

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

BOARD OF TRUSTEES
Regular Meeting

REVISED
7-3-14

July 9, 2014

Open Session 7:00 p.m.

AGENDA

OPEN SESSION AT 7:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

DISCUSSION/ACTION ITEMS

1. MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 224 FOR JULY 1, 2013 – JUNE 30, 2014:

The purpose of this agenda item is to seek approval of the Memorandum of Understanding with the California School Employees Association, Chapter 224 (CSEA) for July 1, 2013 – June 30, 2014. The total fiscal impact of this agreement is approximately \$385,000.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

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

Following discussion, it is recommended the Board of Trustees approve the Memorandum of Understanding with CSEA completing negotiations for 2013 – 2014.

Motion by _____ Seconded by _____

DISCUSSION/
ACTION
Page 1
EXHIBIT 1

RECORDING OF SCHOOL BOARD MEETINGS

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

2. RATIFICATION TO AMENDMENT NO. 1 TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND FOUNDATION FOR AFFORDABLE HOUSING II, INCORPORATED, FOR ALISO VIEJO PROPERTY:

DISCUSSION/
ACTION
Page 3
EXHIBIT 2

This item presents a ratification to Amendment to the Amended and Restated Purchase and Sale Agreement (Amendment) between the Capistrano Unified School District (District) and Foundation for Affordable Housing II, Incorporated (Foundation), relative to the sale of the 2C Liberty Property (Property). In light of the City of Aliso Viejo's requirement of the District first entering into an agreement with Shea Homes (Shea) relative to the modification of certain CC&R requirements on the Property, before the City will further process the Foundation's entitlements for senior affordable housing, the Foundation has requested an extension of the due diligence period until July 28, 2014. This Amendment will also connect the non-refundable status of the \$200,000 security deposit to the Due Diligence deadline. The Foundation has deposited in escrow the \$200,000 security deposit. Due to the time constraints connected with the request, the Amendment has been executed on behalf of the District subject to the Board's ratification and approval, which is now being sought. The Board is likewise considering, as a separate agenda item, an agreement between the District and Shea Homes to modify the restrictions questioned by the City.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees ratify and approve Amendment No. 1 to Amended and Restated Purchase and Sale Agreement between Capistrano Unified School District and Foundation For Affordable Housing II, Incorporated, for Aliso Viejo Property.

Motion by _____ Seconded by _____

3. 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:

DISCUSSION/
ACTION
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EXHIBIT 3

This item presents the Agreement to modify restrictions imposed on the property at 2C Liberty, Aliso Viejo (Property), California, in order to support entitlements for the Foundation for Affordable Housing II, Incorporated, (Foundation) for senior affordable housing. In association with the Capistrano Unified School District's (District) agreement to sell the Property to the Foundation, the District is required to secure from Shea Homes (Shea) an agreement to modify certain restrictions on the property that restrict the development of the Property for residential purposes. The Agreement before the Board will modify the applicable restrictions to allow for the development of the Property for affordable senior housing consistent with the plan set forth by the Foundation. The Board's approval of this Agreement, coupled with approval by Shea, will permit the Foundation to move forward with its entitlements with the City.

CUSD Strategic Plan Pillar 5: Effective Operations

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

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

Following discussion, it is recommended the Board of Trustees adopt 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.

Motion by _____ Seconded by _____

4. FIRST READING – REVISIONS TO BOARD POLICY 9270, CONFLICT OF INTEREST:

As changes occur in Education Code or precedent-setting lawsuits, it becomes necessary to update policies. Revised Board Policy 9270, *Conflict of Interest*, is to provide the District, the Board, employees, and consultants with up-to-date information to ensure the District meets legal provisions surrounding existing or potential conflicts of interest. 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.

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

5. SCHOOL BOARD MINUTES:

Approval of the minutes of the June 25, 2014, special Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

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EXHIBIT 5

BUSINESS & SUPPORT SERVICES

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

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$2,660,545.03 and the commercial warrants total \$3,899,635.45. 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

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EXHIBIT 6

INFORMATION/
DISCUSSION

Page 31

EXHIBIT 4

7. **DONATION OF FUNDS AND EQUIPMENT:** Page 77
EXHIBIT 7
 Approval of donations of funds and equipment. A number of gifts have been donated to the District, \$277,376.24 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
8. **INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:** Page 79
EXHIBIT 8
 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 \$8,000, eight new agreement ratifications totaling \$1,506,070.87, four extensions to existing agreements totaling \$408,848, one extension ratification to an existing agreement totaling \$19,000, and 11 amendment ratifications to existing agreements totaling \$75,260.95. 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
9. **AGREEMENT FOR SPECIAL SERVICES, FISCAL AND MANAGEMENT INFORMATION SERVICES, SCHOOL SERVICES OF CALIFORNIA, INCORPORATED:** Page 227
EXHIBIT 9
 Ratification of the Agreement for Special Services, Fiscal and Management Information Services with School Services of California, to assist the District regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process. The contractor will provide services at the rates set forth in the Agreement. Expenditures under this contract are limited to \$3,420, funded by the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
10. **AWARD BID NO. 1415-01, AUDIO VISUAL EQUIPMENT, VARIOUS VENDORS:** Page 231
EXHIBIT 10
 Approval of the award of Bid No. 1415-01, Audio Visual Equipment to the following vendors: Advantage Imaging Supply, Incorporated; Auditory Instruments, Incorporated; AVES Audio Visual Systems, Incorporated; B&H Foto & Electronics, Corporation; Camcor, Incorporated; EarthWalk Communications, Incorporated; Golden Star Technology, Incorporated dba GST; Pathway Communications, LTD; PC & MacExchange; Pro SLV, Incorporated; School Specialty, Incorporated; Troxell Communications, Incorporated; and Wards Media Technology. This bid updates the standard list of 51 different items of audio visual equipment with current brands and models and sets pricing for the 2014-2015 fiscal year. The total expenditures under this contract are estimated to be \$800,000, depending upon the availability of funds. Audio visual equipment may be funded through many sources, such as gift, site funds, and grants. Due to the size of the contracts, 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

11. RATIFICATION OF CHANGE ORDER NO. 2 – BID NO. 1314-16, CAPISTRANO VALLEY HIGH SCHOOL LUNCH PAVILION AND MUSIC PLAZA:

Page 235
EXHIBIT 11

Ratification of Change Order No. 2 related to the construction of the Capistrano Valley High School lunch pavilion and music plaza. In a previous action, the Board of Trustees delegated to the Superintendent the authority to approve work orders changing the cost of construction contracts, provided the cost does not exceed \$25,000 per individual work order. This change order aggregates various work orders that may consist of additions, deletions, or other revisions that are now being presented to the Board of Trustees for ratification. All such changes in the work are performed under applicable conditions of the change in contract documents. The approved work orders and the resulting change order are shown in the exhibit. The original contract sum was \$1,479,000. The new contract sum including Change Order No. 2 is \$1,513,189.

CUSD Strategic Plan Pillar 5: Effective Operations

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

12. AGREEMENT FOR FILE TRANSFERS, NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PENNSYLVANIA AND ITS AFFILIATED INSURANCE COMPANIES:

Page 295
EXHIBIT 12

Approval of the Agreement for File Transfers with National Union Fire Insurance Company of Pittsburgh, Pennsylvania and its affiliated insurance companies listed in the Agreement to transfer three claims that exceeded the District's self-insured retention of \$150,000 per claim directly to AIG for adjusting and payment of benefits. The District will no longer pay these claims on behalf of AIG and later seek reimbursement, relieving the District of the administrative duties and costs associated with having Corvel Corporation adjust these claims. The District will reclaim \$581,169 in current and future reserves based on AIG's analysis. Future claims will be transferred directly to AIG once they exceed the District's self-insured retention, freeing up future reserves. The fiscal impact of the Agreement is relief of reserves and saves third-party administrative costs. There are no costs associated with the Agreement.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

13. AWARD REQUEST FOR PROPOSAL NO. 7-1314, PHOTOGRAPHY SERVICES, CREATIVE IMAGES; LIFETOUCH NATIONAL SCHOOL STUDIOS; SUMNER PHOTOGRAPHY AND PUBLISHING, INCORPORATED; AND SOUTH COAST PHOTOGRAPHIC:

Approval of the award of Request for Proposal No. 7-1314, Photography Services to Creative Images; Lifetouch National School Studios; Sumner Photography and Publishing, Incorporated; and South Coast Photographic to provide photography services for middle schools. The District received seven proposals. The vendors were selected based on the company's experience, ability to provide quality photography services, managerial capabilities, and qualifications of staff. Services under this contract are funded by students, parents, and other groups, with no impact to the general fund. The proposals, evaluation criteria, and rating sheets are available in the Purchasing Department for review. For more information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

CUSD Strategic Plan Pillar 5: Effective Operations

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

14. STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT NO. 3-07-70-2382A, GENERAL SERVICES ADMINISTRATION SCHEDULE NO. GS-35F-4545G, INFORMATION TECHNOLOGY GOODS AND SERVICES, AWARDED TO RGB SYSTEMS, INCORPORATED, DBA EXTRON ELECTRONICS, OR THE APPROVED AUTHORIZED DEALERS:

Approval to utilize the State of California Multiple Award Schedule Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G awarded to RGB Systems, Incorporated, dba Extron Electronics, for the purchase of information technology goods and services, through Extron Electronics, or the approved authorized dealers. The District can utilize such contracts pursuant to California Public Contract Code §§10298, 10299, and 12100 et. seq. without going to bid. The contract prices offered by Extron Electronics have been assessed to be fair, reasonable, and competitive. Staff has determined that it is in the best interest of the District to utilize the contract awarded to Extron Electronics. Annual expenditures utilizing this contract are limited to \$300,000, funded by the general fund. 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

15. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

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

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EXHIBIT 15

16. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

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

Page 309
EXHIBIT 16

17. INTERNSHIP CONTRACT AGREEMENT WITH BRANDMAN UNIVERSITY:

Approval of Internship Contract Agreement with Brandman University. To meet the growing demand of employing qualified teachers in hard-to-fill areas such as Special Education, Mathematics, Physics, Chemistry, and Foreign Language, Personnel Services has several options for attracting and training high quality candidates. The District has partnered with Brandman University to offer intern teaching programs. During the school year, District teachers are selected to work and support intern credentialing by providing teaching experience through directed fieldwork.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

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EXHIBIT 17

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,
JULY 23, 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.

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CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

July 9, 2014

**MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 224 FOR JULY 1, 2013 –JUNE 30, 2014**

BACKGROUND INFORMATION

CSEA and the District reached a tentative agreement on August 19, 2013, which included a one year 2014-2015 Step Delay Salary Schedule. Upon preparing for the implementation of the salary schedule, it was discovered there was an unintended negative salary impact.

CURRENT CONSIDERATIONS

Through the course of negotiation sessions the parties were able to come to an agreement eliminating both the unintended consequence of the negative salary implication as well as the need to implement a one year 2014-2015 Step Delay Salary Schedule. The proposed agreement still provides the District and CSEA to implement the desired goal of a uniform anniversary date for classified employees. Instead of December 1 as the target date, it will be July 1 which is aligned with certificated non-management and management anniversaries.

FINANCIAL IMPLICATIONS

Due to the need to address salary discrepancies created by the one year delayed salary schedule, the financial cost is estimated to be \$395,000 and has been included in the budget development for 2014-2015 and multi-year projections.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees approve the Memorandum of Understanding with CSEA completing negotiations for 2013-2014.

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

July 1, 2012- June 30, 2015

The parties reached an agreement on August 19, 2013. Upon the operational implementation of the one year 2014-2015 Step Delay Salary Schedule, it was discovered there was an unintended negative salary impact.

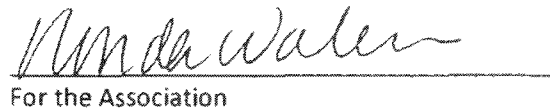
Therefore, through negotiations resulting from the Equity Clause MOU reopeners, the parties agree to rectify the unintended consequences through the following:

- Eliminate the longevity step delay language outlined in the August 19, 2013 Agreement, including the need for the temporary, one year 2014-2015 Step Delay Salary Schedule.
- Create July 1 as the common step advancement anniversary date for all bargaining unit members.
- On July 1, 2014, provide all eligible bargaining unit members step advancement by utilizing the 2013-2014 salary schedule. (This constitutes a 5% increase for Steps 2 through 15 and 2.5% for Steps 15 to 20).
- Attached are the 2013-2014 Salary Schedule to be implemented and the One Year 2014-2015 Step Delay Salary Schedule which shall be eliminated.
- New hires shall not advance on the common anniversary date (July 1) until fulfilling six months of their probationary period.

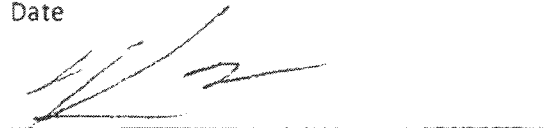
This agreement satisfies reopener negotiations regarding the Equity Clause, bringing closure to the 2013-2014 negotiations. The Equity Clause remains in full force and effect through the remainder of the contract term 2012-2015.


For the District

6-17-14
Date


For the Association

6/17/14
Date


For the Association

6-30-14
Date

California School Employees Association (CSEA) Salary Schedule
CAPISTRANO UNIFIED SCHOOL DISTRICT
 San Juan Capistrano, CA
 7/1/2013 - 6/30/2014

Step 1 Hourly Rate	Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 10	Step 15	Step 20
11.56	12	2,003.11	2,103.27	2,208.43	2,318.85	2,434.79	2,556.53	2,684.36	2,818.58	2,889.04
11.85	13	2,053.19	2,155.85	2,263.64	2,376.82	2,495.66	2,620.44	2,751.46	2,889.03	2,961.26
12.14	14	2,104.52	2,209.75	2,320.24	2,436.25	2,558.06	2,685.96	2,820.26	2,961.27	3,035.30
12.45	15	2,157.13	2,264.99	2,378.24	2,497.15	2,622.01	2,753.11	2,890.77	3,035.31	3,111.19
12.76	16	2,211.06	2,321.61	2,437.69	2,559.57	2,687.55	2,821.93	2,963.03	3,111.18	3,188.96
13.08	17	2,266.34	2,379.66	2,498.64	2,623.57	2,754.75	2,892.49	3,037.11	3,188.97	3,268.69
13.40	18	2,323.00	2,439.15	2,561.11	2,689.17	2,823.63	2,964.81	3,113.05	3,268.70	3,350.42
13.74	19	2,381.08	2,500.13	2,625.14	2,756.40	2,894.22	3,038.93	3,190.88	3,350.42	3,434.18
14.08	20	2,440.61	2,562.64	2,690.77	2,825.31	2,966.58	3,114.91	3,270.66	3,434.19	3,520.04
14.43	21	2,501.63	2,626.71	2,758.05	2,895.95	3,040.75	3,192.79	3,352.43	3,520.05	3,608.05
14.79	22	2,564.17	2,692.38	2,827.00	2,968.35	3,116.77	3,272.61	3,436.24	3,608.05	3,698.25
15.16	23	2,628.27	2,759.68	2,897.66	3,042.54	3,194.67	3,354.40	3,522.12	3,698.23	3,790.69
15.54	24	2,693.98	2,828.68	2,970.11	3,118.62	3,274.55	3,438.28	3,610.19	3,790.70	3,885.47
15.93	25	2,761.33	2,899.40	3,044.37	3,196.59	3,356.42	3,524.24	3,700.45	3,885.47	3,982.61
16.33	26	2,830.36	2,971.88	3,120.47	3,276.49	3,440.31	3,612.33	3,792.95	3,982.60	4,082.17
16.74	27	2,901.12	3,046.18	3,198.49	3,358.41	3,526.33	3,702.65	3,887.78	4,082.17	4,184.22
17.16	28	2,973.65	3,122.33	3,278.45	3,442.37	3,614.49	3,795.21	3,984.97	4,184.22	4,288.83
17.58	29	3,047.99	3,200.39	3,360.41	3,528.43	3,704.85	3,890.09	4,084.59	4,288.82	4,396.04
18.02	30	3,124.19	3,280.40	3,444.42	3,616.64	3,797.47	3,987.34	4,186.71	4,396.05	4,505.95
18.48	31	3,202.29	3,362.40	3,530.52	3,707.05	3,892.40	4,087.02	4,291.37	4,505.94	4,618.59
18.94	32	3,282.35	3,446.47	3,618.79	3,799.73	3,989.72	4,189.21	4,398.67	4,618.60	4,734.07
19.41	33	3,364.41	3,532.63	3,709.26	3,894.72	4,089.46	4,293.93	4,508.63	4,734.06	4,852.41
19.90	34	3,448.52	3,620.95	3,802.00	3,992.10	4,191.71	4,401.30	4,621.37	4,852.44	4,973.75
20.39	35	3,534.73	3,711.47	3,897.04	4,091.89	4,296.48	4,511.30	4,736.87	4,973.71	5,098.05
20.90	36	3,623.10	3,804.26	3,994.47	4,194.19	4,403.90	4,624.10	4,855.31	5,098.08	5,225.53
21.43	37	3,713.68	3,899.36	4,094.33	4,299.05	4,514.00	4,739.70	4,976.69	5,225.52	5,356.16
21.96	38	3,806.52	3,996.85	4,196.69	4,406.52	4,626.85	4,858.19	5,101.10	5,356.16	5,490.06
22.51	39	3,901.68	4,096.76	4,301.60	4,516.68	4,742.51	4,979.64	5,228.62	5,490.05	5,627.30
23.07	40	3,999.22	4,199.18	4,409.14	4,629.60	4,861.08	5,104.13	5,359.34	5,627.31	5,767.99
23.65	41	4,099.20	4,304.16	4,519.37	4,745.34	4,982.61	5,231.74	5,493.33	5,768.00	5,912.20
24.24	42	4,201.68	4,411.76	4,632.35	4,863.97	5,107.17	5,362.53	5,630.66	5,912.19	6,059.99
24.85	43	4,306.72	4,522.06	4,748.16	4,985.57	5,234.85	5,496.59	5,771.42	6,059.99	6,211.49
25.47	44	4,414.39	4,635.11	4,866.87	5,110.21	5,365.72	5,634.01	5,915.71	6,211.50	6,366.79
26.10	45	4,524.75	4,750.99	4,988.54	5,237.97	5,499.87	5,774.86	6,063.60	6,366.78	6,525.95
26.76	46	4,637.87	4,869.76	5,113.25	5,368.91	5,637.36	5,919.23	6,215.19	6,525.95	6,689.10
27.43	47	4,753.82	4,991.51	5,241.09	5,503.14	5,778.30	6,067.22	6,370.58	6,689.11	6,856.34
28.11	48	4,872.67	5,116.30	5,372.12	5,640.73	5,922.77	6,218.91	6,529.86	6,856.35	7,027.76
28.81	49	4,994.49	5,244.21	5,506.42	5,781.74	6,070.83	6,374.37	6,693.09	7,027.74	7,203.43
29.54	50	5,119.35	5,375.32	5,644.09	5,926.29	6,222.60	6,533.73	6,860.42	7,203.44	7,383.53
30.27	51	5,247.33	5,509.70	5,785.19	6,074.45	6,378.17	6,697.08	7,031.93	7,383.53	7,568.12
31.03	52	5,378.51	5,647.44	5,929.81	6,226.30	6,537.62	6,864.50	7,207.73	7,568.12	7,757.32
31.81	53	5,512.97	5,788.62	6,078.05	6,381.95	6,701.05	7,036.10	7,387.91	7,757.31	7,951.24
32.60	54	5,650.79	5,933.33	6,230.00	6,541.50	6,868.58	7,212.01	7,572.61	7,951.24	8,150.02
33.42	55	5,792.06	6,081.66	6,385.74	6,705.03	7,040.28	7,392.29	7,761.90	8,150.00	8,353.75

Hourly rate: Monthly rate divided by 173.33

Shift Differential: Any shift differentials are computed by adding \$68.00 to monthly salary or adding thirty-nine cents (\$.39) to hourly rate.

