Services

Guida Surveying will perform the following services

1. Verify existing survey stakes to confirm the location and elevation.
2. Verify forms, trenched footings, block wall heights, embed location and other items as directed.
3. Provide all finds measurements to field representative.
4. Provide Survey Construction verification.
5. Provide as needed staking for conceptual and visual field location. (not for any construction staking)
6. Coordinate with Districts Inspector of Record (I.O.R.)

Negotiated fee for above services.

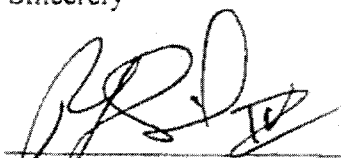
- Half day (up to 4 hours) 2 man survey team \$800.00
- Full day 2 man survey team \$1400.00
- No office support is required per our discussion
- Attached are our standard billing rates for any work outside of the above scope.

Budget on a as needed basis

\$80,000.00

If you have any question please call me at 949-777-2000.

Sincerely


Ralph Guida IV, PLS 7076
Guida Surveying, Inc.

1 of 2

Orange County Irvine-Corporate-9241 Irvine Blvd Ste 100 Irvine CA 92618 Phone 949-777-2000 Fax 949-777-2050
San Francisco Bay Area -4695 Chabot Drive Ste 200 Pleasanton CA 94588 Phone 925-558-2756 Fax 949-777-2050
San Diego County San Marcos-135 Vallec Phone 760-759-2200 Fax 760-759-2219



GUIDA SURVEYING RATES

Rates effective May 1, 2013 through June 30, 2014

RATE	PER	PERSONNEL
\$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
\$240.00	HOUR	2 MAN SURVEY CREW
\$340.00	HOUR	3 MAN SURVEY CREW
\$ 75.00	HOUR	RESEARCH CLERICAL
\$115.00	HOUR	DRAFT / CADD OPERATOR
\$140.00	HOUR	PROJECT SURVEYOR
\$160.00	HOUR	PROJECT MANAGER/L.S.
\$190.00	HOUR	SENIOR PROJECT MANAGER
\$220.00	HOUR	PRINCIPAL
\$125.00	per person	PER DIEM
Overtime is 1.5 times rates listed-Night work 2.0 times rate above		
15% will be added to all reproduction, research material, and delivery services		
Mileage will be billed at the federal rate		

2 of 2

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314047**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

KNOWLAND CONSTRUCTION SERVICES

The Independent Contractor Agreement ICA 1314047 with Capistrano Unified School District and Knowland Construction Services, called for an original contract period of September 1, 2013, through August 31, 2014.

The contract with Capistrano Unified School District and Knowland Construction Services, shall be extended an additional twelve (12) months, covering the period September 1, 2014, through August 31, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$100,000.

Except as set forth in this Extension Agreement, and Board approved on August 14, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Knowland Construction Services

By: _____
Signature

Print Name

Title

Date: _____

July 28, 2014

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

**Attention: Donna Antifae, Buyer/Planner
Purchasing**

Re: *Current Fee Schedule*

Dear Donna;

Pursuant to your recent email, this letter shall serve to confirm our current fees. They are as follows:

DSA Class I	\$73.00/hr
DSA Class II	\$64.00/hr
DSA Class III	\$60.00/hr
Assistant to IOR	\$56.00/hr

Please feel free to contact me if you have any questions. I can be reached at 626-757-4141.

We look forward to working with the District again and thank you for the opportunity.

Sincerely,



Diane Knowland

Enclosure



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of August 15, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

KNOWLAND CONSTRUCTION SERVICES

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$100,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing September 1, 2013 – August 31, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett
 Name: Terry Fluett
 Title: Director, Purchasing
 Board Approval Date: 8/14/13

CONTRACTOR

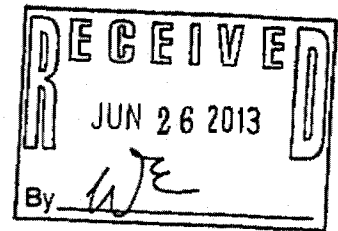
Signature: Christopher Knowland
 Name: Christopher Knowland
 Title: President Operations
 Address: 33 Narcissa Drive
Rancho Palos Verdes, Ca 90275
 Email Address: chris.k@knowlandinc.com
 FEIN/SSN: 20-4112757

e.k@knowlandinc.com
 No. 1314047

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EXHIBIT A

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



Knowland Construction Services

June 25, 2013

PROPOSAL FOR PROJECT INSPECTORS

SCHOOL DISTRICT: Capistrano Valley Unified School District

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

PROJECT: Capistrano Valley High School Lunch Pavilion & Music Court

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

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

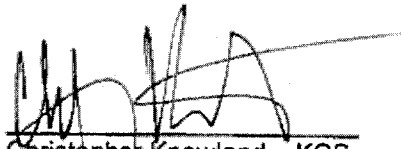
TOTAL ESTIMATE: Not to exceed \$100,000.00

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

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

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

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


Christopher Knowland – KCS
Knowland Inc.

Agent – Capistrano Unified School District

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314048**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

**NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES
CONSULTANTS**

The Independent Contractor Agreement ICA 1314048 with Capistrano Unified School District and Ninyo & Moore Geotechnical and Environmental Sciences Consultants, called for an original contract period of September 1, 2013, through August 31, 2014.

The contract with Capistrano Unified School District and Ninyo & Moore Geotechnical and Environmental Sciences Consultants, shall be extended an additional twelve (12) months, covering the period September 1, 2014, through August 31, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$60,000.

Except as set forth in this Extension Agreement, and Board approved on August 14, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

**Ninyo Moore Geotechnical &
Environmental Sciences Consultants**

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT A

July 24, 2014
Project No. 208238002

Ms. Donna Antifae
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Subject: Contract Renewal for Inspection and Testing Services
Capistrano Valley High School Performing Arts Project
Mission Viejo, California

Dear Ms. Antifae:

We have received your e-mail requesting a renewal of our contract at the current rates. We have already provided a discount of 15 percent on our non prevailing wage staff types and we have absorbed previous prevailing wage increases while not increasing our prevailing wage rates. We agree to provide our services at the current rates for non-prevailing wage staff types. Due to the continued increases in prevailing wages that we are required to pay by law, we will adjust our field technician and inspector rates accordingly. Per the attached notice by The Department of Industrial Relations, effective July 7, 2014, a \$2.00 per hour increase is required. Accordingly, only the hourly rates for prevailing wage staff types will be increased by \$2.00. We have attached a copy of our proposed 2014-2015 Schedule of Fees. Due to continued increases in fuel costs, our hourly rate for Vehicle and Equipment usage will also be adjusted by \$1.00.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to continuing our services.

Respectfully submitted,
NINYO & MOORE



A. "Tino" Rodriguez
Principal, Construction Services



Jalal Vakili, PhD, PE
Principal Engineer

AR/JV/lr

Attachments: Proposed Schedule of Fees
Proposed Schedule of Fees for Laboratory Testing
Predetermined Prevailing Wage Increases

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

PROPOSED SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL	CURRENT RATE	ADJUSTED RATE
Principal Engineer/Geologist/Environmental Scientist	\$ 119	119
Senior Engineer/Geologist/Environmental Scientist	\$ 114	114
Senior Project Engineer/Geologist/Environmental Scientist	\$ 109	109
Project Engineer/Geologist/Environmental Scientist	\$ 106	106
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 93	93
Staff Engineer/Geologist/Environmental Scientist	\$ 82	82
GIS Analyst	\$ 82	82
Field Operations Manager	\$ 85	85
Supervisory Technician*	\$ 85	87
Nondestructive Examination Technician, UT, MT, LP*	\$ 85	87
Pull Test Technician and Equipment*	\$ 85	87
Senior Field/Laboratory Technician*	\$ 71	73
Field/Laboratory Technician*	\$ 71	73
ACI Concrete Technician*	\$ 71	73
Concrete/Asphalt Batch Plant Inspector	\$ 71	73
Special Inspector, Reinforced Concrete*	\$ 71	73
Special Inspector, Pre-stressed Concrete*	\$ 71	73
Special Inspector, Reinforced Masonry*	\$ 71	73
Special Inspector, Structural Steel*	\$ 71	73
Special Inspector, Welding, AWS*	\$ 71	73
Special Inspector, Fireproofing*	\$ 71	73
Technical Illustrator/CAD Operator	\$ 59	59
Geotechnical/Environmental/Laboratory Assistant	\$ 45	45
Information Specialist	\$ 44	44
Data Processing, Technical Editing, or Reproduction	\$ 38	38

OTHER CHARGES

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

NOTES (Field Services)

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

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

INVOICES

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

TERMS AND CONDITIONS

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

ALL RATES BELOW WILL BE REDUCED BY 10 PERCENT

PROPOSED SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price Per Test

Soils		
Atterberg Limits, D 4318, CT 204.....	\$ 145	
California Bearing Ratio (CBR), D 1883.....	\$ 440	
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135	
Consolidation, D 2435, CT 219	\$ 275	
Consolidation – Time Rate, D 2435, CT 219	\$ 70	
Direct Shear – Remolded, D 3080	\$ 290	
Direct Shear – Undisturbed, D 3080.....	\$ 250	
Durability Index, CT 229	\$ 150	
Expansion Index, D 4829, UBC 18-2	\$ 165	
Expansion Potential (Method A), D 4546.....	\$ 145	
Expansive Pressure (Method C), D 4546	\$ 145	
Geofabric Tensile and Elongation Test, D 4632.....	\$ 165	
Hydraulic Conductivity, D 5084	\$ 300	
Hydrometer Analysis, D 422, CT 203.....	\$ 190	
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110	
Moisture Only, D 2216, CT 226	\$ 30	
Moisture and Density, D 2937	\$ 39	
Permeability, CH, D 2434, CT 220	\$ 230	
pH and Resistivity, CT 643	\$ 140	
Proctor Density D 1557, D 698, CT 216, &	\$ 180	
AASHTO T-180 (Rock corrections add \$80)		
R-value, D 2844, CT 301	\$ 250	
Sand Equivalent, D 2419, CT 217	\$ 90	
Sieve Analysis, D 422, CT 202.....	\$ 110	
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 90	
Specific Gravity, D 854	\$ 90	
Triaxial Shear, C.D, D 4767, T 297.....	\$ 390	
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 330	
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 190	
Triaxial Shear, U.U., D 2850	\$ 140	
Unconfined Compression, D 2166, T 208	\$ 100	
Wax Density, D 1188	\$ 90	
Roofing		
Built-up Roofing, cut-out samples, D 2829	\$ 165	
Roofing Materials Analysis, D 2829.....	\$ 500	
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 190	
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 190	
Masonry		
Brick Absorption, 24-hour submersion, C 67	\$ 45	
Brick Absorption, 5-hour boiling, C 67	\$ 55	
Brick Absorption, 7-day, C 67	\$ 60	
Brick Compression Test, C 67	\$ 45	
Brick Efflorescence, C 67	\$ 45	
Brick Modulus of Rupture, C 67	\$ 40	
Brick Moisture as received, C 67	\$ 35	
Brick Saturation Coefficient, C 67	\$ 50	
Concrete Block Compression Test, 8x8x16, C 140	\$ 60	
Concrete Block Conformance Package, C 90	\$ 440	
Concrete Block Linear Shrinkage, C 426	\$ 120	
Concrete Block Unit Weight and Absorption, C 140	\$ 55	
Cores, Compression or Shear Bond, CA Code.....	\$ 55	
Masonry Grout, 3x3x6 prism compression, UBC 21-18.....	\$ 30	
Masonry Mortar, 2x4 cylinder compression, UBC 21-16.....	\$ 30	
Masonry Prism, half size, compression, UBC 21-17.....	\$ 110	
Concrete		
Cement Analysis Chemical and Physical, C 109.....	\$ 1,650	
Compression Tests, 6x12 Cylinder, C 39	\$ 22	
Concrete Mix Design Review, Job Spec.....	\$ 140	
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750	
Concrete Cores, Compression (excludes sampling), C 42	\$ 55	
Drying Shrinkage, C 157	\$ 250	
Flexural Test, C 78	\$ 50	
Flexural Test, C 293.....	\$ 55	
Flexural Test, CT 523	\$ 60	
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250	
Jobsite Testing Laboratory	Quote	
Lightweight Concrete Fill, Compression, C 495	\$ 40	
Petrographic Analysis, C 856	\$ 1,100	
Splitting Tensile Strength, C 496.....	\$ 80	
Reinforcing and Structural Steel		
Fireproofing Density Test, UBC 7-6	\$ 55	
Hardness Test, Rockwell, A-370.....	\$ 50	
High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 120	
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95	
Pre-Stress Strand (7 wire), A 416	\$ 140	
Chemical Analysis, A-36, A-615.....	\$ 120	
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 50	
Structural Steel Tensile Test: Up to 200,000 lbs.		
(machining extra), A 370	\$ 70	
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 55	
Asphalt Concrete		
Asphalt Mix Design, Caltrans	\$ 2,200	
Asphalt Mix Design Review, Job Spec.....	\$ 150	
Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$ 215	
Film Stripping, CT 302	\$ 100	
Hveem Stability and Unit Weight CTM or ASTM, CT 366.....	\$ 195	
Marshall Stability, Flow and Unit Weight, T-245	\$ 215	
Maximum Theoretical Unit Weight, D 2041	\$ 120	
Swell, CT 305	\$ 165	
Unit Weight sample or core, D 2726, CT 308	\$ 90	
Aggregates		
Absorption, Coarse, C 127	\$ 35	
Absorption, Fine, C 128	\$ 35	
Clay Lumps and Friable Particles, C 142.....	\$ 100	
Cleaness Value, CT 227	\$ 120	
Crushed Particles, CT 205	\$ 140	
Durability, Coarse, CT 229	\$ 130	
Durability, Fine, CT 229	\$ 130	
Los Angeles Abrasion, C 131 or C 535.....	\$ 180	
Mortar making properties of fine aggregate, C 87	\$ 275	
Organic Impurities, C 40	\$ 55	
Potential Reactivity of Aggregate (Chemical Method), C 289.....	\$ 390	
Sand Equivalent, CT 217	\$ 90	
Sieve Analysis, Coarse Aggregate, C 136	\$ 105	
Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 105	
Sodium Sulfate Soundness (per size fraction), C 88	\$ 160	
Specific Gravity, Coarse, C 127	\$ 75	
Specific Gravity, Fine, C 128	\$ 85	

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

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

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



PREDETERMINED INCREASES FOR

OPERATING ENGINEER (SC-23-63-2-2014-1)
OPERATING ENGINEER (MULTI-SHIFT) (SC-23-63-2-2014-1)
OPERATING ENGINEER (SPECIAL SHIFT) (SC-23-63-2-2014-1)

CRANES, PILE DRIVER AND HOISTING EQUIPMENT
(OPERATING ENGINEER) (SC-23-63-2-2014-1B)
CRANES, PILE DRIVER AND HOISTING EQUIPMENT
(OPERATING ENGINEER, MULTI-SHIFT) (SC-23-63-2-2014-1B1)
CRANES, PILE DRIVER AND HOISTING EQUIPMENT
(OPERATING ENGINEER, SPECIAL SHIFT) (SC-23-63-2-2014-1B2)

TUNNEL (OPERATING ENGINEER) (SC-23-63-2-2014-1C)
TUNNEL (OPERATING ENGINEER) (SC-23-63-2-2014-1C1) (MULTI-SHIFT)

BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND MATERIAL TESTER,
AND NON-DESTRUCTIVE TESTING (SC-23-63-2-2014-1D)
BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND MATERIAL TESTER,
AND NON-DESTRUCTIVE TESTING (SPECIAL SHIFT) (SC-23-63-2-2014-1D1)
BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND MATERIAL TESTER,
AND NON-DESTRUCTIVE TESTING (MULTI-SHIFT) (SC-23-63-2-2014-1D2)

ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

These predetermined increases for the above named crafts apply to the current determinations for work being performed on public works projects with bid advertisement dates on or after **March 4, 2014**, until these determinations are superseded by a new determination(s) or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

OPERATING ENGINEER: All Classifications and All Shifts

The above determinations are currently in effect and will expire on July 6, 2014**.

Effective on July 7, 2014, there will be an increase of \$2.00 allocated as follows: \$0.85 to the Basic Hourly Rate, \$1.10 to Pension and \$0.05 to Vacation/Holiday.

Effective on July 6, 2015, there will be an increase of \$2.00 to be allocated to wages and/or fringes.

There will be no further increases applicable to these determinations.

Issued 2/22/2014, Effective 3/4/2014

This page will be updated when wage rate breakdown information becomes available.

Last Updated: July 14, 2014



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of August 15, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$60,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing September 1, 2013 – August 31, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR Ninyo & Moore

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 8/14/13

Signature: Jalal Vakili

Name: Jalal Vakili

Title: Principal Engineer

Address: 475 Goddard, Suite 200
Irvine, CA 92618

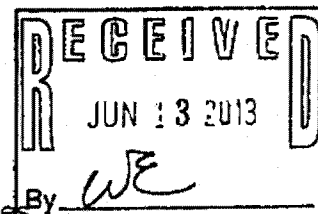
Email Address: jvakili@ninyoandmoore.com

FEIN/SSN 33-0269828



June 13, 2013
Project No. 208238001

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



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

Dear Mr. Forney:

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

SCOPE OF SERVICES

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

Project Coordination and Technical Support

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

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

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

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

Specialty Inspection and Materials Testing Services

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

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

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

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

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

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

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

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

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

ASSUMPTIONS

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

We assume our services are subject to prevailing wage requirements.

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

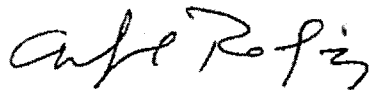
Our estimated fee does not include stand-by time or costs associated with retesting or re-inspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. Hours spent that exceed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

ESTIMATED FEE

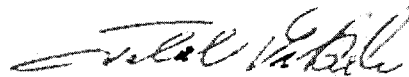
We propose to provide specialty inspection and materials testing services on a time-and-materials basis in accordance with the attached Schedule of Fees and Schedule of Fees for Laboratory Testing. Our estimated fee for the scope of services described herein for specialty inspection and materials testing services is presented in the attached Table 1. Our fee for the services outlined in Table 1 will not exceed \$60,000 (sixty thousand dollars). The rates for non-prevailing wage staff types as shown on Table 1 and our Schedule of Fees are discounted rates from the CUSD Contract No. 11011111 established in 2011. The rates were derived from a 10 percent discount applied in 2012 and another 5 percent discount applied in 2013.

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

Respectfully submitted,
NINYO & MOORE



A. "Tino" Rodriguez
Principal/Construction Services



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

RAH/AR/CAP/JV/mlc/lr

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

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

TABLE 1 - BREAKDOWN OF ESTIMATED FEE

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

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

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

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

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

OK 7/6/13
OK 6/13/13
Ningo & Moore

PROPOSED SCHEDULE OF FEES

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

OTHER CHARGES

Expert Witness Testimony	\$ 306 /hr
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Nuclear Density Gauge Usage	\$ 9 /hr
Field Vehicle Usage	\$ 8 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

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

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ALL RATES BELOW WILL BE REDUCED BY 10 PERCENT

PROPOSED SCHEDULE OF FEES FOR LABORATORY TESTING

Laboratory Test, Test Designation, and Price Per Test

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Consolidation, D 2435, CT 219	\$ 275
Consolidation - Time Rate, D 2435, CT 219	\$ 70
Direct Shear - Remolded, D 3080	\$ 290
Direct Shear - Undisturbed, D 3080	\$ 250
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Expansion Index, D 4829, UBC 18-2	\$ 185
Expansion Potential (Method A), D 4546	\$ 145
Expansive Pressure (Method C), D 4546	\$ 145
Geotextile Tensile and Elongation Test, D 4632	\$ 165
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 422, CT 203	\$ 190
Moisture, Ash & Organic Matter of Peat/Organic Soils	\$ 110
Moisture Only, D 2216, CT 226	\$ 30
Moisture and Density, D 2937	\$ 39
Permeability, CH, D 2434, CT 220	\$ 230
pH and Resistivity, CT 643	\$ 140
Proctor Density D 1557, D 699, CT 216, & AASHTO T-180 (Rock corrections add \$80)	\$ 180
R-value, D 2944, CT 301	\$ 250
Sand Equivalent, D 2419, CT 217	\$ 90
Sieve Analysis, D 422, CT 202	\$ 110
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 90
Specific Gravity, D 854	\$ 90
Triaxial Shear, C.U., D 4767, T 297	\$ 390
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	\$ 330
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	\$ 190
Triaxial Shear, U.U., D 2850	\$ 140
Unconfined Compression, D 2166, T 208	\$ 100
Wax Density, D 1183	\$ 90
Roofing	
Built-up Roofing, cut-out samples, D 2829	\$ 165
Roofing Materials Analysis, D 2829	\$ 500
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 190
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 190
Masonry	
Brick Absorption, 24-hour submersion, C 67	\$ 45
Brick Absorption, 5-hour boiling, C 67	\$ 55
Brick Absorption, 7-day, C 67	\$ 60
Brick Compression Test, C 67	\$ 45
Brick Efflorescence, C 67	\$ 45
Brick Modulus of Rupture, C 67	\$ 40
Brick Moisture as received, C 67	\$ 35
Brick Saturation Coefficient, C 67	\$ 50
Concrete Block Compression Test, 8x8x16, C 140	\$ 60
Concrete Block Conformance Package, C 90	\$ 440
Concrete Block Linear Shrinkage, C 426	\$ 120
Concrete Block Unit Weight and Absorption, C 140	\$ 55
Cores, Compression or Shear Bond, CA Code	\$ 55
Masonry Grout, 3x3x6 prism compression, UBC 21-18	\$ 30
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 30
Masonry Prism, half size, compression, UBC 21-17	\$ 110
Concrete	
Cement Analysis Chemical and Physical, C 109	\$ 1,650
Compression Tests, 6x12 Cylinder, C 39	\$ 22
Concrete Mix Design Review, Job Spec.	\$ 140
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750
Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Drying Shrinkage, C 157	\$ 250
Flexural Test, C 78	\$ 50
Flexural Test, C 293	\$ 55
Flexural Test, CT 523	\$ 60
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Job Site Testing Laboratory	Quote
Lightweight Concrete Fill, Compression, C 495	\$ 40
Petrographic Analysis, C 856	\$ 1,100
Splitting Tensile Strength, C 495	\$ 80
Reinforcing and Structural Steel	
Fireproofing Density Test, UBC 7-6	\$ 55
Hardness Test, Rockwell, A-370	\$ 50
High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 120
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Pre-Stress Strand (7 wire), A 415	\$ 140
Chemical Analysis, A-36, A-615	\$ 120
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 50
Structural Steel Tensile Test: Up to 200,000 lbs (machining extra), A 370	\$ 70
Welded Reinforcing Tensile Test, Up to No. 11 bars, ACI	\$ 55
Asphalt Concrete	
Asphalt Mix Design, Caltrans	\$ 2,200
Asphalt Mix Design Review, Job Spec.	\$ 150
Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$ 215
Film Stripping, CT 302	\$ 100
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 195
Marshall Stability, Flow and Unit Weight, T-245	\$ 215
Maximum Theoretical Unit Weight, D 2041	\$ 120
Swell, CT 305	\$ 165
Unit Weight sample or core, D 2726, CT 306	\$ 90
Aggregates	
Absorption, Coarse, C 127	\$ 35
Absorption, Fine, C 128	\$ 35
Clay Lumps and Friable Particles, C 142	\$ 100
Cleanliness Value, CT 227	\$ 120
Crushed Particles, CT 205	\$ 140
Durability, Coarse, CT 229	\$ 130
Durability, Fine, CT 229	\$ 130
Los Angeles Abrasion, C 131 or C 535	\$ 180
Mortar making properties of fine aggregate, C 87	\$ 275
Organic Impurities, C 40	\$ 55
Potential Reactivity of Aggregate (Chemical Method), C 299	\$ 390
Sand Equivalent, CT 217	\$ 90
Sieve Analysis, Coarse Aggregate, C 136	\$ 105
Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 105
Sodium Sulfate Soundness (per size fraction), C 68	\$ 160
Specific Gravity, Coarse, C 127	\$ 75
Specific Gravity, Fine, C 128	\$ 85

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

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

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314049**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ANOTHER PERSPECTIVE, INCORPORATED

The Independent Contractor Agreement ICA 1314049 with Capistrano Unified School District and Another Perspective, Incorporated, called for an original contract period of September 1, 2013, through August 31, 2014.

The contract with Capistrano Unified School District and Another Perspective, Incorporated, shall be extended an additional twelve (12) months, covering the period September 1, 2014, through August 31, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$10,000.

Except as set forth in this Extension Agreement, and Board approved on August 14, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

Another Perspective, Incorporated

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT A
ANOTHER PERSPECTIVE INC

ANOTHER PERSPECTIVE, INC.
FEE SCHEDULE 2014

PERSONNEL	HOURLY RATE
API Principals/Officer	\$ 175.00 Hr
API Sr. Construction Manager	\$ 145.00 Hr
API Construction Manager	\$ 135.00 Hr
API Project Managers	\$ 105.00 Hr
API Estimators	\$ 130.00 Hr
API Schedulers	\$ 125.00 Hr
API Project Engineers	\$ 90.00 Hr
API Office / Field Administration	\$ 70.00 Hr
API Constructability Review / Value Engineering	\$ 130.00 Hr
API Claims Prevention and Resolution	\$ 185.00 Hr

- NOTE** All expenses to be reimbursed plus 10%
1. API Trade Labor to be charged at burdened wage rate plus 15%
 2. Equipment, Tools and Implements to be charged at cost plus 15%
 3. Test and Inspection Services to be charged at cost plus 12.5%
 4. Professional disciplines to be charged at cost plus 12.5%

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of August 15, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

ANOTHER PERSPECTIVE, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing September 1, 2013 – August 31, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

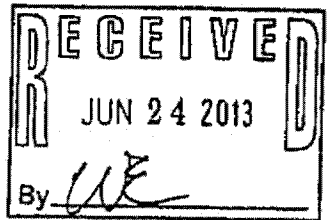
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICTBy: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 8/14/13**CONTRACTOR**Signature: BEN MENASHEROVName: BEN MENASHEROVTitle: PRESIDENT / CEOAddress: 24040 CAMINO DEL AVION #A2MONARCH BEACH, CA 92629Email Address: BENM@ANOTHERPERSPECTIVEINC.FEIN/SSN: 45-4627544



ANOTHER PERSPECTIVE INC

June 24, 2013

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

Ref: Capistrano Unified School District

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

Dear Mr. Eden:

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

API estimates this effort and the preparation of the scheduling services will include the development and review of the project baseline schedule during the summer of 2013. We will also provide four updates and reviews from September through December 2013. API has established this proposal to develop and implement the services listed above for a Not to Exceed price of **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)**.

- | | |
|---|----------------|
| 1. Plan review, prepare construction activities and durations = | 18 hrs. |
| 2. Prepare, review and submit baseline schedule = | 16 hrs. |
| 3. Final review and approval by EDENCO = | 8 hrs. |
| 4. Final revisions and finalize baseline CPM schedule = | 10 hrs. |
| 5. <u>Four monthly reviews, analyze and updates =</u> | <u>32 hrs.</u> |

Total Not to Exceed amount = 84 hrs. X \$120/hour = \$10,080.00

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

Sincerely,

ANOTHER PERSPECTIVE, INC.

Ben Menashero
Ben Menashero
President and CEO

"Experts in Construction Solutions"

24040 Camino Del Avion, # A 223 / Monarch Beach, CA 92629

Phone: (949) - 212-3523

ANOTHER PERSPECTIVE INC

ANOTHER PERSPECTIVE, INC.

FEE SCHEDULE 2013

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

NOTE

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

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA1314060**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CAMPCO DAY CAMPS

The Independent Contractor Agreement ICA 1314060 with Capistrano Unified School District and Campco Day Camps called for an original contract period of September 5, 2013, through September 4, 2014.

The agreement with Campco Days Camps and Capistrano Unified School District shall be extended an additional 12 months, for the contract period of September 5, 2014, through September 4, 2015 for a not to exceed amount of \$24,265.

Except as set forth in this Extension Agreement, and Board approved on August 28, 2013, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

Campco Day Camps

By: _____
Signature

Print Name

Title

Date: _____



26861 Trabuco Road, Suite E-121
Mission Viejo, CA 92691
(949) 643-9008
www.CampcoDayCamps.com

July 23, 2014

Kristen Nelson, Principal
LAS PALMAS ELEMENTARY SCHOOL
1101 Calle Puente
San Clemente, CA 92672

Re: Physical Education Program, 2014/2015

Dear Kristen,

Thank you for your interest in having CampCo provide the Las Palmas P.E. Program for the 2014/2015 school year. Per our discussion, attached is the Agreement for this program with the following adjustments; 1) I have lowered our hourly rate by \$1 per hour, and 2) I have removed the charges for program equipment with the understanding that Las Palmas will find additional funds to cover the cost of and purchase reasonably-priced P.E. Equipment for this program.

CampCo will provide five staff per day, arriving 15 minutes prior to the program start-time and finishing after the last class and clean-up. Activities may include stretching techniques, various sports, relay games, health education, lawn games, Zumba dance, yoga, traditional playground games and more.

PE Program Days & Times:

WEDNESDAYS

Time	Grade	Notes
10:15am-10:30am	No Classes	Staff set-up & prep
10:30am-11:15am	1 st	
11:30am-12:15pm	Kindergarten	
12:25pm-1:25pm	2 nd	
1:25pm-1:40pm	No Classes	Staff clean-up

THURSDAYS

Time	Grade	Notes
10:15am-10:30am	No Classes	Staff set-up & prep
10:30am-11:20am	3 rd	
11:30am-12:15pm	4 th	
12:20pm-12:50pm	No Classes	CampCo staff takes lunch break
12:55pm-1:45pm	5 th	
1:45pm-2pm	No Classes	Staff clean-up

PE PROGRAM DATES

Weekly, October 8, 2014 – May 7, 2015, on Wednesdays or Thursdays depending on grade level (see chart below). No program on Conference Weeks & Non-school Days. Program dates, below, are based on the CUSD school calendar approved on 4/23/2014.

Program Dates: 48 Program Days (24 Program days for each grade level).
Wednesday and Thursdays, as follows:

Dates	Notes	Dates	Notes
October 8 & 9		January 28 & 29	
October 15 & 16		February 4 & 5	
October 22 & 23		February 11 & 12	
October 29 & 30		February 18 & 19	
November 5 & 6		February 25 & 26	
November 12 & 13		March 4 & 5	
November 19 & 20	Conferences, No PE Class	March 11 & 12	
November 26 & 27	Thanksgiving Break, No PE Class	March 18 & 19	Conferences, No PE Class
December 3 & 4		March 25 & 26	
December 10 & 11		April 1 & 2	
December 17 & 18	No PE Class	April 8 & 9	Spring Break, No PE Class
December 24 & 25	Winter Break, No PE Class	April 15 & 16	
Dec. 31 & January 1	Winter Break, No PE Class	April 22 & 23	
January 7 & 8		April 29 & 30	
January 14 & 15		May 6 & 7	
January 21 & 22		---	---

Fees for this Program: \$24,265.00

Includes: Reduced hourly rate: \$29/hour per staff (our regular rate is \$30/hour).

7 hours per week. Includes Site Director plus 4 staff each day, set-up & planning time (15 minutes per week). Does not include Equipment. Equipment costs are extra and to be determined.

As this past year, most activities would be held outdoors on the field and blacktop. We expect to only move indoors during inclement weather or for an occasional classroom activity. As we are hoping to offer most classes adjacent to student lunch periods, we will need to have assigned space for this program. CampCo staffing fees include staff time for planning & preparation of the lesson plans, daily set-up and clean-up, leading of the program, workers' comp, employee and employer taxes, liability insurance, management mileage, new hires, initial staff training, staff trainings, background checks, fingerprinting, TB testing and uniforms.

Full Payment of \$24,265 for the 2014/2015 P.E. Program is due 60 days after start of services and upon receipt of invoice.


Please sign below to approve this P.E. Program. Thank you for having CampCo again!

Sincerely,

Sylvia N. Rosenthal

Sylvia N. Rosenthal

Approved by:


Kristen Nelson, Principal

7/20/14
Date



Contract No. ICA 1314060

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8-29-13, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

CAMPCO DAY CAMPS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,380 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/05/13-9/04/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 9/20/13

CONTRACTOR

Signature: ON Rosenthal

Name: Sylvia N. Rosenthal

Title: CampCo Owner

Address: 26861 Trabuco Rd, Ste E-121
Mission Viejo CA 92671

Email Address: Sylvia @ campcodaycamps.com

FEIN/SSN: 485-94-6422



26861 Trabuco Road, Suite 121
Mission Viejo, CA 92691
(949) 643-9008
www.CampCoDayCamps.com

Physical Education Program Proposal For Las Palmas Elementary School, 2013/2014

Page 3 of 3, Updated on 5/30/2013 7:15pm

"Total Expenses" below include staff arriving at 10:15am for set-up and planning hours. Las Palmas is not charged for CampCo's 30-minute lunch break.

OPTION 3

Weekly, October 2 – April 3, on Wednesdays or Thursdays depending on grade level (see chart below). No program on Conference Weeks. Benefits: Students get P.E. EVERY week. Teachers get meeting/training time EVERY week. Challenges: Would need to raise budget for the program. The MPR would not be available during inclement weather on Thursdays.

Program dates: 42 Program Days (21 Program days for each grade level). October 2, 3, 9, 10, 16, 17, 23, 24, 30 & 31. November 13, 14, 20 & 21. December 4, 5, 11 & 12. January 8, 9, 15, 16, 22, 23, 29 & 30. February 5, 6, 12, 13, 19, 20, 26 & 27. March 5, 6, 12, 13, 19 & 20. April 2 & 3.

Total Fees: \$20,380 (~~-\$2000 for equipment~~)

Payments: 1/7 of total fees due on or before the 1st of each month beginning November 1, 2013. Last payment due on or before May 1, 2014.

DAY: Wednesdays

Time	Grade	Notes
10:15am-10:30am	No Classes	Staff set-up & prep
10:30am-11:20am	3 rd	
11:30am-12:15pm	4 th	
12:20pm-12:50pm	No Classes	CampCo staff takes lunch break
12:55pm-1:45pm	5 th	
1:45pm-2pm	No Classes	Staff clean-up

DAY: Thursdays

Time	Grade	Notes
10:15am-10:30am	No Classes	Staff set-up & prep
10:30am-11:15am	1 st	
11:30am-12:15pm	Kindergarten	
12:25pm-1:25pm	2 nd	
1:25pm-1:40pm	No Classes	Staff clean-up

CampCo

Recreation

26861 Trabuco Road, Suite E-121
Mission Viejo, CA 92691
(949) 643-9008
www.CampCoDayCamps.com

May 30, 2013

Kristen Nelson, Principal
LAS PALMAS ELEMENTARY SCHOOL
1101 Calle Puente
San Clemente, CA 92672

Re: Physical Education Program, 2013/2014

Dear Kristen,

Thank you for inviting CampCo to offer a P.E. Program at Las Palmas Elementary School for the 2013/2014 school year. Per our discussion, I have listed a few different options below. The proposed program dates listed below are based on the school calendar approved on 5/8/2013.

CampCo will provide five staff per day, arriving 15 minutes prior to the program start-time and finishing after the last class and clean-up. Activities may include stretching techniques, various sports, relay games, health education, lawn games, Zumba dance, flash mob, traditional playground games, hula hoop activities and more.

Most activities would be held outdoors on the field and blacktop. We expect to only move indoors during inclement weather or for an occasional classroom activity. As we are hoping to offer most classes adjacent to student lunch periods, we will need to have assigned space for this program.

CampCo staffing fees include staff time for planning & preparation of the lesson plans, daily set-up and clean-up, leading of the program, workers' comp, employee and employer taxes, liability insurance, management mileage, new hires, initial staff training, staff trainings, background checks, fingerprinting, TB testing and uniforms.

For this proposal, we have included a small budget of \$2000 for equipment. Per our discussion, ideally the equipment to be used in this program will be new equipment that is purchased for the ASLS Piper Club Program. If those arrangements are made, then the budget for this P.E. Program can be reduced by \$2000 for the year.

Attached, please find two suggested options/budgets for this P.E. Program. Please let me know your thoughts.

Sincerely,

Sylvia N. Rosenthal

Sylvia N. Rosenthal

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
PSA 1314065**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

The Professional Services Agreement PSA 1314065 with Capistrano Unified School District and The Regents of the University of California at Irvine, called for an original contract period of September 26, 2013, through September 25, 2014.

The contract with Capistrano Unified School District and The Regents of the University of California at Irvine, shall be extended an additional twelve (12) months, covering the period September 26, 2014, through September 25, 2015, at the prices 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 September 25, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

**The Regents of the University of
California at Irvine**

By: _____
Signature

Print Name

Title

Date: _____

EXHIBIT A

Pathways for Community Education and Outreach (Teacher Education):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for teachers and early childcare providers. Teacher trainings offer:

- Up-to-date techniques for nurturing happy and successful students.
- Support the social and emotional development and classroom behavior
- Support a collaborative relationship between parents and schools.

BEHAVIOR MANAGEMENT CURRICULUM FOR EDUCATORS

The core behavior support curriculum begins with a prerequisite class entitled *Heading Difficult Behaviors off at the Pass: A Proactive Model*. This two- to three-hour seminar introduces effective prevention-based techniques designed to decrease behavioral problems in the preschool classroom. Topics include:

- Managing teacher frustration and anger
- Recognizing triggers that may cause challenging behaviors
- Using healthy relationships to manage behavior
- Establishing positive reinforcement systems in the classroom
- Effectively using program structure, transitional warnings and transitional activities

The second class in this series is entitled *Introduction To Functional Assessment: Changing Behavior Patterns In The Preschool Classroom*. This two-hour seminar provides preschool teachers with an effective, systematic model for assessing difficult behaviors and developing comprehensive intervention plans. The seminar covers

- Selecting appropriate target behaviors
- Defining target behaviors
- Collecting and evaluating behavioral data
- Determining why a behavior pattern is maintained
- Developing and implementing purposeful and feasible multi-level intervention plans

Teacher Training is at no cost due to parent referrals

(Parent Outreach):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for parents that assist them in achieving school success for their children.

FEE Schedule

The fee schedule is \$175 per training hour for established curriculum offerings. This includes prep time and materials for up to 20 participants.

Proposed Teacher Trainings: (No Cost, honorarium - \$400.00)
October 29 - 4:30-7:30
November 19 - 4:30-7:30

Proposed Parent Trainings: (\$350/20 people, estimated \$700/class)
November 20 - 6:30-8:30
March 20 - 6:30-8:30

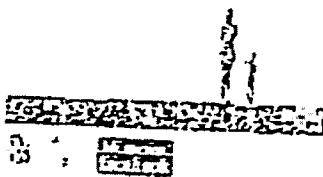
Proposed ECP Conference (\$1050.00 estimated 5 hours)

Possible additional classes

Dr. L. Patterson, Ph.D.
Psychologist/Clinical Director

1. STATE OF ARIZONA
2. MEADOWS
3. 1000 N. 10TH ST
4. PHOENIX, AZ 85002
5. (602) 944-8241
6. FAX (602) 944-8242

01/03/97



**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for Professional Services ("Agreement") is effective as of September 26, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties")

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

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 requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$5,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing September 26, 2013 to September 25, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT
By: [Signature]
Name: Terry Flueni
Title: Director Purchasing
Board Approval Date: 9/25/13

CONSULTANT
* Signature: [Signature]
Name: Rick Coulon
Title: Rick Coulon, ARM
Director
Address: Material & Risk Management
Email Address: RCoulon@UCI.EDU
FEIN/SSN: _____

1 * AS AMENDED BY ATTACHED 40750001M

EXHIBIT A

Pathways for Community Education and Outreach (Teacher Education):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for teachers and early childcare providers. Teacher trainings offer:

- Up-to-date techniques for nurturing happy and successful students.
- Support the social and emotional development and classroom behavior
- Support a collaborative relationship between parents and schools.

BEHAVIOR MANAGEMENT CURRICULUM FOR EDUCATORS

The core behavior support curriculum begins with a prerequisite class entitled *Heading Difficult Behaviors off at the Pass: A Proactive Model*. This two- to three-hour seminar introduces effective prevention-based techniques designed to decrease behavioral problems in the preschool classroom. Topics include:

- Managing teacher frustration and anger
- Recognizing triggers that may cause challenging behaviors
- Using healthy relationships to manage behavior
- Establishing positive reinforcement systems in the classroom
- Effectively using program structure, transitional warnings and transitional activities

The second class in this series is entitled *Introduction To Functional Assessment: Changing Behavior Patterns In The Preschool Classroom*. This two-hour seminar provides preschool teachers with an effective, systematic model for assessing difficult behaviors and developing comprehensive intervention plans. The seminar covers:

- Selecting appropriate target behaviors
- Defining target behaviors
- Collecting and evaluating behavioral data
- Determining why a behavior pattern is maintained
- Developing and implementing purposeful and feasible multi-level intervention plans

Teacher Training is at no cost due to parent referrals

(Parent Outreach):

Recognizing that the behavioral patterns young children develop today will affect their opportunities to learn for the rest of their lives, Child Behavior Pathways offers training opportunities for parents that assist them in achieving school success for their children.

FEE Schedule

The fee schedule is \$175 per training hour for established curriculum offerings. This includes prep time and materials for up to 20 participants.

Proposed Teacher Trainings: (No Cost, honorarium - \$400.00)
October 29 - 4:30-7:30
November 19 - 4:30-7:30

Proposed Parent Trainings: (\$350/20 people, estimated \$700/class)
November 20 - 6:30-8:30
March 20 - 6:30-8:30

Proposed ECP Conference (\$1050.00 estimated 5 hours)

Possible additional classes

Bart L. Patterson, Ph.D.

Psychologist/Clinical Director

University of Colorado at Boulder

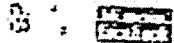
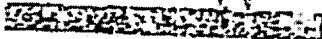
1721 My Arbor 111

Boulder, CO 80502

Phone: 303/440/8241

Fax: 303/440/8242

001044



AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
NO. PSA 1314065

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE

Professional Service Agreement No. PSA 1314065 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Professional Service Agreement No. PSA 1314065 shall be amended by special conditions as shown in Exhibit A.

Except as set forth in this Amendment, and Board approved on September 25, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

The Regents of the University of
California at Irvine

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

1/28/14

By: _____

Signature

Print Name

Rick Coulon, ARM
Director
Material & Risk Management

Title

Date: _____

12/19/13

SPECIAL CONDITIONS

Contract PSA 1314065

The Regents of the University of California at Irvine

Delete Section 2. A in its entirety and replace with the following:

"It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's employees or assigned personnel shall be entitled to any benefits payable to employees of the District. The District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services hereunder."

Delete Section 7.A. in its entirety and replace with the following:

"This section intentionally left blank."

Delete Section 10 in its entirety and replace with the following:

"The Consultant, shall defend, indemnify and hold harmless the District, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Consultant, its officers, employees, or agents.

The District shall defend, indemnify and hold harmless the Consultant, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion."

Delete Section 12.F in its entirety and replace with the following:

"District acknowledges and accepts that Consultant is self-insured for the limits of insurance requested herein and District accepts this self-insurance in lieu of the insurance required herein."

Delete Section 12. E in its entirety and replace with the following:

"District accepts Consultant's online Certificate of Self-Insurance Coverage (<http://www.ucop.edu/risk-services/files/pubs/generic-certificate-self-ins.pdf>), in lieu of the requirements herein."

Add to Section 13 the following to the beginning of the first paragraph:

"Upon reasonable notice and during normal business hours"

Delete Section 24 in its entirety and replace with the following:

"Neither party shall use any name, trademark, or service mark of the other party without first having received written consent to such use."

Add to Section 30 the following to the beginning of the first paragraph:

"Subject to each party's indemnification obligations under this Agreement"

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314070**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

JOSTENS

The Independent Contractor Agreement ICA 1314070 with Capistrano Unified School District and Jostens, called for an original contract period of September 12, 2013 through September 11, 2014.

The contract with Capistrano Unified School District and Jostens shall be extended an additional twelve (12) months, covering the period September 12, 2014 through September 11, 2015, at the prices shown in Exhibit A to this Extension, not to exceed \$15,000 annually.

Except as set forth in this Extension Agreement, and Board approved on September 11, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Jostens

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

July 23, 2013

EXHIBIT A

TO: Capistrano Unified School District

FROM: Jack Nicholson, Jostens

SUBJECT: RFP No. 2-1314

EXECUTIVE SUMMARY:

Thank you for allowing Jostens and Jack Nicholson to bid on Senior Products and Services. As the nation's oldest and largest provider of Scholastic products we are uniquely qualified to provide the best overall program for your district. We have already provided these products and services in your district for many years and have earned a high level of satisfaction from your students, parents and advisors. This established track record will go a long way in providing a seamless relationship based on our knowledge of your needs and expectations. Our additional commitment to providing added-value in the form of Educator Services, Student Leadership programs, etc. makes Jostens a recognized leader in Educational Support and a valuable partner in helping your schools achieve their missions.

NARRATIVE:

Experience / References: Please refer to the enclosed list of some of the current customers being serviced by Jack Nicholson, many of which are Capistrano Unified District Schools. All references have been serviced for a minimum of 5 years for all products being considered in this bid.

Scope of Service: Jostens will handle all phases of design and manufacture, promotion & order-taking and delivery & follow-up service. Our team will work with individual sites to create the process and schedule that works best for each school. Note again that our past experience with your schools enables us to anticipate the desired program at each school. Any changes that a school may wish to make going forward are no problem. Our program includes but is not limited to:

- Pre-meetings with class committee for product design.
- On-site meetings with students before the order day to explain how to order.
- Parent Nights and/or Saturday morning order sessions
- Complete packets of ordering materials
- Direct mail, e-mail, text and Twitter notifications (with your permission).
- As many make-up days as needed.
- Plenty of order-taker staff on hand on each order date and delivery days.
- Full refund for any product not needed due to non-graduation or financial hardship
- Finest warranty in the industry on all products.
- The BEST Web-ordering system in the industry – providing convenience and transparency to parents in selecting our products.

Additional Data: Please refer to the enclosed list of Jostens Educator Services.

This is only a partial list of the many programs and services we provide at no cost to our customers. In addition to these programs, we also make available, at no cost, the services of Mr. Richard Parkhouse, our western area director of Educational Services.

Mr. Parkhouse is currently working closely with some of your schools in the area of Student leadership. His recent publication, *Building the World's Greatest High School*, is currently being used as a resource at some of your schools.

Pricing: Please refer to our enclosed price sheets for each product, along with your most recent request-for-pricing on specific items.

OF SPECIAL NOTE: In consideration for being awarded the entire district, I have negotiated with Jostens' factory an ESPECIALLY low price on Diplomas and Diploma covers.

I have also gained approval to charge our customary low end price for our high end Cap & Gown. allowing your students to have the high end gown for the low end price of \$15.95

ALSO TAKE INTO ACCOUNT: An important consideration when evaluating our Cap & Gown against other companies is the following FACT:

Approximately 20% to 25% of your graduating seniors re-use the Cap & Gown of an older sibling (Verifiable by our unit sales records which you may request).

This means that by continuing to use Jostens Gowns a substantial percentage of your seniors will have a FREE cap & gown, as opposed to having to purchase a gown from a competitor that has a different sheen or texture from that used by their older sibling.

This is A HUGE SAVINGS and convenience for you seniors and their parents.

Saving 20 to 25% of your seniors the cost of a cap & gown is a BIG DEAL.

Errors or omissions to this bid: We have attempted to respond completely to all requests contained in this bid. If there are missing items, or forms and documents that need additional clarification, or if there are any government regulations that must be completed prior to awarding the bid, be assured that we will respond immediately and provide any needed items in advance of actual work to be done.

Thank you for your consideration. We hope to have the privilege of working with Capistrano Unified District in the coming year.

Sincerely,

John P. Nicholson

PRICE SHEET

RFP 2-1314

HIGH SCHOOL PRPDUCTS AND SENIOR SERVICES

The District will not consider any incentives. The desire is to pass any savings to the students by providing the lowest possible prices

ITEM	BID PRICE
Mid-Quality – Cap, Gown, Tassel, Medallion Package	\$19.95
Cords	\$5.00
Stole	\$6.00
Embroidery	\$4.90
Valedictorian Medal - (the style currently used in district schools)	\$6.40
Mid Quality – Valedictorian Gown	15.95 (Includes Cap and Tassel)
Basic Ring	\$69.95 – Girls; \$79.95 - Boys
Basic Championship Ring	\$98.99 – Girls; \$111.99 - Boys
Diploma Inserts	\$0.32 each
Diploma Covers (Padded, foil Stamped, Corner ribbon with liner	\$2.68 each
Graduation Announcements	\$0.98 – Two-Fold; \$1.12 – Three fold

Quote a delivered cost for each item listed above.

Each school will receive the following at no charge:

Staff Gowns – Up to 125

Student Gowns – Up to 50

Teacher of the Year ring – 1 each

Student of the Year ring – 1 each

Provide a sample of each item listed. The District reserves the right to keep the samples of the winning vendor to compare quality.

Return this price sheet along with samples of each product on or before July 26, 2013 to:

Capistrano Unified School District

Terry Fluent, Director, Purchasing

33122 Valle Rd.

San Juan Capistrano, CA 92675

JOSTENS GRAD PRODUCTS PRICING
SCHOOL YEAR 2013 - 14

ITEM	QUANTITY	PRICE
GRAD ANNOUNCEMENT 2-FOLD	1	\$0.92
GRAD ANNOUNCEMENT 3-FOLD	1	\$1.12
NAME CARDS - STANDARD	25	\$16.00
NAME CARDS - FOIL BORDER	25	\$20.00
ANNOUNCEMENT INSERTS	30	\$9.90
RETURN ADDRESS LABELS	30	\$6.25
ENVELOPE SEALS	25	\$12.25
PICTURE STICKERS	60	\$7.15
PARTY INVITATIONS	10	\$6.25
OPEN HOUSE INVITES	10	\$6.25
THANK YOU NOTES	25	\$13.25
PERSONALIZED THANK YOU'S	50	\$26.25
SENIOR TEE SHIRTS	1	\$18.50
LONG SLEEVE-TEE SHIRT	1	\$19.95
PULLOVER HOODIE	1	\$40.00
SWEAT PANTS	1	\$28.95
SHORTS	1	\$19.95
SENIOR BAG	1	\$12.95
SPINNER KEY RING	1	\$9.99
SENIOR JEWELRY	1	\$26.00
STATUS TASSEL	1	\$15.00
STACKED TASSEL	1	\$15.00
MASCOT TASSEL	1	\$15.00
SOUVENIR TASSEL	1	\$8.00
PARENT APPRECIATION PLAQUE	1	\$27.95
PHOTO ANNOUNCEMENT COVER	1	\$14.95
DIPLOMA PLAQUE	1	\$30.99
SENIOR MEMORY BOOK	1	\$22.95
SENIOR TANKARD	1	\$28.00
SHIPPING & HANDLING:		\$9.95

Tools

- Pride Factor Assessment
- First Year High
- Grad Central
- After School Explorer
- Logo Design
- School Crest Design
- Business Cards
- School Logo Stationary
- National Renaissance Conference
- State Renaissance Conference
- Renaissance Student
- Leadership Curriculum
- Renaissance Newsletter
- Princeton Review
- SAT & ACT Practice Tests
- Testing Strategies Workshops
- Activities Director Workshops

Initiatives

- C2G-Commitment to Graduate
- Renaissance
- Core Value Development
- Campus Wide RHLs
- Most Inspirational Teachers
- Most Inspirational Students
- Pride Factor Implementation
- Renaissance Grants/Scholarships
- Performance Incentives
- Faculty Regalia
- College Steps Scholarships
- Platinum Card Program
- Assemblies With Purpose
- Broad & Deep Leadership
- Meaningful Mission Statements
- Pause Before You Post
- Leadership In the Movies 5 & 6

Professional Services

- School-wide Core Value Development
- Pride Factor Assessment
- Renaissance in-service
- Leadership Camps/Retreats
- Student leadership training
- Advisors Workshops
- Building A Community Of Leaders
- Staff Moral In-service
- Connectedness Interventions
- Academic Recognition Incentives workshop
- Sportsmanship Conferences
- Student /Staff Performance
- Safe Haven Workshops
- Rapid Response Team Training

jostens

EDUCATOR SERVICES - CHANGING LIVES AND IMPACTING FUTURES

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of September 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").

IOSTENS

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. 2-1314 selected Contractor to provide High School Products and Senior Services.

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. 2-1314 High School Products and Senior Services and 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 product and services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$15,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment. The total amount of product and services requested and paid for by students shall be unlimited.

Term of Agreement. The term of this base Agreement is for one year commencing September 12, 2013 through September 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.

DISTRICTBy: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 9/11/13**CONTRACTOR**Signature: John P. NicholsonName: John P. NicholsonTitle: OWNER - RFPAddress: 2950 AIRWAY AVE SUY
COSTA MESA CA 92626Email Address: JACK.NICHOLSON@IOSTENS.COMFEIN/SSN: 134-56-1232

July 23, 2013

EXHIBIT A

TO: Capistrano Unified School District

FROM: Jack Nicholson, Jostens

SUBJECT: RFP No. 2-1314

EXECUTIVE SUMMARY:

Thank you for allowing Jostens and Jack Nicholson to bid on Senior Products and Services. As the nation's oldest and largest provider of Scholastic products we are uniquely qualified to provide the best overall program for your district. We have already provided these products and services in your district for many years and have earned a high level of satisfaction from your students, parents and advisors. This established track record will go a long way in providing a seamless relationship based on our knowledge of your needs and expectations. Our additional commitment to providing added-value in the form of Educator Services, Student Leadership programs, etc. makes Jostens a recognized leader in Educational Support and a valuable partner in helping your schools achieve their missions.

NARRATIVE:

Experience / References: Please refer to the enclosed list of some of the current customers being serviced by Jack Nicholson, many of which are Capistrano Unified District Schools. All references have been serviced for a minimum of 5 years for all products being considered in this bid.

Scope of Service: Jostens will handle all phases of design and manufacture, promotion & order-taking and delivery & follow-up service. Our team will work with individual sites to create the process and schedule that works best for each school. Note again that our past experience with your schools enables us to anticipate the desired program at each school. Any changes that a school may wish to make going forward are no problem. Our program includes but is not limited to:

- Pre-meetings with class committee for product design.
- On-site meetings with students before the order day to explain how to order.
- Parent Nights and/or Saturday morning order sessions
- Complete packets of ordering materials
- Direct mail, e-mail, text and Twitter notifications (with your permission).
- As many make-up days as needed.
- Plenty of order-taker staff on hand on each order date and delivery days.
- Full refund for any product not needed due to non-graduation or financial hardship
- Finest warranty in the industry on all products.
- The BEST Web-ordering system in the industry – providing convenience and transparency to parents in selecting our products.

Additional Data: Please refer to the enclosed list of Jostens Educator Services. This is only a partial list of the many programs and services we provide at no cost to our customers. In addition to these programs, we also make available, at no cost, the services of Mr. Richard Parkhouse, our western area director of Educational Services. Mr. Parkhouse is currently working closely with some of your schools in the area of Student leadership. His recent publication, *Building the World's Greatest High School*, is currently being used as a resource at some of your schools.

Pricing: Please refer to our enclosed price sheets for each product, along with your most recent request-for-pricing on specific items.

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ALSO TAKE INTO ACCOUNT: An important consideration when evaluating our Cap & Gown against other companies is the following FACT: Approximately 20% to 25% of your graduating seniors re-use the Cap & Gown of an older sibling (Verifiable by our unit sales records which you may request). This means that by continuing to use Jostens Gowns a substantial percentage of your seniors will have a FREE cap & gown, as opposed to having to purchase a gown from a competitor that has a different sheen or texture from that used by their older sibling. This is A HUGE SAVINGS and convenience for you seniors and their parents. Saving 20 to 25% of your seniors the cost of a cap & gown is a BIG DEAL.