- Step 6: An employee who has completed one (1) year of service with CUSD on Step 5 is eligible for Step 6. Step 6 shall be 5% higher than Step 5.
- Step 10: An employee who has completed one (1) year on Step 6 and is beginning ten (10) or more years of consecutive, regular service with CUSD is eligible for Step 10. Step 10 shall be 5% higher than Step 6.
- Step 15: An employee who is beginning fifteen (15) or more years of consecutive, regular service with CUSD is eligible for Step 15. Step 15 shall be 5% higher than Step 10.
- Step 20: An employee who is beginning twenty (20) or more years of consecutive, regular service with CUSD is eligible for Step 20. Step 20 shall be 2.5% higher than Step 15.

- Furlough days have not been deducted from the base pay salary schedule.
- *Salary Step advancements will be frozen through 6/30/2014.*

Effective: 7/1/2013
 Adopted: 10/1/2013

Eliminate

California School Employees Association (CSEA) Step Delay Salary Schedule * CAPISTRANO UNIFIED SCHOOL DISTRICT San Juan Capistrano, CA 7/1/2014 - 6/30/2015 ONLY

Step 1 Hourly Rate	Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Step 5.5**	Step 6	Step 10	Step 15	Step 20
11.56	12	2,003.11	2,103.27	2,105.77	2,211.06	2,321.61	2,437.69	2,556.53	2,684.36	2,816.98	2,889.04
11.85	13	2,053.19	2,155.85	2,158.42	2,266.34	2,379.65	2,498.63	2,620.44	2,751.46	2,888.03	2,961.26
12.14	14	2,104.52	2,209.75	2,212.38	2,323.00	2,439.15	2,561.11	2,685.96	2,820.26	2,961.27	3,035.30
12.45	15	2,157.13	2,264.99	2,267.69	2,381.07	2,500.13	2,625.13	2,753.11	2,890.77	3,035.31	3,111.19
12.76	16	2,211.06	2,321.61	2,324.38	2,440.59	2,562.62	2,690.75	2,821.93	2,963.03	3,111.18	3,188.96
13.08	17	2,266.34	2,379.66	2,382.49	2,501.62	2,626.70	2,758.03	2,892.49	3,037.11	3,188.97	3,268.69
13.40	18	2,323.00	2,439.15	2,442.06	2,564.16	2,692.37	2,826.99	2,964.81	3,113.05	3,268.70	3,350.42
13.74	19	2,381.08	2,500.13	2,503.11	2,628.27	2,759.68	2,897.67	3,038.93	3,190.88	3,350.42	3,434.18
14.08	20	2,440.61	2,562.64	2,565.69	2,693.98	2,828.68	2,970.11	3,114.91	3,270.66	3,434.19	3,520.04
14.43	21	2,501.63	2,626.71	2,629.84	2,761.33	2,899.40	3,044.37	3,192.79	3,352.43	3,520.05	3,608.05
14.79	22	2,564.17	2,692.38	2,695.59	2,830.37	2,971.89	3,120.48	3,272.61	3,436.24	3,608.05	3,698.25
15.16	23	2,628.27	2,759.68	2,762.97	2,901.11	3,046.17	3,198.47	3,354.40	3,522.12	3,698.23	3,790.69
15.54	24	2,693.98	2,828.68	2,832.05	2,973.85	3,122.33	3,278.45	3,438.28	3,610.19	3,790.70	3,885.47
15.93	25	2,761.33	2,899.40	2,902.85	3,048.00	3,200.40	3,360.42	3,524.24	3,700.45	3,885.47	3,982.61
16.33	26	2,830.36	2,971.88	2,975.42	3,124.19	3,280.39	3,444.41	3,612.33	3,792.95	3,982.60	4,082.17
16.74	27	2,901.12	3,046.18	3,049.81	3,202.30	3,362.41	3,530.53	3,702.65	3,887.73	4,082.17	4,184.22
17.16	28	2,973.65	3,122.33	3,126.05	3,282.35	3,446.47	3,616.79	3,795.21	3,984.97	4,184.22	4,288.83
17.58	29	3,047.89	3,200.39	3,204.20	3,364.41	3,532.63	3,709.26	3,890.09	4,084.59	4,288.82	4,396.04
18.02	30	3,124.19	3,280.40	3,284.31	3,448.52	3,620.95	3,801.99	3,987.34	4,186.71	4,396.05	4,505.95
18.48	31	3,202.29	3,362.40	3,366.41	3,534.73	3,711.46	3,897.04	4,087.02	4,291.37	4,505.94	4,618.59
18.94	32	3,282.35	3,446.47	3,450.57	3,623.10	3,804.25	3,994.47	4,189.21	4,398.67	4,618.60	4,734.07
19.41	33	3,364.41	3,532.63	3,536.84	3,713.68	3,899.36	4,094.33	4,293.93	4,508.63	4,734.06	4,852.41
19.90	34	3,448.52	3,620.95	3,625.26	3,806.53	3,995.86	4,196.70	4,401.30	4,621.37	4,852.44	4,973.75
20.39	35	3,534.73	3,711.47	3,715.89	3,901.68	4,096.76	4,301.60	4,511.30	4,736.87	4,973.71	5,098.05
20.90	36	3,623.10	3,804.25	3,808.79	3,999.23	4,199.19	4,409.15	4,624.10	4,855.31	5,098.08	5,225.53
21.43	37	3,713.68	3,899.36	3,904.01	4,099.21	4,304.17	4,519.38	4,739.70	4,976.69	5,225.52	5,356.16
21.96	38	3,806.52	3,996.85	4,001.61	4,201.69	4,411.77	4,632.36	4,858.19	5,101.10	5,356.16	5,490.06
22.51	39	3,901.68	4,096.76	4,101.64	4,306.72	4,522.06	4,748.16	4,979.64	5,228.62	5,490.05	5,627.30
23.07	40	3,999.22	4,199.18	4,204.18	4,413.39	4,635.11	4,866.87	5,104.13	5,359.34	5,627.31	5,767.99
23.65	41	4,099.20	4,304.16	4,309.29	4,524.75	4,750.99	4,988.54	5,231.74	5,493.33	5,768.06	5,912.20
24.24	42	4,201.68	4,411.76	4,417.02	4,637.87	4,869.76	5,113.25	5,362.53	5,630.66	5,912.19	6,059.99
24.85	43	4,306.72	4,522.06	4,527.44	4,753.82	4,991.51	5,241.08	5,496.59	5,771.42	6,059.99	6,211.49
25.47	44	4,414.39	4,635.11	4,640.63	4,872.66	5,116.30	5,372.11	5,634.01	5,915.71	6,211.50	6,366.79
26.10	45	4,524.75	4,750.99	4,756.95	4,994.48	5,244.21	5,506.42	5,774.86	6,063.60	6,366.78	6,525.95
26.76	46	4,637.87	4,869.76	4,875.56	5,119.34	5,375.31	5,644.07	5,919.23	6,215.19	6,525.95	6,689.10
27.43	47	4,753.82	4,991.51	4,997.46	5,247.33	5,509.70	5,785.18	6,067.22	6,370.58	6,689.11	6,856.34
28.11	48	4,872.67	5,116.30	5,122.40	5,378.52	5,647.45	5,929.82	6,218.91	6,529.86	6,856.35	7,027.76
28.81	49	4,994.49	5,244.21	5,250.46	5,512.98	5,788.63	6,078.06	6,374.37	6,693.09	7,027.74	7,203.43
29.54	50	5,119.35	5,375.32	5,381.72	5,650.81	5,933.35	6,230.01	6,533.73	6,860.42	7,203.44	7,383.53
30.27	51	5,247.33	5,509.70	5,516.26	5,792.08	6,081.68	6,385.77	6,697.08	7,031.93	7,383.53	7,568.12
31.03	52	5,378.51	5,647.44	5,654.16	5,936.87	6,233.72	6,545.40	6,864.50	7,207.73	7,568.12	7,757.32
31.81	53	5,512.97	5,788.62	5,795.51	6,085.29	6,389.55	6,709.03	7,036.10	7,387.91	7,757.31	7,951.24
32.60	54	5,650.79	5,933.33	5,940.40	6,237.42	6,549.29	6,876.76	7,212.01	7,572.61	7,951.24	8,150.02
33.42	55	5,792.06	6,081.66	6,088.90	6,393.35	6,713.01	7,048.66	7,392.29	7,761.90	8,150.00	8,353.75

Hourly rate: Monthly rate divided by 173.75

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- Step 10: An employee who has completed one (1) year on Step 5 and is beginning ten (10) or more years of consecutive, regular service with CUSD is eligible for Step 10. Step 10 shall be 5% higher than Step 6.

- Step 15: An employee who is beginning fifteen (15) or more years of consecutive, regular service with CUSD is eligible for Step 15. Step 15 shall be 5% higher than Step 10.

- Step 20: An employee who is beginning twenty (20) or more years of consecutive, regular service with CUSD is eligible for Step 20. Step 20 shall be 2.5% higher than Step 15.

- Furlough days have not been deducted from the base pay salary schedule.

- Salary Step advancements will be 12/1/2014.

Effective
Adopted:

* Disclaimers:

- New hires into positions on Step 2 or 3 will have minimal increase on 12/1/14
- 2015-2016 - up to 10.0% increase on Steps 2, 3, 4, 5, 6

** Step 5.5

- Step 5.5 is for current employees on Step 4 2012-2013, should be Step 5 2013-2014
- This will keep the employees at a 5% increase with the Tentative Agreement 2.5 % of the 2013-2014 Step Advancement and 2.5% of the 2014-2015 Step Advancement

**AMENDMENT NO. 1 TO
AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT
(Liberty at Aliso Creek Road)**

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED PURCHASE AND SALE AGREEMENT (the "Amendment") is made effective as of June 26, 2014, by and between the **Capistrano Unified School District**, a public school district organized and existing under the laws of the State of California ("Seller") and **Foundation for Affordable Housing II, Inc.** ("Buyer"), and is made with reference to that certain **Amended and Restated Purchase and Sale Agreement** dated April 24, 2014 (the "Purchase and Sale Agreement"), between Seller and Buyer pertaining to property located in City of Aliso Viejo, Orange County, California, and more particularly described the Purchase and Sale Agreement.

RECITALS

- A. Section 2.5 of the Purchase and Sale Agreement requires that the MVC Restrictions imposed by Shea Properties (formerly known as Mission Viejo Company) ("Shea") must be removed as a condition to Closing. As of the date of this Amendment, Seller has yet to consummate an agreement with Shea for the removal of the MVC Restrictions.
- B. Buyer has satisfied itself regarding the condition of the Property, but cannot fully approve the Property until Seller has entered into an agreement with Shea for the removal of the MVC Conditions ("MVC Release Agreement").
- C. Buyer has also been advised by the City that it will not complete the processing of Buyer's application for Entitlements until the City has been provided with a signed MVC Release Agreement.
- D. The parties, accordingly, wish to amend the Purchase and Sale Agreement to extend the Due Diligence Period to enable Seller to execute an MVC Release Agreement with Shea, as provided in this Amendment.

IN CONSIDERATION of the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Purchase and Sale Agreement in the following respects:

1. Section 1.2C of the Purchase and Sale Agreement is hereby amended to read in full as follows:

C. Release of Initial and First Additional Deposits. The Initial Deposit and the First Additional Deposit, which totals Two Hundred Thousand Dollars (\$200,000), shall be released by Escrow to Seller immediately following Buyer's approval (or deemed approval) of the Property under Section 3.2 and shall,

thereafter, be nonrefundable except in the event of a default by Seller. The Initial and First Additional Deposits shall be credited against the payment of the Purchase Price at Close of Escrow.

2. Section 3.1 of the Purchase and Sale Agreement is hereby amended to extend the end of the Due Diligence Period up to and including July 28, 2014.

3. Capitalized terms used in this Amendment shall have the same meaning provided for in the Purchase and Sale Agreement unless the context otherwise requires.

4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed counterparts of this Amendment may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

5. Seller's approval of this Amendment is subject to ratification by Seller's Board of Trustees ("Seller's Board"). In the event Seller's Board does not approve this Amendment, Buyer's execution of this Amendment shall be deemed as an express written dissatisfaction of the Property pursuant to Section 3.1 of the Purchase Agreement, received by Seller on June 27, 2014.

6. Except to the extent that the Purchase and Sale Agreement has been expressly modified by this Amendment, the Purchase and Sale Agreement shall remain in full force and effect, without modification or impairment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

Seller:
CAPISTRANO UNIFIED
SCHOOL DISTRICT

Buyer:
FOUNDATION FOR
AFFORDABLE HOUSING II, INC.

By: _____
CLARK HAMPTON
Deputy Superintendent, Business and
Support Services

By: _____
THOMAS E. WILLARD
President

AGREEMENT TO MODIFY RESTRICTIONS

AGREEMENT TO MODIFY RESTRICTIONS (this "Agreement") is made and entered into effective as of _____, 2014, by and between **SHEA HOMES LIMITED PARTNERSHIP**, a California limited partnership, as successor in interest to Mission Viejo Company ("MVC"), a California corporation ("Shea Homes"), and **CAPISTRANO UNIFIED SCHOOL DISTRICT** ("CUSD").

R E C I T A L S

A. Pursuant to that certain Corporation Grant Deed executed by MVC on September 27, 1995, and recorded in the Official Records of Orange County, California (the "**Official Records**") on September 28, 1995 as Instrument Number 19950426127, [and re-recorded to correct the legal description on July 31, 1997, as Instrument Number 19970362894] (together, the "**Grant Deed**"), MVC sold and transferred to CUSD certain real property as described therein (the "**Property**"). The Grant Deed is attached hereto as Exhibit A and incorporated herein by this reference.

B. The Grant Deed contains certain restrictions, which, by their own terms, expired on or about September 28, 2010, and are no longer of any force or effect as to the Property.

C. Additionally, the following instruments which encumber the Property, prohibit, among other things "[r]esidential use, except limited caretaker facilities as approved by Declarant" (the "**CC&R Restrictions**"):

- (i). that certain Notice of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Pacific Park II (Delegate District No. 43) Aliso Viejo Community Association, which was recorded in the Official Records on September 28, 1995, as Instrument No. 19950426126; and
- (ii). that certain Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Pacific Park II and Notice of Annexation to Aliso Viejo Community Association (Delegate District No. 43), which was recorded in the Official Records on December 20, 1988, as Instrument No. 88-663664; and
- (iii). that certain Declaration of Development Covenants, Conditions, and Restrictions Concerning A.V.P.A. 52 by Capistrano Unified School District, which was recorded in the Official Records on September 28, 1995, as Instrument No. 19950426129.

D. The Grant Deed Restrictions and the CC&R Restrictions shall be referred to herein, collectively, as the "**Restrictions**."

EXHIBIT 3

E. CUSD is proposing to sell the Property to a non-profit public benefit corporation ("Non-Profit Buyer"), whose intent is to develop the Facility (as defined below) on the Property as contemplated herein. The Non-Profit Buyer may, in turn, transfer the Property to a Tax Credit Limited Partnership. The Partners of the Tax Credit Limited Partnership shall be (1) the Non-Profit Buyer as the managing general partner, (2) a for-profit administrative general partner, and (3) an investment limited partner that will own a 99% or more profits interest in the Tax Credit Limited Partnership and thereby acquire rights to use substantially all of the Tax Credit Limited Partnership's federal affordable housing tax credits under Internal Revenue Code § 42 ("Tax Credit Limited Partnership").

F. Pursuant to a request in connection with CUSD's proposed sale of the Property, CUSD wishes to allow for the building on the Property of an approximately two hundred fifty thousand (250,000) square foot senior affordable housing facility (the "Facility") and has requested that Shea Homes modify the Restrictions to permit construction of the Facility (the "Modifications").

G. Shea Homes has agreed to so modify the Restrictions subject to the terms and conditions of this Agreement and to the payment of the Participation (as defined below), if any.

H. Shea Homes and CUSD wish to enter into this Agreement to, among other things, set forth the terms and conditions of the Modifications, including without limitation payment of the Participation, if any.

A G R E E M E N T

NOW, THEREFORE, taking the foregoing Recitals into account, and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shea Homes and CUSD do hereby agree as follows:

1. Consideration.

- a. **Participation.** As partial consideration for the Modifications, CUSD shall pay to Shea Homes the Participation. As used herein, "**Participation**" means fifty percent (50%) of any consideration (cash or non-cash) in excess of Six Million Eight Hundred Ninety Thousand Dollars (\$6,890,000) that CUSD or any of its affiliates or related parties receives as consideration for the sale of the Property. The Participation, if any, shall be paid in cash and deposited by CUSD into an escrow acceptable to Shea Homes ("Escrow") with CUSD's written instructions that the Participation be unconditionally paid to Shea Homes upon the release from Escrow of the Acknowledgement of Expiration of Grant Deed Restrictions attached hereto as Exhibit B and incorporated herein by this reference (the "**Acknowledgement of Expiration of Grant Deed Restrictions**") and the Amendment of CC&Rs attached hereto as Exhibit C and incorporated herein by this reference (the "**Amendment of CC&Rs**") for recordation in the Official Records. If no Participation is due, then the Acknowledgement of Expiration of

Grant Deed Restrictions and the Amendment of CC&Rs shall be released from Escrow for recordation in the Official Records upon (i) delivery to and approval by Shea Homes of a closing statement for the sale of the Property executed by CUSD and the buyer showing that the total consideration paid to CUSD and any of its affiliates or related parties is not in excess of Six Million Eight Hundred Ninety Thousand Dollars (\$6,890,000) and a certification by an authorized officer of CUSD confirming the truth, accuracy and completeness of the closing statement and (ii) recordation against the Property in the Official Records of the Memorandum of Right of First Refusal (as defined below).

b. **Right of First Refusal.**

- i. **Memorandum.** As partial consideration for the Modifications, CUSD shall grant to Shea Homes a right of first refusal as described below (the “**Right of First Refusal**”) and shall execute a memorandum of the same in the form attached hereto as Exhibit D and incorporated herein by this reference, (the “**Memorandum of Right of First Refusal**”). The Memorandum of Right of First Refusal shall be executed, notarized and deposited into escrow by CUSD with CUSD’s written instructions that the same is to be released and recorded against the Property in the Official Records as a condition to the release and recordation of the Amendments.
- ii. **Terms.** CUSD currently plans to sell the Property to a not for profit entity. As used herein, “not for profit” shall mean an entity whose primary objective is to support or to actively engage in activities of public or private interest without any commercial or monetary profit purposes.
 1. If CUSD or any subsequent owner (in either case, “**Owner**”) of the Property desires to sell all or any portion of the Property to an entity that is not a not for profit entity (i.e., a for profit entity), other than a one-time transfer to a Tax Credit Limited Partnership (which transfer shall not trigger the Right of First Refusal), Owner shall deliver a written notice to Shea Homes setting forth the sales price and the relevant terms and conditions of the sale (the “**Sale Notice**”) for each such portion. If Shea Homes desires to purchase the applicable portion of Property on terms substantially similar to those set forth in the Sale Notice, Shea Homes must deliver written notice of such intention (the “**Notice of Intent**”) to Owner within thirty (30) days of its receipt of the Sale Notice. For a period of forty-five (45) days (the “**Negotiation Period**”) after Owner receives the Notice of Intent, (A) Shea Homes and Owner shall in good faith negotiate the terms of a definitive purchase and sale agreement reasonably acceptable to both parties (the “**Purchase Agreement**”), and (B) Shea Homes will conduct its due diligence investigations regarding the applicable portion of the Property pursuant to a license agreement reasonably acceptable to both

parties. The Purchase Agreement shall provide for (1) a due diligence period expiring on the last day of the Negotiation Period, and (2) a closing date sixty (60) days after the expiration of the Negotiation Period. Subject to Section 1(b)(ii)(2) below, if Shea Homes does not timely deliver a Notice of Intent, then its Right of First Refusal shall terminate as to the applicable portion of the Property, and Owner may sell such portion of Property free and clear of the same on the same terms and condition as described in the Sale Notice.

2. If (A) Owner intends to sell the applicable portion of the Property on terms more favorable to the buyer than those contained in the Sale Notice or (B) Owner does not close the sale of the applicable portion of the Property within one hundred eighty (180) days of delivery of the Sale Notice, then Shea Homes shall have the right to purchase the applicable portion of the Property pursuant to Section 1(b)(II)(1) above, and Owner shall deliver a new Sale Notice setting forth the terms as required above.
 3. For each portion of the Property where Shea Homes has been given the opportunity to purchase such portion as set forth above and has declined to do so, Shea Homes' rights to purchase the applicable portion of the Property shall terminate upon the closing of the first sale of such portion of the Property to an entity that is not a not for profit entity. Shea Homes' rights to purchase all other portions of the Property shall survive.
2. **Acknowledgement of Expiration of Grant Deed Restrictions and Amendment of CC&Rs.** Upon full execution of this Agreement, Shea Homes shall execute and notarize the Acknowledgement of Expiration of Grant Deed Restrictions and the Amendment of CC&Rs (together, the "Amendments") and deposit them into Escrow along with Shea Homes' instructions to release the same for recordation in the Official Records upon (a) payment of the Participation, if any, (b) delivery of the items set forth in Section 1(a)(i), above, and (c) recordation of the Right of First Refusal in the Official Records.
3. **Fee Credits.** If any Owner is required to purchase San Joaquin Hills Transportation Corridor Agency (the foregoing or any successor thereto, the "Agency") Fee Credits, Shea Homes shall have the option of selling such fee credits to such Owner at the cost being charged for residential buildings by the Agency at the time of construction. The Owner shall not purchase such fee credits from any other party unless Shea Homes indicates in writing that it does not wish to sell any fee credits that it may have to such Owner at that time. The foregoing shall be included in the Amendment of CC&Rs to be recorded in the Official Records.

4. **Outside Date.** The Amendments shall be recorded in the Official Records pursuant to the terms of this Agreement on or before December 31, 2014 (the “**Outside Date**”). If not, this Agreement and the Amendments shall terminate, except for CUSD’s obligations to pay Fees and Costs (as defined below), and Escrow shall return the Amendments to Shea Homes and the Right of First Refusal and any funds in Escrow, less the amount to pay any Fees and Costs, to CUSD.
5. **Fees and Costs.** CUSD shall pay all escrow and recording fees and costs and other fees and costs in connection with the transaction contemplated by this Agreement (“**Fees and Costs**”).
6. **Miscellaneous.**
 - a. **Governing Law.** This Agreement shall be governed by the internal laws of the State of California without reference to choice of law or conflict of law provisions.
 - b. **Counterparts; Facsimile.** This Agreement may be (i) executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same document and (ii) executed and delivered by the exchange of electronic facsimile copies of the signed counterparts, which facsimile counterparts shall be binding upon the parties.
 - c. **Authorization.** Each party represents to the other that the person executing this Agreement on its behalf is duly authorized to do so.
 - d. **Entire Agreement.** This Agreement, including without limitation the Exhibits attached hereto, constitutes the entire agreement between Shea Homes and CUSD with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to the matters contained in this Agreement. All prior and contemporaneous understandings, representations or agreements among the parties with respect to this subject matter, verbal or written, are merged into this Agreement.
 - e. **Amendment; Waiver.** This Agreement may not be modified or amended except in writing signed by the party against whom enforcement is sought. Waiver by either party of any breach of or obligation under this Agreement will not constitute a waiver of any subsequent breach of or obligation under the same or any other provision.
 - f. **Recitals.** The Recitals above are incorporated into this Agreement and are hereby verified by Shea Homes and CUSD.

- g. **No Third Party Beneficiaries.** This Agreement is made solely and specifically between and for the benefit of Shea Homes and CUSD and their respective successors and assigns (including, without limitation, FOUNDATION FOR AFFORDABLE HOUSING II, INC., to the extent it becomes a successor and/or assign of CUSD), and no other party will have any rights, interest or claims or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
- h. **Construction.** This Agreement has been negotiated and prepared jointly by all parties and their attorneys, and shall not be construed for or against either party but shall be given a fair and reasonable construction in accordance with the intention of the parties.
- i. **Further Assurances.** Each party agrees, at its own expense, to execute, acknowledge and deliver any further instruments reasonably requested by the other party, and to take any other action consistent with the terms of this Agreement that may reasonably be requested by the other party, for the purpose of carrying out the terms of this Agreement.
- j. **Successors.** This Agreement shall bind and inure to the benefit of the transferees, assigns and other successors in interest of the parties.
- k. **Severability.** If any provision of this Agreement is held to be invalid, in whole or in part, under any applicable federal, state, municipal or other law, ruling or regulation, then such provision will remain in effect to the extent permitted, and the remaining provisions will continue in full force and effect.
- l. **Attorneys' Fees.** If any legal action or other alternative dispute resolution proceeding is commenced which is related to any terms or conditions of this Agreement, the losing party must pay the prevailing party's reasonable attorneys' and experts' fees and costs incurred in the preparation for, conduct of or appeal or enforcement of judgment from the proceeding. The phrase "**prevailing party**" means the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

- m. **Dispute Resolution.** If the parties are unable to negotiate a mutually acceptable resolution to a dispute, the parties agree to appoint a third party mediator, whose fees they will split evenly. The parties agree to meet in good faith with the mediator in order to attempt to resolve the dispute. **The parties expressly waive the right to a jury trial and agree, instead, to binding arbitration** as a means to resolve all claims, disputes and other matters that are not resolved through negotiation or mediation. Such arbitration is to take place in Orange County, California, in accordance with the Federal Arbitration Act (9 U.S.C. § 1-16). The arbitration will be administered in accordance with the Construction Industry Arbitration Rules of the America Arbitration Association ("AAA"), or such other entity offering alternative dispute resolution services as may be agreed to by the parties.

NOTICE: BY EXECUTING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING UNDER THIS AGREEMENT DECIDED BY NEUTRAL BINDING ARBITRATION. IN ACCORDANCE WITH APPLICABLE LAW, YOU ARE GIVING UP ANY RIGHTS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL AS WELL AS YOUR RIGHTS TO DISCOVERY AND APPEAL. A PARTY REFUSING TO SUBMIT TO BINDING ARBITRATION AFTER AGREEING TO THIS PROVISION MAY BE COMPELLED TO ARBITRATE BY A COURT OF LAW.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date and year first above written.

SHEA HOMES

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CUSD

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

Grant Deed

[attached hereto]

~~RECORDING REQUESTED BY:~~
~~FIRST TITLE INS. CO.~~

WHEN RECEIVED MAIL TO:

CAPISTRANO UNIFIED SCHOOL DISTRICT
32972 CALLE PERFECTO
SAN JUAN CAPISTRANO, CA 92675

OR-9738497

Recorded in the County of Orange, California

Gary L. Granville, Clerk/Recorder



37.00

19970362894 08:00am 07/31/97

004 390971 02 50 IB15

G02 11 55 0.00 7.00 30.00 0.00 0.00 0.00 0.00

0.00 0.00

THIS SPACE FOR RECORDER'S USE ONLY

CORPORATION GRANT DEED

THIS DEED BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION

Om No.

Estow No. 9463052M

Loan No.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

WHEN RECORDED MAIL TO:

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

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder

25.00

19950426127 4:30pm 09/28/95

004 025709 22 27 1B4
002 7 55 0.00 7.00 10.00 0.00 0.00 0.00 0.00
0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$.....

..... Computed on the consideration or value of property conveyed; OR

..... Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

undersigned grantor

Signature of Declarant or Agent determining tax — Firm Name

CORPORATION GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
MISSION VIEJO COMPANY, Grantor

a corporation organized under the laws of the State of California

does hereby

GRANT to CAPISTRANO UNIFIED SCHOOL DISTRICT, Grantee

the real property in the ~~UNINCORPORATED~~ unincorporated territory of the
County of Orange

, State of California, described as

The real property described in Exhibit "A" attached hereto and incorporated herein by
this reference.

SUBJECT, HOWEVER, TO THE COVENANTS AND RESTRICTIONS SET FORTH IN EXHIBIT "B" ATTACHED
HERETO AND INCORPORATED HEREIN BY THIS REFERENCE, WHICH COVENANTS AND RESTRICTIONS ARE
INTENDED TO AND SHALL RUN WITH THE LAND AS SET FORTH THEREIN.

Dated September 27, 1995

MISSION VIEJO COMPANY
a California corporation

STATE OF CALIFORNIA) ss.
COUNTY OF Orange)

On September 27, 1995 before me,

By [Signature] Sr. Vice President

personally appeared [Signatures]
Walter D. White

By [Signature] Senior Vice Pres. Asst. Secretary

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signa-
ture(s) on the instrument the person(s) or the entity upon behalf of which
the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

MAIL TAX STATEMENTS TO:

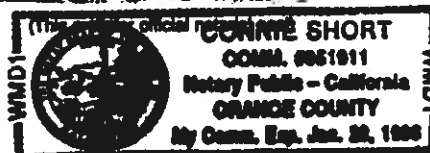
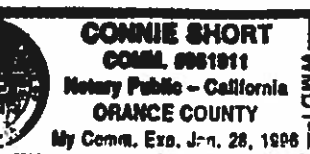


EXHIBIT "A"

Description of the Property

All that certain land situated in the unincorporated area of the County of Orange, State of California, described as follows:

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LL 91-024, RECORDED AS INSTRUMENT NO. 91-444054 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID LOT LINE ADJUSTMENT AS HAVING A BEARING AND DISTANCE OF "NORTH 11° 26' 41" EAST 256.46 FEET" IN THE WESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID WESTERLY LINE NORTH 11° 26' 41" EAST 45.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY BOUNDARY LINE SOUTH 77° 30' 00" EAST 425.00 FEET; THENCE NORTH 12° 30' 00" EAST 89.87 FEET; THENCE NORTH 41° 21' 00" EAST 171.03 FEET; THENCE NORTH 48° 39' 00" WEST 513.47 FEET TO A POINT IN SAID WESTERLY LINE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 51° 16' 21" EAST; THENCE ALONG SAID WESTERLY LINE THROUGH THE FOLLOWING COURSES: ALONG SAID CURVE SOUTHWESTERLY AND SOUTHERLY 285.71 FEET THROUGH A CENTRAL ANGLE OF 27° 16' 58"; THENCE TANGENT FROM SAID CURVE SOUTH 11° 26' 41" WEST 211.25 FEET TO THE TRUE POINT OF BEGINNING.

**ROBERT BEIN, WILLIAM FROST & ASSOCIATES
14725 Alton Parkway
Irvine, California 92718**

Revised December 8, 1994
November 2, 1994
JN 31462.115
Page 1 of 1

EXHIBIT "A1"

LEGAL DESCRIPTION

**C.U.S.D. ADMINISTRATION PARCEL
WITHIN PARCEL 2 OF LLA 91-024**

That portion of Parcel 2 of Lot Line Adjustment LL 91-024 in the unincorporated territory of the County of Orange, State of California, recorded as Instrument No. 91-444054 of Official Records in the Office of the County Recorder of said Orange County, described as follows:

COMMENCING at the southerly terminus of that certain course described in said Lot Line Adjustment as having a bearing and distance of "North 11°26'41" East 256.46 feet" in the westerly line of said Parcel 2; thence along said westerly line North 11°26'41" East 45.21 feet to the TRUE POINT OF BEGINNING; thence leaving said westerly boundary line South 77°30'00" East 425.00 feet; thence North 12°30'00" East 3.73 feet; thence North 41°21'00" East 230.82 feet; thence North 48°39'00" West 554.11 feet to a point in said westerly line, said point being the beginning of a non-tangent curve concave southeasterly and having a radius of 600.00 feet, a radial line of said curve from said point bears South 52°46'10" East; thence along said westerly line through the following courses: along said curve southwesterly and southerly 270.03 feet through a central angle of 25°47'09"; thence tangent from said curve South 11°26'41" West 211.25 feet to the TRUE POINT OF BEGINNING.

CONTAINING: 4.000 Acres, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record.

EXHIBIT "B" attached and by this reference made a part hereof.



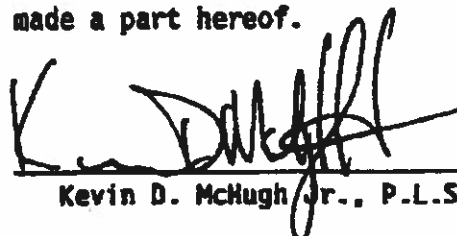

Kevin D. McHugh Jr., P.L.S. 6310

EXHIBIT "B"

Covenants and Restrictions Running with the Land

1. **Use Restrictions.** The real property described in Exhibit "A" of the Corporation Grant Deed to which this Exhibit "B" is attached (the "Property") shall be used only for a public school for Grantee or other ancillary Grantee facility; provided, however, that notwithstanding any other provision of this Exhibit "B", in no event shall any portion of the Property be used as a transportation center or facility; provided further, that if Grantee transfers its interest in the Property to any unrelated third party which has no power or authority to operate a public school or other ancillary Grantee facility, then, upon such transfer and written notice to Grantor and the Committee (as hereinafter defined), the Property shall be released from the restriction of this Paragraph 1 and may be used by such unrelated third party for any otherwise permitted purpose.