Errors or omissions to this bid: We have attempted to respond completely to all requests contained in this bid. If there are missing items, or forms and documents that need additional clarification, or if there are any government regulations that must be completed prior to awarding the bid, be assured that we will respond immediately and provide any needed items in advance of actual work to be done.

Thank you for your consideration. We hope to have the privilege of working with Capistrano Unified District in the coming year.

Sincerely,

John P. Nicholson

PRICE SHEET

RFP 2-1314

HIGH SCHOOL PRDUCTS AND SENIOR SERVICES

The District will not consider any incentives. The desire is to pass any savings to the students by providing the lowest possible prices

ITEM	BID PRICE
Mid-Quality – Cap, Gown, Tassel, Medallion Package	\$19.95
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Staff Gowns – Up to 125

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Teacher of the Year ring – 1 each

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Provide a sample of each item listed. The District reserves the right to keep the samples of the winning vendor to compare quality.

Return this price sheet along with samples of each product on or before July 26, 2013 to:

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Terry Fluent, Director, Purchasing

33122 Valle Rd.

San Juan Capistrano, CA 92675

JOSTENS GRAD PRODUCTS PRICING
SCHOOL YEAR 2013 - 14

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- First Year High
- Grad Central
- After School Explorer
- Logo Design
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- Business Cards
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- National Renaissance Conference
- State Renaissance Conference
- Renaissance Student
- Leadership Curriculum
- Renaissance Newsletter
- Princeton Review
- SAT & ACT Practice Tests
- Testing Strategies Workshops
- Activities Director Workshops

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- Renaissance
- Core Value Development
- Campus Wide RHLs
- Most Inspirational Teachers
- Most Inspirational Students
- Pride Factor Implementation
- Renaissance Grants/Scholarships
- Performance Incentives
- Faculty Regalia
- College Steps Scholarships
- Platinum Card Program
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- Pause Before You Post
- Leadership In the Movies 5 & 6

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- Pride Factor Assessment
- Renaissance in-service
- Leadership Camps/Retreats
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- Advisors Workshops
- Building A Community Of Leaders
- Staff Moral In-service
- Connectedness Interventions
- Academic Recognition Incentives workshop
- Sportsmanship Conferences
- Student /Staff Performance
- Safe Haven Workshops
- Rapid Response Team Training

jostens

EDUCATOR SERVICES - CHANGING LIVES AND IMPACTING FUTURES

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314169**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STAFFREHAB

Independent Contractor Agreement No. ICA 1314169 with Capistrano Unified School District and StaffRehab called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1314169 shall be amended to \$100,000 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

StaffRehab

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of April 24, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

STAFFREHAB

WHEREAS, DISTRICT is authorized by Section 4326 and 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters if such persons are specially trained and experienced and competent to perform the special services required;

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fee and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A". The total amount of services requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing March 18, 2014, through June 30, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code, section 17506.

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

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

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

DISTRICT

By: 

Name: Terry Flunt

Title: Director, Purchasing

Board Approval Date: 4/27/14

CONSULTANT

Signature: 

Name: Steve Burt

Title: CEO

Address: 3000 Buena Vista

Email Address: sburt@staffrehab.com

FEDINSSN: 27-0834975

10-20-2014 10:55:24 PDT 1-040-250-321-5 From: Sara Ralston

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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



Date: 5-26-18

Exhibit A

Fee Schedule

StaffRehab

5000 Birch Street, West Tower, Suite 3000

Newport Beach, CA 92660

(888)835-0694

Speech Language Pathologist \$70 per hour.

By: [Signature] Date: 5-26-14

**EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
PSA 1314169**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STAFFREHAB

Professional Services Agreement No. PSA 1314169 called for an original contract period of March 18, 2014, through June 30, 2014.

The agreement with StaffRehab, shall be extended for an additional 12 months, covering the period of July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$10,000.


Except as set forth in this Extension Agreement, and Board approved on April 23, 2014, all other terms of the contract remain in full force and effect.

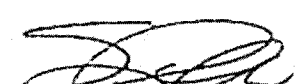
DISTRICT

CONSULTANT

Capistrano Unified School District

StaffRehab

By: 
Signature

By: 
Signature

Terry Fluett

Sara Palmer
Print Name

Director, Purchasing

CEO
Title

Date: 7/20/14

Date: 7.11.14

Exhibit A

Fee Schedule

StaffRehab

5000 Birch Street, West Tower, Suite 3000

Newport Beach, CA 92660

(888)835-0894

Speech Language Pathologist \$70 per hour.

By:  Date: 7.11.14

**AMENDMENT NO. 6 TO PROFESSIONAL SERVICE AGREEMENT
PSA 1213034**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INCORPORATED

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

The "Not to Exceed" amount on Professional Services Agreement No. PSA 1213034 shall be amended to \$108,000 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

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").

LEISURE CARE REFERRAL AGENCY INC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

Term of Agreement. The term of this 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.

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Trevor L. Blackman

Name: TREVOR L. BLACKMAN

Title: PRESIDENT

Address: 30131 TOWN CENTER DRIVE #205
LEGUNA NIGUEL, CA 92677

Email Address: trevor@lc-hcmc.com

FEIN/SSN 45-4788136

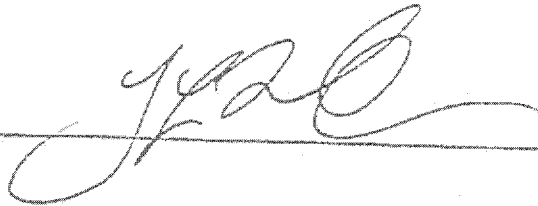
EXHIBIT A

FEE SCHEDULE

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

Licensed Vocational Nurse (LVN) - \$35.00

By: _____

A handwritten signature in cursive script, appearing to read 'JAL', is written over a horizontal line.

Date: _____

5/29/12

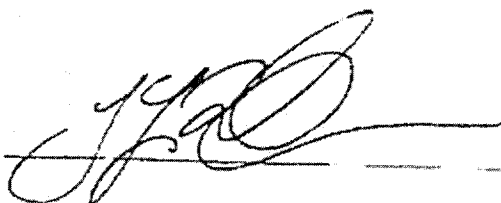
SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: _____



Date: _____

5/21/12

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: Terry Fluett
Signature

By: Trevor L. Blackann
Signature

Terry Fluett

TREVOR L. BLACKANN
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 6/22/12

Date: 6/20/12

EXHIBIT A

FEE SCHEDULE

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

Licensed Vocational Nurse (LVN) - \$35.00

Exhibit A

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

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: [Signature]
Signature

By: [Signature]
Signature

Terry Fluent

[Print Name]
Print Name

Director, Purchasing

[Title]
Title

Date 11/20/12

Date [Date]

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. 3 PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: Terry Fluent
Signature

By: Trevor L Blackann
Signature

Terry Fluent

TREVOR L BLACKANN
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 7/12/13

Date: 6/17/13

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

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: [Signature]
Signature

By: [Signature]
Signature

Terry Fluent

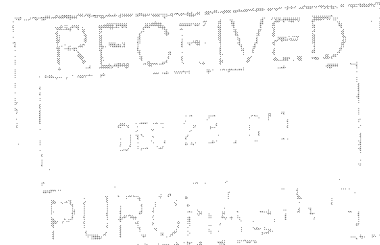
T. L. Blackona
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 1/21/14

Date: 12/17/13



EXTENSION NO. 2 OF AGREEMENT PSA 1213034

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INCORPORATED

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

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

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

Capistrano Unified School District

Leisure Care Referral Agency, Incorporated

By: _____
Signature

Terry Fluent

Director, Purchasing

Date: _____

By: _____
Signature

Print Name

Title

Date: _____

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

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INCORPORATED

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

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

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

DISTRICT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent

Director, Purchasing

Date: 7/10/14

CONSULTANT

Leisure Care Referral Agency, Inc.

By: Trevor L. Blackann
Signature

TREVOR L. BLACKANN
Print Name

PRESIDENT
Title

Date: 7/1/14

**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
MCA 1415019**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

OCEAN VIEW

Master Contract Agreement No. MCA 1415019 called for services to be rendered at the rates shown in the agreement.

The contract with Ocean View shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2014.

Except as set forth in this Amendment, and Board approved on June 11, 2014, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Ocean View

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A: RATES

CONTRACTOR Ocean View CONTRACTOR NUMBER 30-73635- 2014-2015
7098866
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 4 Classrooms If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

Rate	Period
\$152.00	Daily

A. Basic Education Program/Special Education Instruction
Basic Education Program/Dual Enrollment

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

B. Related Services

(1)	a. Transportation – Round Trip	\$ 60.00	Daily
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Counseling and Guidance Services	\$120.00	Per hour
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Development & Remediation	\$120.00	Per hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$110.00	Daily
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Private Voice Lessons	\$ 90.00	Per hour
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of June 12, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

OCEAN VIEW

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

☒ Master Contract ☐ Special Conditions ☒ Required Documents and Certifications ☒ Purchase Order(s)

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

"DISTRICT"

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date:

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Ocean View CONTRACTOR NUMBER 30-73635- 2014-2015
7098866
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 4 Classrooms If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
 Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$152.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1)	a. Transportation – Round Trip	<u>\$ 60.00</u>	<u>Daily</u>
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Counseling and Guidance Services	<u>\$120.00</u>	<u>Per hour</u>
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Development & Remediation	<u>\$120.00</u>	<u>Per hour</u>
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u>\$110.00</u>	<u>Daily</u>
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Instruction***		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

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

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services for Special Education Services:

EXHIBIT 27

1.1 Provide the services of Jane Vogel for functional vision assessments and consultations for students.

2.0 TERM. This AGREEMENT shall commence on July 1, 2014, and end on June 30, 2015, subject to termination as set forth in Section 9.0 of this AGREEMENT.

3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services satisfactorily performed pursuant to Section 1.0 of this AGREEMENT the sum Five thousand dollars (\$5,000.00) for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. Payment shall be made at the rate of One hundred thirty-five dollars (\$135.00) per hour. Payment shall be mailed to: Orange County Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus Drive, Costa Mesa, California 92626-9050, or at such other place as SUPERINTENDENT may designate in writing.

4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT understands and agrees that SUPERINTENDENT and SUPERINTENDENT'S employees shall not be considered officers, employees or agents of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. SUPERINTENDENT assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this AGREEMENT. SUPERINTENDENT shall assume full responsibility for payment of all

1 federal, state and local taxes or contributions, including
2 unemployment insurance, social security and income taxes with respect
3 to SUPERINTENDENT'S employees.

4 5.0 HOLD HARMLESS.

5 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
6 hold harmless DISTRICT, its Governing Board, officers, agents, and
7 employees from liability and claims of liability for bodily injury,
8 personal injury, sickness, disease, or death of any person or
9 persons, or damage to any property, real personal, tangible or
10 intangible, arising out of the negligent acts or omissions of
11 employees, agents or officers of SUPERINTENDENT or the Orange County
12 Board of Education during the period of this AGREEMENT.

13 B. DISTRICT hereby agrees to indemnify, defend, and hold
14 harmless SUPERINTENDENT, the Orange County Board of Education, and
15 its officers, agents, and employees from liability and claims of
16 liability for bodily injury, personal injury, sickness, disease, or
17 death of any person or persons, or damage to any property, real,
18 personal, tangible or intangible, arising out of the negligent acts
19 or omissions of employees, agents or officers of DISTRICT during the
20 period of this AGREEMENT.

21 6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract
22 or assign the performance of any of the services in this AGREEMENT
23 with out prior written approval of the party.

24 7.0 TOBACCO USE POLICY. In the interest of public health, the
25 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
use of any tobacco products are prohibited in buildings and vehicles,

1 and on any property owned, leased or contracted for by the
2 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
3 abide with conditions of this policy could result in the termination
4 of this AGREEMENT.

5 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
6 they will not engage in unlawful discrimination in employment of
7 persons because of race, color, religious creed, national origin,
8 ancestry, physical handicap, medical condition, marital status, or
9 sex of such persons.

10 9.0 TERMINATION. Either party may terminate this AGREEMENT with
11 or without reason with the giving of thirty (30) days written notice
12 to the other party. DISTRICT shall compensate SUPERINTENDENT only
13 for services satisfactorily rendered to the date of termination.
14 Written notice by DISTRICT shall be sufficient to stop further
15 performance of services by SUPERINTENDENT. Notice shall be deemed
16 given when received by the SUPERINTENDENT or DISTRICT or no later
17 than three (3) days after the day of mailing, whichever is sooner.

18 10.0 NOTICE. All notices or demands to be given under this
19 AGREEMENT by either party to the other, shall be in writing and given
20 either by: (a) personal service or (b) by U.S. Mail, mailed either by
21 registered or certified mail, return receipt requested, with postage
22 prepaid. Service shall be considered given when received if
23 personally served or if mailed on the third day after deposit in any
24 U.S. Post Office. The address to which notices or demands may be
25 given by either party may be changed by written notice given in

1 accordance with the notice provisions of this section. At the date
2 of this AGREEMENT, the addresses of the Parties are as follows:

3 DISTRICT: Capistrano Unified School District
4 33122 Valle Road
5 San Juan Capistrano, California 92675
6 Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
8 200 Kalmus Drive
9 P.O. Box 9050
10 Costa Mesa, California 92628-9050
11 Attn: Patricia McCaughey

12 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
13 seek redress for violation of, or to insist upon, the strict
14 performance of any term or condition of this AGREEMENT shall not be
15 deemed a waiver by that party of such term or condition, or prevent a
16 subsequent similar act from again constituting a violation of such
17 term or condition.

18 12.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected,
22 impaired or invalidated in any way.

23 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
24 shall be governed by the laws of the State of California with venue
25 in Orange County, California.

14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire agreement among the Parties to
it and supersedes any prior or contemporaneous understanding or
agreement with respect to the services contemplated, and may be

1 amended only by a written amendment executed by both Parties to the
2 AGREEMENT.

3 IN WITNESS WHEREOF, the Parties hereto set their hands.

4 DISTRICT: CAPISTRANO UNIFIED
5 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

6 BY: _____

Authorized Signature

BY: Patricia McCaughey

Authorized Signature

7 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: July 3, 2014

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ZIP6
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AMENDMENT TO CONSULTANT AGREEMENT NO. C1011052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Consultant Agreement No. C1011052 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with Atkinson, Andelson, Loya, Ruud & Romo was extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, and Board approved on June 11, 2014.

This Amendment incorporates the 2014-2015 Hourly Rates and adds a new rate tier, as shown in Exhibit A. Annual services under this contract are limited to \$300,000.

Except as set forth in this Extension Agreement, and Board approved on August 24, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Atkinson, Andelson, Loya, Ruud & Romo

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Exhibit A

Atkinson, Andelson, Loya, Ruud & Romo

2014-2015 Hourly Rates

Senior Partners	\$230.00
Partners/Senior Counsel	\$225.00
Senior Associates	\$210.00
Associates	\$205.00
Electronic Technology Litigation Specialist	\$205.00
Non-Legal Consultants	\$165.00
Senior Paralegals/Law Clerks	\$135.00
Paralegals/Legal Assistants	\$130.00

For the period 2014-2015, all local travel shall be billed at \$175.00 per hour.

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Atkinson, Andelson, Loya, Ruud & Romo

hereinafter referred to as "CONSULTANT."

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

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Services to be Provided by CONSULTANT:** Legal services as required by District.

2. **Term:** CONSULTANT shall commence providing services under this AGREEMENT on July 1, 2010 and will diligently perform as required and complete performance by June 30, 2011.

3. **Compensation:** DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
N/A

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

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONSULTANT 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 CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right.

5/30/08

2

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors.

5/10/08

3

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a 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 CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT 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, CONSULTANT 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. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT 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 CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

5/30/08

4

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

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

17. **Nondiscrimination:** CONSULTANT 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 persons.

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

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

<u>DISTRICT</u>	<u>CONSULTANT</u>
Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441	Atkinson, Andelson, Loya, Ruud & Romo Ms. Karen E. Gilyard 12800 Center Court Drive, Suite 300 Cerritos, CA 90703

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

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

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

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Fee Schedule/Agreement for Special Services

b. Exhibit B Hold Harmless & Indemnification

c. Exhibit C Insurance Requirements

CONSULTANT NAME: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

This AGREEMENT is entered into this 25th Day of August 2010.

DISTRICT:

CONSULTANT:

By: Terry Fluert
Terry Fluert, Director of Purchasing

By: Karen E. Gilvard
Signature

Karen E. Gilvard
Printed Name

Partner

Title

August 24, 2010
Board Approval Date

95-3378600
Social Security or Taxpayer Identification

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2010, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as "Attorney" or the "Law Firm" and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services related to special education on District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. Attorney agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2010, through June 30, 2011. For the period July 1, 2010, through June 30, 2011, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates: Two Hundred Thirty Dollars (\$230.00) for Senior Partners, Two Hundred Twenty-Five Dollars (\$225.00) for Partners, Two Hundred Ten Dollars (\$210.00) for Senior Associates, Two Hundred Five Dollars (\$205.00) for Associates, One Hundred Thirty-Five Dollars (\$135.00) for Senior Paralegals, and One Hundred Thirty Dollars (\$130.00) for Paralegals and Legal Assistants (see Attachment A). The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness

Exhibit A

15791 00004/1612396v1

fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
3. Upon the failure of the District to perform any of the District's obligations hereunder as respects the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder as respects cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

V. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VI. DURATION

This Agreement shall be effective July 1, 2010, through June 30, 2011, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

VII. EXECUTION DATE

This Agreement is entered into this _____

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Dated: _____

By: _____
KAREN E. GILYARD

"District"

CAPISTRANO UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____

ATTACHMENT A

Atkinson, Andelson, Loya, Ruud & Romo**2010-2011 HOURLY RATES (SPECIAL EDUCATION)****FOR****CAPISTRANO UNIFIED SCHOOL DISTRICT**

<u>Senior Partners</u>	\$230.00
<u>Partners</u>	\$225.00
<u>Senior Associates</u>	\$210.00
<u>Associates</u>	\$205.00
<u>Senior Paralegals</u>	\$135.00
<u>Paralegals and Legal Assistants</u>	\$130.00

Consultant Name: Atkinson, Andelson, Loya, Ruud & Romo
Contract No. C1011052



Hold Harmless and Indemnification

Attorney agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the activities/services rendered by Attorney, its officers, agents and employees or its subcontractors, whether authorized by this Agreement or not. Attorney further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.

Exhibit B

Contract No. C1011052



Insurance

Attorney shall procure and maintain, during the term of this Agreement, policies of insurance with insurers and coverage forms satisfactory to the District and with a minimum A.M. Best rating of A/VII as follows:

- | | |
|--|---|
| • Commercial General Liability
incl. Contractual Liab., and
Broad Form Property Damage | \$1,000,000 minimum limit per occurrence
\$2,000,000 minimum general aggregate |
| • Professional Liability:
(Errors & Omissions) | \$1,000,000 minimum limit per occurrence
\$2,000,000 minimum general aggregate |
| • Automobile Liability: | \$1,000,000 minimum limit per occurrence |
| • Workers' Compensation: | As required by the California Labor Code |
| • Employers' Liability: | \$1,000,000 minimum limit |

Attorney shall provide to the District evidence of the required insurance by issuance of an original Certificate of Insurance at least ten days prior to the beginning of the term of this Agreement. Such certificate shall contain a 30 days written notice of cancellation or reduction in coverage. Any lapse of insurance coverage required by this Agreement shall be a breach of the Agreement and grounds for immediate termination of this Agreement by District.

Exhibit C

Page 1 of 2

Consultant Name: Atkinson, Andelson, Loya, Ruud & Romo Contract No. C1011052

The Capistrano Unified District, it's Board, officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Attorney's Commercial General Liability (not Professional Liability) and Automobile Liability policies. Any insurance or self-insurance maintained by Attorney shall be primary and any insurance or self-insurance maintained by District shall be non-contributing.

The insurance coverage's and limits required shall not in any way limit the liability of Attorney.

Governing Law

This Agreement shall be governed by the laws of the State of California with venue to Orange County, California.

Severability

If any provisions of this Agreement are held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be legal, valid and enforceable.

Waiver

The waiver by District of a breach of any provision of the Agreement by Attorney shall not operate or be construed as a waiver of any other or subsequent breach by Attorney.

Exhibit C

Page 2 of 2

EXTENSION OF AGREEMENT
BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Contract C1011052 called for an original contract period of July 1, 2010 through June 30, 2011 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 Atkinson, Andelson, Loya, Ruud & Romo pursuant to Contract C1011052, shall be extended an additional 12 months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Amendment to Agreement, and Board approved on August 24, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

8/9/11

CONTRACTOR

Atkinson, Andelson, Loya, Ruud & Romo

By: _____

Signature

Karen E. Gilyard

Print Name

Partner

Title

Date: _____

5/31/2011

ATTACHMENT A

Atkinson, Andelson, Loya, Ruud & Romo

2011-2012 HOURLY RATES (SPECIAL EDUCATION)

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

<u>Senior Partners</u>	\$230.00
<u>Partners</u>	\$225.00
<u>Senior Associates</u>	\$210.00
<u>Associates</u>	\$205.00
<u>Senior Paralegals</u>	\$135.00
<u>Paralegals and Legal Assistants</u>	\$130.00

EXTENSION OF CONSULTANT AGREEMENT NO. C1011052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

The Consultant Agreement between Capistrano Unified School District and Atkinson, Andelson, Loya, Ruud & Romo, called for an original contract period of July 1, 2010 through June 30, 2011, with two (2) one year options to renew upon mutual written agreement of the Parties.

The contract with Atkinson, Andelson, Loya, Ruud & Romo shall be extended an additional 12 months for the period of July 1, 2012 through June 30, 2013, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Atkinson, Andelson, Loya, Ruud & Romo

By: _____

Signature

By: _____

Signature

Terry Fluent

Karen E. Gilyard

Print Name

Director, Purchasing

Partner

Title

Date: _____

7/17/12

Date: _____

6/26/2012

Exhibit A

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
2012-2013 HOURLY RATES (SPECIAL EDUCATION)

FOR

CAPISTRANO UNIFIED SCHOOL DISTRICT

<u>Senior Partners</u>	\$230.00
<u>Partners</u>	\$225.00
<u>Senior Associates</u>	\$210.00
<u>Associates</u>	\$205.00
<u>Senior Paralegals</u>	\$135.00
<u>Paralegals and Legal Assistants</u>	\$130.00

EXTENSION OF AGREEMENT NO. C1011052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Consultant Agreement No. C1011052 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with Atkinson, Andelson, Loya, Ruud & Romo 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 \$150,000.

Except as set forth in this Extension Agreement, and Board approved on August 24, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Atkinson, Andelson, Loya, Ruud & Romo

By: 

Signature

Terry Fluent

Director, Purchasing

Date: 9/5/13

By: 

Signature

Karen E Gilyard

Print Name

Partner

Title

Date: 6-4-2013

Exhibit A
ATKINSON, ANDELSON, LOYA, RUUD & ROMO

CERRITOS
(562) 653-3200
FAX (562) 653-3333

FRESNO
(559) 225-6700
FAX (559) 225-1416

PLEASANTON
(925) 227-9200
FAX (925) 227-9202

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

20 PACIFICA, SUITE 400
IRVINE, CALIFORNIA 92618-3371
(949) 453-4260

FAX (949) 453-4262
WWW.AALRR.COM

RIVERSIDE
(951) 683-1122
FAX (951) 683-1144

SACRAMENTO
(916) 923-1200
FAX (916) 923-1222

SAN DIEGO
(619) 485-9326
FAX (619) 485-9412

OUR FILE NUMBER:

005791 00001
111845181

April 23, 2013

Donna Antifae
Buyer/Planner, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675

Re: Extension of Contract No. C1011052 - Legal Services

Dear Ms. Antifae:

Your correspondence of April 16, 2013 regarding the extension of the legal services contract between the District and our firm was forwarded to us for review and response.

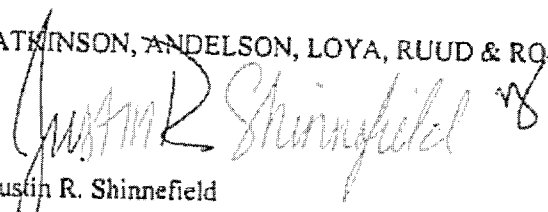
As you may know, our firm has worked with Capistrano Unified for several years. In light of the current fiscal crisis, and to demonstrate our commitment to the District, the firm has applied a 7% discount to each invoice received during the current 2012-2013 school year. Since receiving your correspondence, the attorneys who serve your District have interacted with various District administrators regarding their anticipated legal needs in the upcoming school year, as well as their expectations of AALRR attorneys. Based on these discussions, the firm's partners have decided to propose we extend our current arrangement for the 2013-2014 school year. Accordingly, the District would continue to receive a 7% discount on each invoice.

If you have any questions regarding our proposal, please do not hesitate to call. If any additional information is needed at this time, please let us know.

Thank you, and we look forward to working with Capistrano Unified.

Sincerely,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO


Justin R. Shinnefield

cc: Karen E. Gilyard


Anthony P. De Marco



Exhibit A

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
2012-2013 HOURLY RATES (SPECIAL EDUCATION)
FOR
CAPISTRANO UNIFIED SCHOOL DISTRICT

<u>Senior Partners</u>	\$230.00
<u>Partners</u>	\$225.00
<u>Senior Associates</u>	\$210.00
<u>Associates</u>	\$205.00
<u>Senior Paralegals</u>	\$135.00
<u>Paralegals and Legal Assistants</u>	\$130.00

00579100004/10191932v1
370
ATTORNEY REPRESENTATION AGREEMENT

AMENDMENT TO CONSULTANT AGREEMENT NO. C1011052

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

The Agreement between Capistrano Unified School District and Atkinson, Andelson, Loya, Ruud & Romo 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 not exceed \$300,000 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 August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Atkinson, Andelson, Loya, Ruud & Romo

By: Terry Fluent
Signature

By: Karen E. Gilyard
Signature

Terry Fluent

Karen E. Gilyard
Print Name

Director, Purchasing

Partner
Title

Date: 10/14/13

Date: 9-24-2013

EXTENSION OF AGREEMENT NO. C1011052

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Consultant Agreement No. C1011052 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with Atkinson, Andelson, Loya, Ruud & Romo shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices previously negotiated. Annual services under this contract are limited to \$300,000.

Except as set forth in this Extension Agreement, and Board approved on August 24, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Atkinson, Andelson, Loya, Ruud & Romo

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

**AMENDMENT NO. 2 TO THE USE OF FACILITIES AGREEMENT FOR 2014
WITH OXFORD PREPARATORY ACADEMY, SOUTH ORANGE COUNTY**

This 2nd Amendment to Agreement for Use of Facilities ("Amendment") by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District") and OPA, Inc., a California non-profit benefit corporation, which operates Oxford Preparatory Academy, South Orange County a California public charter school ("OPA") dated May 9, 2013 ("Agreement") (a true and correct copy of which is attached hereto as Exhibit "A"), is hereby made and entered into as of September 1, 2014 ("Effective Date") as follows:

WHEREAS, District and OPA have entered into the Agreement whereby OPA occupies the District's Barcelona Hills Elementary School campus located at 2300 Via Santa Maria, Mission Viejo, CA 92691 ("Property") until June 30, 2014; and

WHEREAS, the Parties previously entered in to Amendment to the Agreement for Use of Facilities, dated June 30, 2014 ("1st Amendment") to extend the term of the Agreement to August 31, 2014; and

WHEREAS, the Parties are in the process of negotiating a new agreement and desire to further extend the current Agreement; and

WHEREAS, Section 24 of the Agreement requires that any amendment or modification to the Agreement must be in writing and executed by both OPA and District.

NOW, THEREFORE, DISTRICT AND OPA HEREBY AGREE AS FOLLOWS:

1. **Agreement.** The Parties hereto represent and warrant that the Agreement is the true, correct and complete agreement between the Parties, and that there have been no other written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the meanings given in the Agreement.
2. **Term.** The Parties agree to extend the term of the Agreement for one (1) month to September 30, 2014.
3. **Rental Payment.** The rental payment for the month shall be 1/12 of the annual rental fee for the period July 1, 2013 to June 30, 2014 set forth in Section 9 of the Agreement. Thus, the rental payment for September shall be \$9,890.02 (\$118,680.25/12=\$9,890.02).
4. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.
5. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set forth herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the

EXHIBIT 29

Agreement, as amended by the 1st Amendment, shall remain unmodified and in full force and effect as executed by the Parties.

6. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.
7. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
8. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

District:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Its:

OPA:

OPA, INC.,
OXFORD PREPARATORY ACADEMY

By: _____

Its:

AMENDMENT TO AGREEMENT FOR USE OF FACILITIES

This Amendment ("Amendment") to the Agreement for Use of Facilities by and between CAPISTRANO UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California ("District") and OXFORD PREPARATORY ACADEMY, SOUTH ORANGE COUNTY, a California public charter school ("OPA") dated May 9, 2013 ("Agreement") (a true and correct copy of which is attached hereto as Exhibit "A"), is hereby made and entered into as of June 30, 2014 ("Effective Date") as follows:

WHEREAS, District and OPA have entered into the Agreement whereby OPA occupies the District's Barcelona Hills Elementary School campus located at 2300 Via Santa Maria, Mission Viejo, CA 92691 ("Property") until June 30, 2014; and

WHEREAS, the Parties are in the process of negotiating a new agreement and desire to extend the current Agreement; and

WHEREAS, Section 24 of the Agreement requires that any amendment or modification to the Agreement must be in writing and executed by both OPA and District.

NOW, THEREFORE, DISTRICT AND OPA HEREBY AGREE AS FOLLOWS:

1. **Agreement.** The Parties hereto represent and warrant that the Agreement is the true, correct and complete agreement between the Parties, and that there have been no other written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the meanings given in the Agreement.
2. **Term.** The Parties agree to extend the term of the Agreement for two (2) months to August 31, 2014.
3. **Rental Payment.** The rental payment for each month shall be 1/12 of the annual rental fee for the period July 1, 2013 to June 30, 2014 set forth in Section 9 of the Agreement. Thus, the rental payment for July shall be \$9890.02 ($118,680.25/12=\9890.02) and the rental payment for August shall be \$9890.02 ($118,680.25/12=\9890.02).
4. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.
5. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set forth herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.
6. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on

the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

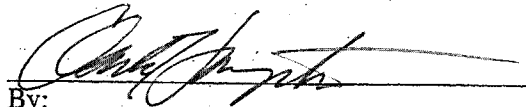
7. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

8. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.


District:

CAPISTRANO UNIFIED SCHOOL DISTRICT


By:
Its:

OPA:

OXFORD PREPARATORY ACADEMY


By:
Its:

**FACILITIES USE AGREEMENT
BY AND BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
OXFORD PREPARATORY ACADEMY**

THIS AGREEMENT ("Agreement") is made this 9th day of May, 2013, by and between the Capistrano Unified School District, a public school district organized and existing under the laws of the State of California ("District") and Oxford Preparatory Academy, South Orange County a California public charter school ("Charter School") existing under the District's oversight authority. The District and the Charter School are collectively referred to as "the parties."

RECITALS

WHEREAS, the Charter School is a charter school approved by the District's Board of Trustees to operate pursuant to its Charter ("Approved Charter") and any Memorandum of Understanding ("MOU"); and

WHEREAS, pursuant to the requirements of California Education Code section 47614 and its implementing regulations ("Proposition 39"), the Charter School submitted to the District a written request for facilities for the 2012/2013 school year, projecting 617.5 in-district ADA; and

WHEREAS, pursuant to the requirements of Proposition 39, the District Board of Trustees timely evaluated Charter School's request, the Charter School's projections, the Charter School's objections, the District's facilities options and a variety of additional factors as required by law and made a written final offer on or before April 9, 2012, as agreed to by the parties, to provide the Charter School with facilities for its in-District students, which offer was accepted by the Charter School in a letter dated May 1, 2012; and

WHEREAS, prior to the start of the 2012/2013 school year, the District provided the Charter School with classrooms and use facilities, including recreation and play space, furniture and equipment installed therein by the District (collectively "Facilities") at the Barcelona Hills Elementary School located at 23000 Vía Santa Maria, Mission Viejo, CA, 92691 ("Site") which are suitable for use as an instructional school site; and

WHEREAS, the Charter School has occupied Facilities at the Site since prior to the start of the 2012/2013 school year and continues to occupy said Facilities and Site; and

WHEREAS, pursuant to the requirements of California Education Code section 47614 and its implementing regulations, the Charter School submitted to the District a written request for facilities for the 2013/2014 school year, projecting 592.9 in-district ADA; and

WHEREAS, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District Board of Trustees timely evaluated Charter School's request, the Charter School's projections, the Charter School's objections, the District's facilities options and a variety of additional factors as required by law and made a written final offer on or before April 1, 2013, to provide the Charter School with facilities for its in-District students; and

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy the "Facilities" at the "Site" for the 2012/2013 and 2013/2014 school years.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

Section 1. Use of Site and Facilities.

Charter School shall have full and exclusive use of Facilities allocated to the Charter School except:

1. The Site will be shared with a child care program (YMCA) that will continue to be operated by YMCA throughout the term of this Agreement. Charter School shall cooperate in its use of site with YMCA, and
2. District and Charter School are bound by the terms of the Civic Center Act (Education Code section 38131 *et seq.*) and/or any joint use or recreational program use established by the District, and
3. District may require use of the Site and Facilities to fulfill any other legal obligation such as in support of local emergencies.

Subject to the aforementioned exceptions, the District agrees to allow Charter School exclusive use of the Site and Facilities for the sole purpose of operating the Charter School in accordance with the Approved Charter and any MOU related to its operations, as follows:

Site:	Barcelona Hills Elementary School campus, except the YMCA building 23000 Via Santa Maria Mission Viejo, CA, 92691
Grade Configuration:	Grades K-8
Regular Classrooms:	19 classrooms of prop 39 Space (in-district classroom ADA @ 592.9) 4 Non-Prop 39 Space (Additional Space)
Specialized Classroom:	Science Lab (1 classroom) Computer Lab (1 classroom) Art classroom (1 classroom)

Music classroom (1 classroom)

Non-Classroom Space:

Administration

Kitchen

MPR

Library

Storage and Custodial

Nurse's Office

RSP/Pullout Rooms

Psychologist Room

Staff Break Room

Non-classroom Outdoor Space: Playgrounds and Fields Parking lot

Classrooms: The Charter School will be allocated exclusive use of 19 total classrooms (592.9 ADA) at Barcelona Hills Elementary School's campus, to house all of Charter School's in-district, classroom based ADA. In addition, the Charter School has exclusive use of 4 additional Non-Prop 39 classrooms. The teaching station allocation is based on the following:

CUSD Staffing Ratio 2012-2013 (and projected for 2013-2014):

K = 32: 1 x 96.8% = 31:1

1-5 = 33:1 x 96.8% = 32:1

6-8 = 34:1 x 96.8% = 33:1

OPA Ratio Based on Projected ADA for 2013-2014:

K = 31.4/31 = 1.013

1-5 = 397.88/32 = 12.434

6-8 = 163.66/33 = 4.959

Total Classrooms= 19 classrooms

Specialized Classroom Space: The Charter School will be allocated four (4) classrooms for use as "specialized space," including, specifically, a science lab, computer lab, art room, and music room.

Non-classroom Space: The Charter School will be provided use of the following non-classroom areas of Barcelona Hills Elementary School:

Administration

Kitchen

MPR

Library

Storage/Custodial

Nurse's Office

Hallways

Common Areas

Staff Break room

RSP/Pullout Rooms

Psychologist room

Non-classroom Outdoor Space: The Charter School will be provided use of the following outdoor areas of Barcelona Hills Elementary School:

Playgrounds, Fields, and Parking Lots

Total Facilities Allocation: The total estimated square foot allocation of facilities for both the Prop 39 Space and the Additional Space is 39,350 sq. ft. At the Charter School's request, the campus was re-measured to determine the accuracy of this square footage.

Upon the termination of this Agreement pursuant to Section 8 hereof, the right to use and occupy the Site and Facilities shall revert to the District. As titleholder to the Site and Facilities (with the exception of those Charter School furnishings and equipment referenced in Section [4] below), the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Site and Facilities for District programs and services consistent with Education Code 47614 subsection b.

Pursuant to the requirements of Proposition 39, the allocation of space as set forth in this Section is based upon an assumption of 592.9 in-district ADA for the 2013/2014 school year. Future requests for additional facilities or furnishings and equipment based on enrollment increases may be made in the manner specified in Section 11969.9 of the Proposition 39 regulations (Cal. Code Regs., tit. 5, § 11969.9.)

The Charter School acknowledges that approval of its requested enrollment increase was expressly conditioned upon the District addressing environmental impacts and its obligations to the City of Mission Viejo. The Charter School will cooperate with District to minimize or eliminate any environmental impacts caused by the enrollment increase.

The Charter School recognizes its responsibility to partner with the District by cooperating, and implementing any requirements imposed by the City of Mission Viejo and/or District as set forth in Section 13. The Charter also acknowledges its responsibility to work with the District to mitigate any environmental impacts caused by the enrollment increases.

Section 2. Term.

The term of this Agreement commenced on July 1, 2012 and shall end on June 30, 2014. This Agreement is not a lease of real property pursuant to Education Code sections 17455 et seq.

Should the Charter School require facilities for the subsequent school year, Charter School shall submit a request for facilities pursuant to Education Code section 47614 and the implementing regulations (Cal. Code Regs., tit. 5, §§ 11969.1 et seq.). The District makes no guarantee or representation that the Site and Facilities will be available for any additional term beyond the current term and/or that the Site shall not be required to be shared with other programs or District charter schools beyond the current term. The District retains all rights including the right to move the Charter School in the future in conformity with law. But, as mandated by Education Code section 47614(b), the District shall not move the Charter School unnecessarily.

Section 3. Allocation of Space.

Pursuant to the requirements of Proposition 39, the allocation of classrooms and shared space on the Site and Facilities to the Charter School is based upon an assumption of 592.9 in-District ADA for the 2013/2014 school year. The allocation of space to the Charter School is made by the District with the express understanding and on the assumption that the total space provided pursuant to this Agreement is based upon square footage believed sufficient for the housing of in-District classroom based ADA only.

In the event the Charter School fails to limit its use of the Site and Facilities to the space allocated to the Charter School pursuant to Section 1 of this Agreement, it shall be in breach of the Agreement as set forth in Section 8 (Termination).

Section 4. Subletting.

The Charter School shall not sublet Site and/or Facilities. Charter School shall not allow use of Site or Facilities by any party other than Charter School. Charter School shall not use Site or Facilities for any other purpose other than the purposes stated in the Approved Charter and any MOU related to its operations. The Charter School may operate a daycare on the Site provided that it is consistent with the Approved Charter, any MOU related to its operations, and the law.

Section 5. Civic Center Act Compliance.

The Charter School shall have primary use of the space allocated to the Charter School for the operation of its educational program pursuant to the Approved Charter during its regular school hours; provided, however, that after 5 pm during the week and all day on weekends and holidays, the Site and Facilities shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been established by the District. Civic Center Act use requests, for use of the Site and/or Facilities by users other than Charter School, shall be evaluated and handled by the District, but coordinated with the Charter School. Charter School shall direct all Civic Center requests for use of the site to the District. All proceeds derived from the use of the Facilities pursuant to the Civic Center Act shall be the property of the Charter School and will be used by the Charter School to offset utility expenses, custodial expenses etc. The District will remit said proceeds to OPA on a monthly basis.

Section 6. Furniture, Fixtures and Equipment ("FF&E").

FF&E shall comprise all property not affixed to the real property including but not limited to items such as chairs, desks, filing cabinets, bookcases, library books for all grades served by the Charter School, mobile gas stations for science lab, computer equipment, copiers, and, telephone equipment, and are described on the Furniture, Fixtures and Equipment Inventory attached hereto as Exhibit1. Facilities are provided to Charter School exclusive of any FF&E identified in Exhibit1. The Facilities include reasonably equivalent telephone and computer data connectivity infrastructure including such items as servers, routers and switches. FF&E

purchased with non-district funds are excluded from the analysis of reasonable equivalence. Charter School has elected to provide certain FF&E for its own use during the Term. District has agreed to provide the types and numbers of FF&E for Charter School's use for the Term as described in the Furniture, Fixtures and Equipment Inventory.

FF&E will be provided from existing District inventory, will be reasonably equivalent to the average FF&E provided to District students at comparison schools, and will remain the property of the District.

The Charter School shall return all District-owned FF&E in the same condition as received to the District at the end of the Term, or upon vacating the Site and Facilities, reasonable wear and tear excepted.

Charter School will be responsible for any damage to District FF&E caused by its use that is beyond reasonable wear and tear. District shall have no obligation to provide any FF&E beyond that described in the Furniture, Fixtures and Equipment Inventory Exhibit1. However, if District provides additional FF&E, Charter School shall cooperate with District to update Exhibit 1 such that it reflects all FF&E provided by District for Charter School's use. In the event the District determines that it will repair and/or replace FF&E, said repairs and/or replacement will be performed in a manner that is consistent with District policy and practice.

The Charter School shall not sell or otherwise dispose of any District-owned Facilities or FF&E or equipment for any reason. If the Charter School deems any District-owned FF&E or Facilities to have become excess, obsolete, or beyond economical repair, the Charter School shall contact the District to request that the District remove the FF&E or Facilities from the site.

Section 7. Reimbursement.

In the event that the space allocated to the Charter School has been "over allocated" in accordance with Cal. Code Regs., tit. 5, § 11969.8, the Charter School shall reimburse the District accordingly. For purposes of monitoring compliance with these regulations, Charter School shall provide the District with its actual ADA count and the number of in-District classroom based students of Charter School at the time of the filing of the P-1 state attendance report and at the time of the filing of the P-2 state attendance report. In conjunction with the P-2 reporting period, the Charter School shall additionally provide to the District the names and addresses of in-District students. If the District has concerns about any student's residency after reviewing the names and addresses, the Charter School will promptly provide proof of in-District residence for such student(s), which proof may include a current utility bill for the stated address of residency or an executed and current property lease or any other form of proof approved by the District. The District may invoice the Charter School in the event of over-allocation pursuant to applicable regulations.

Section 8. Termination.

This Facilities Use Agreement will automatically terminate upon the effective date of any termination, non-renewal, or revocation of Approved Charter or the cessation of Charter

School's operations for any reason, or upon the commission of a default or breach of its obligations by Charter School.

A. Default or Breach.

The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:

- 1) The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School;
- 2) The failure by Charter School to observe or perform any of the covenants, conditions or material provisions of this Agreement to be observed or performed by Charter School (including, but not limited to, shared use or neighborhood issues, or failure by the Charter School to cooperate in a timely manner to minimize or eliminate any environmental impacts caused by its enrollment increase) where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School (hereinafter "Notice of Failure"). In the event that the Charter School makes a diligent effort to cure its failure to observe or perform any of the covenants, conditions or material provisions of this Agreement after receipt of the Notice of Failure from the District, then this Agreement shall continue for a reasonable period of time to permit Charter School to cure its failure. However, such reasonable period of time to cure shall not exceed ninety (90) days from the date of the Notice of Failure, unless agreed to in writing by the parties;
- 3) Revocation or non-renewal of Charter School's charter by the District or cessation of the Charter School's program for any reason; however, if the Charter School appeals any such revocation or non-renewal, this Agreement shall not terminate before either the Charter School has completed the appeals process and has not prevailed, or the end of the 2013-2014 school year, whichever occurs first;
- 4) The failure by Charter School to utilize the Site or Facilities for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter and any MOU where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by District to Charter School;
- 5) The failure of Charter School to limit its use of the Site and Facilities to the space allocated to Charter School pursuant to this Agreement and in conformity with the District's policies and practices for use of District facilities where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by District to Charter School.

Section 9. Use Fee.

Charter School shall pay District a Use Fee in the amount equal to those facilities costs that the school district pays for with unrestricted revenues from the District's general fund divided by the total space of the school district multiplied by the amount of space allocated by the school district to the charter school.

The Use Fee for the period July 2012 through June 30, 2013 is ~~\$127,514.00~~ ^{\$118,680.25 (renewal)} calculated as follows:

The Use Fee for the period July 1, 2013 through June 30, 2014 will be \$118,680.25 calculated as follows:

Charter School shall pay the District \$3.25 per square foot
Pro-rata Share for Prop 39 Space = $\$3.25 \times 33,797 \text{ sq. ft.} = \$109,840.25$ (592.9 ADA)
Additional Space = $\$3.25 \times 2,720 \text{ sq. ft.} = \$8,840$

At the request of the Charter School, the District re-measured the total square footage of the Barcelona site. The Details of the square footages at the Barcelona Hills Site (provided by the District's Facilities Department and architect pursuant to the re-measuring) are attached hereto as Exhibit 2. As such, the Charter School's pro-rata share and other facilities costs will be calculated based on the space identified above as Prop 39 space for the 2013-2014 school year. The costs for the Additional Space will also be calculated using the re-measurement of the campus as set forth in Exhibit 2. Payment for the pro-rata share will be payable in 10 monthly payments. The first payment shall be due no later than September 1, 2013, and each additional payment will be due on or before the first day of each month thereafter. This pro-rata share may be adjusted to conform to any changes in the District's final offer and the actual facilities-related expenditures for the 2013-2014 school year and are used to determine this calculation.

If the Charter School's in-district classroom ADA is less than the projected in-district classroom ADA contained in the request, and the shortfall meets the test outlined in California Code of Regulations Title 5 § 11969.8, the charter school shall reimburse the District for the over-allocated space in accordance with Cal. Code Regs., tit. 5 § 11969.8.

Section 10. Utilities.

Charter School shall be solely responsible for the cost of utilities used or consumed by the Charter School on the Site and Facilities, including, if applicable, the cost of telephone and internet access services.

Section 11. Maintenance of Site and Facilities.

Charter School shall provide landscaping and mowing as well as custodial services to maintain the Site and Facilities in their existing conditions. The Charter School shall comply with all District policies and practices for maintenance of the facilities and grounds that the District provides to the Charter School, except in cases where actual District practice substantially differs from official policies. Notwithstanding the foregoing, however, the Charter

School shall be solely responsible for providing all supplies necessary for custodial services, as well as all restroom supplies. Charter School will use District approved cleaning solutions, chemicals, and pesticides or commercial equivalent; the District will provide the Charter School with a list of District-approved cleaning solutions, chemicals, and pesticides upon execution of this Agreement. If Charter School desires, it may request that District provide landscaping and mowing or custodial service, which shall be at an additional cost to be determined by the District, but which will be no less than the District's actual cost of providing those services including all supplies necessary for custodial services as well as all restroom supplies. The District will provide all other grounds keeping services, including tree trimming, fire abatement, and any major repairs to the irrigation systems.

District shall promptly respond to and act upon all maintenance requests or work orders submitted by Charter School that are emergencies or compromise safety. District shall respond to all other maintenance requests or work orders submitted by Charter School in the same manner that it responds to District maintenance requests or work orders that are not emergencies and do not compromise safety.

District shall provide routine maintenance and repair of the Site and Facilities, except for the following: the Charter School shall be responsible for repairs or corrections to the Site or Facilities required as the result of intentional or negligent damage caused by the Charter School, its students, employees, invitees, agents, or representatives, and for repair of vandalism to the Site or Facilities, except when such vandalism or damage has been reported by Charter School to the police and the police have determined that the vandalism was not caused by the Charter School, its, students, parents, employees, agents, representatives or invitees.

District shall provide scheduled maintenance of the Site and Facilities including plumbing, heating, ventilation, air conditioning, in-wall communication wiring, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. District shall assume the cost and responsibility for projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 in accordance with District schedules and customary practices. All other kinds of maintenance shall be the Charter School's responsibility. The District shall have access to the Site and Facilities to perform maintenance and inspections and will coordinate such work with the Charter School administration.

District will provide the Charter School with reasonably necessary quantities of paint to paint the Site and/or Facilities. The Charter School shall be solely responsible for the cost of labor for painting the Site and/or Facilities and shall be responsible for the cost of paint and labor for returning the Site and/or Facilities to the standard District color upon termination of this Agreement.

Section 12. Installation of Improvements.

Other than items listed in Exhibit 1, no structures, improvements, fixtures (as defined in Civil Code 660), alterations, or facilities, shall be constructed, erected, altered, added, improved or made on or within the Site or Facilities without the prior written consent of District and

subject to terms agreeable to District, and, if required, the Division of State Architect. In the event Charter School makes any modification, alteration or improvement to the Site or Facilities it shall be required to restore the Site and Facilities to its original condition, reasonable wear and tear excepted, at the expiration of the Term of this Agreement, if so requested by the District in writing. "Original condition" as used in this provision shall refer to the condition in which the Site and Facilities existed upon the walk through as referenced in Section 13. Such restoration shall be at Charter School's sole expense.

Section 13. Condition of Property.

The District provided the Charter School with facilities suitable for use as an instructional school site prior to the beginning of the 2012/2013 school year. The parties conducted a "walk-through" of the facilities prior to the start of the 2012/2013 school year. The Charter School, at its sole cost and expense, shall comply with all District policies and regulations as well as applicable laws, regulations, rules and orders with respect to its use and occupancy of the Site and Facilities. District is responsible for appropriate modifications to existing facilities that may be necessary to comply with any applicable laws or regulations consistent with the support provided to other District school sites.

Except as specifically provided herein, the Charter School shall not be responsible for legal compliance or environmental conditions that existed prior to the Charter School's occupancy of the Site on or around August, 2011. The District shall remain responsible for all legal compliance for any compliance issue(s) that existed prior to the date of the Charter School's occupancy of the Site and Facilities on or around August, 2011, and continuing through the Term of this Agreement, including, but not limited to, compliance with the Americans With Disabilities Act and the Fair Employment and Housing Act, the California Environmental Quality Act (CEQA), and applicable building code standards. The Charter School will work with the District to ensure legal compliance with the aforesaid laws. The Charter School shall assume responsibility, including financial responsibility, for legal compliance including, but not limited to, compliance with the Americans With Disabilities Act and the Fair Employment and Housing Act, CEQA and applicable building code standards, to the extent that such compliance is triggered by any activities or conduct of the Charter School outside the usual and customary operation of the site as a school, or by any modifications or improvements to the Site and/or Facilities made by the Charter School.

Notwithstanding the foregoing, if the Charter School engages in any activity on the Site or Facilities that constitutes a "project" under CEQA, the cost of CEQA compliance shall be borne in full by the Charter School, but District shall act as the lead agency for the purposes of such CEQA compliance. Should Charter School fail to inform District of activities that may require CEQA compliance in advance of engaging in such activities, Charter School shall assume all liability for legal claims arising out of said failure.

In addition, the Charter School agrees that its use of the Site and Facilities is expressly conditioned on (1) the District's analysis of potential environmental impacts related to the Charter School's use of the Site and Facilities and (2) the District meeting its obligations to the

City of Mission Viejo related to the changes in attendance boundaries necessitated by the allocation of the Site and Facilities to the Charter School under this Agreement.

The Charter School will be required to implement practices or measures that ensure that any potential environmental impacts are minimized or eliminated. These mitigation measures require, amongst other things, the Charter School to implement practices to address traffic impacts at the Site and Facilities, consistent with the District's agreement with the City of Mission Viejo, including a plan to limit vehicle traffic during the 15 minutes before and after school to 175 vehicle trips. This limitation is necessary, due to the configuration, design, and location of both the school site generally, and the drop off circle and central parking loop specifically. The Charter School has discretion to determine how it will accomplish this mitigation; provided, however, that the Charter School must meet and confer with the District prior to implementing any mitigation measures, and the Charter School must comply with all of the District's applicable policies and practices in implementing its environmental mitigation. In addition, the Charter School must comply with the agreements made with the District and memorialized in correspondence from Dr. Farley to the Charter School dated April 24, 2012, which requires the Charter School to mitigate the traffic as follows:

1. The Charter School will limit before and after school vehicle trips through its central parking loop to no more than 175 cars in any fifteen-minute period of time. This limitation does not apply to special events or activities, such as open house and school performances.
2. The Charter School will identify multiple drop-off and pick-up locations for its students to minimize the number of vehicles using the front of the school as a drop-off and pick-up destination.
3. The Charter School will continue to pursue formation of a carpool program among parents to reduce traffic congestion near the school.
4. The Charter School will continue to implement an usher program that facilitates safe and efficient drop off and pickup of students in front of the school.
5. The Charter School will investigate the possibility of offering busing to students.
6. The Charter School will investigate the possibility of hiring crossing guards at key crossing locations.
7. The Charter School will implement a curb etiquette program to assure compliance with all traffic laws and expectations, including not parking next to red curbs.
8. The Charter School will publicize the above-referenced agreements with parents and students to contribute to their successful implementation.

9. The Charter School will modify the teacher start time so staff members arrive prior to the morning drop-off time.
10. The Charter School will also publicize its morning and afternoon child care options for parents as another method of reducing the number of students who would be dropped off just before school opens and just after it closes each day.

The Charter School will continue to implement these mitigation measures to minimize or eliminate any environmental impacts caused by the enrollment increase. If the District has any additional concerns regarding any environmental impacts caused by the enrollment increase, the Charter School will consult and work with the District to address these concerns.

In the event that any CEQA compliance or documentation is necessary for the Charter School's use of the site, the Charter School will cooperate with the District to complete such documentation.

Further, should any discharge, leakage, spillage, emission, or pollution of any type occur on or from the Site or Facilities in whole or in part as a result of the Charter School's use and occupancy thereof, the Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of the District and any governmental agencies having jurisdiction over the Site. Where the resulting discharge, leakage, spillage, emission, or pollution results from a facilities system failure which is not a direct result of the actions of the Charter School, its students, parents, employees, invitees, agents, or representatives, the District will assume responsibility for required clean up of the affected property.

Section 14. Title to Property.

The parties acknowledge that title to the Site and Facilities is held by the District and shall remain in the District at all times. In the event Charter School fails to limit its use of the Site and Facilities to the space allocated to Charter School pursuant to this Agreement it shall be in breach of the Agreement as set forth in Section 8A(5).

Section 15. Fingerprinting.

Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1. The District shall be responsible for complying with all criminal background check laws for all employees or vendors that it directs to the Site for any work to be performed at its direction.

Section 16. Insurance.

The Charter School shall, at its sole cost and expense, commencing as of the date of this Agreement, and during the entire Term hereof, procure, pay for and keep in full force and effect the following insurance:

- (a) **General Liability Insurance.** The Charter School shall maintain throughout the Term of this contract, at its own expense, general liability insurance with limits of liability of \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall include products and completed operations of the same limits as the policy limits. This insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (b) **Automobile Liability.** The Charter School shall maintain throughout the Term of this Agreement at its own expense, automobile liability insurance with limits of liability of \$2,000,000 per occurrence, for owned, non-owned or hired vehicles. If any form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. Such insurance shall apply to any automobile, Symbol 1 of the ISO Form. Such insurance shall be endorsed to include the following: (i) the District, its officers, officials, employees, agents and volunteers as additional insureds; (ii) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (iii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.
- (c) **Property Insurance.** The District will continue to maintain its current levels of first party insurance on the structures on the Site. The Charter School shall secure and maintain property insurance that addresses business interruption and casualty needs, including flood and fire, and other hazards with replacement costs coverage for all assets listed in the Charter School's property inventory and consumables. The Charter School shall secure property coverage with a minimum policy limit of 80% of the fair market value of the Charter School's contents.
- (d) **Workers' Compensation Insurance** as required by the State of California and Employer's Liability insurance (for lessees with employees). This insurance shall be endorsed to include the following: (i) a waiver of any right to contributions from any other coverage purchased by, or on behalf of, the District; and (ii) a written notice to be mailed to the District 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

Any and all deductibles or self-insured retentions applicable to the above required insurance shall be specifically approved by the District prior to its application, except the Property Insurance required above may include a deductible of not more than \$10,000 without prior approval.

The insurances required above shall be provided by a company or insurance joint powers authority with the reasonable consent of the District prior to commencement of such insurance.

The Charter School shall provide proof of such insurance prior to taking possession of the Site and Facilities, including copies of the endorsements specifically required above. The Charter School shall provide proof of renewal of any insurance required above, including any endorsements required, at least 15 days prior to the expiration of such insurance.