2. **Improvements.** If Grantee elects to use the Property for an ancillary Grantee facility as contemplated above, then Grantee shall improve the Property in conformance with site plans (the "Site Plans") previously reviewed and approved in writing by Grantor; provided, however, that if at the time Grantee desires to so improve the Property Grantor is no longer in existence or no longer owns any real property in Aliso Viejo or has so assigned its rights hereunder, then, in any such event, the Aliso Viejo Advisory Planning Committee (or any successor committee thereto) of the Aliso Viejo Community Association (the "Committee"), or their respective successors or assigns, shall have the right only to review and comment upon the Site Plans and Grantee shall not be required to obtain the Committee's approval thereof; provided further that Grantor shall not unreasonably withhold or delay any approval provided for hereunder so long as the proposed Site Plans (a) are consistent with the architecture, landscaping, condition and appearance of the Aliso Viejo community, (b) are consistent with that certain document entitled "Design Guidelines for Pacific Park II (Tentative Tract No. 11795 and Tract No. 13922)" dated June 1991, and (c) are consistent with the use and size restrictions set forth in this Exhibit "B". Grantor shall approve or disapprove the proposed Site Plans in writing to Grantee, together with, in the case of disapproval, the reasons therefor. Failure of Grantor to deliver written notice of its approval or disapproval of the proposed Site Plans to Grantee within thirty (30) days after its receipt of the proposed Site Plans shall be conclusively deemed to be approval thereof. Grantee shall not improve the Property with an ancillary Grantee facility except in strict conformance with the Site Plans approved by Grantor as may be amended with the prior written approval of Grantor. However, if Grantee, in its sole discretion, determines to use the Property solely as a public school, the development of the Property with a public school shall not be subject to review and approval by Grantor pursuant to this Paragraph 2.

3. **Size Restriction.** The maximum aggregate square footage of all structures constructed on the Property shall be no less than thirty-five thousand (35,000) interior useable square feet and no greater than seventy thousand (70,000) interior useable square feet. For purposes of this Exhibit "B", floor space includes all floor space within a building under roof, whether below grade, at grade, or above grade, including mezzanine space and multiple floors. No parking structure of any kind, including, without limitation, subterranean parking, carports or any other type of garage or covered parking, may be erected on the Property. All parking spaces shall be located outside on the surface of the Property.

4. **Term.** These covenants and restrictions shall continue for a period of fifteen (15) years following the date of recordation hereof. Such covenants and restrictions burden the Property and inure to the benefit of that certain real property located in the unincorporated area of the County of Orange, State of California, described on Schedule "1" attached hereto and incorporated herein by this reference. Such covenants and restrictions bind and inure to the benefit of the Grantee and the Grantor, respectively, and their successors and assigns, and are intended to and shall run with the land.

Schedule "1"

LEGAL DESCRIPTION OF BENEFITTED PROPERTY

All that certain property located in the County of Orange, State of California, described as follows:

Parcel A (Aliso Viejo Planning Area 40)

Planning Area 40 as shown on the Aliso Viejo Planned Community Development Plan and Supplemental Text (4th Revised) which was adopted by the Orange County Board of Supervisors as Ordinance No. 3818, on March 26, 1991, and recorded as Instrument No. 91-346274 in Official Records of Orange County, California.

Parcel B (Aliso Viejo Planning Area 11)

Parcels 41, 44 and 46 of Parcel Map 86-342 in the Unincorporated Territory of the County of Orange, State of California, as per map filed in Book 226, Pages 1 through 8, inclusive of Parcel Maps, in the Office of the County Recorder of said County.

Parcels 1 and 2 of Lot Line Adjustment LL 93-006 in the Unincorporated Territory of the County of Orange, State of California, as per document recorded June 15, 1993, as Instrument No. 93-0400945 of Official Records, in the Office of the County Recorder of said County.

Parcels 1, 2 and 4 of Lot Line Adjustment LL 91-030 in the Unincorporated Territory of the County of Orange, State of California, as per document recorded September 6, 1991, as Instrument No. 91-482794 of Official Records, in the Office of the County Recorder of said County.

Parcel C (Aliso Viejo Planning Area 51, Pacific Park II Terrace D)

Tentative Tract 12810, Lots 1-9.

Parcel D (Aliso Viejo Planning Area 52, Pacific Park II Terrace J)

Lots 3, 8, 9, 10, 14, 16A, 16B, 17 through 24B, 25 through 29 of Tract 13922 recorded on December 4, 1989, Book 648, Page 47 of miscellaneous maps.

Parcel E (Aliso Viejo Planning Area 52, Southeast Corner Laguna Hills Drive and Aliso Creek Road)

Lot 1 of Tract No. 13640 in the Unincorporated Territory of the County of Orange, State of California, as per map recorded in Book 662, Pages 47 and 48 of miscellaneous maps, in the Office of the County Recorder of said County.

Lot 1 of Tract No. 13641 in the Unincorporated Territory of the County of Orange, State of California, as per map recorded in Book 662, Pages 49 and 50 of miscellaneous maps, in the Office of the County Recorder of said County.

Parcel F

Lot 1 of Tract 13640 per map filed in Book 662, Pages 47 and 48 of said Miscellaneous Maps, excluding the southerly 80 feet thereof.

ALISO VIEJO K-5 — ADMINISTRATION SITE

TITLE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed dated September 28, 1995, from Mission Viejo Company, a California Corporation, to the CAPISTRANO UNIFIED SCHOOL DISTRICT, a public agency, is hereby accepted by the undersigned officer or agent on behalf of the governing board of the CAPISTRANO UNIFIED SCHOOL DISTRICT pursuant to authority conferred by ~~Resolution~~ of the CAPISTRANO UNIFIED SCHOOL DISTRICT adopted on July 24, 1995, 1995, and the grantee consents to recordation thereof by its duly authorized officer.

Dated:

9/27/95

By:

Jerri E. Purine

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR
C.U.S.D. ADMINISTRATION PARCEL
WITHIN PARCEL 2, LLA 91-024

SHEET 1 OF 1

REV. DEC. 2, 1994 NOV. 2, 1994 J.N. 31462

31464.01 - EXHIBIT



EXHIBIT B

Acknowledgement of Expiration of Grant Deed Restrictions

[attached hereto]

**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:**

SHEA PROPERTIES
130 Vantis
Aliso Viejo, California 92656
Attn: Julia A. Guizan, Esq.

(Space Above for Recorder's Use)

ACKNOWLEDGEMENT OF EXPIRATION OF GRANT DEED RESTRICTIONS

This Acknowledgement of Expiration of Grant Deed Restrictions ("Acknowledgement") is executed as of _____, 2014, by **SHEA HOMES LIMITED PARTNERSHIP**, a California limited partnership, successor-in-interest to Mission Viejo Company ("MVC"), a California corporation ("**Shea Homes**"), and **CAPISTRANO UNIFIED SCHOOL DISTRICT** ("CUSD"), with reference to the following facts:

RECITALS

A. Pursuant to that certain Corporation Grant Deed executed by MVC on September 27, 1995, and recorded in the Official Records of Orange County, California (the "**Official Records**") on September 28, 1995 as Instrument Number 19950426127 (the "**Grant Deed**"), MVC sold and transferred to CUSD certain real property as described therein (the "**Property**").

B. By way of the Grant Deed, the Property was encumbered by certain restrictions set forth on Exhibit B to the Grant Deed (collectively, the "**Grant Deed Restrictions**").

C. Pursuant to the terms of the Grant Deed Restrictions, the Grant Deed Restrictions expired fifteen (15) years after the recordation of the Grand Deed, which expiration occurred on or about September 28, 2010.

C. Shea Homes and CUSD now desire to acknowledge the expiration of the Grant Deed Restrictions as provided in this Acknowledgement.

AGREEMENT

NOW, THEREFORE, taking the foregoing Recitals into account, and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shea Homes and CUSD do hereby agree to the following:

1. **Acknowledgment as to Expiration of Deed Restrictions.** Shea Homes and CUSD each acknowledge and agree that the Grant Deed Restrictions have expired, pursuant to the terms set forth on Exhibit B to the Grant Deed, and are no longer of any force or effect with respect to the Property.
2. **Counterparts; Effectiveness.** This Acknowledgment may be executed in counterparts and shall be effective upon recordation in the Official Records of Orange County, California.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date and year first above written.

SHEA HOMES

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CUSD

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public in and for said State

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public in and for said State

EXHIBIT C

Amendment of CC&Rs

[attached hereto]

**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:**

SHEA PROPERTIES
130 Vantis
Aliso Viejo, California 92656
Attn: Julia A. Guizan, Esq.

(Space Above for Recorder's Use)

AMENDMENT OF CC&Rs

This Amendment of CC&Rs ("Amendment") is executed as of _____, 2014, by **SHEA HOMES LIMITED PARTNERSHIP**, a California limited partnership, successor-in-interest to Mission Viejo Company ("MVC), a California corporation ("**Shea Homes**"), and **CAPISTRANO UNIFIED SCHOOL DISTRICT** ("CUSD"), with reference to the following facts:

R E C I T A L S

A. Pursuant to that certain Corporation Grant Deed executed by MVC on September 27, 1995, and recorded in the Official Records of Orange County, California (the "**Official Records**") on September 28, 1995 as Instrument Number 19950426127, MVC sold and transferred to CUSD certain real property as described therein (the "**Property**").

B. The following instruments (together sometimes referred to as the "**CC&Rs**") encumber the Property and prohibit, among other things, "Residential use, except limited caretaker facilities as approved by Declarant":

- (i). that certain Notice of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Pacific Park II (Delegate District No. 43) Aliso Viejo Community Association, which was recorded in the Official Records on September 28, 1995, as Instrument No. 19950426126 ("**1995 CC&Rs**"); and
- (ii). that certain Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Pacific Park II and Notice of Annexation to Aliso Viejo Community Association (Delegate District No. 43), which was recorded in the Official Records on December 20, 1988, as Instrument No. 88-663664 ("**1988 CC&Rs**"); and
- (iii). that certain Declaration of Development Covenants, Conditions, and Restrictions Concerning A.V.P.A. 52 by Capistrano Unified School District, which was recorded in the Official Records on September 28, 1995, as Instrument No. 19950426129 ("**District Specific 1995 CC&Rs**").

D. Shea Homes and CUSD now desire to amend the CC&Rs as provided in this Amendment.

A G R E E M E N T

NOW, THEREFORE, taking the foregoing Recitals into account, and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shea Homes and CUSD do hereby amend the CC&Rs in the following particulars only:

1. Amendment to CC&Rs

- a. **Senior Affordable Housing.** The following sentence is hereby added to the end of Section 4.7(a) of the 1995 CC&Rs, Section 10.6(a) of the 1988 CC&Rs, and Section 2.4(a) of the District Specific 1995 CC&Rs: “Notwithstanding the foregoing, a senior affordable housing facility of no more than two hundred fifty thousand (250,000) interior usable square feet (the “**Senior Affordable Housing**”) may be constructed on the real property described on Exhibit Z attached hereto and incorporated herein by this reference (the “**Relevant Property**”).” To the extent any other declarations, covenants, or restrictions are recorded against the Property that prohibit residential development on the Property, the provisions shall be amended to permit the Senior Affordable Housing on the Relevant Property pursuant to the terms and conditions set forth in this Amendment, to the extent the parties hereto have the right, power, and authority to so amend such provisions.
 - b. **Exhibit Z. Schedule 1** hereto is hereby attached to the CC&Rs as Exhibit Z thereto.
 - c. **Fee Credits.** If any party is required to purchase San Joaquin Hills Transportation Corridor Agency (the foregoing or any successor thereto, the “**Agency**”) Fee Credits with respect to the Relevant Property, Shea Homes Limited Partnership, a California limited partnership (“**Shea Homes**”) shall have the option of selling such fee credits to such party at the cost being charged for residential buildings by the Agency at the time of construction. Such party shall not purchase such fee credits from any other party unless Shea Homes indicates in writing that it does not wish to sell any fee credits that it may have to such party at that time.
- 2. Binding Effect.** The covenants, conditions and restrictions in this Amendment shall be binding upon and run with the Property; and shall be binding upon and/or inure to the benefit of Shea Homes, CUSD and any person having or acquiring any portion of the Property or the interest of Shea Homes or CUSD and/or any portion of interest therein.
- 3. Amendment Controlling.** In the event of any inconsistency between the terms of this Amendment and the terms of the CC&Rs, the terms of this Amendment shall control.

Except to the extent expressly amended pursuant to this Amendment, the terms and provisions of the CC&Rs shall remain in full force and effect without modification.

4. **Counterparts; Effectiveness.** This Amendment may be executed in counterparts and shall be effective upon recordation in the Official Records of Orange County, California.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the date and year first above written.

SHEA HOMES

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CUSD

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Schedule 1

EXHIBIT Z

Description of Relevant Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LL 91-024 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AS INSTRUMENT NO. 91-444054, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN COURSE DESCRIBED IN SAID LOT LINE ADJUSTMENT AS HAVING A BEARING AND DISTANCE OF "NORTH 11° 26' 41" EAST 256.46 FEET" IN THE WESTERLY LINE OF SAID PARCEL 2; THENCE, ALONG SAID WESTERLY LINE NORTH 11° 26' 41" EAST 45.21 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID WESTERLY BOUNDARY LINE SOUTH 77° 30' 00" EAST 425.00 FEET; THENCE, NORTH 12° 30' 00" EAST 3.73 FEET; THENCE, NORTH 41° 21' 00" EAST 230.82 FEET; THENCE, NORTH 48° 39' 00" WEST 554.11 FEET TO A POINT IN SAID WESTERLY LINE, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 600.00 FEET, A RADIAL LINE OF SAID CURVE FROM SAID POINT BEARS SOUTH 52° 46' 10" EAST; THENCE, ALONG SAID WESTERLY LINE THROUGH THE FOLLOWING COURSES: ALONG SAID CURVE SOUTHWESTERLY AND SOUTHERLY 270.03 FEET THROUGH A CENTRAL ANGLE OF 25° 47' 09"; THENCE, TANGENT FROM SAID CURVE SOUTH 11° 26' 41" WEST 211.25 FEET TO THE TRUE POINT OF BEGINNING.

APN: 632-133-05

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public in and for said State

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public in and for said State

EXHIBIT D

Memorandum of Right of First Refusal

[attached hereto]

**RECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL TO:**

SHEA PROPERTIES
130 Vantis
Aliso Viejo, California 92656
Attn: Julia A. Guizan, Esq.

(Space Above for Recorder's Use)

MEMORANDUM OF RIGHT OF FIRST REFUSAL

By this Memorandum of Right of First Refusal ("Memorandum"), which is executed as of _____, 2014, **SHEA HOMES LIMITED PARTNERSHIP**, a California limited partnership ("**Shea Homes**"), and **CAPISTRANO UNIFIED SCHOOL DISTRICT ("CUSD")**, do hereby agree as follows:

1. CUSD owns that certain real property located in Orange County, California as more particularly described on Schedule 1 attached hereto and incorporated herein by this reference (the "**Property**").¶

2. CUSD granted to Shea Homes, pursuant to that certain Agreement to Modify Restrictions dated as of _____, 2014 (the "**Modification Agreement**"), and does hereby grant to Shea Homes, the right of first refusal to purchase the Property in accordance with the terms of the Modification Agreement (the "**Right of First Refusal**").

3. The term of the Right of First Refusal commenced and shall expire in accordance with the terms of the Modification Agreement.

4. All of the other terms, conditions and agreement contained within the Modification Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change any of the terms of the Modification Agreement and may be executed in counterparts.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Memorandum as of the date and year first above written.

SHEA HOMES

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CUSD

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 1

Legal Description of the Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT LL 91-024 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, RECORDED AS INSTRUMENT NO. 91-444054, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

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APN: 632-133-05

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public in and for said State

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public in and for said State

CONFLICT OF INTEREST**Actions on Contracts**

Board members and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. (Government Code §1090)

1. The District shall not be a party to any contract in which a member of the Board of Trustees or a designated employee has a financial interest, except as set forth in #5 below.
2. The District shall not contract for services with any immediate family member of a member of the Board or with any business entity in which any family member of a member of the Board is a director, officer, trustee, or partner except as specifically provided for in this policy. The District shall not contract for services with any immediate family member of a designated employee if that employee supervises, manages, approves work or pay requests, or participates in decisions regarding that contract. As used in this policy, the term "immediate family member" shall mean a spouse, adult child, parent or sibling of the Board member or designated employee, or a person with whom the member of the Board or designated employee cohabitates. For purposes of this policy, the term "cohabitates" is defined as two legally unrelated individuals who share a household.
3. No officer or employee of the District shall enter into a contract on behalf of the District if such officer or employee has a financial interest in such contract.
4. Any contract entered into in knowing violation of this policy shall be void.

Every contract made in violation of any of the provisions of Government Code §1090 or this policy, whether knowing or not, may be avoided at the instance of any party except the interested party. No such contract may be avoided because of the interest of an officer therein unless the contract is made in the official capacity of such officer, or by the Board. (Government Code §1092). No contract for real property may be avoided under this provision in derogation of the interest of a good faith lessee, purchaser, or encumbrancer where that person paid value and acquired the interest actual knowledge of a violation of any of the provisions of Government Code §1090 or this policy. (Government Code §1092.5)

CONFLICT OF INTEREST

Remote Interests

5. The District may enter into a contract in which a member of the Board or designated employee has a “remote financial interest only” if (a) the Board member discloses such remote interest to the Board on the official record, and (b) the vote of the Board member, if not disallowed, is not the deciding favorable vote upon the contract, and the Board member does not participate in the making of or in any way attempt to use his or her official position to influence the Board’s decision.

For purposes of this policy, a “remote financial interest” is any interest defined as remote within Government Code §1091, including, but not limited to, the following:

- a. With some exceptions, service as an officer or employee of a nonprofit corporation entity exempt from taxation under section 501(c)(3) or 501(c)(5) of the Internal Revenue Code or the member of , including a member of a nonprofit corporation formed under the Food and Agricultural Code or a nonprofit corporation formed under the Corporations Code for the sole purpose of engaging in the merchandising of agricultural products or the supplying of water.
- b. That of an employee or agent of the contracting party, if all of the following conditions are met: (i) the agency of which the person is an officer is a local public agency located in a county with a population of less than 4,000,000; (ii) the contract is competitively bid and is not for personal services; (iii) the employee or agent is not in a primary management capacity with the contracting party, is not an officer or director of the contracting party, and holds no ownership interest in the contracting party; (iv) the contracting party has 10 or more other employees; (v) the employee or agent did not directly participate in formulating the bid of the contracting party; (vi) the contracting party is the lowest responsible bidder.
- c. That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm that renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of 10 percent or more in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.
- a. _____
- b-d. That of a family member of a Board member holding any position of management in any business entity which seeks to conduct business or enter into a contract with the District.