In the event Charter School fails to maintain the required insurance and liability coverage as stated above, it shall be in breach of the Agreement pursuant to Section 8A where such failure shall continue for a period of ten (10) days after receipt of written notice thereof by District to Charter School.

Section 17. Neighborhood Issues.

(a) It shall be the responsibility of the Charter School to make reasonable efforts to maintain control and supervision of its students, staff, parent volunteers and other invitees at all times, and to implement rules of conduct for students, staff, parent volunteers and other invitees while on the Site. The Charter School shall ensure that its students are adequately supervised at all times during the school day, and during after school hours or weekends when they are participating in school-related activities. The Charter School shall ensure that the Site and Facilities are adequately locked and secured when they are unattended by the Charter School.

(b) So as to minimize the impact of the Charter School's operations on the surrounding neighborhood, the Charter School agrees to the following:

- (i) The Charter School shall take all reasonable steps necessary to ensure that Charter School staff, students and all visitors (including parents) observe traffic laws and park in designated parking spaces located on the Site. The Charter School also agrees to take all reasonable steps necessary to ensure that student drop-off and pick-up occurs solely in designated areas located on the Site.
- (ii) The Charter School shall forward copies of all written complaints received by the Charter School regarding use of the Site and Facilities to the District within five (5) business days of receipt. The Charter School shall, in consultation with the District, timely respond to all complaints, and shall provide copies of responses to complaints to the District within five (5) business days of response.
- (iii) The Charter School will work with the District to develop directives to monitor the impact that the Charter School's operations have on the surrounding neighborhood, by receiving and considering comments from affected neighbors in a timely manner. Upon request by the District, the Charter School will prepare written results of the monitoring.

Section 18. Indemnification.

The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its trustees, officers, employees and agents (collectively hereinafter District and District Personnel) against and from any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or District Personnel, that may be asserted or claimed by any person, firm or entity, arising out of the Charter School's use of the Site and/or Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Site and/or Facilities, after District delivers possession and/or use of the Site and/or Facilities to the Charter School. This indemnity and hold harmless provision shall exclude actions arising out of the willful negligence or intentional acts, errors or omissions of the District and/or District Personnel.

The District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Charter School, its trustees, officers, employees and agents (collectively hereinafter Charter School and Charter School Personnel) against and from any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against Charter School and/or Charter School Personnel, that may be asserted or claimed by any person, firm or entity, arising from the District's prior or current use or maintenance of the Site or Facilities or from prior or current conduct of the District's business or from any activity, work, or other things done by the District and/or District Personnel in or about the Site and/or Facilities. This indemnity and hold harmless provision shall exclude actions arising out of the willful negligence or intentional acts, errors or omissions of the Charter School and/or Charter School Personnel.

Section 19. Full Satisfaction of Proposition 39/Release of Claims.

Charter School agrees that by accepting the Site and Facilities, the District has fully and completely satisfied the District's obligation to provide facilities to the Charter School under Education Code section 47614 and the Proposition 39 regulations for the 2012/2013 school year and Charter School waives any claims under section 47614 and the Proposition 39 regulations for the term of this agreement.

Section 20. Access.

Charter School shall permit District, its agents, representatives or employees, to enter upon the Site or Facilities for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Site or Facilities required by this Agreement. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

Section 21. Notice.

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered, deposited in the United States mail, registered or certified mail with postage prepaid and return receipt required, sent by overnight delivery service, or sent by facsimile transmission, addressed as follows:

If to the District: Clark Hampton, Deputy Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Ph: (949) 234-9216
Fax: (949) 248-9563

If to the School: Sue Roche, CEO/President
Oxford Preparatory Academy, South Orange County
23000 Via Santa Maria
Mission Viejo, CA 92691
Ph: (949) 305-6111
Fax: (949) 297-4747

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 22. Subcontract and Assignment.

Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party. Charter School shall not sublease, pledge, encumber, mortgage or otherwise transfer or assign to any party whatsoever any interest in the Site and/or Facilities.

Section 23. Independent Status.

This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 24. Entire Agreement of Parties.

This Agreement, and all its incorporated documents, constitute the entire agreement between the parties concerning the subject matter contained herein and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be

amended or modified only by a written instrument executed by the parties expressly indicating an intent to modify or amend this Agreement.

Section 25. Drafting.

Each of the Parties has cooperated in the drafting and preparation of this Agreement, hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

Section 26. California Law.

This Agreement shall be governed by, and the rights, duties and obligations of the parties shall be determined and enforced in accordance with, the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

Section 27. Waiver.

The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 28. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 29. Counterparts.

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 30. Captions.

The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 31. Severability.

Should any provision of this Agreement be legally determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 32. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: 

Title: Deputy Superintendent,
Business and support services.

OXFORD PREPARATORY ACADEMY

By: 

Title: Executive Director

**AMENDMENT NO. 1 TO AGREEMENT
BID NO. 1314-20 FENCE REPAIRS AND MAINTENANCE**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARRIS STEEL FENCE COMPANY, INCORPORATED

Agreement for Bid No. 1314-20 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1314-20 shall be amended to \$350,000 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on March 12, 2014, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

**Harris Steel Fence Company,
Incorporated**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

XIV. AGREEMENT

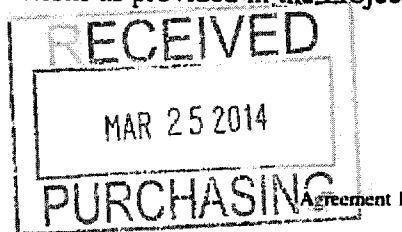
THIS AGREEMENT, dated March 13, 2014, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Harris Steel Fence Co., Inc., (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1314-20, FENCE REPAIRS AND MAINTENANCE DISTRICTWIDE** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum as specified in attached bid price sheet.



4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;

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- (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/

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 Daniel Blawieck, whose title is Vice President, 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

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: 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 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	28	365
2	Basic price for 6-ft. high fence	30	365
3	Basic price for 8-ft. high fence	30	365
4	Basic price for 10-ft. high fence	35	365
	CHAIN LINK GATES	Per Foot Cost	Termination Cost
5	Basic price for each 4-ft. high by 4-ft. wide	100	365
6	Basic price per additional foot in width	100	365
7	Price per each additional foot in height	100	365
	TEMPORARY CHAIN LINK FENCING	Per Foot Cost	N/A
8	Basic price for 6-ft. on pedestals	12	N/A
	DECORATIVE FLAT-TOP FENCING – Fencing prices are to include all materials and labor.	Galvanized Cost	Painted Cost
9	Basic price for 5 ft. at 94"	125	125
10	Basic price for 5 ft. at 118"	135	135
11	Basic price for 6 ft. at 94"	145	145
12	Basic price for 6' at 118"	155	155
13	Basic price for 7 ft. at 94"	165	165
14	Basic price for 7' at 118"	175	175
15	Basic price for 8 ft. at 94"	185	185
16	Basic price for 8 ft. at 118"	195	195
17	Rails – 1 1/2" x 1 1/2" 14-ga. steel tube at 94"	100	100
18	Pickets – 3/4" x 3/4" 16-ga. steel tube, 4 3/4" OC	35	35

Bid Form 2

19	Posts – 2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	250	250
20	Posts – 2" x 2" 14-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	250	250
21	Posts – 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 8 ft. OC	265	265
22	Posts – 2" x 2" 11-ga. steel tube w/pressed steel cap, spaced at 10 ft. OC	265	265
DECORATIVE SWING GATES		Galvanized Cost	Painted Cost
23	Framework as required for size, but not less than that of panels, pickets to match panels, hardware as required – (per lin. foot)	350	350
24	Trussing and heavier posts as needed (per lin. foot)	75	75
DECORATIVE SLIDE GATES			
25	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	400	400
26	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	450	450
LABOR SCHEDULE		Per Hour	Per Foot
27	Cost per man hour for work not listed above, including a truck, supervision, and costs necessary to place a man on work site	135	135
28	Installation price through asphalt or concrete	95	95
29	Minimum job cost	Lump Sum:	2,000.00 ✓

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT
BID NO. 1314-20
FENCE REPAIRS AND MAINTENANCE DISTRICT WIDE


COMPANY NAME H5FC

17. ✓ Certificate Of Liability Insurance
18. W-9 Form


CONTRACT TERM

The terms of this base contract is March 13, 2014, through
June 30, 2015, with two (2) one-year renewal terms at the option of the Board
of Trustees.

DISTRICT

By: 
Signature
Terry Fluent
Print Name
Director, Purchasing
Title

CONTRACTOR

By: 
Signature
Daniel Blangick
Print Name
V.P.
Title
319155
Contractor's License No.
95-2901491
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

**AMENDMENT NO. 1 TO AGREEMENT
BID NO. 1112-11 CONCRETE MAINTENANCE AND REPAIR**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ABOVE ALL NAMES CONSTRUCTION SERVICES, INCORPORATED

Agreement for Bid No. 1112-11 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Agreement for Bid No. 1112-11 shall be amended to \$300,000 for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on October 26, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

**Above All Names Construction Services,
Incorporated**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT 31

AGREEMENT

THIS AGREEMENT, dated October 27, 2011, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "DISTRICT"), and Above All Names Construction, (hereinafter referred to as "CONTRACTOR"). Services, Inc.

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 1112-11, CONCRETE MAINTENANCE 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, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, 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 line item prices as specified in attached bid price sheet, Exhibit A.

4. The work shall be commenced on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within **thirty (30)** consecutive calendar days from the date specified in the Notice to Proceed. The initial term of this agreement will be for one year, with two (2) one year renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **two hundred dollars (\$200.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Nonappropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand

made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;

property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. 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 CALIF., and that JOHN C. PEDERSON, whose title is PRESIDENT, 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.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

By: Terry Fluent
Signature

Terry Fluent
Print Name

Director, Purchasing
Title

CONTRACTOR:

By: John C Pedregon
Signature

JOHN C PEDREGON
Print Name

PRESIDENT
Title

925480
Contractor's License No.

26 2508852
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

BID FORM

Name of Bidder: ABOVE ALL NAMES CONST SERV INC
To: Capistrano Unified School District, acting by and through its Governing Board, herein called the "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 Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, Shop Drawing Transmittal Form, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, 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:

Project: Concrete Maintenance and Repair
Bid No: 1112-11

all in strict conformity with the Project Documents, including Addenda Nos. N/A, N/A, and N/A, 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.
- Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Article 48 – Wage Rates, Travel and Subsistence.
- 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.

Item	Description	Unit of Measure	Unit Price
	4" Thick Reinforced p.c.c. flatwork. Refer to Detail #301 for reinforcing and edge conditions.		
1	250 SF to 2,500 SF	Square Foot	\$ 3.10
2	2,501 SF to 5,000 SF	Square Foot	\$ 3.50
3	5,001 SF to 7,500 SF	Square Foot	\$ 3.60
4	7,501 SF to 10,000	Square Foot	\$ 3.75
	6" Thick Reinforced p.c.c. flatwork. Refer to Detail #301 for reinforcing and edge conditions.		
5	250 SF to 2,500 SF	Square Foot	\$ 4.10
6	2,501 SF to 5,000 SF	Square Foot	\$ 4.50
7	5,001 SF to 7,500 SF	Square Foot	\$ 4.60
8	7,501 SF to 10,000	Square Foot	\$ 4.75
	Reinforced p.c.c. curb with 6" face. Refer to Detail #302 for profile and reinforcing.		
9	100 LF to 250 LF	Lineal Foot	\$ 32.00
10	251 LF to 500 LF	Lineal Foot	\$ 30.00
11	501 LF to 1,000 LF	Lineal Foot	\$ 29.00
12	1,001 LF to 2,000 LF	Lineal Foot	\$ 28.00
	Reinforced p.c.c. curb with 8" face. Refer to Detail #302 for profile and reinforcing.		
13	100 LF to 250 LF	Lineal Foot	\$ 33.00
14	251 LF to 500 LF	Lineal Foot	\$ 32.00
15	501 LF to 1,000 LF	Lineal Foot	\$ 30.00
16	1,001 LF to 2,000 LF	Lineal Foot	\$ 29.00

Item	Description	Unit of Measure	Unit Price
	Reinforced p.c.c. curb and gutter with 6" curb face. Refer to Detail #303 for profile and reinforcing.		
17	100 LF to 250 LF	Lineal Foot	\$ 19.00
18	251 LF to 500 LF	Lineal Foot	\$ 20.00
19	501 LF to 1,000 LF	Lineal Foot	\$ 21.00
20	1,001 LF to 2,000 LF	Lineal Foot	\$ 22.00
	Reinforced p.c.c. curb and gutter with 8" curb face. Refer to Detail #303 for profile and reinforcing.		
21	100 LF to 250 LF	Lineal Foot	\$ 23.00
22	251 LF to 500 LF	Lineal Foot	\$ 24.00
23	501 LF to 1,000 LF	Lineal Foot	\$ 25.00
24	1,001 LF to 2,000 LF	Lineal Foot	\$ 26.00
	2'-0" wide reinforced p.c.c. vee gutter. Refer to Detail #304 for profile and reinforcing.		
25	100 LF to 250 LF	Lineal Foot	\$ 30.00
26	251 LF to 500 LF	Lineal Foot	\$ 31.00
27	501 LF to 1,000 LF	Lineal Foot	\$ 33.00
28	1,001 LF to 2,000 LF	Lineal Foot	\$ 29.00
	3'-0" wide reinforced p.c.c. vee gutter. Refer to Detail #304 for profile and reinforcing.		
29	100 LF to 250 LF	Lineal Foot	\$ 29.00
30	251 LF to 500 LF	Lineal Foot	\$ 30.00
31	501 LF to 1,000 LF	Lineal Foot	\$ 32.00
32	1,001 LF to 2,000 LF	Lineal Foot	\$ 26.00
	6" wide reinforced p.c.c. mow strip. Refer to Detail #305 for profile reinforcing.		
33	100 LF to 250 LF	Lineal Foot	\$ 12.00
34	251 LF to 500 LF	Lineal Foot	\$ 10.00
35	501 LF to 1,000 LF	Lineal Foot	\$ 8.00
36	1,001 LF to 2,000 LF	Lineal Foot	\$ 8.00
	HC Access Improvement. Refer to Details #310, #311, #312 for profile, reinforcing, etc.		
37	HC Loading Ramp (#310)	Each	\$ 15.00.00
38	HC Inlet Curb Ramp 6" curb face (#311)	Each	\$ 16.00.00
39	HC Inlet Curb Ramp 8" curb face (#311)	Each	\$ 18.00.00
40	HC Curb Ramp 6" curb face (#312)	Each	\$ 17.00.00
41	HC Curb Ramp 8" curb face (#312)	Each	\$ 25.00.00

Item	Description	Unit of Measure	Unit Price
	Expansion and Construction Joints. Refer to Detail #313 for expansion joint information.		
42	Smooth Dowel and Sleeve (#313)	Each	\$ 10.00
43	Manually Drill and Dowel with #3 bar at existing conc.	Each	\$ 8.00
44	2 Part expansion joint filler/sealer (#313)	PLF	\$ 5.00
	Concrete Light Pole Bases. Refer to Detail #314 for profile, reinforcing, etc.		
45	0 to 15' Pole Height	Each	\$ 200.00
46	15-20' Pole Height	Each	\$ 250.00
47	20-25' Pole Height	Each	\$ 300.00
48	25-30' Pole Height	Each	\$ 350.00
	2'-0" High (Average) Concrete Planter Wall. Refer to Detail #315 for profile, reinforcing, accessories, etc.		
49	20 LF to 50 LF	Lineal Foot	\$ 17.00
50	51 LF to 200 LF	Lineal Foot	\$ 15.00
51	201 LF to 400 LF	Lineal Foot	\$ 14.00
	3'-0" High (Average) Concrete Planter Wall. Refer to Detail #315 for profile, reinforcing, accessories, etc.		
52	20 LF to 50 LF	Lineal Foot	\$ 20.00
53	51 LF to 200 LF	Lineal Foot	\$ 16.00
54	201 LF to 400 LF	Lineal Foot	\$ 12.00
	2'-0" High (Average) Concrete Planter Wall with sleeves for fencing or rails. Refer to Detail #316 for profile, reinforcing, accessories, etc.		
55	20 LF to 50 LF	Lineal Foot	\$ 18.00
56	51 LF to 200 LF	Lineal Foot	\$ 16.00
57	201 LF to 400 LF	Lineal Foot	\$ 13.00
	3'-0" High (Average) Concrete Planter Wall with sleeves for fencing or rails. Refer to Detail #316 for profile, reinforcing, accessories, etc.		
58	20 LF to 50 LF	Lineal Foot	\$ 20.00
59	51 LF to 200 LF	Lineal Foot	\$ 18.00
60	201 LF to 400 LF	Lineal Foot	\$ 22.00
	4" Base		
61	500 SF to 3,000 SF	Square Foot	\$ 2.00
62	3,001 SF to 6,000 SF	Square Foot	\$ 1.00

Item	Description	Unit of Measure	Unit Price
63	6,001 SF to 12,000 SF	Square Foot	\$ 1.00
	6" Base		
64	500 SF to 3,000 SF	Square Foot	\$ 2.00
65	3,001 SF to 6,000 SF	Square Foot	\$ 1.00
66	6,001 SF to 12,000 SF	Square Foot	\$ 1.00
	Removal of existing concrete up to 4" thick (un-reinforced).		
67	500 SF to 1,000 SF	Square Foot	\$ 2.10
68	1,001 SF to 3,000 SF	Square Foot	\$ 2.20
69	3,001 SF to 6,000 SF	Square Foot	\$ 2.30
70	6,001 SF to 12,000 SF	Square Foot	\$ 2.40
	Removal of existing concrete up to 4" thick (reinforced).		
71	500 SF to 1,000 SF	Square Foot	\$ 1.00
72	1,001 SF to 3,000 SF	Square Foot	\$ 1.85
73	3,001 SF to 6,000 SF	Square Foot	\$ 2.00
74	6,001 SF to 12,000 SF	Square Foot	\$ 4.00
	Removal of existing asphalt up to 4" thick.		
75	500 SF to 1,000 SF	Square Foot	\$ 3.25
76	1,001 SF to 3,000 SF	Square Foot	\$ 3.35
77	3,001 SF to 6,000 SF	Square Foot	\$ 3.45
78	6,001 SF to 12,000 SF	Square Foot	\$ 3.55
	Sawcutting		
79	Concrete – under 200 LF	Lineal Foot	\$ 12.00
80	Concrete – over 200 LF	Lineal Foot	\$ 8.00
81	Asphalt – under 200 LF	Lineal Foot	\$ 3.75
82	Asphalt – over 200 LF	Lineal Foot	\$ 4.00
	Removal of Existing Sod		
83	0 SF to 500 SF	Square Foot	\$.25
84	501 SF to 1,000 SF	Square Foot	\$ 1.25
85	1,001 SF to 3,000 SF	Square Foot	\$ 1.35
86	3,001 SF to 6,000 SF	Square Foot	\$ 1.45
87	6,001 SF to 12,000 SF	Square Foot	\$ 1.55
	Grading, Scarifying, Recompacting, etc.		
88	Manual Grading	Square Foot	\$ 1.50
89	Machine Fine Grading	Square Foot	\$ 4.50

Item	Description	Unit of Measure	Unit Price
	Excavate and Export Native Soils.		
90	0 CY to 6 CY	Cubic Yard	\$ 6.00
91	6 CY to 20 CY	Cubic Yard	\$ 10.00
92	20 CY to 100 CY	Cubic Yard	\$ 11.00
93	100 CY to 200 CY	Cubic Yard	\$ 12.00
	Truncated Domes Installation. Refer to Detail 320		
94	0'-50' LF	Lineal Feet	\$ 25.00
95	51' LF and over	Lineal Feet	\$ 27.00

Award for base bid will be determined by the following select line items representing the most common District projects at a weighted percentage.

Line Item	Description	Unit of Measure
	Project #1 - 50% weighted Remove and replace 4" concrete sidewalk - 6'Wx200'L	
79	Sawcut concrete \$ 12.00	12 lineal feet
72	Removal of existing concrete .85	1200 square feet
91	Excavate and export native soil \$ 10.00	11 cubic yards
88	Recompact subgrade .50	1200 square feet
1	4" reinforced p.c.c. flatwork \$ 3.10	1200 square feet

	Project #2 - 10% weighted Install 15'x20' - 6" thick utility pad	
83	Remove existing sod .25	300 square feet
90	Excavate and export native soil \$ 6.00	6 cubic yards
88	Recompact subgrade .50	300 square feet
5	6" reinforced p.c.c. flatwork \$ 4.10	300 square feet

	Project #3 - 10% weighted Remove and replace 200 lineal feet curb and gutter with 6" curb face	
80	Sawcut concrete \$ 8.00	204 lineal feet
71	Remove existing curb and gutter \$ 3.10	500 square feet
88	Recompact subgrade .50	500 square feet
17	Reinforced p.c.c. curb and gutter - 6" curb face \$ 19.00	200 lineal feet

	Project #4 - 10% weighted Install 2'-0" high concrete planter wall - 200 lineal feet	
91	Excavate and export native soil 10.00	15 cubic yards
88	Recompact native soil .50	400 square feet
50	Install 2'-0" high concrete wall planter 15.00	200 lineal feet

	Project #5 - 20% weighted Installation of truncated domes	
94	Truncated domes 25.00	30 lineal feet

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the seventh (7th) day after receiving the DISTRICT'S Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

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:

JOHN C PEDREGON - PRESIDENT
KAREN M PEDREGON - SECRETARY

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 the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the 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. 925480, Class C-81B 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 the 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 the 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 the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the 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.

Company Name ABOVE ALL NAMES CONST SERV INC

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: N/A
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____

Partnership Name: N/A
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____
Telephone: _____
Other Partner(s): _____

Corporation Name: ABOVE ALL NAMES CONST SERV INC
(a S Corporation¹)
Business Address: 1648 W. Persimmon ST.
BIALTO CA 92377
Telephone: 909-421-1770
Signed by: John C. Pedregon, President, Date: 9-22-2011
Print Name: JOHN C. PEDREGON, President
Signed by: Karen M. Pedregon, Secretary, Date: 9-22-2011
Print Name: KAREN M. PEDREGON, Secretary
[Seal]

¹ 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.

Joint Venturer

Name: N/A
Signed by: _____, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(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: ABOVE ALL NAMES CONST SERV INC.

Signed By: John C Pedregon (a S Corporation) Date: 9-22-2011

Print Name: JOHN C PEDREGON

Title: PRESIDENT

Date: 9-22-2011

Business Address: 1648 W. PERSIMMON ST
RIALTO CA 92377

Telephone: 909-421-1770

2 AGREEMENT FOR PARTICIPATION
3 INSIDE THE OUTDOORS
4 SCHOOL PROGRAM
5 PUBLIC SCHOOLS 2014 - 2015

6 This AGREEMENT is hereby entered into this 1st day of September,
7 2014, by and between the Orange County Superintendent of Schools, 200
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
9 as SUPERINTENDENT, and Capistrano Unified School District,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

13 1.0 SUPERINTENDENT shall provide a forty-five (45) minute to
14 seventy-five (75) minute Inside the Outdoors - School Program,
15 hereinafter referred to as PROGRAM, more specifically described in
16 Exhibit "A", which is attached hereto and incorporated by reference
17 herein.

18 2.0 This AGREEMENT shall be in full force and effect for the period
19 commencing September 1, 2014 and ending August 31, 2015. This
20 AGREEMENT must be fully executed by the Parties and be on file with
21 the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

22 3.0 In compliance with Education Code Section 35330 DISTRICT hereby
23 declares that no student has been denied the opportunity to
24 participate in the PROGRAM because of the inability to pay the
25 required fee. DISTRICT has made every effort to acquire the
financial support from fund-raising efforts, parents, and the

EXHIBIT 32

community to assist those students who are unable to pay the required fee.

4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S school(s) pursuant to Exhibit "A".

5.0 DISTRICT shall provide one (1) certificated employee to participate in the PROGRAM with each group of 25-30 students.

5.1 All participating certificated employees and adult aides, in cooperation with the PROGRAM staff, shall be expected to take an active role in the supervision of students.

6.0 Should a DISTRICT group exceed four (4) classrooms on a given day (approximately one hundred twenty (120) students), the additional classroom(s) may be scheduled to participate on another day.

7.0 DISTRICT shall be responsible for the supervision and care of its students. DISTRICT shall also be responsible for the actions of its students and employees while participating in the PROGRAM.

8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents, and employees from any and all claims for damages resulting from the acts or omissions of DISTRICT, its officers, agents, employees, and students with respect to the Inside the Outdoors - School Program.

SUPERINTENDENT shall hold harmless, defend, and indemnify the DISTRICT, its Governing Board, officers, agents, employees, and students from any and all claims for damage resulting from the acts or omissions of the Orange County Superintendent of Schools, the

1 Orange County Board of Education and its officers, agents, and
2 employees with respect to the Inside the Outdoors - School Program.

3 9.0 Any notice of cancellation by DISTRICT must be received in
4 writing by SUPERINTENDENT at least twenty (20) business days,
5 excluding holidays, prior to the scheduled PROGRAM date. In the
6 event of a cancellation, the DISTRICT is responsible to find an
7 equivalent replacement no later than ten (10) business days prior to
8 the cancelled program date; SUPERINTENDENT may also attempt to find
9 an equivalent replacement if possible. If DISTRICT or SUPERINTENDENT
10 is unable to find an equivalent replacement, DISTRICT will be charged
11 ninety percent (90%) of the full cost of the scheduled PROGRAM. If
12 DISTRICT'S School wishes to reschedule a scheduled PROGRAM date,
13 DISTRICT'S School may be charged an additional fee of Seventy-five
14 dollars (\$75.00).

15 10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
16 more specifically described in Exhibit "A", which is attached hereto
17 and incorporated by reference herein. Payment shall be based on the
18 number of students that actually attend, but no less than ninety
19 percent (90%) of the number of students identified in Exhibit "A".

20 If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment
21 requirement is ninety percent (90%) of the contracted number of
22 students, and is paid by sponsorship. If the number of students who
23 attend is less than ninety percent (90%) of the contracted enrollment
24 number, SCHOOL will be charged a per student fee for all students
25 that fall below ninety percent (90%).

1 10.1 A day of participation is defined as a student being
2 present during any part of a scheduled PROGRAM day.

3 10.2 Should the scheduled attendance from any given school in a
4 DISTRICT change by more than ten percent (10%), the
5 DISTRICT shall inform SUPERINTENDENT in writing at least
6 twenty (20) business days prior to the first (1st) day of
7 attendance.

8 10.3 Schools may be charged an additional transportation fee of
9 \$35.00 - \$125.00 per day.

10 11.0 Full payment of fees by DISTRICT must be received by
11 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

12 12.0 DISTRICT agrees to bear the expense of repairs and/or breakage
13 resulting from unreasonable wear or abuse to property and/or
14 equipment caused by its students and/or teachers participating in the
15 PROGRAM.

16 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the
17 District Superintendent or the District Superintendent's designee,
18 pursuant to Education Code Section 17604, the authority to allow
19 additional schools or students to participate in the Inside the
20 Outdoors - School Program during the term of AGREEMENT.

21 14.0 NOTICE. All notices or demands to be given under this AGREEMENT
22 by either party to the other, shall be in writing and given either
23 by: (a) personal service or (b) by U.S. Mail, mailed either by
24 registered or certified mail, return receipt requested, with postage
25 prepaid. Service shall be considered given when received if
personally served or if mailed on the third day after deposit in any

1 U.S. Post Office. The address to which notices or demands may be
2 given by either party may be changed by written notice given in
3 accordance with the notice provisions of this section. As of the
4 date of this AGREEMENT, the addresses of the parties are as follows:

5 DISTRICT: Capistrano Unified School District
33122 Valle Road
6 San Juan Capistrano, California 92675
Attn: _____

7
8 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
9 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

10 15.0 In the interest of public health, SUPERINTENDENT provides a
11 tobacco-free environment. Smoking or the use of any tobacco products
12 are prohibited in buildings and vehicles, and on any property owned,
13 leased or contracted for by the SUPERINTENDENT pursuant to
14 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
15 this policy could result in the termination of this AGREEMENT.

16 16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
17 unlawful discrimination in employment of persons because of race,
18 color, religious creed, national origin, ancestry, physical handicap,
19 medical condition, marital status, or sex of such persons.

20 17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
21 construed and entered into in accordance with the laws of the State
22 of California, through California state courts with venue in Orange
23 County, California.

24 18.0 If any term, covenant, condition or provision of this AGREEMENT
25 is held by court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

19.0 The failure of SUPERINTENDENT or DISTRICT 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.

20.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

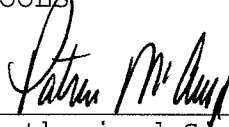
[THIS SECTION INTENTIONALLY LEFT BLANK]

1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: CAPISTRANO UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY:  _____
Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: July 17, 2014



Inside the Outdoors Fees for 2014-2015

Programs align with California Science and/or Social Science Content Standards



Field Trips

	Cost to School	Full Cost of Program
2 hour Programs		
Kindergarten- Ecosystem Extravaganza		
Shipley Nature Center or Mt. San Antonio College	\$7.00	\$13.15
First Grade - Ecosystem Extravaganza		
Shipley Nature Center or Mt. San Antonio College	\$7.00	\$13.15
Second Grade - Ecosystem Extravaganza		
Shipley Nature Center or Mt. San Antonio College	\$7.00	\$13.15
Second and Third Grade		
Wild Wetlands and Santiago Oaks	\$14.50	\$29.90
Third Grade - Gabrieliño Walk		
Shipley Nature Center or Mt. San Antonio College	\$8.00	\$16.25
Fourth Grade - Native American Program		
Shipley Nature Center or Mt. San Antonio College	\$8.00	\$16.25
Fourth Grade - Investigating Ecosystems		
Irvine Regional Park	\$14.50	\$29.90
Fifth Grade - Investigating Ecosystems		
Rancho Soñado, Santiago Oaks	\$14.50	\$29.90
3 hour Programs		
Third and Fourth Grade		
Key Ranch	\$16.50	\$34.65
Helena Modjeska House	\$19.00	\$34.65
Full Day (5.5 hour) Programs		
Fourth Grade		
Irvine Regional Park	\$33.00	\$68.20
Upper Newport Bay	\$30.00	\$60.85
Fourth and Sixth Grade		
Dana Point	\$33.00	\$68.20
Fifth and Sixth Grade		
Caspers Park, Crystal Cove, Modjeska Canyon, Rancho Soñado	\$33.00	\$68.20

Traveling Scientist Programs

Traveling Scientist Fee: \$360.00 for up to 60 students and \$6.00 for each additional student

(Full cost: \$8.00 per student)

Additional Birds of Prey Fee: \$51.00 for up to 60 students and \$0.85 for each additional student

(Full cost: \$1.00 per student)

Assembly Fee: \$360.00 for first assembly and \$60.00 for each additional assembly in the same day

Amazing Animals and Science Night Presentations

Birds of Prey Assembly: \$420.00 for first assembly and \$60.00 for each additional assembly in the same day

Traveling Scientist Programs have a daily mileage fee.

Capistrano Unified

School	Site/Program	Schedule Date	Grade	Number of Students	Fee Per Student	Price per Event or Flat Fee	Comments
Ambuehl School	TRAVELING SCIENTIST 1 - SURVIVING OUR STANDARDS	4/24/2015	5	75	\$6.00		
Ambuehl School	Mileage	4/24/2015				\$60.00	
Oak Grove School	TRAVELING SCIENTIST 1 - SCALES OR SLIME	5/6/2015	1	128	\$6.00		
Oak Grove School	Mileage	5/6/2015				\$60.00	
Tijeras Creek	TRAVELING SCIENTIST 2 - SURVIVING OUR STANDARDS	4/16/2015	5	90	\$6.00		
Tijeras Creek	Mileage	4/16/2015				\$60.00	

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.

2 AGREEMENT FOR PARTICIPATION
3 INSIDE THE OUTDOORS
4 FIELD PROGRAM
5 PUBLIC SCHOOLS 2014 - 2015

6 This AGREEMENT is hereby entered into this 1st day of September,
7 2014, by and between the Orange County Superintendent of Schools, 200
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
9 as SUPERINTENDENT, and Capistrano Unified School District,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

13 1.0 SUPERINTENDENT shall provide a one (1) hour to two (2) day
14 Inside the Outdoors - Field Program, hereinafter referred to as
15 PROGRAM, more specifically described in Exhibit "A", which is
16 attached hereto and incorporated by reference herein.

17 2.0 This AGREEMENT shall be in full force and effect for the period
18 commencing September 1, 2014 and ending August 31, 2015. This
19 AGREEMENT must be fully executed by the Parties and be on file with
20 the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.

21 3.0 In compliance with Education Code Section 35330 DISTRICT hereby
22 declares that no student has been denied the opportunity to
23 participate in the PROGRAM because of the inability to pay the
24 required fee. DISTRICT has made every effort to acquire the
25 financial support from fund-raising efforts, parents, and the
community to assist those pupils who are unable to pay the required
fee.

EXHIBIT 33

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A". Transportation and food are not
3 included and shall be the sole responsibility of DISTRICT.

4 5.0 DISTRICT shall provide one (1) certificated employee and one (1)
5 adult aide or parent to participate in the PROGRAM with each group of
6 25-30 students.

7 5.1 A certificated employee shall ride with and supervise
8 students on the bus.

9 5.2 All participating certificated employees and adult
10 aides, in cooperation with the PROGRAM staff, shall
11 be expected to take an active role in the supervision
12 of students. All guests must be eighteen (18) years
13 of age or older.

14 6.0 Should a DISTRICT group exceed two (2) classrooms on a given day
15 (approximately sixty (60) students), the additional classroom(s) may
16 be scheduled to participate on another day.

17 7.0 It is recommended that at least one (1) adult accompanying each
18 DISTRICT group hold a valid California driver's license and maintain
19 appropriate insurance coverage to drive a vehicle and have the
20 DISTRICT'S authority to transport sick or injured students requiring
21 medical attention (a district vehicle may be provided).

22 8.0 DISTRICT shall be responsible for the supervision and care of
23 its students from the time of departure from home or school to the
24 time of arrival back at the home or school. DISTRICT shall also be
25 responsible for the actions of its students and employees while
participating in the PROGRAM.

1 9.0 Hold Harmless/Insurance coverage shall be as follows:

2 A. DISTRICT shall hold harmless, defend, and indemnify the
3 Orange County Superintendent of Schools, the Orange County
4 Board of Education, and their officers, agents, and
5 employees from any and all claims for damages resulting
6 from the acts or omissions of DISTRICT, its officers,
7 agents, employees, and students with respect to the Inside
8 the Outdoors - Field Program.

9 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
10 the DISTRICT, its Governing Board, officers, agents,
11 employees, and students from any and all claims for damage
12 resulting from the acts or omissions of the Orange County
13 Superintendent of Schools, the Orange County Board of
14 Education and its officers, agents, and employees with
15 respect to the Inside the Outdoors - Field Program.

16 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
17 insurance evidencing all coverages and additional insured
18 endorsements required **no less than fourteen (14) business**
19 **days, excluding holidays, prior to DISTRICT'S first day of**
20 **participation. DISTRICT shall not participate in the**
21 **Inside The Outdoors - Field Program until SUPERINTENDENT**
22 **has received a valid certificate of insurance evidencing**
23 **the insurance coverage required.**

24 D. DISTRICT'S insurance must be with an insurance company
25 admitted and licensed by the Insurance Commissioner of the

1 State of California or a program of self-insurance
2 approved by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured
4 for its liability exposures, DISTRICT must notify the
5 SUPERINTENDENT in writing fourteen (14) business days,
6 excluding holidays, prior to DISTRICT'S first day of
7 participation and provide the SUPERINTENDENT with a
8 statement signed by an authorized representative of
9 DISTRICT which states that DISTRICT agrees to protect the
10 Orange County Superintendent of Schools, the Orange County
11 Board of Education, and its officers, employees, and
12 agents as if the insurance requirements in Section 9.0
13 were in full effect.

14 F. DISTRICT agrees to maintain Comprehensive General
15 Liability Insurance, including bodily injury, property
16 damage, premises-operations, products-completed operations
17 and personal injury, in the amount of not less than one
18 million dollars (\$1,000,000) per occurrence or a program
19 of self-insurance approved by SUPERINTENDENT.

20 G. The following two (2) policy endorsements must be included
21 and written as follows:

22 (a) "The Orange County Superintendent of Schools, the
23 Orange County Board of Education, and their officers,
24 agents and employees shall be added as an additional
25 insured to the policy."

1 (b) "Such insurance as is afforded by this policy for the
2 Orange County Superintendent of Schools, the Orange
3 County Board of Education, and its officers, agents,
4 and employees shall be primary, and any insurance
5 carried by the Orange County Superintendent of
6 Schools, or the Orange County Board of Education, for
7 the Orange County Superintendent of Schools and the
8 Orange County Board of Education and its officers,
9 agents, and employees shall be excess and
10 non-contributory."

11 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
12 out prior to participation in the Inside the Outdoors -
13 Field Program, and maintain in full force and effect, from
14 the first day of participation through the last day of
15 participation, a policy or policies of insurance covering
16 DISTRICT'S participation in the Inside the Outdoors -
17 Field Program.

18 I. Insurance certificate description should read as
19 "Participation in the Inside the Outdoors Programs."

20 J. In addition, DISTRICT shall provide a thirty (30) day
21 cancellation or reduction of coverage clause.

22 K. Insurance certificate holder shall be named proper as
23 "Orange County Superintendent of Schools, 200 Kalmus
24 Drive, P.O. Box 9050, Costa Mesa, California 92628-9050,
25 Attn: Contracts Department."

10.0 Any notice of cancellation by DISTRICT must be received in writing by SUPERINTENDENT at least twenty (20) business days, excluding holidays, prior to the scheduled PROGRAM date. In the event of a cancellation, the DISTRICT is responsible to find an equivalent replacement no later than ten (10) business days prior to the cancelled program date; SUPERINTENDENT may also attempt to find an equivalent replacement if possible. If DISTRICT or SUPERINTENDENT is unable to find an equivalent replacement, DISTRICT will be charged ninety percent (90%) of the full cost of the scheduled PROGRAM. If DISTRICT'S School wishes to reschedule a scheduled PROGRAM date, DISTRICT'S School may be charged an additional fee of Seventy-five dollars (\$75.00).

11.0 Cancellation of a PROGRAM due to inclement weather conditions may be made by the SUPERINTENDENT'S designated staff (no charge will be incurred for those days). DISTRICT groups will be rescheduled at a later date, upon request of DISTRICT and when space is available. If DISTRICT decides to participate in the PROGRAM in inclement weather conditions, DISTRICT will be charged the full fee regardless of weather conditions.

12.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein. Payment shall be made based on the number of students that actually attend, but not less than ninety percent (90%) of the number of students identified in Exhibit "A".

If school is designated as sponsored, a minimum enrollment requirement is ninety percent (90%) of the contracted number of

1 students, and is paid by sponsorship. If the number of students who
2 attend is less than ninety percent (90%) of the contracted enrollment
3 number, SCHOOL will be charged a per student fee for all students
4 that fall below ninety percent (90%).

5 13.0 DISTRICT agrees to send to PROGRAM the number of students
6 indicated in Exhibit "A". DISTRICT agrees to pay a fee to
7 SUPERINTENDENT pursuant to Section 12.0, for each student of DISTRICT
8 participating in the PROGRAM. If the number of students described in
9 Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no
10 less than twenty (20) business days prior to the scheduled date.

11 14.0 Full payment of fees by DISTRICT or school must be received by
12 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

13 15.0 DISTRICT agrees to bear the expense of repairs and/or breakage
14 resulting from unreasonable wear or abuse to property and/or
15 equipment caused by its students and/or teachers.

16 16.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
17 District Superintendent or the District Superintendent's designee,
18 pursuant to Education Code Section 39656, the authority to allow
19 additional schools or students to participate in the Inside the
20 Outdoors - Field Program during the term of AGREEMENT.

21 17.0 In the interest of public health, SUPERINTENDENT provides a
22 tobacco-free environment. Smoking or the use of any tobacco products
23 are prohibited in buildings and vehicles, and on any property owned,
24 leased or contracted for by the SUPERINTENDENT pursuant to
25 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
this policy could result in the termination of this AGREEMENT.

1 18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
2 unlawful discrimination in employment of persons because of race,
3 color, religious creed, national origin, ancestry, physical handicap,
4 medical condition, marital status, or sex of such persons.

5 19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
6 construed and entered into in accordance with the laws of the State
7 of California, through California state courts with venue in Orange
8 County, California.

9 20.0 NOTICE. All notices or demands to be given under this AGREEMENT
10 by either party to the other, shall be in writing and given either
11 by: (a) personal service or (b) by U.S. Mail, mailed either by
12 registered or certified mail, return receipt requested, with postage
13 prepaid. Service shall be considered given when received if
14 personally served or if mailed on the third day after deposit in any
15 U.S. Post Office. The address to which notices or demands may be
16 given by either party may be changed by written notice given in
17 accordance with the notice provisions of this section. As of the
18 date of this AGREEMENT, the addresses of the parties are as follows:

19 DISTRICT: Capistrano Unified School District
33122 Valle Road
20 San Juan Capistrano, California 92675
Attn: _____

21 SUPERINTENDENT: Orange County Superintendent of Schools
22 200 Kalmus Drive
P.O. Box 9050
23 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

24 21.0 If any term, covenant, condition or provision of this AGREEMENT
25 is held by court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22.0 The failure of SUPERINTENDENT or DISTRICT 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.

23.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.


[THIS SECTION INTENTIONALLY LEFT BLANK.]

1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: CAPISTRANO UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
6 Authorized Signature

BY:  _____
Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: July 17, 2014

Capistrano Unified

School	Site/Program	Schedule Date	Grade	Number of Students	Fee Per Student	Price per Event or Flat Fee	Comments
Tijeras Creek	SHIPLEY -GABRIELINO WALK - 9:00 AM TO 11:00 AM	4/2/2015	3	53	\$8.00		

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Section 11.0 of the Agreement.



PUBLIC NOTICE

On an as needed, on-going basis, Capistrano Unified School District will be disposing of surplus personal property by public auction, sealed bid, or other appropriate method of disposal. The surplus items will be disposed of through the firm of InterSchola.

The auction website is located at:

http://www.interschola.com/auctions.php?store_categories_id=12&district=2092

The disposal of surplus District personal property will be conducted in accordance with Education Code §17545 and 17546.

Date: August 27, 2014

Kirsten M. Vital, Superintendent

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Aguilar, Tara	Elem Library Media Tech	Other Employment	01/24/2013	08/12/2014
2. Bojorquez, Jairo	Reprographics Tech	Personal	09/03/2004	08/19/2014
3. Calore, Sarah	IF-Sp Ed	Other Employment	10/14/2013	06/24/2014
4. Cartisano, Jennifer	Autism Spec	Personal	08/04/2008	08/22/2014
5. Golden, Brian	Custodian III	Retirement	03/24/1986	07/24/2014
6. Helms, Deborah	HS Campus Supvr	Retirement	09/05/1990	06/25/2014
7. Hoffman, Susan	Attendance Clerk	Voluntary	10/25/2004	07/11/2014
8. Jacoby, Cyrena	Health Asst	Personal	02/14/2013	08/01/2014
9. Lascari, Antonina	FS Worker	Retirement	09/05/1990	06/24/2014
10. Lonn, Kimberly	IF-Autism	Other Employment	05/12/2014	08/14/2014
11. Manning, Mary	IF-Autism	Retirement	10/13/1998	06/24/2014
12. Martinez, Vannesa	FS Worker	Relocation	12/12/2013	06/22/2014
13. Miller, Patricia	Inst Asst-Presch	Retirement	09/04/1996	08/14/2014
14. Milligan, Debra	Presch Site Facilitator	Voluntary	09/06/2001	06/24/2014
15. Roberts, Helen	Lead FS Worker II	Retirement	09/14/1993	09/14/2014
16. Schmidt, Susan	Sch Secretary II	Personal	05/01/2006	08/29/2014
17. Westling, Andrew	Walk on Coach	District Initiated	09/02/2010	08/07/2014
18. Wolfe, Scott	Custodian I	Voluntary	11/03/1996	09/23/2014

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
19. Tran, Naomi	Academic Advisor (10.75mo/40hpw)	\$3,897.04 mo	R35-3	08/28/2014

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
20. Jimenez, Leticia	BIngl Comm Svcs Liaison (9.5mo/30hpw)	\$20.32 hr	R23-15	09/04/2014

<u>Name</u>	<u>Reemploy Laid Off Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
21. Dunning, Lisa	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/04/2014
22. Osterfeld, Kristen	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	\$13.74 hr	R19-1	09/04/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Classified Employees

APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
23. Alcalay, Tyler	Inst Asst	\$13.74 hr	R19-1	09/04/2014
24. Paride, Gayle	School Clerk I	\$15.16 hr	R23-1	08/28/2014
25. Rodriguez, Nascina	Blngl Comm Svcs Liaison	\$15.16 hr	R23-1	08/28/2014
26. Weiss, Monique	Student Supvr	\$10.00 hr		08/28/2014
27. Young, Sharon	Student Supvr	\$10.00 hr		08/28/2014

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
28. Guerrero-Solis	Student Worker	\$ 9.00 hr	06/01/2014- 06/30/2014
29. Zelden, Tristan	Student Worker	\$ 9.00 hr	07/16/2014- 06/30/2015

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
30. Welter, Michael	Lacrosse, Girls' (Head)	San Juan Hills HS	\$ 3,301.00	02/10/2015- 05/09/2015

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
31. Calta, Danielle	Pep Squad Song/Dance	Tesoro HS	\$ 5,333.34	05/01/2014- 06/30/2014
			\$26,666.66	07/01/2014- 04/30/2015
32. Cullinan, Rob	Basketball, Boys' Varsity (Asst)	Dana Hills HS	\$ 3,000.00	06/08/2014- 07/20/2014
33. Haley, Lori	Activities Account Clerk (Registration Preparation)	San Juan Hills HS	\$ 1,500.00	07/01/2014- 08/08/2014
34. Schlimmer, Annie	Soccer, Girls' (Asst)	San Clemente HS	\$ 1,650.00	07/01/2014- 07/31/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Classified Employees

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
35. Briggs-Boswell, Tonya	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	09/04/2014
36. Culhaci, Ebru	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	09/04/2014
37. Jones, Elli	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/04/2014
38. Kochmanski, Patrycia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/04/2014
39. Liem, Erica	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/04/2014
40. Macchiavello, Dawn	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	09/04/2014
41. Mansfield, Chelsea	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/04/2014
42. Owens, Kurina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/04/2014
43. Roark, Monica	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/04/2014
44. Walia, Niharika	IF-Sp Ed (9.5mo/30hpw)	\$14.79 hr	R22-1	09/04/2014

**APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT
PENDING CLEARANCE**

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Earliest Effective Date</u>
45. Boroian, Derek	Athletic Trainer	Tesoro HS	\$ 6,000.00	08/11/2014- 05/30/2015
46. Clauser, Trey	Football, Freshman (Asst)	San Juan Hills HS	\$ 2,500.00	08/01/2014- 11/07/2014
47. Halaj, Arkadiusz	Volleyball, Girls' Freshman (Head)	San Juan Hills HS	\$ 2,500.00	08/28/2014- 11/07/2014
48. Hammon, Natalie	Pep Squad, (Asst)	Tesoro HS	\$ 4,400.00	08/30/2014- 05/01/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Classified Employees

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
49. Batchelder, Cara	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-5	09/04/2014
50. Blacker, Joanne	Accounting Tech I (12mo/40hpw)	Accounting Tech II (12mo/40hpw)	R37-15	08/28/2014
51. Bonsangue, Dawnell	IF-Sp Ed (9.5mo/17.5hpw)	IF-Autism (9.5mo/30hpw)	R22-2	09/04/2014
52. Bran, Cara	IF-Sp Ed (9.5mo/30hpw)	Human Resource Spec (12mo/40hpw)	CONF R21-1	08/28/2014
53. Cannata, Stephanie	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-15	09/04/2014
54. Eaton, Michael	IF-Sp Ed (9.5mo/17.5hpw)	IF-Autism (9.5mo/30hpw)	R22-2	09/04/2014
55. Ginsberg, Shari	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-1	09/04/2014
56. Larkins, Kelly	Sch Secretary I (10.5mo/40hpw)	Academic Advisor (Temp/20hpw)	R35-10	08/08/2014- untill filled
57. McKeown, Sheray	Inst Asst-Presch (9.5mo/17.5hpw)	Academic Advisor (10.75 mo/40 hpw)	R35-1	08/21/2014
58. Metcalf, Henry Santos	Blngl Spec Projects Liaison (12mo/40 hpw)	Academic Advisor (10.75 mo/40 hpw)	R35-1	08/27/2014
59. Salimi, Layla	IF-Sp Ed (9.5mo/17.5hpw)	IF-Autism (9.5mo/30hpw)	R22-2	09/04/2014
60. Stangarone, Staci	School Secretary II (10.75mo/40hpw)	Academic Advisor (10.75mo/40hpw)	R35-1	08/28/2014
61. Titterness, Kyle	Bindery Worker (12mo/40hpw)	Reprographics Tech (Temp/40hpw)	R32-10	08/20/2014- 10/14/2014
62. Torres, Alejandra	Intermediate Office Asst (10.75mo/30hpw)	Staff Secretary (Temp/40hpw)	R31-10	08/07/2014
63. Winn, Caroline	IF-Sp Ed (9.5mo/17.5hpw)	IF-Autism (9.5mo/30hpw)	R22-2	09/04/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Classified Employees

APPROVE REASSIGNMENTS

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Effective Date</u>
64. Coleman, Monica	Health Asst (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	09/04/2014
65. Reyna, Jasmin	Inst Asst-Presch (9.5mo/10hpw)	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	R19-5	09/04/2014

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
66. Jones, Denise	IF-Sp Ed (9.5mo/32.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-4	08/18/2014

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
67. Farias, Elvira	FS Worker TAA NTE 12 hrs (Setting up kitchen for 2014-2015 school year)	09/02/2014- 09/03/2014
68. Farias, Patricia	FS Worker TAA NTE 12 hrs (Setting up kitchen for 2014-2015 school year)	09/02/2014- 09/03/2014
69. Harrison, Eva	BIngl Inst Asst TAA NTE 50 hrs (Translating)	08/11/2014- 12/20/2014
70. Hertz, Jana	Braille Transcriber TAA NTE 90 hrs (Transcribe braille)	07/07/2014- 08/01/2014
71. Mar, Araceli	BIngl Clerk TAA NTE 50 hrs (Process and organize Title 1 instructional and school materials)	08/11/2014- 06/19/2015
72. Rodriguez, Nascina	Testing Asst TAA NTE 50 hrs (CELDT testing hours)	08/11/2014- 12/20/2014
73. Ross, Rachelle	Academic Advisor TAA NTE 2 hrs (Credit Analysis Meeting)	07/24/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

74. Silva, Jose	FS Worker TAA NTE 12 hrs (Setting up kitchen for 2014-2015 school year)	09/02/2014- 09/03/2014
75. Zamarripa, Lorena	FS Worker TAA NTE 12 hrs (Setting up kitchen for 2014-2015 school year)	09/02/2014- 09/03/2014

**APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
76. Abbasi, Khursheed	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
77. Acosta, Brenda	LVN	07/21/2014- 08/01/2014
78. Adamson, Coral	IBI Asst/Tutor	07/07/2014- 08/01/2014
79. Albertson, Georgia	IF-Sp Ed	07/07/2014- 08/01/2014
80. Alcalay, Tyler	IF-Sp Ed	07/07/2014- 08/01/2014
81. Andersen, Mari	IF-Sp Ed	07/07/2014- 08/01/2014
82. Anthony, Judy	IF-Sp Ed	07/07/2014- 08/01/2014
83. Appelgate, Jodi	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
84. Araiza, Martha	IF-Sp Ed	07/07/2014- 08/01/2014
85. Arreola, Erica	IF-Sp Ed	07/07/2014- 08/01/2014
86. Axtell, Barbara	IF-Sp Ed	07/07/2014- 08/01/2014
87. Ayers, Salina	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
88. Bacon, Lisa	IF-Sp Ed	07/07/2014- 08/01/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Classified Employees

APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
89. Bacopulos, Dana	IF-Sp Ed	07/07/2014- 08/01/2014
90. Baily Hoerle, Colleen	IF-Sp Ed	07/07/2014- 08/01/2014
91. Baker, Victoria	IF-Sp Ed	07/07/2014- 08/01/2014
92. Balsis, Tianna	Inst Asst-Sp Ed	07/01/2014- 08/01/2014
93. Bartik, Lisa	Inst Asst-Sp Ed Presch	07/07/2014- 08/01/2014
94. Batchelder, Cara	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
95. Berg, Sandra	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
96. Bernstein, Alexsandra	IF-Sp Ed	07/07/2014- 08/01/2014
97. Birkinshaw, Ryan	IF-Sp Ed	07/07/2014- 08/01/2014
98. Birkinshaw, Sandy	IBI Asst/Tutor	07/07/2014- 08/01/2014
99. Boland, Alissa	Inst Asst-Sp Ed Presch	07/07/2014- 08/01/2014
100. Bonar, Catherine	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
101. Bonnin, Jill	IF-Sp Ed	07/07/2014- 08/01/2014
102. Bonsangue, Dawnerll	IF-Sp Ed	07/07/2014- 08/01/2014
103. Booker, Lexi	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	07/07/2014- 08/01/2014
104. Brady, Guadalupe	IF-Sp Ed	07/07/2014- 08/01/2014
105. Bran, Cara	IF-Sp Ed	07/07/2014- 08/01/2014
106. Bridwell, Jody	IF-Sp Ed	07/07/2014- 08/01/2014
107. Burns, Mitravinda	Inst Asst-Sp Ed	07/07/2014- 08/01/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Classified Employees

APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
108. Cardin, Patty	IBI Asst/Tutor	07/07/2014- 08/01/2014
109. Carter, Meghan	IF-Sp Ed	07/07/2014- 08/01/2014
110. Catsouras, Cathy	IF-Sp Ed	07/07/2014- 08/01/2014
111. Caudill, Amanda	IBI Asst/Tutor	07/07/2014- 08/01/2014
112. Cingari, Joanne	LVN	07/01/2014- 08/01/2014
113. Clark, Christopher	IF-Sp Ed	07/07/2014- 08/01/2014
114. Clark, Venitra	LVN	07/01/2014- 08/01/2014
115. Clift, Lynette	IBI Asst/Tutor	07/07/2014- 08/01/2014
116. Coleman, Monica	IF-Sp Ed	07/07/2014- 08/01/2014
117. Colore, Sarah	IF-Sp Ed	07/07/2014- 08/01/2014
118. Cook, Karen	IF-Sp Ed	07/07/2014- 08/01/2014
119. Cooper, Tom	IF-Sp Ed	07/07/2014- 08/01/2014
120. Corcoran, Travis	IBI Asst/Tutor	07/07/2014- 08/01/2014
121. Cox, Kimberly	IF-Sp Ed	07/07/2014- 08/01/2014
122. Craft, Karen	IF-Sp Ed	07/07/2014- 08/01/2014
123. Cragg, Charlene	IF-Sp Ed	07/07/2014- 08/01/2014
124. Cullough, Roselle	IF-Sp Ed	07/15/2014- 08/01/2014
125. Deering, Gina	IF-Sp Ed	07/07/2014- 08/01/2014
126. Denn, Anne	Inst Asst-Sp Ed	07/07/2014- 08/01/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Classified Employees

APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
127. Dinsmoor, Joy	IF-Sp Ed	07/07/2014-08/01/2014
128. Dodson, Penny	Inst Asst-Sp Ed	07/07/2014-08/01/2014
129. Doering, Kim	IF-Sp Ed	07/07/2014-08/01/2014
130. Dolan, Linda	IF-Sp Ed	07/07/2014-08/01/2014
131. Downing, Natalie	IF-Sp Ed	07/07/2014-08/01/2014
132. Dugan, Linda	IF-Sp Ed	07/07/2014-08/01/2014
133. Duty, Veronica	IF-Sp Ed	07/07/2014-08/01/2014
134. Eaton, Michael	IF-Sp Ed	07/07/2014-08/01/2014
135. Eiler, Christine	IF-Sp Ed	07/07/2014-08/01/2014
136. Elgelson, Emily	IBI Asst/Tutor	07/07/2014-08/01/2014
137. Engberg, Teri	IF-Sp Ed	07/07/2014-08/01/2014
138. Engelhardt, Nancy	IF-Sp Ed	07/07/2014-08/01/2014
139. Enriquez, Michelle	IBI Asst/Tutor	07/07/2014-08/01/2014
140. Erickson, Neena	IF-Sp Ed	07/07/2014-08/01/2014
141. Evans, Lisa	IF-Sp Ed	07/07/2014-08/01/2014
142. Farrell, Dorothy	IF-Sp Ed	07/07/2014-08/01/2014
143. Fiorentino, Deborah	IF-Sp Ed	07/07/2014-08/01/2014
144. Flaherty, Valerie	Inst Asst-Sp Ed	07/07/2014-08/01/2014
145. Florio, Thomas	IF-Sp Ed	07/07/2014-08/01/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Classified Employees

APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
146. Flynn, Margaret	IBI Asst/Tutor	07/07/2014- 08/01/2014
147. Foat, Laureen	IF-Sp Ed	07/07/2014- 08/01/2014
148. Foret, Debra	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
149. Forrest, Cathleen	IF-Sp Ed	07/07/2014- 08/01/2014
150. Friedlander, Dorothy	IBI Asst/Tutor	07/07/2014- 08/01/2014
151. Fusco, Vince	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	07/07/2014- 08/01/2014
152. Garau, Kathleen	Inst Asst-Sp Ed Presch	07/07/2014- 08/01/2014
153. Garcia, Rosario	IF-Sp Ed	07/07/2014- 08/01/2014
154. Garrett, Ann	Inst Asst-Sp Ed	07/01/2014- 08/01/2014
155. Ghammachi, Jouan	IF-Sp Ed	07/07/2014- 08/01/2014
156. Gill, Arvinder	IBI Asst/Tutor	07/07/2014- 08/01/2014
157. Ginsberg, Shari	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
158. Goeliner, Robin	Inst Asst-Sp Ed Presch	07/07/2014- 08/01/2014
159. Gomez, Adam	IF-Sp Ed	07/07/2014- 08/01/2014
160. Gonzalez, Genevieve	Caregiver	07/07/2014- 08/01/2014
161. Goodrich, Cindy	IF-Sp Ed	07/07/2014- 08/01/2014
162. Goodridge, Elizabeth	IF-Sp Ed	07/07/2014- 08/01/2014
163. Gorder, Mitzi	IF-Sp Ed	07/07/2014- 08/01/2014
164. Goyueta, Flor	IF-Sp Ed	07/07/2014- 08/01/2014

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APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
165. Goyzueta, Leslie	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
166. Grady, Sharon	IF-Sp Ed	07/07/2014- 08/01/2014
167. Guerrero Segura, Julie	IF-Sp Ed	07/07/2014- 08/01/2014
168. Guillen, Maria	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
169. Guthary, Miriam	BIngl IF-Sp Ed	07/07/2014- 08/01/2014
170. Gutierrez, Crystal	IF-Sp Ed	07/07/2014- 08/01/2014
171. Guzman, Johanna	IF-Sp Ed	07/07/2014- 08/01/2014
172. Hall, Margaret	Sr IBI Asst/Tutor	07/01/2014- 08/22/2014
173. Hannegan, Natscha	IF-Sp Ed	07/07/2014- 08/01/2014
174. Hansen Luburic, Susan	IF-Sp Ed	07/07/2014- 08/01/2014
175. Harlow, Susanne	IF-Sp Ed	07/07/2014- 08/01/2014
176. Harney, Barbara	IF-Sp Ed	07/07/2014- 08/01/2014
177. Harper, Sharon	IF-Sp Ed	07/07/2014- 08/01/2014
178. Hart, Suzie	IF-Sp Ed	07/07/2014- 08/01/2014
179. Hatcher, Joshua	IF-Sp Ed	07/07/2014- 08/01/2014
180. Heiden, Patricia	IF-Sp Ed	07/07/2014- 08/01/2014
181. Henderson, Holly	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
182. Higi, Michelle	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
183. Hill, Alisa	Inst Asst-Sp Ed	07/07/2014- 08/01/2014

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APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
184. Hill, Dawn	Sr IBI Asst/Tutor	07/01/2014-08/22/2014
185. Himmerich, Rhonda	IF-Sp Ed	07/07/2014-08/01/2014
186. Hoklotubbe, Sandy	Inst Asst-Sp Ed	07/07/2014-08/01/2014
187. Holden, Sue	IF-Sp Ed	07/07/2014-08/01/2014
188. Hoqoq, Safia	IF-Sp Ed	07/07/2014-08/01/2014
189. Hossain, Samina	IF-Sp Ed	07/07/2014-08/01/2014
190. Howard, Lisa	IF-Sp Ed	07/07/2014-08/01/2014
191. Howell, Kristen	IF-Sp Ed	07/07/2014-08/01/2014
192. Isip, Shirley	LVN	07/01/2014-08/01/2014
193. Jackson, Krista	IF-Sp Ed	07/07/2014-08/01/2014
194. Jacobson, Julia	IF-Sp Ed	07/07/2014-08/01/2014
195. James, Lonnie	IF-Sp Ed	07/07/2014-08/01/2014
196. Jarbo, Nicole	IF-Sp Ed	07/07/2014-08/01/2014
197. Jimenez, Denise	IBI Asst/Tutor	07/07/2014-08/01/2014
198. Johnson, Christina	Inst Asst-Sp Ed	07/07/2014-08/01/2014
199. Johnson, Stacey	IF-Sp Ed	07/07/2014-08/01/2014
200. Jones, Denise	IF-Sp Ed	07/07/2014-08/01/2014
201. Junio, Jennifer	Inst Asst-Sp Ed	07/07/2014-08/01/2014
202. Kalmbach, Barbara	Inst Asst-Sp Ed	07/07/2014-08/01/2014

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APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
203. Kelly, Loretta	IF-Sp Ed	07/07/2014- 08/01/2014
204. Kelsey, Petah	Interpreter for Hearing Impaired	07/07/2014- 08/01/2014
205. Kerber, Brooke	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
206. Keyte, Gabrielle	IF-Sp Ed	07/07/2014- 08/01/2014
207. Keyte, Karen	IF-Sp Ed	07/07/2014- 08/01/2014
208. Kimmell, Julie	IF-Sp Ed	07/07/2014- 08/01/2014
209. Klinger, Jodi	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
210. Kopelson, Kathleen	IBI Asst/Tutor	07/07/2014- 08/01/2014
211. Laidley, Joanie	IBI Asst/Tutor	07/07/2014- 08/01/2014
212. Lakshminarayana, Namitha	IF-Sp Ed	07/07/2014- 08/01/2014
213. Langaee Vahdat, Shaheen	IF-Sp Ed	07/07/2014- 08/01/2014
214. Lareau, Lainie	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	07/07/2014- 08/01/2014
215. Larsen, Katie	IF-Sp Ed	07/07/2014- 08/01/2014
216. Le, Grace	IF-Sp Ed	07/07/2014- 08/01/2014
217. Lehman, Rosana	IF-Sp Ed	07/07/2014- 08/01/2014
218. Levine, Jodie	IF-Sp Ed	07/07/2014- 08/01/2014
219. Levine, Tonya	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
220. Linderorth, Ramona	IF-Sp Ed	07/07/2014- 08/01/2014
221. Lonnie, James	IF-Sp Ed	07/10/2014- 08/01/2014

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PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
222. Loper-Leddy, Kay	IF-Sp Ed	07/07/2014- 08/01/2014
223. Lopez, Ann	IF-Sp Ed	07/07/2014- 08/01/2014
224. Lowe, Deborah	IF-Sp Ed	07/07/2014- 08/01/2014
225. Madsen, Sheryl	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
226. Maloney, Lisa	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
227. Mansfield, Chelsea	IF-Sp Ed	07/07/2014- 08/01/2014
228. Marr, Terry	IF-Sp Ed	07/07/2014- 08/01/2014
229. Martin, Brooke	IF-Sp Ed	07/07/2014- 08/01/2014
230. Martinez, Yobany	IF-Sp Ed	07/07/2014- 08/01/2014
231. Massaro, Michelle	IF-Sp Ed	07/07/2014- 08/01/2014
232. Massey, Karen	IF-Sp Ed	07/07/2014- 08/01/2014
233. Maul, Sandy	IF-Sp Ed Presch	07/07/2014- 08/01/2014
234. Mawlawi, Samar	IF-Sp Ed	07/07/2014- 08/01/2014
235. McBride, Jill	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	07/07/2014- 08/01/2014
236. McFarlane, Jason	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
237. McGrail, Ashley	IF-Sp Ed	07/07/2014- 08/01/2014
238. McKee, Danise	IBI Asst/Tutor	07/07/2014- 08/01/2014
239. McMaster, Janice	IF-Sp Ed Presch	07/07/2014- 08/01/2014
240. Meyer, Julie	Inst Asst-Sp Ed	07/07/2014- 08/01/2014

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
241. Meyers, Robin	IF-Sp Ed Presch	07/07/2014-08/01/2014
242. Micalizzi, Tracy	IF-Sp Ed	07/07/2014-08/01/2014
243. Miller, Margaret	Inst Asst-Sp Ed	07/07/2014-08/01/2014
244. Montoyo, Julie	IF-Sp Ed	07/07/2014-08/01/2014
245. Montross, Christine	IF-Sp Ed	07/07/2014-08/01/2014
246. Morand, Cara	Sr IBI Asst/Tutor	07/01/2014-08/22/2014
247. Murphy, Marissa	IF-Sp Ed	07/07/2014-08/01/2014
248. Mushnick, Larisa	IF-Sp Ed	07/07/2014-08/01/2014
249. Napora, Noelle	IBI Asst/Tutor	07/07/2014-08/01/2014
250. Nemeth, Nancy	IF-Sp Ed	07/07/2014-08/01/2014
251. Neumeyer, Mary Lee	IF-Sp Ed	07/07/2014-08/01/2014
252. Newell, Michelle	Interpreter for Hearing Impaired	07/07/2014-08/01/2014
253. Nguyen-Motakef, Kelly	Inst Asst-Sp Ed	07/07/2014-08/01/2014
254. Nieto, Victoria	IF-Sp Ed	07/07/2014-08/01/2014
255. Norland, Connie	Sub IF-Sp Ed	07/07/2014-08/01/2014
256. Norman, Ellesse	IBI Asst/Tutor	07/07/2014-08/01/2014
257. Novak, Kimberly	Inst Asst-Sp Ed	07/07/2014-08/01/2014
258. O'Steen, Linda	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	07/07/2014-08/01/2014
259. Oliveras, Aimee	IF-Sp Ed	07/07/2014-08/01/2014

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
260. Ondatjem, Karen	IF-Sp Ed	07/07/2014- 08/01/2014
261. Ondryas, Brianna	IF-Sp Ed	07/07/2014- 08/01/2014
262. Orgill, Janell	IBI Asst/Tutor	07/07/2014- 08/01/2014
263. Palmer, Stratton	IF-Sp Ed	07/07/2014- 08/01/2014
264. Panning, Labate	IBI Asst/Tutor	07/07/2014- 08/01/2014
265. Paulsen, Andrea	IF-Sp Ed	07/07/2014- 08/01/2014
266. Pearson, Robin	IF-Sp Ed	07/07/2014- 08/01/2014
267. Penna, Carmen	IF-Sp Ed	07/07/2014- 08/01/2014
268. Persson, Nancy	IF-Sp Ed	07/07/2014- 08/01/2014
269. Peshek, Patty	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
270. Pitzen, John	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	07/07/2014- 08/01/2014
271. Presley, Jenni	IF-Sp Ed	07/07/2014- 08/01/2014
272. Raisola, Diane	IF-Sp Ed	07/07/2014- 08/01/2014
273. Rashidi, Kim	IBI Asst/Tutor	07/07/2014- 08/01/2014
274. Rasooli, Maryam	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	07/07/2014- 08/01/2014
275. Rezaei Maleki, Yasaman	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
276. Rigg, Valerie	IF-Sp Ed	07/07/2014- 08/01/2014
277. Riserbato, Carol	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
278. Robinson, Patty	Inst Asst-Sp Ed	07/07/2014- 08/01/2014

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
279. Rohrer, Linda	IF-Sp Ed	07/07/2014-08/01/2014
280. Rose, Maryanne	IF-Sp Ed	07/07/2014-08/01/2014
281. Rydquist, Carol	IF-Sp Ed	07/07/2014-08/01/2014
282. Saavedra, Veronica	IF-Sp Ed	07/07/2014-08/01/2014
283. Sakamoto, Dory	IF-Sp Ed	07/07/2014-08/01/2014
284. Sanchez, Judy	IF-Sp Ed	07/07/2014-08/01/2014
285. Savron, Jeanine	IF-Sp Ed	07/07/2014-08/01/2014
286. Schauer, Ofilia	IF-Sp Ed	07/07/2014-08/01/2014
287. Schooler, Debbie	IBI Asst/Tutor	07/07/2014-08/01/2014
288. Schooler, Michael	IF-Sp Ed	07/07/2014-08/01/2014
289. Schwab, Sarah	Inst Asst-Sp Ed Presch	07/07/2014-08/01/2014
290. Scrimsher, Anastasia	IF-Sp Ed	07/07/2014-08/01/2014
291. Seay, Laurence	IF-Sp Ed	07/07/2014-08/01/2014
292. Sebourn, Nelleke	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	07/07/2014-08/01/2014
293. Seymour, Deborah	IF-Sp Ed	07/07/2014-08/01/2014
294. Shofner, Brianna	IF-Sp Ed	07/07/2014-08/01/2014
295. Simon, Pamela	IF-Sp Ed	07/07/2014-08/01/2014
296. Simonelli, Rorie	Inst Asst-Sp Ed	07/07/2014-08/01/2014
297. Simpson, Patricia	IF-Sp Ed	07/07/2014-08/01/2014

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<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
298. Simpson, Gloria	IF-Sp Ed	07/07/2014-08/01/2014
299. Smith, Anne	IBI Asst/Tutor	07/07/2014-08/01/2014
300. Solis, Bertha	Inst Asst-Sp Ed	07/07/2014-08/01/2014
301. Soltis, Pam	IBI Asst/Tutor	07/07/2014-08/01/2014
302. Soto, Marta Evel	Inst Asst-Sp Ed	07/07/2014-08/01/2014
303. Sowers, Katie	IF-Sp Ed	07/07/2014-08/01/2014
304. Spiller, Charles	IF-Sp Ed	07/07/2014-08/01/2014
305. Spivak, Liora	IF-Sp Ed	07/07/2014-08/01/2014
306. Spurlock, Melody	Inst Asst-Sp Ed	07/07/2014-08/01/2014
307. Stewart, Laura	IF-Sp Ed	07/07/2014-08/01/2014
308. Stratford, Jessica	IF-Sp Ed	07/07/2014-08/01/2014
309. Stratford, Jon	IF-Sp Ed	07/07/2014-08/01/2014
310. Talbot, Nita	Interpreter for Hearing Impaired	07/07/2014-08/01/2014
311. Tambakis, Pam	IF-Sp Ed	07/07/2014-08/01/2014
312. Tilton, Carol	Inst Asst-Sp Ed	07/07/2014-08/01/2014
313. Toscano, Alejandro	IF-Sp Ed	07/07/2014-08/01/2014
314. Troffer, Garrett	IBI Asst/Tutor	07/07/2014-08/01/2014
315. Tye, Cynthia	Inst Asst-Sp Ed	07/07/2014-08/01/2014
316. Umana, Barbara	IF-Sp Ed	07/07/2014-08/01/2014

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APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
317. Vahdat, Shaheen	LVN	07/01/2014- 08/01/2014
318. Vargas, David	Sr IBI Asst/Tutor	07/01/2014- 08/22/2014
319. Vazzano, Randi	IF-Sp Ed	07/07/2014- 08/01/2014
320. Velasquez, Kimberly	IF-Sp Ed	07/07/2014- 08/01/2014
321. Vermillion, Diana	MS Campus Supvr	07/07/2014- 08/01/2014
322. Vieane, Shirley	IF-Sp Ed	07/07/2014- 08/01/2014
323. Vile, Christine	Inst Asst-Sp Ed	07/07/2014- 08/01/2014
324. Volpe, Melissa	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	07/07/2014- 08/01/2014
325. Wachman, Tiffany	IBI Asst/Tutor	07/07/2014- 08/01/2014
326. Walker, Karen	IF-Sp Ed	07/07/2014- 08/01/2014
327. Walters, Elaine	IF-Sp Ed	07/07/2014- 08/01/2014
328. Warren, Mary Lynn	IF-Sp Ed	07/07/2014- 08/01/2014
329. Wellington, Patricia	IF-Sp Ed	07/07/2014- 08/01/2014
330. Weston, Kelly	IBI Asst/Tutor	07/07/2014- 08/01/2014
331. Wheeler, Diana	IF-Sp Ed	07/07/2014- 08/01/2014
332. Whelan, Laureen	MS Campus Supvr	07/07/2014- 08/01/2014
333. Whiting, Sue	IF-Sp Ed	07/07/2014- 08/01/2014
334. Whyte, Juanita	IF-Sp Ed	07/07/2014- 08/01/2014
335. Wilde, Melita	IF-Sp Ed	07/07/2014- 08/01/2014

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APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
336. Wiles, Kim	IF-Sp Ed	07/07/2014-08/01/2014
337. Williams, Ashely	Sub IF-Sp Ed	07/07/2014-08/01/2014
	Sub Inst Asst-Sp Ed	08/01/2014
338. Williams, Brooke	IF-Sp Ed	07/07/2014-08/01/2014
339. Williams, John	IF-Sp Ed	07/07/2014-08/01/2014
340. Wirtz, Patricia	IF-Sp Ed	07/07/2014-08/01/2014
341. Wolfson, Meghan	IBI Asst/Tutor	07/07/2014-08/01/2014
342. Woolwine, Debra	IF-Sp Ed	07/07/2014-08/01/2014
343. Yamamoto, Laura	Inst Asst-Sp Ed	07/07/2014-08/01/2014

APPROVE SUMMER EMPLOYMENT

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
344. Aguirre, Mariella	IF-Sp Ed	Sub IF-Sp Ed	R22-6	07/07/2014-08/01/2014
	(9.5mo/32.5hpw)	Sub Inst Asst-Sp Ed	R20-6	08/01/2014
345. Ames, Sharon	Sch Clerk II	Sub IF-Sp Ed	R22-15	07/07/2014-08/01/2014
	(10.5mo/40hpw)	Sub Inst Asst-Sp Ed	R20-15	08/01/2014
346. Anawalt, Allison	Elem Office Mgr	Clerk	R23-6	07/07/2014-08/01/2014
	(10.5mo/40hpw)			
347. Avila, Therese	Behavior Intervention Spec	Sub IF-Sp Ed	R22-3	07/07/2014-08/01/2014
	(9.5mo/35hpw)	Sub Inst Asst-Sp Ed	R20-3	08/01/2014
348. Bacinsky, Valerie	Caregiver	Inst Asst-Sp Ed	R19-2	07/07/2014-08/01/2014
	(9.5mo/17.5hpw)	Presch		
349. Baldwin, Laura	Sub IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-1	07/07/2014-08/01/2014
350. Belardes, Kerry	IF-Sp Ed	IF-Sp Ed Presch	R19-4	07/07/2014-08/01/2014
	(9.5mo/30hpw)			

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<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
351. Benhky Kowarsky, Paul	Speech Language Path Asst (9.5mo/35hpw)	IF-Sp Ed	R22-6	07/07/2014-08/01/2014
352. Bernal, Pricilla	Elem Sch Clerk (10.5mo/40hpw)	IF-Sp Ed Presch	R19-2	07/07/2014-08/01/2014
353. Blanco, Margaret	Blngl Elem Sch Clerk (10.5mo/17.5hpw)	Sub Clerk	R23-3	07/01/2014-08/01/2014
354. Boettcher, Sherry	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-20	07/07/2014-08/01/2014
355. Boland, Isabel	Blngl Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	Inst Asst-Sp Ed Presch	R19-10	07/07/2014-08/01/2014
356. Bundy, Julie	IF-Sp Ed (9.5mo/30hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-2 R20-2	07/07/2014-08/01/2014
357. Buys, Debbie	Elem Office Mgr (10.5mo/40hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-15 R20-15	07/07/2014-08/01/2014
358. Bybordi, Shayestan	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-10	07/07/2014-08/01/2014
359. Cameron, Susan	IF-Autism (9.5mo/30hpw)	IF-Sp Ed Presch	R19-2	07/07/2014-08/01/2014
360. Carter, Meghan	Sub IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-1	07/07/2014-08/01/2014
361. Chironis-Grant, Audrey	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed Presch	R19-6	07/07/2014-08/01/2014
362. Chung, Cecilia	Blngl Elem Sch Clerk (10.5mo/40hpw)	Sub Clerk	R23-2	07/07/2014-08/01/2014
363. Collier, Leslie	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-10	07/07/2014-08/01/2014
364. Dack, Carla	IF-Sp Ed (9.5mo/30hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-10 R20-10	07/07/2014-08/01/2014
365. DeRacat, Emily	Sub Inst Asst-Sp Ed	Sub IF-Sp Ed Inst Asst-Sp Ed	R22-1 R20-1	07/07/2014-08/01/2014
366. Dicostanzo, Linda	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-10	07/07/2014-08/01/2014
367. Doolin, Bridget	Student Supvr (9.5mo/12.5hpw)	Inst Asst-Sp Ed	R20-1	07/07/2014-08/01/2014
368. Egerton, Jane	Elem Office Mgr (10.5mo/40hpw)	Clerk	R23-5	07/07/2014-08/01/2014

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<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
369. Escherich, Ellie	IF-Sp Ed (9.5mo/32.5hpw)	IF-Sp Ed Presch	R19-2	07/07/2014- 08/01/2014
370. Escherich, Sara	Sub IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-1	07/07/2014- 08/01/2014
371. Eyre, Ann	Sub IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-1	07/07/2014- 08/01/2014
372. Fejes, Jacquelyn	Caregiver (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-3	07/07/2014- 08/01/2014
373. Fitzsimmons, Kathleen	Sr IBI Asst/Tutor (9.5mo/40hpw)	IBI Asst/Tutor	R24-2	07/01/2014- 08/22/2014
374. Flotho, Lisa	Presch Teacher (9.5mo/30hpw)	IF-Sp Ed Presch	R19-15	07/07/2014- 08/01/2014
375. Fowler, Kevin	HS Campus Supvr (9.5mo/17.5hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-10 R20-10	07/07/2014- 08/01/2014
376. Fuller, Diane	Health Asst (9.5mo/17.5hpw)	IF-Sp Ed Presch	R19-15	07/07/2014- 08/01/2014
377. Gallegos, Marina	Sub MS Campus Supvr	Sub HS Campus Supvr	R25-1	07/07/2014- 08/01/2014
378. Goodwin Pitino, Stacy	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-6	07/07/2014- 08/01/2014
379. Gordon, Mercy	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-2	07/07/2014- 08/01/2014
380. Hamilton, Cindy	Sub MS Campus Supvr	MS Campus Supvr	R23-1	07/07/2014- 08/01/2014
381. Hanson, Robin	Sub Opportunity Asst	Sub IF-Sp Ed Sub Inst Asst-Sp Ed Inst Asst-Sp Ed	R22-1 R20-1 R20-1	07/07/2014- 08/01/2014
382. Herrscher, Janis	Sch Clerk II (10.5mo/40hpw)	Sub Clerk Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R23-10 R22-10 R20-10	07/01/2014- 08/01/2014
383. Hojjatpanah, Banafsh	Sub Teacher	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-1 R20-1	07/07/2014- 08/01/2014
384. Hopf, Johnie	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-10	07/07/2014- 08/01/2014
385. Janicki, Linda	Literacy Intervention Spec (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-3	07/07/2014- 08/01/2014
386. Jenson, Kim	HS Campus Supvr (9.5mo/40hpw)	MS Campus Supvr	R23-10	07/07/2014- 08/01/2014

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387. Jocham, Richard	IF-Sp Ed (9.5mo/30hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-3 R20-3	07/07/2014- 08/01/2014
388. Kaczmarck, Sonya	Health Asst (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-2	07/07/2014- 08/01/2014
389. Kane, Patti	Sch Clerk II (10.5mo/40hpw)	IF-Sp Ed Presch	R19-6	07/07/2014- 08/01/2014
390. Karlsen, Anna	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-1	07/07/2014- 08/01/2014
391. Kaur, Harpreet	Inst Asst (9.5mo/17.5hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-2 R20-3	07/07/2014- 08/01/2014
392. King, Jennifer	Sch Clerk II (10.5mo/40hpw)	Sub Clerk	R23-5	07/01/2014- 08/01/2014
393. Larson, Helen	Elem Sch Clerk (10.5mo/40hpw)	Sub Clerk IF-Sp Ed Inst Asst-Sp Ed	R23-5 R22-5 R20-5	07/01/2014- 08/01/2014
394. Lasala-Tuttle, Laurie	Sub IF-Sp Ed	Sub Inst Asst-Sp Ed	R20-1	07/07/2014- 08/01/2014
395. Levey, Edythe	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed Presch	R19-20	07/07/2014- 08/01/2014
396. Lohrbach, Michelle	MS Campus Supvr (9.5mo/17.5hpw)	IF-Sp Ed Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-3 R22-3 R20-3	07/07/2014- 08/01/2014
397. Lotterer, Indie	Sch Clerk II (10.5mo/40hpw)	IF-Sp Ed	R22-20	07/07/2014- 08/01/2014
398. Luna, Evette	BIngl Inst Asst Presch (9.5mo/30hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-10 R20-10	07/07/2014- 08/01/2014
399. Malley, Barbara	Lead FS Worker II (9.5mo/40hpw)	IF-Sp Ed Presch	R19-20	07/07/2014- 08/01/2014
400. Martinez, Jennifer	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed Presch	R19-6	07/07/2014- 08/01/2014
401. Mata, Sharon	IF-Sp Ed (9.5mo/30hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-4 R20-4	07/07/2014- 08/01/2014
402. McCoy, Kathy	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-15	07/07/2014- 08/01/2014
403. Meshkat, Neeka	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed Presch	R19-2	07/07/2014- 08/01/2014
404. Miller, Laurie	HS Campus Supvr (9.5mo/40hpw)	MS Campus Supvr	R23-10	07/07/2014- 08/01/2014

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APPROVE SUMMER EMPLOYMENT (Cont.)

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
405. Mills, Brynn	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed Presch	R19-2	07/07/2014- 08/01/2014
406. Mohammadi, Lili	Inst Asst (9.5mo/15hpw)	Inst Asst-Sp Ed Presch	R19-20	07/07/2014- 08/01/2014
407. Moore, Monica	IF-Sp Ed (9.5mo/30hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-10 R20-10	07/07/2014- 08/01/2014
408. Naik, Priya	IF-Sp Ed (9.5mo/17.5hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-2 R20-2	07/07/2014- 08/01/2014
409. Norland, Connie	IF-Sp Ed (9.5mo/17.5hpw)	Sub IF-Sp Ed	R22-2	07/07/2014- 08/01/2014
410. Novak, Kimberly	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	07/10/2014- 08/01/2014
411. Padilla, Dorie	Elem Office Mgr (10.5mo/40hpw)	Sub Clerk	R23-10	07/01/2014- 08/01/2014
412. Parra Jacquell	Inst Asst-Sp Ed Presch (9.5mo/15hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-15 R20-15	07/07/2014- 08/01/2014
413. Ream, Regina	HS Campus Supvr (9.5mo/17.5hpw)	Sub HS Campus Supvr	R25-4	07/07/2014- 08/01/2014
414. Reed, Sandra	Sch Secretary II (10.5mo/40hpw)	Clerk	R23-10	07/07/2014- 08/01/2014
415. Richman, Diane	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed Presch	R19-10	07/07/2014- 08/01/2014
416. Rihani, Evelyn	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed Presch	R19-1	07/07/2014- 08/01/2014
417. Robins, Laura	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-10	07/07/2014- 08/01/2014
418. Robinson, Janelle	HS Campus Supvr (9.5mo/40hpw)	MS Campus Supvr	R23-20	07/07/2014- 08/01/2014
419. Robleta, Toni	Blngl Elem Office Mgr (10.5mo/40hpw)	Clerk	R23-20	07/07/2014- 08/01/2014
420. Robleto, Antonieta	Blngl Elem Sch Office Mgr (10.5mo/40hpw)	Clerk	R23-20	07/01/2014- 08/01/2014
421. Rosenthal, Tana	IF-Sp Ed (9.5mo/32.5hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-10 R20-10	07/07/2014- 08/01/2014
422. Salimi, Layla	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed Presch	R19-2	07/07/2014- 08/01/2014

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APPROVE SUMMER EMPLOYMENT (Cont.)