CONFLICT OF INTEREST

- e.e. A parent/guardian's interest in the personal services earnings of a minor child (i.e., minor children of the Board member or designated employee may be employed by the District provided that the minor's parent/guardian who is a Board member or designated employee does not cast the deciding vote approving employment).
- ~~e.f.~~ Status as a landlord or a tenant of a contracting party.
- e.g. Employment by or services to the contracting party as an attorney, or that of an owner, officer, employee, or agent of a firm that renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent or broker, real estate agent or broker, if no direct remuneration, consideration or commission accrues to the interested party as a result of the contract and if these individuals have an ownership interest of 10 percent or more in the law practice or law, stock brokerage, insurance or real estate firm.
- f.h. That of a supplier of goods or services when those goods or services have been supplied to the contracting party by the interested party for at least five years prior to his or her election or appointment to office.
- gi. That of a person subject to the provisions of Government Code §1090 in any contract or agreement entered into pursuant to the provisions of the California Land Conservation Act of 1965.
- hj. Except as provided in #6, that of a director or a person having an ownership interest of 10 percent or more in a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower or depositor, debtor or creditor.
- ik. That of an engineer, or architect employed by a consulting, engineering or architectural firm. This paragraph applies only to an employee of a consulting firm who does not serve in a primary management capacity, and does not apply to an officer or director of a consulting firm.
- jl. That of an elected officer otherwise subject to Government Code §1090, in any housing assistance payment contract entered into pursuant to Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437F) as amended, provided that the housing assistance payment contract was in existence before Section 1090 became applicable to the officer and will be renewed or extended only as to the existing tenant, or, in a jurisdiction in which the rental vacancy rate is less than 5 percent, as to new tenants in a unit previously under a Section 8 contract. This section applies to any person who became a public official on or after November 1, 1986.
- km. That of a person receiving salary, per diem, or reimbursement for expenses from a government entity.
- ln. That of a person owning less than 3 percent of the shares of a contracting party that is a for-profit corporation.

CONFLICT OF INTEREST

- o. That of a party to litigation involving the body or board of which the officer is a member in connection with an agreement in which all of the following apply: (i) the agreement is entered into as part of a settlement of litigation in which the body or board is represented by legal counsel; (ii) after a review of the merits of the agreement and other relevant facts and circumstances, a court of competent jurisdiction finds that the agreement serves the public interest; (iii) the interested member has recused himself or herself from all participation, direct or indirect, in the making of the agreement on behalf of the body or board.
- p. In limited circumstances, that of a person who is an officer or employee of an investor-owned utility that is regulated by the Public Utilities Commission with respect to a contract between the investor-owned utility and a state, county, district, judicial district, or city body or board of which the person is a member, if the contract requires the investor-owned utility to provide energy efficiency rebates or other type of program to encourage energy efficiency that benefits the public

A party's interest is not considered to be "remote" if the interested party influences or attempts to influence another member of the Board to enter into the contract.

A willful failure of an interested party to disclose the fact of his or her "remote" interest in a contract pursuant to this policy is punishable as provided in Government Code §1097. That violation does not void the contract unless the contracting party had knowledge of the fact of the remote interest of the officer at the time the contract was executed.

In any specific situation, reference should be made to the provisions of Government Code 1091.

Non-Interests

- 6. For purposes of this policy, a financial interest shall not exist whenever, by definition, it does not exist within the meaning of Government Code 1091.5 including, but not limited to, the following:
 - a. Reimbursement of actual and necessary expenses incurred in performance of official duties.
 - b. The employment of a Board member's spouse by the District if such spouse was employed by the District for at least one year prior to the ~~Interested Party~~ Board member becoming a member of the Board. {~~BP 9270(e)~~ See also #7, "Contracts Involving Relatives"}
 - c. Ownership of less than a three percent of the shares of a corporation for profit so long as the total annual income from such shares, including the value of the dividends, does not exceed five percent of total annual income and any other payments by the corporation do not exceed five percent of total annual income.
 - d. Being the recipient of public services provided by the District on the same terms and conditions as if not a member of the Board.

CONFLICT OF INTEREST

- e. That of a landlord or tenant of the contracting party if the contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, or county or city of this state or adjoining state, or a public corporation or special, judicial, or other public district of this state or an adjoining state unless the subject matter of the contract is the property in which the officer or employee has the interest as landlord or tenant in which event his or her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Section 1091 and this policy.
- f. That of a tenant in a public housing authority created pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code in which he or she serves as a member of the board of commissioners of the authority or of a community development commission created pursuant to Part 1.7 (commencing with Section 34100) of Division 24 of the Health and Safety Code.
- g. That of a nonsalaried member of a nonprofit corporation, provided that this interest is disclosed to the body or board at the time of the first consideration of the contract, and provided further that this interest is noted in its official records.
- h. That of a noncompensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration, and provided further that this interest is noted in its official records. (For purposes of this paragraph, an officer is "uncompensated" even though he or she receives reimbursement from the nonprofit, tax-exempt corporation for necessary travel and other actual expenses incurred in performing duties of his or her office.)
- i. That of a person receiving salary, per diem, or reimbursement for expenses from a government entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that the interest is disclosed to the body or board at the time of consideration of the contract, and provided further that the interest is noted in its official record.
- j. That of an attorney of the contracting party or that of an owner, officer, employee, or agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remunerations, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm, or real estate firm.
- k. — That of an officer or employee of or a person having less than a 10 percent ownership interest in a bank, bank holding company, or savings and loan association with which a party to the contract has a relationship of borrower or depositor, debtor, or creditor.

CONFLICT OF INTEREST

k. _____

- l. — A Board member or designated employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his or her sole interest is that of officer, director, or employee of a bank of savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor, or creditor.

l. _____

- m. — ~~That of: (1) a bona fide nonprofit, tax-exempt corporation having among its primary purposes the conservation, preservation, or restoration of park and natural lands or historical resources for public benefit, which corporation enters into an agreement with a public agency to provide services related to park and natural lands or historical resources and which services are found by the public agency, prior to entering into the agreement or as part of the agreement, to be necessary to the public interest to plan for, acquire, protect, conserve, improve, or restore park and natural lands or historical resources for public purposes; and (2) any officer, director, or employee acting pursuant to the agreement on behalf of the nonprofit corporation.~~

~~(For purposes of this paragraph, "agreement" includes contracts and grants, and "park," "natural lands" and "historical resources" shall have the meanings set forth in subdivisions (d), (g), and (i) of Section 5902 of the Public Resources Code. Services to be provided to the public agency may include those studies and related services, acquisitions of property and property interests, and any activities related to those studies and acquisitions necessary for the conservation, preservation, improvement, or restoration of park and natural lands or historical resources.~~

In any given situation, specific reference should be made to the provisions of Government Code 1091.5.

Contracts Involving Relatives

7. Even if there is no prohibited or remote interest, Board members and designated employees shall abstain from voting on, participating in, or influencing personnel matters or contracts that uniquely affect a relative of the Board member or designated employee, or uniquely affects a person that the Board member or designated employee cohabitates with. A Board member or designated employee may, however, vote, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code §35107)

CONFLICT OF INTEREST

A relationship within the third degree includes the individual's parents, grandparents and great-grandparents, children, grandchildren and great-grandchildren, brothers, sisters, and aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.

Rule of Necessity and Legally Required Participation

8. There may be limited instances where the Board must act on contracts that present a conflict of interest despite the lack of an exemption within #6 or a "remote financial interest" within #5. These instances will occur under the "rule of necessity," essentially stating the Board has a duty to act and is the only entity capable to act in the matter, or if the Board is legally required to participate in the contract. An opinion of legal counsel will be required in these instances.

Incompatible Activities

9. Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the District. (Government Code §1126)

Governing Board members shall not simultaneously hold two public offices that are incompatible. (Government Code §1099) Offices are incompatible when any of the following circumstances are present unless simultaneous holding of the particular offices is compelled or expressly authorized by law:

1. Either of the offices may audit, overrule, remove members of, dismiss employees of, or exercise supervisory powers over the other office or body.
2. Based on the powers and jurisdiction of the offices, there is a possibility of a significant clash of duties or loyalties between the offices.
3. Public policy considerations make it improper for one person to hold both offices.

Legal Reference:

EDUCATION CODE

I. Qualifications for holding office

GOVERNMENT CODE

1099 Prohibitions applicable to specified officers

1126 Incompatible activities

81000-91015 Political Reform Act of 1974, especially:

82019 Definition of "Designated Employee"

82028 Definition of "Gifts"

82030 Definition of "Income"

82033 Definition of "Interest in real property"

82034 Definition of "Investment"

87100-87103.5 Conflicts of interest

CONFLICT OF INTEREST

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

91000-91015 Enforcement

CODE OF REGULATIONS, TITLE 2

18100 et seq. Regulations of the Fair Political Practices Commission

69 OPS.CAL.ATTY.GEN. 255 (1986)

Bylaw

Adopted: February 27, 1995

revised: October 18, 2004

revised: July 11, 2006

revised: June 25, 2007

revised: _____, 2014

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CONFLICT OF INTEREST CODE

Adoption

The District's conflict of interest code shall be comprised of the terms of title 2 of the California Code of Regulations (CCR) §18730 and any amendments to it adopted by the Fair Political Practices Commission, together with Attachments A and B, which specify designated positions and the specific types of disclosure statements required for each position.

The definitions contained in the Political Reform Act of 1974 (Gov. Code § 81000 et seq.), regulations of the Fair Political Practices Commission (2 CCR § 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code. (2 CCR § 18730)

Upon direction by the code reviewing body, the Board shall review the District's conflict of interest code in even-numbered years. If no change is required, the District shall submit by October 1, a written statement to that effect to the code reviewing body. If a change in the code is necessitated by changed circumstances, the District shall submit an amended code to the code reviewing body. (Government Code § 87306.5)

When a change in the District's conflict of interest code is necessitated by changed circumstances, such as the creation of new designated positions, amendments or revisions, the changed code shall be submitted to the code reviewing body within 90 days. (Government Code § 87306)

When reviewing and preparing conflict of interest codes, the District shall provide officers, employees, consultants, and members of the community with adequate notice and a fair opportunity to present their views. (Government Code § 87311)

If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code section 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR § 18700)

Statements of economic interest submitted to the District by designated employees in accordance with this Conflict of Interest Board Bylaw shall be available for public inspection and reproduction. (Government Code § 81008)

Designated Employees

Employees of this District, including members of the Board, who hold positions which involve the making, or participation in the making, of decisions which may foreseeably have a material effect on any financial interest shall be designated employees, Attachments A and B.

ATTACHMENT A

Designated Positions

- I. Persons occupying the following positions are designated employees and must disclose financial interest in all categories defined in Attachment B.

Members of the Governing Board
Superintendent
Deputy Superintendents
Assistant Superintendents
Chief Communications Officer
Director, Construction
Executive Directors/Directors – Facilities Planning
Principals
Consultants*

- II. Persons occupying the following positions are designated employees and must disclose financial interests in Category 2 and 3 of Attachment B.

Activity Directors
Assistant Principals
Athletic Director
Head Coach
Assistant Coach
~~Learning Support Specialists~~ ASB Advisors*
Field Trip Advisors*
Cheer Advisors*
Chief Financial Officer
Chief Information Officer
Executive Directors
Directors
Resolution Specialist
Managers
Supervisors
Coordinators

The Capistrano Unified School District may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure is a public record and shall be retained for public inspection by the Filing Officer.

* As designated by the school site principal

- * Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the ~~following any limitation indicated in writing.~~

ATTACHMENT B**Disclosure Categories****Category 1**

1. An interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interest or option to acquire such interest in all property, if the fair market value of the interest is greater than ~~\$1,000~~2,000.

(Interests in real property of an individual include a business entity's share of interest in real property of a business entity or trust in which the designated employee or his/her spouse owns, directly, indirectly or beneficially, a 10% interest, or greater.)

2. Investments in or income from business entities which are contractors or subcontractors which are or have been within the previous two-year period engaged in the performance of building construction or design with the District.
3. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the District.
4. Investments in or income from business entities that currently contract with the District or have contracted with the District within the previous two-year period.
35. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the jurisdiction.

(Investment includes a financial interest in or security issues by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and a partnership interest in or other ownership interest.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employ or his/her spouse owns, directly, indirectly or beneficially, a 10% interest or greater.)

(Investment does not include time or demand deposit in a financial institution, shares in a credit union, any insurance policy or any bond or other debt instrument issued by any government or government agency.)

(No investment or interest in real property is reportable unless its fair market value exceeds ~~\$1,000~~2,000. No source of income is reportable unless the income received by or promised to the public official aggregates ~~\$250~~500 in value or \$50 or more in value if the income was a gift, during the ~~preceding 12-month~~ reporting period.)

ATTACHMENT B

Disclosure Categories (continued)

Category 2

Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department ~~for~~ in which the designated position is an employee, is manager, or director. Investments include interest described in Category 1.

Investments in or income from business entities that currently contract with the District or have contracted with the District within the previous two-year period for supplies, books, machinery or equipment used by the department in which the designated position is an employee, manager, or director.

Category 3

Investments in or income from business entities which are contractors or subcontractors engaged in the performance of work or services of the type utilized by the department for which the designated position is an employee, is manager, or director. Investments include the interests described in Category 1.

Investments in or income from business entities that currently contract with the District or have contracted with the District within the previous two-year period for services used by the department in which the designated position is an employee, manager, or director.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Revised: _September 8, 2004
 __-October 18, 2004
 __-July 11, 2006
 __-June 25, 2007
 _____, 2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
JUNE 25, 2014
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:00 p.m. and announced Attorney Jon Pearle would not be present in closed session for Agenda Item 3A. The Board recessed to closed session to: confer with Labor Negotiators; discuss Student Expulsions; and discuss Public Employee Appointment/Employment.

Closed session recessed at 6:38 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 Joseph M. Farley.

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

Absent: Trustees Addonizio and Bryson

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 Reardon, seconded by Trustee Hatton-Hodson, and motion carried by a 5-0 vote to adopt the Board agenda.

Adoption of the Board Agenda

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

President Alpay corrected, for the record, his opening statement that tonight's meeting was a special Board meeting.

President Announcement

President Alpay reported the following action taken during closed session:

President's Report From Closed Session Meeting

Agenda Item #3 A – Conference with Labor Negotiators:

No action was taken.

Agenda Item #3 B1 – Student Expulsions:

The Board voted 5-0 to expel the following student: Case #2014-054.

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

Agenda Item #3 B2 – B8 – Student Expulsions:

The Board voted 5-0 to expel the following students by stipulated agreements: Case #2014-050, #2014-051, #2014-052, #2014-053, #2014-055, #2014-057, and #2014-058.

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

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

The Board voted 5-0 to approve the appointment of Rebecca Bailey, Ryan Ortiz, and Janelle Stever, Program Specialists.

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

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

No action was taken.

Jessica Boerner, Chadney Hill, Arthur “Evan” Riddle, Austin Earnest, and Dylan Struthers were recognized as 2014 graduates who have been accepted to one of the four U.S. Service Academies. Kaitlin Pang, Connor Panick, Christina Santala, and Andrew Carroll were not able to attend the meeting but have also been accepted to a U.S. Service Academy.

**Special
Recognitions**

Aaron Scapa was recognized for having perfect attendance kindergarten through twelfth grade.

Trustee Reardon announced he attended the Junipero Serra High School and San Juan Hills High School graduations and both were outstanding. Trustee Reardon commented this is the first graduating class of students who started their formal education entirely within the 21st Century.

**Board and
Superintendent
Comments**

Trustee Hanacek stated she attended the Junipero Serra High School and San Clemente High School graduations.

Trustee Pritchard shared he is always impressed with Aliso Niguel High School’s graduation ceremony.

Trustee Hatton-Hodson stated she participated in Tesoro High School’s graduation and there were over 7,000 family members in attendance.

President Alpay showed pictures of his daughters in front of the Las Palmas Elementary School sign on their last day of school, with their teachers, and of him and Trustee Hanacek at the San Clemente High School graduation. President Alpay thanked teachers and staff for a great year.

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

**Oral
Communications**

The following speakers addressed the Board:

- *Martha McNicholas thanked Dr. Farley and District staff for supporting Relay for Life in Laguna Niguel and added donations will be accepted through the first of August.*

DISCUSSION/ACTION

President Alpay announced the Public Hearing open at 8:20 p.m. regarding Resolution No. 1314-56, Resolution of the Board of Trustees of the Capistrano Unified School District Authorizing the Granting of Easements and Rights of Way to San Diego Gas & Electric Company and Cox Communications California, LLC and Taking Actions Related Thereto. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:21 p.m.

**Public Hearing:
SDG&E and Cox
Easements and
Right of Way
Agenda Item 1**

Deputy Superintendent Clark Hampton reminded Trustees they had approved the intent to approve the Easements and Rights of Way to San Diego Gas & Electric Company and Cox Communications at the June 11 Board meeting to allow for an anchor for a relocated power pole to be placed on District property.

**SDG&E and Cox
Easements and
Right of Way
Agenda Item 2**

It was moved by Trustee Reardon, seconded by Trustee Hatton-Hodson, and motion carried by a 5-0 vote to adopt Resolution No. 1314-56, Resolution of the Board of Trustees of the Capistrano Unified School District Authorizing the Granting of Easements and Rights of Way to San Diego Gas & Electric Company and Cox Communications California, LLC and Taking Actions Related Thereto.

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

President Alpay announced the Public Hearing open at 8:22 p.m. regarding instructional materials recommended for adoption: high school industrial arts – Consumer Auto and Automotive Technology. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:23 p.m.

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

Assistant Superintendent Julie Hatchel stated Aliso Niguel and San Clemente high schools are requesting the adoption of *Modern Automotive Technology* to support their automotive programs. The cost would be \$11,600 paid by categorical funds.

**Instructional
Materials Adoption
Agenda Item 4**

It was moved by Trustee Reardon, seconded by Trustee Hatton-Hodson, and motion carried by a 5-0 vote to approve the adoption of *Modern Automotive Technology*, 8th edition by James E. Duffy, published by Goodheart-Wilcox ©2014, for high school industrial arts – Consumer Auto and Automotive Technology.

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

President Alpay announced the Public Hearing open at 8:24 p.m. regarding instructional materials recommended for adoption: high school social science – European History, Advanced Placement. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:25 p.m.

**Public Hearing:
Instructional
Materials Adoption
Agenda Item 5 35**

Assistant Superintendent Julie Hatchel stated a teacher committee is requesting the adoption of *Western Civilization* to support AP European History across the District. A class set costs \$6,655 and will be paid by site funding.

**Instructional
Materials Adoption
Agenda Item 6**

It was moved by Trustee Hanacek, seconded by Trustee Pritchard, and motion carried by a 5-0 vote to approve the adoption of *Western Civilization, Volume I and Volume II* by Dennis Sherman, published by McGraw-Hill ©2011, for high school social science – European History, Advanced Placement.

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

President Alpay announced the Public Hearing open at 8:26 p.m. regarding on instructional materials recommended for adoption: high school science – Earth Science. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 8:27 p.m.

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

Assistant Superintendent Julie Hatchel stated a teacher committee is requesting the adoption of *Earth: Portrait of a Planet* to support high school Earth Science courses. The cost is \$22,500 and paid by District Lottery funding.

**Instructional
Materials Adoption
Agenda Item 8**

It was moved by Trustee Reardon, seconded by Trustee Hatton-Hodson, and motion carried by a 5-0 vote to approve the adoption of *Earth: Portrait of a Planet, 4th edition* by Stephen Marshak, published by W. W. Norton ©2012, for high school science – Earth Science.

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

President Alpay requested the public be allowed to speak prior to the presentation from the Board.

**Recognition of Dr.
Farley
Agenda Item 9**

The following speakers addressed the Board:

- *Vicki Soderberg praised Dr. Farley for restoring the relationship with teachers by hosting meetings; visiting classrooms; listening to teacher concerns; brought the District's focus back to student education; and demonstrated by his actions, the value and respect he has placed on all employees.*
- *Ross Chun presented Dr. Farley with a recognition plaque for his accomplishments from Eco-Stride and stated strong leadership is the key to success.*

The Board presented Dr. Farley with resolutions and letters of commendation from: Congressman Darrell Issa, Assembly Member Diane Harkey, Supervisor Pat Bates, the Cities of Aliso Viejo, Dana Point, Laguna Niguel, Mission Viejo, Rancho Santa Margarita, San Clemente, and San Juan Capistrano. On behalf of the Board, President Alpay presented Dr. Farley with a plaque signed by Trustees and a custom made Oakley watch with the CUSD Logo on the face of the watch and also inscribed on the back with the following: To Joseph M. Farley for Dedicated Service. Each member of the Board commented on the impact Dr. Farley has made on their lives and the District.

Dr. Farley addressed the Board from the podium, and shared he has had a wonderful career in education, enjoyed working in the District, would never forget the experiences of the last four years, and ended by thanking the Board, all staff, parents, and community members who make the District such an incredible place to be a Superintendent, student, and employee.

Trustee Alpay stated the exhibit for this agenda item is the employment contract he and Trustee Hatton-Hodson negotiated for the new superintendent Kirsten Vital which requires the Board to ratify in open session.

**Employment
Contract
Agenda Item 10**

Following discussion, it was moved by President Alpay, seconded by Trustee Reardon, and motion carried by a 5-0 vote to approve the employment contract for Kirsten M. Vital. President Alpay requested a roll call vote for this item.

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

Assistant Superintendent Julie Hatchel stated the proposed calendar mirrors the same holiday and breaks the District has assigned the past several years. A notable change is the start of the school year, which is proposed for August 25 with an ending date of June 9. Dr. Hatchel explained this proposed calendar would align the District with the schedules of other Orange County districts, as well as local colleges and universities.

**Proposed 2015-
2016 School
Calendar
Agenda Item 11**

The following speaker addressed the Board:

- *Marilyn Amato encouraged the Board to approve the proposed calendar as the early start has benefits for students in Advanced Placement classes and graduates continuing on to colleges and universities.*

It was moved by Trustee Alpay, seconded by Trustee Reardon, and motion carried by a 5-0 vote to approve the proposed 2015-2016 School Calendar.

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

Assistant Superintendent Julie Hatchel stated the Local Control Accountability Plan has been updated based on stakeholder input since the plan was originally presented in early May. Staff also made minor changes to the document based upon additional feedback from OCDE.

**LCAP
Agenda Item 12**

It was moved by Trustee Pritchard, seconded by Trustee Reardon, and motion carried by a 5-0 vote to approve the 2014-2015 Local Control and Accountability Plan.

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

Deputy Superintendent Clark Hampton stated tonight's PowerPoint presentation covering the 2014-2015 Budget has a small adjustment to the presentation Trustees received at the June 11 Board meeting. Mr. Hampton stated the governor revised the budget after staff prepared the budget documents, so staff will be bringing a revised budget at a future Board meeting this summer. Mr. Hampton pointed out the changes during his presentation. *(The PowerPoint is available for viewing on the District website at www.capousd.org)*

**2014-2015 Budget
Adoption
Agenda Item 13**

It was moved by Trustee Reardon, seconded by Trustee Hatton-Hodson, and motion carried by a 5-0 vote to approve adopt the 2014-2015 Budget.

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

Assistant Superintendent Jodee Brentlinger stated this agenda item is seeking the approval of the Tentative Agreement between the District and Teamsters. The employment agreement memorializes the expiration of employee concessions June 30, 2014, and addresses providing better clarity in the contract within Article 4: Grievance Procedure, Article 17: Discipline and Article 18: Transportation Provisions.

**Teamsters
Tentative
Agreement
Agenda Item 14**

It was moved by Trustee Pritchard, seconded by Trustee Hanacek, and motion carried by a 5-0 vote to approve the Tentative Agreement between the District and Teamsters, Local 952.

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

Assistant Superintendent Jodee Brentlinger stated this agenda item is to seek approval of the 2014-2015 employment agreement between the Capistrano Unified Management Association (CUMA) and the District. The employment agreement would return management employees to their full year work calendars and salary schedule.

**CUMA
Employment
Agreement
Agenda Item 15**

It was moved by Trustee Hatton-Hodson, seconded by Trustee Pritchard, and motion carried by a 5-0 vote to approve the employment agreement between the District and CUMA for 2014-2015.

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

Assistant Superintendent Julie Hatchel stated in January 2014, the State Board of Education approved math programs for adoption and implementation in California schools, aligned with the state standards. A committee of elementary and middle school teachers has gone through the process of reviewing the state-approved adoptions and has made recommendations for piloting the specific textbooks listed in this item throughout the 2014-2015 school year. Staff is requesting Trustee approval to move forward with the piloting of these materials next year and will present a formal request for adoption of math textbooks after the pilot, to be implemented in Fall of 2015.

**ES/MS Math
Instructional
Materials Pilot
Agenda Item 16**

It was moved by Trustee Hanacek, seconded by Trustee Reardon, and motion carried by a 5-0 vote to approve the pilot of the *Expressions, My Math, Big Ideas, CA Digits, Core Connections, and Math Links* programs for the 2014-2015 school year.

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

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Item 33 was pulled.

**Items Pulled from
the Consent
Calendar**

CONSENT CALENDAR

It was moved by Trustee Hatton-Hodson, seconded by Trustee Reardon, and motion carried by a 5-0 vote to approve the following Consent Calendar items:

Minutes of the June 4, 2014, special Board meeting.

**Minutes
Agenda Item 17**

Minutes of the June 11, 2014, regular Board meeting.

**Minutes
Agenda Item 18**

Minutes of the June 14, 2014, special Board meeting.

**Minutes
Agenda Item 19**

Memorandum of Understanding (MOU) with Western Youth Services for youth counseling services.

**Western Youth
Services MOU
Agenda Item 20**

Expunging a student's expulsion record: Case #2013-059.

**Expunging of
Expulsion Record
Agenda Item 21**

Petition to waive California Education Code §60851(a) and Board Policy 6162.52 – California High School Exit Examination: Case #2014-032, #2014-033, Case #2014-034, and Case #2014-035.

**CAHSEE Waivers
Agenda Item 22**

June 30, 2014, Consolidated Application and Reporting System (CARS) Data Collections.

**CARS
Agenda Item 23**

Memorandum of Understanding with Health Mobile Dental Services.

**Health Mobile
Dental Services
MOU
Agenda Item 24**

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

**Purchase
Orders/Warrants
Agenda Item 25**

Donations of funds and equipment.

**Donations
Agenda Item 26**

Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.	Professional Services Agreements Agenda Item 27
Ratification of special education special education Informal Dispute Resolution Agreement Case #046114 and Case #122713.	Informal Dispute Resolution Agenda Item 28
Ratification of special education Settlement Agreement Case #2014040954.	Settlement Agreements Agenda Item 29
Resolution No. 1314-55, Education Protection Act.	Education Protection Account Agenda Item 30
Ratification of Change Order No. 1 related to the construction of the Capistrano Valley High School lunch pavilion and music plaza.	Change Order CVHS Lunch Pavilion/Music Plaza Agenda Item 31
Ratification of the Standard Agreement to furnish the services of Administrative Law Judges for the purpose of conducting hearings, as needed by the District.	ALJ Standard Agreement Agenda Item 32
Destiny Resource Management Agreement No. 785013-5 with Follett School Solutions, Incorporated, to provide software and support for library, textbook, and asset management pursuant to RFP No. 11-1314, Centralized Library, Textbook, and Asset Management System.	Destiny Resource Management Agreement Agenda Item 34
Award of Bid No. 1415-05, Fresh Bakery and Bread Products to Galasso's Bakery.	Award of Bid – Bakery Services Agenda Item 35
Award of Bid No. 1415-06, Grocery, Snack, and Beverage Products to A&R Wholesale Distributors, Incorporated.	Award of Bid – Grocery, Snack, Beverage Service Agenda Item 36
Extension of Professional Services Contract for Curriculum and Services No. 1314080 with National Network of Digital Schools Management Foundation.	Bid Extension – Curriculum Services Agenda Item 37
Extension of Agreement for Bid No. 1213-03 with P&R Paper Supply Company, Incorporated, for paper and plastic products.	Bid Extension – Paper and Plastic Products Agenda Item 38
Extension of the Master Contract No. MCA 1213068 for special education services to be provided by T.E.R.I. Incorporated & the Country School, a non-public school.	Bid Extension – Non-Public School Agenda Item 39

Utilization of the State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27168 awarded to Lenovo (United States), Incorporated, and approved for usage in the State of California pursuant to the California Participating Addendum, for the purchase of computer equipment, software, peripherals, and related services, through Lenovo or the Lenovo approved servicing subcontractors.

**Piggyback Bid –
Computer
Equipment
Software, Services
Agenda Item 40**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 41**

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 42**

Third Amendment to the Employment Agreement between the District and the Deputy Superintendent, Business Services.

**Amendment to
Employment
Agreement
Agenda Item 43**

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

Trustee Hanacek asked staff if the cost remained the same if additional schools were added. Assistant Superintendent Julie Hatchel responded there would be an increase in the cost.

**AVID Agreement
Agenda Item 33**

It was moved by Trustee Hanacek, seconded by Trustee Hatton-Hodson, and motion carried by a 5-0 vote to approve the AVID College Readiness System Services and Products Agreement.

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

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

Adjournment

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

President Alpay announced the meeting adjourned at 8:14 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JULY 9, 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
335466	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/PrntPart/Palisade	10.00
335467	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Pup Serv/SMS	10.00
335468	1	VERIZON WIRELESS	SpIsNonI/FacPlann/Dstrctwd	176.28
335469	1	CREATIVE CONTRACTORS	F&ENonIn/Enterprs/Tesoro	3,995.00
335470	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/Pup Serv/Dstrctwd	180.00
335471	1	HAZELDEN EDUC MATERIALS	InstMtls/Instrctn/Lobo	226.80
335472	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/RH Dana	845.99
335473	69	TRAVIS SOFTWARE	Serv& Op/Enterprs/Dstrctwd	300.00
335474	13	NOSAJ DISPOSABLES INCORPORATED	OpSupp /FoodServ/Dstrctwd	5,000.00
335475	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/RH Dana	491.63
335476	11	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Dstrctwd	655.89
335477	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/RH Dana	405.18
335478	1	MERCURY TOURS	Charter /DW Undst/Dstrctwd	455.45
335479	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/RH Dana	295.38
335480		VOID	VOID	0.00
335481		VOID	VOID	0.00
335482	1	ORANGE COUNTY REGISTER	Cmmnctns/Bus/Fisc/Dstrctwd	140.52
335483	1	KEY GOVERNMENT FINANCE INC	Debt Ser/Dbt Serv/Dstrctwd	427,350.47
			Debt-Int/Dbt Serv/Dstrctwd	41,235.57
335484	1	APEX AUDIO	NonCapEq/RR:Bldgs/CVHS	2,395.75
335485	25	NINYO & MOORE GEOTECHNICAL &	BI:CTest/Fac Acq /SJHHS	2,600.00
335486	25	NINYO & MOORE GEOTECHNICAL &	BI:CTest/Fac Acq /LRMS	1,904.00
335487	23	WLC ARCHITECTS INC	Serv& Op/Fac Acq /Viejo	14,098.00
335488	23	WLC ARCHITECTS INC	Serv& Op/Fac Acq /Barcelon	20,860.00
335489	23	WLC ARCHITECTS INC	Serv& Op/Fac Acq /Del Obis	8,861.00
335490	23	WLC ARCHITECTS INC	Serv& Op/Fac Acq /Crn Vlly	28,258.00
335491	23	WLC ARCHITECTS INC	Serv& Op/Fac Acq /HankeyES	21,132.00
335492	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	1,191.00
335493	1	AAA AWARDS & MONOGRAM	InstMtls/Instrctn/DHHS	1,547.21
335494		VOID	VOID	0.00
335495	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	4,437.90
335496	1	VAVRINEK TRINE DAY & CO LLP	Serv& Op/SngleAud/Dstrctwd	15,000.00
335497	1	ORANGE COUNTY REGISTER	Serv& Op/Purch /Dstrctwd	10,000.00
335498		VOID	VOID	0.00
335499	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	37.75
335500	1	AWARDS 'N MORE	InstMtls/Instrctn/SCHS	763.40
335501	1	EDGEWOOD PRESS INC	InstMtls/Enterprs/LadraElm	891.00
335502	1	CHEFS' TOYS	SpIsNonI/RR:Bldgs/SJHHS	3,971.28
335503	1	HARBOTTLE LAW GROUP	Legal /SupvAdmn/Dstrctwd	541.50
335504	1	LEADERSHIP ASSOCIATES	CnsltNon/Supt /Dstrctwd	38,500.00
			PrepdExp/Undesig /Dstrctwd	13,000.00
335505	1	E L ACHIEVE	InstMtls/Instrctn/Viejo	10,617.75
335506	1	PARADIGM HEALTH CARE SERVICES	Serv& Op/SupvAdmn/Dstrctwd	10,000.00
335507	1	MELTWATER NEWS US INC	Serv& Op/Pub Info/Dstrctwd	15,000.00
335508	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/SupvAdmn/Dstrctwd	178.38

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2013-14 =====
 Board of Trustees Meeting.....JULY 9, 2014

PO No.	Fund	Vendor	Description	Amount
335509	1	MOULTON NIGUEL WATER	Op&Hskpg/Opr:Util/Dstrctwd	50,000.00
335510	1	SOUTH COAST WATER DISTRICT	Op&Hskpg/Opr:Util/Dstrctwd	30,000.00
335511	1	BOWIE ARNESON WILES &	Legal /M-R Reim/Dstrctwd	3,000.00
335512	1	BOWIE ARNESON WILES &	Legal /FacPlann/Dstrctwd	40,000.00
335513	25	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	2,500.00
335514	1	SUNBELT STAFFING LLC	Sub NPA /NPA /Dstrctwd	15,000.00
335515	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/Instrctn/OsoGrand	1,028.50
335516	1	OFFICE DEPOT	InstMtls/Instrctn/DHHS	5,000.00
335517	1	ORANGE COUNTY DEPT OF EDUCAT	FieldTrp/Instrctn/Las Palm	19,485.00
335518	1	GOODWILL INDUSTRIES OF ORANGE	SubInCon/Aid:Inst/Dstrctwd	10,000.00
335519	1	CRARY, BRENDA	SubNonCn/GuidCnsl/Dstrctwd	3,200.00
335520	1	THOMAS KELLY SOFTWARE ASSOC LP	Serv& Op/Instrctn/Dstrctwd	1,990.00
335521	1	GEIGER	InstMtls/Instrctn/Del Obis	154.00
335522	1	ALL GREEN ELECTRONICS	Serv& Op/TIS /Dstrctwd	36.00