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
423. Santos, Maria	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed Presch	R19-3	07/07/2014- 08/01/2014
424. Schauer, Ofilia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Sub Inst Asst-Sp Ed	R20-10	07/07/2014- 08/01/2014
425. Shumate, Dagmar	Literacy Intervention Spec (9.5mo/40hpw)	Inst Asst-Sp Ed	R20-20	07/07/2014- 08/01/2014
426. Soto, Marta Evelyn	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	07/10/2014- 08/01/2014
427. Strickland, Diane	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-10	07/07/2014- 08/01/2014
428. Tabari, Lisa	Mental Health and Behavior Support Spec (9.5mo/35hpw)	Behavior Intervention Asst	R28-2	07/01/2014- 08/01/2014
429. Thomas, Kelly	Elem Sch Clerk (10.5mo/40hpw)	Clerk	R23-4	07/07/2014- 08/01/2014
430. Ticer, Rebekah	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed Presch	R19-2	07/07/2014- 08/01/2014
431. Uy, Julie	Elem Office Mgr (10.5mo/40hpw)	Sub Clerk IF-Sp Ed Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R23-15 R22-15 R22-15 R20-15	07/01/2014- 08/01/2014
432. Velton, Chris	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-20	07/07/2014- 08/01/2014
433. Vermillion, Diana	MS Campus Supvr (9.5mo/17.5hpw)	Sub HS Campus Supvr Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R25-10 R22-10 R20-10	07/07/2014- 08/01/2014
434. Viloria, Asia	Sub Interpreter for Hearing Impaired	Interpreter for Hearing Impaired	R30-1	07/07/2014- 08/01/2014
435. Wada, Lisa	Academic Advisor (10.75mo/40hpw)	Clerk	R23-20	07/07/2014- 08/01/2014
436. Wellington, Patricia	IF-Autism (9.5mo/30hpw)	IF-Sp Ed	R22-1	07/10/2014- 08/01/2014
437. Wendy, Anita	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed Presch	R19-6	07/07/2014- 08/01/2014
438. Werner, Marie	MS Library Media Tech (10.5mo/40hpw)	Inst Asst-Sp Ed	R20-10	07/07/2014- 08/01/2014

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APPROVE SUMMER EMPLOYMENT (Cont.)

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
439. White, Julie	Presch Teacher (9.5mo/30hpw)	IF-Sp Ed Presch	R19-15	07/07/2014- 08/01/2014
440. Wiley, Stephan	IF-Sp Ed (9.5mo/17.5hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-4 R20-4	07/07/2014- 08/01/2014
441. Wolfson, Donna	Sr IBI Asst/Tutor (9.5mo/40hpw)	IBI Asst/Tutor	R24-6	07/01/2014- 08/22/2014
442. York, Patricia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	R22-15 R20-15	07/07/2014- 08/01/2014

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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Abdavi-Azar, Ginger	Substitute Teacher	Relocation	03/01/2011	06/30/2014
2. Adams, Amy	Substitute Teacher	Other Employment	03/27/2014	06/30/2014
3. Biehn, Charles	Teacher	District Initiated	09/02/1994	08/11/2014
4. Freeman, Justine	Teacher	Voluntary	09/03/1996	06/30/2014
5. Haehn, Marilyn	Teacher	Retirement	09/08/1975	06/25/2014
6. Kenney, Clare	Teacher	Retirement	09/05/1984	06/30/2014
7. Laster, Donald	Teacher	Retirement	09/01/1989	06/25/2014
8. McEntee, Karli	Substitute Teacher	Other Employment	12/12/2013	06/30/2014
9. Pinkerton, Daniel	Teacher	Relocation	08/27/2008	08/05/2014
10. Reyes, Maribel	Teacher	Temp Contract Expired	08/30/2012	06/30/2014
11. Stone, Anne	Teacher	Retirement	09/01/1995	08/08/2014
12. Winokur, Lorraine	Substitute Teacher	Other Employment	03/14/2013	06/30/2014
13. Wallin, Marissa	Teacher	Temp Contract Expired	10/14/2013	06/30/2014

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
14. Anzevino, Kimberly	Teacher	\$48,899	A-1	08/28/2014
15. Arevalo, Jorge	Teacher – 40%	\$48,899	A-1	08/28/2014
16. Arrow, Jamie	Teacher	\$48,899	A-1	08/28/2014
17. Bisch, Jonathan	Teacher	\$48,899	A-1	08/28/2014
18. Bookataub, Sullivan	Teacher	\$48,899	A-1	08/28/2014
19. Boyer, Alli	Teacher	\$48,899	A-1	08/28/2014
20. Boyle, Kaitlin	Teacher	\$48,899	A-1	08/28/2014
21. Calahan, Michael	Teacher	\$48,899	A-1	08/28/2014
22. Calderon, Brenda	Teacher	\$48,899	A-1	08/28/2014
23. Cast, Wendy	Teacher	\$48,899	A-1	08/28/2014
24. Dewald, Nicholas	Teacher	\$48,899	A-1	08/28/2014
25. Dockery, Tasha	Teacher	\$48,899	A-1	08/28/2014
26. Eckert-Toler, Jennifer	Teacher	\$48,899	A-1	08/28/2014
27. Frenzel, Robert	Teacher	\$48,899	A-1	08/28/2014
28. Hale, Aubree	Teacher	\$48,899	A-1	08/28/2014
29. Harper, Kaylyn	Teacher	\$48,899	A-1	08/28/2014
30. Herbold, John	Teacher	\$48,899	A-1	08/28/2014
31. Ingram, Daniel	Teacher	\$48,899	A-1	08/28/2014
32. Kang, Sarah	Teacher	\$48,899	A-1	08/28/2014
33. Langen, Olenka	Teacher	\$51,344	B-1	08/28/2014
34. Langsdorf, Nicholas	Teacher	\$48,899	A-1	08/28/2014

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APPROVE EMPLOYMENT (Cont'd)

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
35. Lombardo, Monica	Teacher	\$48,899	A-1	08/28/2014
36. McCoy, Julianne	Teacher	\$48,899	A-1	08/28/2014
37. McLennan, Shelley	Teacher	\$48,899	A-1	08/28/2014
38. Medrano Eileen	Teacher	\$48,899	A-1	08/28/2014
39. Miller, Daphne	Teacher	\$48,899	A-1	08/28/2014
40. Nguyen, Huy	Teacher	\$48,899	A-1	08/28/2014
41. Nieto, Anjuli	Teacher	\$48,899	A-1	08/28/2014
42. Noble, Amy	Teacher	\$48,899	A-1	08/28/2014
43. Noble, Eric	Teacher	\$48,899	A-1	08/28/2014
44. Peacock, Cammie	Teacher	\$48,899	A-1	08/28/2014
45. Rohrs, Glenn	Teacher	\$48,899	A-1	08/28/2014
46. Salazar, Arleen	Teacher	\$48,899	A-1	08/28/2014
47. Schpens, Scott	Teacher	\$48,899	A-1	08/28/2014
48. Sullivan-White, Janet	Teacher	\$48,899	A-1	08/28/2014
49. Ta, Holly	Teacher	\$48,899	A-1	08/28/2014
50. Ushino, Michael	Teacher	\$48,899	A-1	08/28/2014
51. Vilcek, Julie	Teacher	\$48,899	A-1	08/28/2014
52. Waheed, Karen	Teacher	\$48,899	A-1	08/28/2014
53. Weber, Maxwell	Teacher	\$48,899	A-1	08/28/2014
54. Wiley, Lindsay	Teacher	\$48,899	A-1	08/28/2014
55. Willis, Brian	Teacher	\$48,899	A-1	08/28/2014
56. Zamora, Silvia	Teacher	\$48,899	A-1	08/28/2014

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
57. Pospichal, Wendy	Executive Director, Student Intervention & Support Services	\$131,948	61-5	08/25/2014

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

58. Kenney, Valerie

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

59. Bartik, Lisa

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APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Column/Step</u>	<u>Earliest Effective Date</u>
60. Ybarra, Renee	Middle School Assistant Principal	\$93,551	53-3	08/14/2014

APPROVE 6/5th ASSIGNMENT 1st SEMESTER

Not to exceed \$19,800.00 for 6/5th section

61. Brandt, Mike	67. Morales, Thomas
62. Brown, Mark	68. Ray, Keri
63. Dykes, Jody	69. Sileci, Paul
64. Enriquez, Nancy	70. Sills, Joshua
65. Giambone, Christine	71. Vigus, Dave
66. Kearney, Scott	72. Webster, Donna

APPROVE SPECIAL EDUCATION 6/5th ASSIGNMENT-FULL YEAR

Not to exceed \$19,800.00 for 6/5th section

73. Breithaupt, Teresa	76. Krogdale, Susan
74. Dorn, Michele	77. McGraw, Elizabeth
75. Khalaf, Reem	

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
78. Bogner, Catherine	Psychologist-60%	Psychologist-80%	08/12/2014
79. Glidden, Erin	Psychologist-60%	Psychologist-80%	08/12/2014
80. Goforth, Krystyn	Psychologist-100%	Psychologist-40%	08/12/2014
81. Gunderson, Christine	Psychologist-40%	Psychologist-20%	08/12/2014
82. Oh, Jennifer	Teacher-60%	Teacher-100%	07/01/2014
83. Patterson, Deborah	Speech Pathologist-LOA	Speech Pathologist-60%	08/28/2014
84. Pegan, Erin	Psychologist-80%	Psychologist-100%	08/12/2014
85. Sanchez Morales, Cecilia	Psychologist-100%	Psychologist-80%	08/12/2014
86. Tokatlian, Jodie	Speech Pathologist-60%	Speech Pathologist-100%	08/28/2014

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>
87. Parr, Linda	TOSA	\$82,246	Elementary Principal	\$98,403	08/13/2014

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APPROVE PROMOTIONS (Cont'd)

<u>Name</u>	<u>Previous Assignment</u>	<u>Annual Salary</u>	<u>New Assignment</u>	<u>Annual Salary</u>	<u>Effective Date</u>
88. Potnis, Dipali	HS Activities Director	\$86,871	HS Assistant Principal	\$96,003	08/13/2014

APPROVE PARTNERSHIP TEACHING ASSIGNMENTS 2014-2015

<u>Name</u>	<u>School</u>	<u>Assignment</u>
89. Doane, Michele	Bathgate Elem	50%
90. Peterson, Christin	Bathgate Elem	50%
91. Roso, Rose Ann	Bergeson Elem	50%
92. Wortman, Celia	Bergeson Elem	50%
93. Chapman, Anne	Castille Elem	50%
94. Weber, Pam	Castille Elem	50%
95. Brooks, Teresa	Castille Elem	50%
96. Regan, Alison	Castille Elem	50%
97. Keim, Barbara	Concordia Elem	50%
98. Ramirez, Catherine	Condordia Elem	50%
99. Allen, Carol	Del Obispo Elem	50%
100. Donsker, Lindy	Del Obispo Elem	50%
101. Brick, Jill	George White Elem	50%
102. Dixon, Kendra	George White Elem	50%
103. Hutchinson, Jessica	Kinoshita Elem	40%
104. Tonai, Jennifer	Kinoshita Elem	60%
105. Cardwell, Linda	Laguna Niguel Elem	50%
106. Cunningham, Constance	Laguna Niguel Elem	50%
107. Agyekum, Carrie	Ladera Ranch Elem	40%
108. Dembiec, Liza	Ladera Ranch Elem	60%
109. Moss, Jennifer	Las Flores Elem	50%
110. Smith, Laura	Las Flores Elem	50%

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APPROVE PARTNERSHIP TEACHING ASSIGNMENTS 2014-2015 (Cont'd)

<u>Name</u>	<u>School</u>	<u>Assignment</u>
111. Nye, Kelli	Lobo Elem	50%
112. Young, Marisa	Lobo Elem	50%
113. Griffin, Suzanne	Lobo Elem	50%
114. Weber, Freda	Lobo Elem	50%
115. Lewis, Shelbi	Malcom Elem	50%
116. Zaharek, Amy	Malcom Elem	50%
117. Roulinavage, Deanna	Oak Grove Elem	50%
118. Seitz, Andrea	Oak Grove Elem	50%
119. Newman, Shari	Oak Grove Elem	40%
120. Theurer, Bernadette	Oak Grove Elem	60%
121. Lybrand, Jennifer	Oak Grove Elem	80%
122. Yoshida, Jennifer	Oak Grove Elem	20%
123. Balck, Jennifer	Oso Grande Elem	50%
124. Shwan, Celina	Oso Grande	50%
125. Cox, Melissa	Tijeras Creek	50%
126. Trainor, Tamara	Tijeras Creek	50%

APPROVE SUMMER SCHOOL

To Teach the Extended School Year Program – San Juan Elem
Not to exceed 35 hours instructional pay @ \$35.00 per hour
08/11/2014-08/22/2014

127. Sandoval, Yolanda

Extended School Year Medical Support – Health Services
Not to exceed 60 hours pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater
07/01/2014-08/15/2014

128. Karolys, Andrea
129. Kellman, Kathy

130. Roche, Ann

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APPROVE SUMMER SCHOOL (Cont'd)

To Teach Vocational Education Program – Adult Education

Not to exceed 19.5 hpw pay @ \$32.00 per hour

07/01/2014-07/31/2014

131. Costa, Ross

133. Klein, Ann

132. Istrate, Lavinia

To Teach Vocational Education Program – Adult Education

Not to exceed 4 hours pay @ \$32.00 per hour

06/30/2014

134. Costa, Ross

136. Klein, Ann

135. Istrate, Lavinia

To Teach the HSD/GED Program – Adult Education

Not to exceed 71.81 hours @ \$32.00 per hour

06/25/2014-07/30/2014

137. Ambrosini, Linda

142. Leveque, Maryly

138. Corrales, Javier

143. Lopata, Kelley

139. Hanson, Kathy

144. McPhillips, Nancy

140. Hillabrant, Jill

145. Miertschin, Lauren

141. Hochgesang, Barb

146. Woolley, Dianne

To Teach the HSD/GED Program – Adult Education

Not to exceed 19.5 hpw @ \$32.00 per hour

07/01/2014-07/30/2014

147. Ambrosini, Linda

151. Leveque, Maryly

148. Hanson, Kathy

152. Lopata, Kelley

149. Hillabrant, Jill

153. Miertschin, Lauren

150. Hochgesang, Barb

154. Woolley, Dianne

To Teach the ESL Program – Adult Education

Not to exceed 10 hours pay @ \$32.00 per hour

06/30/2014-07/16/2014

155. Bogusiewicz, Kelley

159. Sharon, Deborah

156. Futami, Kimberly

160. Sommerville, Nancy

157. Lively, Brian

161. Tomlinson, Kristy

158. McDevitt, Nicole

162. Waterbury, Linda

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APPROVE SUMMER SCHOOL (Cont'd)

To Teach the ESL Program – Adult Education
Not to exceed 19.5 hpw pay @ \$32.00 per hour
07/01/2014-07/16/2014

163. Bogusiewicz, Kelley	167. Sommerville, Nancy
164. Futami, Kimberly	168. Tomlinson, Kristy
165. McDevitt, Nicole	169. Waterbury, Linda
166. Skaron, Deborah	

Extended School Year – Administrator – Special Education
Not to exceed 140 hours pay @ \$55.00 per hour
07/01/2014-08/15/2014

170. Brennan, Jill	176. McGann, Joe
171. Dore, Judy	177. Portillo, Christina
172. Duarte, George	178. Reed, Heidi
173. Jones, Jeff	179. Sawyer, Pam
174. Lyon, Laura	180. Visca, Curt
175. Martin, Jayne	

Extended School Year Home/Hospital Instruction – Special Education
Not to exceed 110 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater
07/01/2014-08/31/2014

181. Antonatos, Rose	189. Morgan, Shauna
182. Bailey, Rebecca	190. Place, Sue
183. Donnelly, John	191. Richardson, Kim
184. Finnsson, Jamie	192. Rodriguez, Michelle
185. Fischer, Valerie	193. Selikson, Debbie
186. Kenney, Valery	194. Sturdevant-Brown, Lori
187. Martinez, Judy	195. Styles, Karen
188. Martz, Star	196. Wagner, Mark

Extended School Year - Infant Substitute Teacher –Special Education
Not to exceed 45 hours instructional pay @ \$35.00 per hour
07/01/2014-08/15/2014

197. Bradley, Andrea	202. McKeague, Sharon
198. Ellsworth, Laura	203. Rosse, Tara
199. Ferber, Marilyn	204. Snodgrass, Shay
200. Gonzalez, Armando	205. Wilson, Nancy
201. Gottfredson, Linda	206. Winchester, Laura

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APPROVE SUMMER SCHOOL (Cont'd)

Extended School Year - Preschool Substitute Teacher – Special Education

Not to exceed 45 hours instructional pay @ \$35.00 per hour

07/01/2014-08/15/2014

207. Bradley, Andrea	212. McKeague, Sharon
208. Ellsworth, Laura	213. Rosse, Tara
209. Ferber, Marilyn	214. Snodgrass, Shay
210. Gonzalez, Armando	215. Wilson, Nancy
211. Gottfredson, Linda	216. Winchester, Laura

Extended School Year – Mild/Moderate Substitute Teacher – Special Education

Not to exceed 45 hours instructional pay @ \$35.00 per hour

07/01/2014-08/14/2014

217. Bradley, Andrea	223. McKeague, Sharon
218. Ellsworth, Laura	224. Rosse, Tara
219. Ferber, Marilyn	225. Snodgrass, Shay
220. Gonzalez, Armando	226. Wilson, Nancy
221. Gottfredson, Linda	227. Winchester, Laura
222. Grimm, Merritt	

Extended School Year – Moderate/Severe Substitute Teacher – Special Education

Not to exceed 45 hours instructional pay @ \$35.00 per hour

07/01/2014-08/14/2014

228. Bradley, Andrea	234. McKeague, Sharon
229. Ellsworth, Laura	235. Rosse, Tara
230. Ferber, Marilyn	236. Snodgrass, Shay
231. Gonzalez, Armando	237. Wilson, Nancy
232. Gottfredson, Linda	238. Winchester, Laura
233. Grimm, Merritt	

Extended School Year - Infant Program – Special Education

Not to exceed 105 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

07/01/2014-08/15/2014

239. Beutin, Erin	241. Cross, Mindy
240. Buckman, Jennifer	242. Wilmer, Trey

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Certificated Employees

APPROVE SUMMER SCHOOL (Cont'd)

Extended School Year - Preschool Instruction – Special Education

Not to exceed 130 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
07/01/2014-08/15/2014

243. Devine, Stephanie
244. Fischer, Valery
245. Fohl, Pat
246. Hefft, Uky
247. Lederman, Sue
248. MacBeth, Kristi
249. Morrill, Leah
250. Park, Wendy
251. Radley, Kirstee

252. Ruby-Koran, Cheryl
253. Sadler, Rachel
254. Sauer, Patty
255. Selikson, Debbie
256. Waldron, April
257. Wallin, Marissa
258. Whitesell, Mary
259. Wilmer, Trey

Extended School Year - STEPS Instruction – Special Education

Not to exceed 5 hours instructional pay @ \$35.00 per hour
07/15/2014-08/01/2014

260. Corbett, Kevin

Extended School Year Extra Non-Instructional Assignment Time – Special Education

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
07/21/2014-08/01/2014

261. Horton, Leslie

Extended School Year - Infant Program Preparation Hours – Special Education

Not to exceed 12 hours non-instructional pay @ \$30.00 per hour
07/21/2014-08/30/2014

262. Beutin, Erin
263. Buckman, Jennifer

Extended School Year – Special Education Program Preparation Hours – Special Education

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
07/21/2014-08/01/2014

264. Jarrard, Lisa

Extended School Year - Infant Program – Special Education

Not to exceed 20 hours at daily per diem rate of pay \$409.35
07/21/2014-08/30/2014

265. Beutin, Erin

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Certificated Employees

APPROVE SUMMER SCHOOL (Cont'd)

Extended School Year – Mild/Moderate Instruction – Special Education

Not to exceed 90 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

07/01/2014-08/15/2014

266. Allen, Joan	279. Maass, Susan
267. Antonatos, Rose	280. Martinez, Judy
268. Buckman, Jonathon	281. McKeller, Tim
269. Campbell Blake	282. Medina-Sabad, Kristen
270. Comstock, Jessica	283. Meyer, Ruth
271. Dendel, Ranna	284. Richardson, Kim
272. Engelken, Matt	285. Snow, Kim
273. Guckert, Cheryl	286. Stafford, Carol
274. Hehn, Lynette	287. Stone, Lou
275. Hernandez, Reagan	288. Stratford, Diana
276. Houser, Suzanne	289. Turney, Jason
277. Jarrard, Lisa	290. Walders, Brannon
278. Kenney, Val	291. Winokur, Lorraine

Extended School Year – Moderate/Severe Instruction – Special Education

Not to exceed 90 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

07/01/2014-08/15/2014

292. Bailey, Jeff	310. Harris, Robert
293. Blair, Tammy	311. Heinsen, Rebecca
294. Burke, Brian	312. Horton, Leslie
295. Butier, Amy	313. Howell, Brian
296. Candelario, Myla	314. Jones-Castro, Teri
297. Corbett, Kevin	315. Manganiello, Gwen
298. Culbertson, Chris	316. Martz, Star
299. Czajkowski, Sheila	317. McGraw, Liz
300. Degn, Michelle	318. McIvor, Laurie
301. Derry, Patrick	319. Meissner, Andrea
302. Detrich, Kelly	320. Moshenko, Brianna
303. Donnelly, John	321. Niemeyer, Paul
304. Dorn, Michele	322. O'Brien, Jackie
305. Farrier, Amy	323. O'Toner, Eric
306. Feyk, Michael	324. Place, Susan
307. Finnsson, Jamie	325. Ridley, Jeff
308. Gonzalez, Shari	326. Robustelli, Lucille
309. Hanson, Craig	327. Rodriguez, Michelle

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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APPROVE SUMMER SCHOOL (Cont'd)

Extended School Year – Moderate/Severe Instruction – Special Education (Cont'd)

Not to exceed 90 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
07/01/2014-08/15/2014

- | | |
|-----------------------------|-----------------------|
| 328. Schooler, Michael | 331. Wagner, Mark |
| 329. Snowden, Marybeth | 332. Waterbury, Nilsa |
| 330. Sturdevant-Brown, Lori | 333. Yancey, Lisa |

Extended School Year Orientation and Mobility Program – Special Education

Not to exceed 90 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
07/01/2014-08/15/2014

334. Brookman, Joseph

Extended School Year Speech Language Pathologist Preschool Program – Special Education

Not to exceed 90 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
07/01/2014-08/15/2014

- | | |
|------------------------|-------------------|
| 335. Garrett, Michelle | 337. Price, Katie |
| 336. Johnson, Connie | |

Extended School Year Speech Language Pathologist Program – Special Education

Not to exceed 90 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
07/01/2014-08/15/2014

- | | |
|----------------------|-----------------------|
| 338. Antonius, Terri | 344. Laubach, Lynelle |
| 339. Blinn, Jim | 345. Swopes, Chelsea |
| 340. Ferrerea, Carla | 346. Trejo, Whitney |
| 341. Hall, Shelley | 347. Webb, Jill |
| 342. Hunter, Stacey | 348. Williams, Billye |
| 343. Kerins, Tracey | |

Extended School Year Deaf Hard of Hearing Program – Special Education

Not to exceed 90 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
07/01/2014-08/15/2014

349. Darmody, Marinell

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Certificated Employees

APPROVE SUMMER SCHOOL (Cont'd)

Extended School Year Adaptive Physical Education – Special Education

Not to exceed 90 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
07/01/2014-08/15/2014

350. Andreasen, Amy

352. Darnold, Chris

351. Curley, Julie

353. Yanaura, Mark

Extended School Year Assistive Technology Program – Special Education

Not to exceed 90 hours instructional pay @ hourly per diem rate or
\$35.00 per hour, whichever is greater

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
07/01/2014-08/15/2014

354. Butler, Susan

Extended School Year – Teacher on Special Assignment Support & Training – Special Education

Not to exceed 25 hours instructional pay @ \$35.00 per hour
07/01/2014-08/15/2014

355. Bolla, Brenda

358. Terhune, Cindy

356. Dagley, Jeana

359. Weinell, Carol

357. Mettert, Lisa

APPROVE ADDITIONAL ASSIGNMENTS

To Create the Shorecliffs Middle School Curriculum Handbook – Shorecliffs MS

Not to exceed 5 hours non-instructional pay @ \$35.00 per hour
07/01/2014-09/01/2014

360. Graham, Tammie

361. Groddahl, Becky

ELD Task Force to Develop CUSD's Master EL Plan – Education Services

Not to exceed 50 hours non-instructional pay @ \$30.00 per hour
07/01/2014-06/30/2015

362. Lewis, Elizabeth

Written Translations – Education Services

Not to exceed 150 hours non-instructional pay @ \$30.00 per hour
07/25/2014-09/30/2014

363. Manzotti, Maria

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Assist with Indian Education Supplies & Materials Set-up for Tutoring Program – Education Services

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

08/11/2014-09/03/2014

364. Buckman, Jonathan

To Develop Interim Assessments – Education Services

Not to exceed 17 hours non-instructional pay @ \$30.00 per hour

08/11/2014-08/18/2014

365. Anderson, Amanda
366. Arambula, Michelle
367. Berger, Ann
368. Cappello, Annalee
369. Carr, Marian
370. Cordina, Maureen
371. Cuevas, Kristine
372. Cummings, Laurie
373. Evans, Laura
374. George, Sherrie
375. Hauschild, Wendie
376. Heuer, Tracey
377. Holley, Cindi
378. Jacobson, Lisa
379. Jones, Chris

380. Koenig, Elisa
381. Mazzaro LeFever, Jill
382. Nielson, Susie
383. Oblea, Suzanne
384. Peterson, Susan
385. Petzold, Dionne
386. Richardson, Katrina
387. Robinson, Katie
388. Sherburne, Catherine
389. Simpson, Lori
390. Sykes, Marie
391. Takacs, Lynn
392. Taylor, Pam
393. Whitaker, Leslie
394. Wilson, Mary

To Conduct Assessments for Students per IDR Agreement – Special Education

Not to exceed 5 hours pay @ hourly per diem rate of \$57.93 per hour

07/28/2014-09/02/2014

395. Fagioli, Alyson

To Conduct Assessments for Students per IDR Agreement – Special Education

Not to exceed 5 hours pay @ hourly per diem rate of \$66.13 per hour

07/28/2014-09/02/2014

396. St. John, Andrea

To Conduct Assessments for Students per IDR Agreement – Special Education

Not to exceed 5 hours instructional pay @ \$35.00 per hour

07/28/2014-09/02/2014

397. Dagley, Jeana

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 27, 2014
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Provide Autism Program Support – Special Education
Not to exceed 37 hours non-instructional pay @ \$30.00 per hour
03/31/2014-05/07/2014

398. McKee, Aja

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
399. Barnett, Keith	Basketball, Boys' Soph (Head)	Aliso Niguel HS	\$ 3,000.00	06/05/2014- 06/30/2014
	Basketball, Boys' JV (Head)		\$ 6,000.00	06/05/2014- 07/16/2014
	Basketball, Boys' Soph (Head)		\$ 3,000.00	
	Basketball, Boys' Frosh (Head)		\$ 6,000.00	06/05/2014- 07/16/2014

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
400.Stone, Michael	CTA Position	2014/2015