53 Purchase Orders \$888,953.58

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JUL 9, 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
5384	87	BRICKLEY ENVIRONMENTAL	SiteEnv /Fac Acq /CVHS	4,870.00
5385	87	BRICKLEY ENVIRONMENTAL	SiteEnv /Fac Acq /CVHS	3,055.00
5386		VOID	VOID	0.00
5387	98	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	5,105.00
3 Purchase Orders				\$13,030.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....JULY 9, 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
340000	1	MISSION VIEJO POST OFFICE	Cmmnctns/Warehse /Dstrctwd	10,000.00
340001	25	RUSCO INC	F&EInstl/Fac Acq /SJHHS	40,500.00
340002	1	PATHWAY COMMUNICATIONS LTD.	NonCapEq/Instrctn/VDMMS	1,766.45
340003		VOID	VOID	0.00
340004	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/ArroyoMS	270.00
340005	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/AVMS	270.00
340006	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/AVMS	185.00
340007	1	UC REGENTS	Conf:Ins/Instrctn/RH Dana	2,800.00
340008	1	CODESP	Dues&Mmb/Prsnl:HR/Dstrctwd	1,850.00
340009	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/VdelMarE	52,275.00
340010	1	CALIFORNIA DEDICATED TO	Conf:Ins/Instrctn/Dstrctwd	5,880.00
340011	1	OFFICE DEPOT	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
340012	1	OFFICE DEPOT	SpplsNonI/Sch Adm /BAMS	1,000.00
340013	1	OFFICE DEPOT	InstMtls/Instrctn/BAMS	2,000.00
340014	1	OFFICE DEPOT	InstMtls/Instrctn/DHHS	5,000.00
340015	1	OFFICE DEPOT	SpplsNonI/Sch Adm /SMS	500.00
340016	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Las Palm	8,000.00
340017	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CanViste	4,600.00
340018	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Bathgate	5,000.00
340019	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/BAMS	2,000.00
340020	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Reilly	4,200.00
340021	1	IMAGE 2000	InstMtls/Instrctn/Reilly	1,200.00
340022	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SMS	1,000.00
340023	1	SMART & FINAL IRIS #399	InstMtls/SE0thIns/Dstrctwd	4,000.00
340024	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	3,000.00
340025	1	DELL COMPUTER	SpplsNonI/Libr&Med/BAMS	260.80
340026	1	DELL COMPUTER	SpplsNonI/Libr&Med/BAMS	3,060.00
340027	11	DELL COMPUTER	SpplsNonI/Sch Adm /Dstrctwd	11,245.95
340028	1	DELL COMPUTER	InstMtls/Instrctn/Wagon Wh	2,143.52
340029	1	DELL COMPUTER	InstMtls/Instrctn/Wagon Wh	10,641.28
340030	1	DELL COMPUTER	NonCapEq/Instrctn/VDMMS	818.56
340031	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	433.92
340032	1	APPLE COMPUTER INC	InstMtls/Instrctn/BAMS	106.92
340033	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/MFMS	361.80
340034	1	CDWG Inc	InstMtls/Instrctn/VdelMarE	10,283.59
340035	1	CDWG Inc	InstMtls/Instrctn/VDMMS	57,131.04
340036	1	SPORT CHALET	NonCapEq/CurAthlt/CVHS	8,024.03
340037	1	WARE GROUP, THE	NonCapEq/Instrctn/Ambuehl	6,750.00
340038	11	ROSETTA STONE LTD	Serv& Op/Instrctn/Dstrctwd	17,658.00
340039	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /SMS	35.88
340040	11	ADMINISTRATIVE SOFTWARE	Serv& Op/Instrctn/Dstrctwd	4,778.40
340041	1	PREMIER SCHOOL AGENDAS	SpplsNonI/Sch Adm /San Juan	4,341.43
340042	1	WARE GROUP, THE	Serv& Op/Instrctn/Del Obis	7,768.00
340043	1	RYDIN SIGN & DECAL	SpplsNonI/Sch Adm /ANHS	273.70
340044	1	SCHOOL MATE	InstMtls/Instrctn/OsoGrand	1,842.10

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....JULY 9, 2014

PO No.	Fund	Vendor	Description	Amount
340045	1	SCHOOL MATE	InstMtls/Instrctn/Bathgate	898.78
340046	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Viejo	2,000.00
340047	1	DELL COMPUTER	NonCapEq/FacPlann/Dstrctwd	603.30
340048	1	DELL COMPUTER	NonCapEq/FacPlann/Dstrctwd	941.68
340049	1	AVID CENTER	Conf:Ins/Instrctn/Dstrctwd	739.00
340050	1	AVID CENTER	Conf:Ins/Instrctn/Dstrctwd	1,478.00
			CnfrNonI/AcadmAdv/Dstrctwd	2,077.00
			CnfrNonI/Sch Adm /Dstrctwd	739.00
340051		VOID	VOID	0.00
340052	1	PATHWAY COMMUNICATIONS LTD.	InstMtls/Instrctn/BAMS	85.32
340053	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	6,801.73
340054	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	10,413.79
340055	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	9,344.55
340056	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	4,961.95
340057	1	EVERYTHING MEDICAL LLC	St Rcpts/Undesig /Dstrctwd	9,951.94
340058	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	23,846.40
340059	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	12,808.80
340060	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	474.34
340061	1	ELAN PUBLISHING CO INC	St Rcpts/Undesig /Dstrctwd	1,749.60
340062	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	66,651.98
340063	25	CULVER-NEWLIN	F&EInstl/Fac Acq /SJHHS	32,101.92
340064	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	1,053.00
340065	1	SCHOLASTIC NEWS	InstMtls/Instrctn/San Juan	728.65
340066	1	TIME FOR KIDS	InstMtls/Instrctn/San Juan	529.85
340067	1	STAPLES ADVANTAGE	SpplsNonI/Grph Art/Dstrctwd	500.00
340068	1	CBT NUGGETS LLC	Serv& Op/TIS /Dstrctwd	3,998.00
340069	1	LYRIS TECHNOLOGIES INC	Serv& Op/TIS /Dstrctwd	2,863.00
340070	13	DELL COMPUTER	Compstr /FoodServ/Dstrctwd	749.73
340071	1	ENET COMPONENTS INC	SpplsNonI/TIS /Dstrctwd	3,000.00
340072	1	CDWG Inc	SpplsNonI/TIS /Dstrctwd	2,000.00
340073	1	COMPLETE OFFICE OF CA	SpplsNonI/TIS /Dstrctwd	800.00
340074	1	ULINE	SpplsNonI/TIS /Dstrctwd	500.00
340075	1	SEHI COMPUTER	Rntl:Oth/TIS /Dstrctwd	10,000.00
340076	1	APPLE COMPUTER INC	Rnt&Repr/TIS /Dstrctwd	500.00
340077	1	DELL COMPUTER	SpplsNonI/TIS /Dstrctwd	1,000.00
340078	1	DELL COMPUTER	Rnt&Repr/TIS /Dstrctwd	350.00
340079	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	5,000.00
340080	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	1,500.00
340081	1	SPARKLETT'S	SpplsNonI/Sch Adm /CapoHome	500.00
340082	1	IMAGE 2000	InstMtls/Instrctn/Castille	200.00
340083	1	COMPLETE OFFICE OF CA	SpplsNonI/Bus/Fisc/Dstrctwd	2,000.00
340084	1	COMPLETE OFFICE OF CA	SpplsNonI/FacPlann/Dstrctwd	2,000.00
340085	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /CapoHome	1,000.00
340086	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Castille	3,500.00
340087	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VDMMS	1,750.00
340088	1	KELLY PAPER COMPANY	SpplsNonI/Grph Art/Dstrctwd	60,000.00
340089	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /Hiddn Hl	1,500.00
340090	1	SPICERS PAPER CO	SpplsNonI/Grph Art/Dstrctwd	60,000.00
340091	1	ONE STOP BINDERY	Serv& Op/Grph Art/Dstrctwd	35,000.00
340092	1	UNITED PARCEL SERV	Cmmnctns/Warehse /Dstrctwd	25,000.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....JULY 9, 2014

PO No.	Fund	Vendor	Description	Amount
340093	1	BJ BINDERY	Serv& Op/Grph Art/Dstrctwd	12,000.00
340094	1	FEDERAL EXPRESS CORP	Cmmnctns/Warehse /Dstrctwd	12,000.00
340095	1	GRAPHIC SYSTEMS/PRINTERS MAIL	SpplsNonI/Grph Art/Dstrctwd	4,000.00
340096	1	MISSION VIEJO POST OFFICE	Cmmnctns/Warehse /Dstrctwd	5,000.00
340097	1	OVER NIGHT NUMBERING	Serv& Op/Grph Art/Dstrctwd	2,000.00
340098	1	PITNEY BOWES/PRESORT SERVICES	Cmmnctns/Warehse /Dstrctwd	6,000.00
340099	1	PRIORITY MAILING SYSTEMS	SpplsNonI/Warehse /Dstrctwd	4,000.00
340100	1	RUFFS SAW SERVICE	Rntl:Oth/Grph Art/Dstrctwd	300.00
340101	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/Warehse /Dstrctwd	7,000.00
340102	1	ULINE	SpplsNonI/Warehse /Dstrctwd	3,500.00
340103	1	UNITED RENTALS	SpplsNonI/Warehse /Dstrctwd	200.00
340104	1	UNITED STATES POSTAL SERVICE	Cmmnctns/Warehse /Dstrctwd	150,000.00
340105	1	OFFICE DEPOT	InstMtls/Instrctn/Castille	1,000.00
340106	1	XEROX CORPORATION	Serv& Op/Grph Art/Dstrctwd	4,000.00
340107	1	XPEDX	SpplsNonI/Grph Art/Dstrctwd	1,000.00
340108	1	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	9,609.06
340109	1	UC REGENTS	Conf:Ins/Instrctn/Del Obis	250.00
340110	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	10,515.88
340111	1	SAN DIEGO CTY SUPERINTENDENT	Conf:Ins/Instrctn/Las Palm	3,500.00
340112	1	LIBRARY STORE, THE	InstMtls/Libr&Med/SCHS	234.68
340113	1	MEDCO SCHOOL FIRST AID	SpplsNonI/HlthServ/Dstrctwd	306.99
340114	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	60.00
			CnfrNonI/Sch Adm /Dstrctwd	420.00
340115	1	ALL HANDS CARWASH	Rntl:Oth/Dist Veh/Dstrctwd	3,000.00
340116	1	BATTERY SYSTEMS OF ANAHEIM	Ppl Tran/PuplTran/Dstrctwd	1,200.00
			SpplsNonI/Dist Veh/Dstrctwd	300.00
340117	1	R&S SOIL PRODUCTS INC	Rntl:Oth/Op:Grnds/Dstrctwd	80,000.00
340118	1	SIERRA SOIL	SpplsNonI/Op:Grnds/Dstrctwd	30,000.00
340119	1	TARGET SPECIALTY PROD	SpplsNonI/Op:Grnds/Dstrctwd	30,000.00
340120	1	SADDLEBACK MATERIALS COMPANY	SpplsNonI/Op:Grnds/Dstrctwd	1,500.00
340121	1	HYDRO-SCAPE PRODUCTS INC	SpplsNonI/Op:Grnds/Dstrctwd	50,000.00
340122	1	JOHN DEERE LANDSCAPES	SpplsNonI/Op:Grnds/Dstrctwd	50,000.00
340123	1	DM COLOR EXPRESS	SpplsNonI/Op:Grnds/Dstrctwd	15,000.00
340124	1	SUNSTATE EQUIPMENT COMPANY	Rntl:Oth/Op:Grnds/Dstrctwd	5,000.00
340125	1	UNITED RENTALS	Rntl:Oth/Op:Grnds/Dstrctwd	15,000.00
340126	1	WELLS SUPPLY	SpplsNonI/Op:Grnds/Dstrctwd	3,500.00
340127	1	WHITE CAP INDUSTRIES INC	SpplsNonI/Op:Grnds/Dstrctwd	6,000.00
340128	1	YORK INDUSTRIES	SpplsNonI/Op:Grnds/Dstrctwd	10,000.00
340129	1	COUNTY OF ORANGE	Rntl:Oth/Op:Grnds/Dstrctwd	20,000.00
340130	1	CORONA CLAY CO	SpplsNonI/Op:Grnds/Dstrctwd	5,000.00
340131	1	BAVCO	Rntl:Oth/Op:Grnds/Dstrctwd	8,000.00
340132	1	ARTESIA SAWDUST	SpplsNonI/Op:Grnds/Dstrctwd	15,000.00
340133	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/TIS /Dstrctwd	1,500.00
340134	1	BEST BEST & KRIEGER LLP	Legal /Supt /Dstrctwd	50,000.00
340135	1	MEET THE MASTERS INC	Serv& Op/Instrctn/Wagon Wh	5,738.68
340136	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Las Palm	8,740.28
340137	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/OsoGrand	7,265.12
340138	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/RH Dana	3,487.62
340139	1	MEET THE MASTERS INC	Serv& Op/Enterprs/Castille	6,000.00
340140	1	DISCOVERING SCIENCE COMPANY	CnsltSvs/Instrctn/Del Obis	23,800.00

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2014-15 =====
 Board of Trustees Meeting.....JULY 9, 2014

PO No.	Fund	Vendor	Description	Amount
340141	1	SCHOOL SERVICES OF CALIFORNIA	Serv& Op/Bus/Fisc/Dstrctwd	3,420.00
340142	12	CONTROLTEC INC	Serv& Op/Sch Adm /Dstrctwd	15,084.00
340143	1	ACT EDUCATION AND WORKFORCE	Serv& Op/PuplTest/Dstrctwd	375.00
340144	1	DBQ PROJECT, THE	Serv& Op/Instrctn/Dstrctwd	2,200.00
340145	1	EDUCATIONAL BASED SERVICES INC	NPA /NPA /Dstrctwd	24,999.00
			Sub NPA /NPA /Dstrctwd	5,001.00
340146	1	DBQ PROJECT, THE	InstMtIs/Instrctn/DHHS	377.00
340147	1	DICK BLICK WEST	InstMtIs/Instrctn/Tesoro	1,230.71
340148	1	DBQ PROJECT, THE	Bks&Ref /Instrctn/Tesoro	377.00
340149	1	MOLTER, BETTY ANN	CnsltNon/PsychSer/Dstrctwd	5,000.00
340150	1	CHILDREN'S LEARNING	CnsltNon/PsychSer/Dstrctwd	2,500.00
340151	11	FOLLETT SCHOOL SOLUTIONS INC	InstMtIs/Instrctn/Dstrctwd	45.63
340152	1	STIKA, CARREN J.	CnsltNon/PsychSer/Dstrctwd	4,500.00
340153	1	LIFE SPIRIT SPEECH PATHOLOGY	CnsltNon/Spch Aud/Dstrctwd	3,000.00
340154	1	ESTRELLITA PUBL	InstMtIs/Instrctn/Viejo	2,605.80
340155	1	COOPER, BRENT M.	CnsltNon/PsychSer/Dstrctwd	5,000.00
340156	1	WILLIAMS, MATTHEW	CnsltSvs/Aid:Inst/Dstrctwd	15,000.00
340157	1	ROZENBERG, ABBY	NPA /Spch Aud/Dstrctwd	5,000.00
340158	1	EDUCATIONAL DATA SYSTEMS	SpIsNonI/SupvAdmn/Dstrctwd	3,471.32
340159	1	AUGMENTATIVE COMMUNICATIONS	CnsltNon/Spch Aud/Dstrctwd	3,000.00
340160	1	STAFFREHAB	NPA /NPA /Dstrctwd	10,000.00
340161	1	BUSINESS INTERPRISE	CnsltNon/GuidCnsl/Dstrctwd	15,000.00
340162	1	MOORE, BETH	CnsltNon/HlthServ/Dstrctwd	10,000.00
340163	1	PASSARO, DR. PERRY DAVID	CnsltNon/PsychSer/Dstrctwd	5,000.00
340164	1	HEAR NOW ABRAMSON AUDIOLOGY	NPA /Spch Aud/Dstrctwd	2,000.00
340165	1	HEAR NOW ABRAMSON AUDIOLOGY	NPA /Spch Aud/Dstrctwd	24,999.00
			Sub NPA /Spch Aud/Dstrctwd	20,001.00
340166	1	GOODWILL INDUSTRIES OF ORANGE	CnsltSvs/Aid:Inst/Dstrctwd	24,999.00
			SubInCon/Aid:Inst/Dstrctwd	115,001.00
340167	1	DORES, PAUL ALAN	CnsltNon/PsychSer/Dstrctwd	15,000.00

166 Purchase Orders \$1,758,561.45

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....JULY 9, 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
=====				
			0 Purchase Orders	\$0.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JULY 9, 2014

Warrant Number	Name of Payee	Reference Number	Amount
198183	ABOVE ALL NAMES CONSTRUCTION	PO-335387	25,537.50
198184	ASSURED FIRE SYSTEMS	PO-334685	27,810.00
198185	BENS ASPHALT	PO-333504	82,932.50
198186	PACIFIC ROOFING SYSTEMS	PO-335450	23,660.50
198187	SAN DIEGO GAS & ELECTRIC	PV-144955	60,904.16
198188	SANTA MARGARITA WATER	PO-335285	4,694.45
198189	SO CAL EDISON CO	PO-334949	3,846.29
198190	SO CAL GAS CO	PO-330249	5,748.41
198191	WEST COAST ENVIRONMENTAL	PO-335437	3,155.00
198192	BOWIE ARNESON WILES &	PO-334337	721.50
198193	AMERICAN LOGISTICS COMPANY LLC	PO-333564	24,477.25
198194	DON JUAN AVILA MS ASB	PV-144927	200.00
198195	OPPORTUNITY FOR LEARNING	PV-144904	283.25
198196	CALDERON, BIBIANA	PV-144909	20.00
198197	BROWN, DANICA	PV-144908	445.00
198198	GERHART, BETH	PV-144910	339.00
198199	HUNTER, REBECCA	PV-144911	445.00
198200	KOENIG, NICOLE	PV-144912	445.00
198201	LEWIS, VICTORIA	PV-144913	250.00
198202	PARKHOUSE, LAUREN	PV-144914	235.00
198203	RIMKE, LISA	PV-144915	330.00
198204	WHITTEMBURY, GISELA	PV-144916	560.00
198205	WISCOMB, CECILIA	PV-144917	345.00
198206	ADAMS, CELESTE	PV-144918	1,360.80
198207	BARNARD, ERIC & JENNIFER	PV-144919	97.22
198208	BELLOMO, PHILIP &/OR KATHY	PV-144920	737.63
198209	BOYD, VALERIE	PV-144921	256.92
198210	CAMIAN, CIRO & SOTELO, YASMIN	PV-144928	127.68
198211	CANET,DONALD OR ERIN	PV-144922	108.86
198212	CLARK, BRIAN OR YOLANDA	PV-144923	71.68
198213	CROWE, ROBERT AND/OR VIRGINIA	PV-144924	340.03
198214	CROWELL, BRIDGETTE	PV-144925	530.43
198215	CUHADAROGLU, MEHMET OR BELGIN	PV-144926	1,009.12
198216	DESHAZER, ALEX OR DARCY	PV-144929	131.71
198217	EASTMAN, STEPHEN & TARA	PV-144930	458.30
198218	ESPINO, JUAN/MAYRA	PV-144931	59.70
198219	FRAIZER, JERRY & KATHERINE	PV-144932	149.18
198220	GARCIA, ANTONIO & MICHELLE	PV-144933	84.00
198221	GAU, MARY	PV-144934	201.60
198222	GUERRERO, HECTOR & GINA	PV-144935	164.86
198223	GUPTA, SANJAY & MANISHA	PV-144936	985.38
198224	HARRAMAN, RUSSEL & IVANA	PV-144937	197.57
198225	HENRY, SAMANTHA	PV-144938	68.10
198226	HOGGATT, ROBERT/VERONICA	PV-144939	310.69
198227	JOHNSON, EDWIN OR MELISS	PV-144940	363.78

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JULY 9, 2014

Warrant Number	Name of Payee	Reference Number	Amount
198228	JONES, DANNY & NANCY	PV-144941	361.76
198229	KUEMERLE, IAN OR JENNIFER	PV-144942	854.79
198230	LEEB, ANDREA	PV-144943	517.44
198231	MATHIESEN, DAN & TARA	PV-144944	207.87
198232	MILLER, JEREMY & SUMMER	PV-144945	946.18
198233	MOHEB, MEHRDAD & NASR, NAHID	PV-144946	68.99
198234	PAUL, PUJA	PV-144947	983.14
198235	RADZINS, JOHN & MEREDITH	PV-144948	645.12
198236	RANGEL, CYNTHIA	PV-144949	229.38
198237	REDING, CLARE & SHAD	PV-144950	131.04
198238	RICHMOND, HEIDI	PV-144951	146.94
198239	ROTH, JAY &/OR KERI	PV-144952	201.60
198240	SCHWARTZ, TONY OR STEPHANIE	PV-144953	211.68
198241	SIRKIN, TORY & AMY	PV-144954	159.04
198242	ACE SECURITY LAMINATES	PO-335286	3,555.00
198243	ACETEC SECURITY SYSTEMS	PO-330242	2,241.00
		PO-335448	4,350.00
198244	ACT	PO-333062	250.00
198245	AERO MARK	PO-332524	67.83
198246	APPLE COMPUTER INC	PO-335166	867.84
		PO-335168	20.52
198247	AUDIO DYNAMIX	PO-334562	2,382.80
198248	BEACH CITIES GLASS INC	PO-330234	127.01
198249	BLUE LABEL POWER INC.	PO-335199	106.81
198250	CAMCOR INC	PO-335047	1,467.07
198251	CULVER-NEWLIN	PO-334630	3,089.40
		PO-334784	770.04
198252	DELL MARKETING L P	PO-334602	1,199.59
198253	DENNIS PATRICK HANNA	PO-335330	9,235.00
198254	FLINN SCIENTIFIC INC	PO-335176	85.83
198255	GAMETIME	PO-334624	1,366.02
198256	GOV CONNECTION INC	PO-335189	680.40
		PO-335201	453.60
198257	HIRSCH PIPE & SUPPLY	PO-333591	2,025.82
198258	IMAGE 2000	PO-331721	16.20
		PO-335411	503.76

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....JULY 9, 2014

Warrant Number	Name of Payee	Reference Number	Amount
198259	INSIGHT SYSTEMS EXCHANGE	PO-334703	3,665.60
		PO-334943	9,164.00
		PO-334990	722.32
		PO-335014	463.76
		PO-335018	3,256.23
		PO-335019	2,932.48
		PO-335026	366.56
		PO-335027	733.12
		PO-335032	722.34
		PO-335126	361.17
198260	KNORR SYSTEMS INC	PO-331440	264.00
198261	LAWNMOWERS ETC	PO-331572	933.64
198262	LOCAL JANITORIAL & VACUUM	PO-330206	110.98
198263	DISCOUNT SCHOOL SUPPLY	PO-335233	305.61
198264	LAKESHORE LEARNING MATLS	PO-331104	32.39
		PO-335222	2,116.85
		PO-335229	449.37
		PO-335230	2,427.63
198265	COX COMMUNICATIONS	PO-331049	18,395.76
198266	MOBILE COMM REPAIR INC	PO-331139	70.20
198267	MR. M'S WORLD	PO-334711	784.80
198268	OFFICE DEPOT	PO-335235	1,026.53
198269	ONE STOP BINDERY	PO-330150	249.00
198270	ROSEN PUBLICATIONS	PO-334431	30.19
198271	SHEFFIELD POTTERY	PO-335096	7,638.00
198272	SMOG EXPRESS	PO-331238	272.75
198273	SO COUNTY PROTECTIVE WEAR	PO-330879	493.59
198274	SOUTH COAST AIR QUALITY MGMT	PO-330878	356.82
198275	SOUTHERN COUNTIES LUBRICANTS	PO-330871	1,470.91
198276	TUTTLE-CLICK FORD	PO-331337	2,507.11
198277	VERIZON WIRELESS	PO-330161	3,235.30
198278	WARDS NATURAL SCIENCE	PO-334291	1,232.15
198279	WEST MUSIC COMPANY	PO-335256	180.05
198280	WESTERN GRAPHIX	PO-331281	310.00
198281	WESTERN ILLUMINATED PLASTIC	PO-335283	3,355.94
198282	WESTERN PUMP	PO-331561	436.88
198283	BUSINESS INTERPRISE	PO-334918	1,105.00
198284	CORNERSTONE THERAPIES	PO-333158	200.00
198285	DEVEREUX CLEO WALLACE	PO-335420	6,143.16
198286	DEVEREUX TEXAS TREATMENT	PO-332264	413.20
		PO-335425	98.30
198287	ECE 4 AUTISM	PO-333792	3,150.00
198288	GARCIA, IRMA R.	PO-330003	4,348.20
198289	GOODWILL INDUSTRIES OF ORANGE	PO-332634	55.00
		PO-335410	65.00

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Warrant Number	Name of Payee	Reference Number	Amount
198290	KIDS INSTITUTE FOR DEVELOPMENT	PO-334454	4,430.00
198291	MOLDAUER, PAMELA S.	PO-330894	2,445.00
198292	NEW HAVEN YOUTH & FAMILY	PO-332266	2,562.00
		PO-332856	98.45
		PO-335424	30.44
198293	ORANGE CTY TESTING SERV	PO-330485	52.00
198294	STAFFREHAB	PO-334884	980.00
198295	WERTHEIMER-GALE & ASSOCIATES	PO-335427	39.00
198296	!1 COMPUTADORA GRATIS PARA TI!	PO-332233	5,530.60
198297	123 MATH & READING INC.	PO-332232	1,440.00
198298	BARBER & GONZALES CONSULTING	PO-330761	4,674.66
198299	CAMPCO	PO-330830	10,374.29
		PO-335043	3,885.00
198300	CATAPULT LEARNING WEST LLC	PO-333663	3,450.00
198301	CLUB Z! IN-HOME TUTORING	PO-332299	195.76
198302	CONTEMPORARY SERVICES CORP.	PO-331901	868.50
198303	COUNTY OF ORANGE	PO-335412	598.35
198304	ECRA GROUP INCORPORATED	PO-334260	8,125.00
198305	NICOLE MILLER & ASSOC INC	PO-330474	3,750.00
198306	PROFESSIONAL TUTORS OF AMERICA	PO-330986	2,708.75
198307	THE BRIDGEWORKS GROUP	PO-335452	15,874.00
198308	CASC CONFERENCE	PO-334546	69.00
198309	DE ARMAS, SHARON	PV-144959	214.37
198310	FERRERA, CARLA	PV-144967	292.00
198311	FFRENCH, ANDREA	PV-144966	189.99
198312	FREEMAN, ANDY	PV-144963	33.60
198313	GLASPELL, STEFANIE	PV-144965	189.99
198314	GONZALES, JENNY	PV-144962	67.20
198315	HARRIS, HEIDI	PV-144960	67.12
198316	HEUSER, RACHEL	PV-144961	485.74
198317	JOCHAM, SARA	PV-144958	473.69
198318	LA STARS DEPT OF EDUCATION	PO-333404	695.00
198319	LPR PUBLICATIONS	PO-334478	270.00
198320	MANGIAPANE, ELYSE	PV-144964	69.57
198321	ORANGE COUNTY DEPT OF EDUCATIO	PO-332672	60.00
		PO-334079	50.00
		PO-334288	180.00
		PO-334515	250.00
		PO-334709	150.00
		PO-334932	300.00
198322	PATHFINDERS	PO-334921	330.00
198323	YMCA OF ORANGE COUNTY	PO-330923	10,440.57
198324	FRANCHISE TAX BOARD	PV-144956	154.00
198325	STATE BD EQUALIZATION	PV-144957	4,273.00
198326	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	56,766.95

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Warrant Number	Name of Payee	Reference Number	Amount
198327	CHLIC-CHICAGO	PO-330333	28,917.90
		PO-330336	15,340.00
198328	CORVEL CORPORATION	PO-330400	42,111.26
198329	STUTZ ARTIANO SHINOFF & HOLTZ	PO-331133	35,659.48
198330	1ST JON	PO-330413	128.20
198331	BADEN SPORTS INC	PO-334493	1,034.62
198332	BIOMETRICS4ALL INC	PO-330767	33.75
198333	BLU-WISE MGMT INC	PO-335393	143.64
198334	CAPISTRANO GOLF CARS	PO-334616	3,047.16
198335	CDW GOVERNMENT	PO-335000	22,490.40
		PO-335092	5,713.10
		PO-335093	20,241.36
		PO-335129	1,142.62
198336	COSTCO S.J.C.	PO-334947	90.83
198337	CREATIVE CONTRACTORS CORP	PO-335469	3,995.00
198338	CRESTLINE SPECIALTIES CO INC	PO-334762	452.60
198339	CULVER-NEWLIN	PO-334783	661.72
		PO-334852	322.92
198340	DEWEYS HOME APPLIANCES	PO-334580	3,056.40
198341	DICK BLICK WEST	PO-335118	64.61
198342	EAI EDUCATION	PO-335402	233.79
198343	EDUPRESS	PO-335184	364.14
198344	ENABLING DEVICES	PO-335315	56.95
198345	EPS/SCHOOL SPECIALTY	PO-335314	486.49
198346	FEDERAL EXPRESS CORP	PO-330159	457.71
198347	FISHER SCIENTIFIC	PO-331110	954.60
198348	FREEWAY AUTO SUPPLY	PO-330860	306.24
198349	SCHOOL HEALTH CORPORATION	PO-335238	41.70
198350	GEIGER WEST	PO-334388	277.10
198351	GLEN PRODUCTS	PO-330167	331.73
198352	HD SUPPLY FACILITIES MAINTN	PO-330233	2,073.28
198353	HYDRO-SCAPE PRODUCTS INC	PO-333592	570.64
198354	IMAGE 2000	PO-331550	573.30
		PO-335147	261.20
		PO-335202	435.50
198355	INSIGHT SYSTEMS EXCHANGE	PO-334608	11,594.00
		PO-335125	74.53
198356	INTERSTATE BATTERIES	PO-331556	1,044.24
198357	IPC USA	PO-331042	50,613.01
198358	ITO NURSERY	PO-332146	101.09
198359	JOHN DEERE LANDSCAPES	PO-330417	3,442.04
198360	KELLY PAPER COMPANY	PO-334637	8,495.64
198373	LAKESHORE	PO-334732	5,446.00
198374	LAKESHORE LEARNING MATLS	PO-335302	1,764.36
		PO-335342	133.32

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Warrant Number	Name of Payee	Reference Number	Amount
198375	LITERACY EMPOWERMENT	PO-335122	1,340.00
198376	HM RECEIVABLES CO LLC	PO-335299	785.48
198377	LAKESHORE LEARNING MATLS	PO-331104	925.27
198378	ASSURED FIRE SYSTEMS	PO-334685	3,800.00
198379	BENS ASPHALT	PO-330595	1,500.00
198380	CITY OF SAN JUAN CAPISTRANO	PO-335449	9,125.97
198381	COUNTY OF ORANGE-WASTE MNGT	PO-330169	1,144.37
198382	CR&R INCORPORATED	PO-331121	15,835.76
198383	E. STEWART AND ASSOCIATES	PO-333943	2,160.00
198384	MOULTON NIGUEL WATER	PO-335284	18,008.61
		PV-145000	1,286.10
198385	PACIFIC PLUMBING COMPANY OF	PO-331262	1,047.40
198386	PACIFIC ROOFING SYSTEMS	PO-334746	21,475.75
		PO-334747	21,475.75
		PO-335450	40,707.50
198387	PROSURFACE	PO-335462	5,565.00
198388	SAN DIEGO GAS & ELECTRIC	PV-145054	107,855.22
198389	SANTA MARGARITA WATER	PO-335285	1,679.09
198390	SO CAL EDISON CO	PO-334949	2,682.33
198391	SO CAL GAS CO	PO-330249	3,909.37
198392	SOUTH COAST FIRE PROTECTION	PO-335406	6,157.40
		PO-335407	4,335.76
198393	SOUTH COAST WATER DISTRICT	PO-334188	4,750.19
		PV-145016	8,264.64
198394	VANGUARD FLOORING INC.	PO-334654	3,034.02
198395	VIRTUAL WATER SERVICES	PO-331247	1,551.60
		PO-333948	1,467.24
198396	WEST COAST ARBORISTS INC.	PO-331960	2,385.00
198397	WEST COAST ENVIRONMENTAL	PO-335211	2,685.00
		PO-335212	2,875.00
198399	CAPISTRANO UNIFIED SCHOOL DIST	CM-140109	1.86-
		CM-140111	1.79-
		CM-140112	2.10-
		CM-140113	2.20-
		CM-140114	1.69-
		PO-330320	55,372.25
198400	CERTIFIED TRANSPORTATION	PV-144990	7,035.04
198401	FIRST STUDENT INC.	PV-144991	3,383.44
198402	JFK TRANSPORTATION CO INC	PV-144989	660.00
198403	MERCURY TOURS	PV-145003	1,129.10
198404	ORANGE COUNTY DEPT OF EDUCATIO	PO-334671	24,030.00
198405	SADDLEBACK VLY SCH DIST	PO-333419	1,508.00
		PO-335143	1,380.00

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Warrant Number	Name of Payee	Reference Number	Amount
198406	XEROX CORPORATION	PO-331881	25,395.30
		PO-331884	108,998.57
		PO-331964	51,455.52
198407	MAACO COLLISION REPAIR & AUTO	PO-333318	290.16
198408	MILLER MECHANICAL	PO-334416	5,692.60
198409	MOORE'S SEWING MACHINE	PO-333267	523.82
198410	McKENDRY DOOR SALES & SERVICE	PO-331569	480.00
198411	O'REILLY AUTOMOTIVES INC	PO-333645	383.66
198412	ORIENTAL TRADING CO	PO-335113	175.61
198413	PARR LUMBER	PO-334342	1,752.07
198414	PATHWAY COMMUNICATIONS LTD.	PO-334526	284.17
198415	PEARSON EDUCATION	PO-334820	3,512.59
198416	QUALITY TOWING	PO-331565	95.00
198417	SCHOOL OUTFITTERS.COM	PO-334945	295.92
198418	SEHI COMPUTER	PO-330086	1,429.11
198419	SEPULVEDA BLDG MATERIALS	PO-330195	501.28
		PO-334886	2,776.35
198420	SMOG EXPRESS	PO-331238	196.85
198421	STORMWATER INDUSTRIES INC.	PO-335289	495.00
		PO-335290	3,285.00
198422	SUPER DUPER INC.	PO-333617	154.75
198423	TIFCO INDUSTRIES	PO-334254	74.47
		PO-335140	1,918.63
198424	TRUCPAR CO	PO-330873	1,042.93
198425	TUTTLE-CLICK FORD	PO-331337	223.87
198426	UNIQUE SWEEPING	PO-331560	540.00
198427	WATERLINES TECHNOLOGIES INC	PO-331136	12,556.82
198428	ALARCON, EMMA	PV-145004	19.00
198429	ARNETT, HAILEY	PV-145005	10.00
198430	BENHAM, MICHELLE	PV-145006	12.00
198431	DELOYE, LUCAS	PV-145007	20.00
198432	DUNN, AUDREY	PV-145008	12.00
198433	GADBOIS, ANDREW	PV-145009	80.00
198434	JACKSON, D'ANGELO	PV-145010	15.00
198435	LOCKETT, MADISON	PV-145011	30.00
198436	PIRAVI, MAYA	PV-145013	11.00
198437	PRITCHARD, MACIE	PV-145014	13.00
198438	MCCARTNEY, KRIS	PV-145012	49.36
198439	ROACH, EILEEN	PV-145015	68.64
198440	BAKER, EMILY	PV-145017	31.36
198441	BALLESTEROS, CIRA	PV-145018	101.92
198442	BARRETT, JANET S	PV-145019	66.08
198443	BARTALUZZI, SAMUEL	PV-145020	36.40
198444	BENE, CHERI	PV-145030	240.24
198445	BOWDEN, JOANNA	PV-145021	42.56

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Warrant Number	Name of Payee	Reference Number	Amount
198446	BRACKMAN, MICHELLE	PV-145022	71.68
198447	BRUNTON, MICHELLE	PV-145023	99.12
198448	BUCKMAN, JONATHAN T.	PV-145024	3.36
198449	BUTLER, SUSAN	PV-145025	133.84
198450	CHOI, EUN YOUNG	PV-145028	114.24
198451	CUNNINGHAM, CHADWICK	PV-145026	123.20
198452	DAGLEY, JEANA	PV-145027	110.32
198453	DARAKJIAN, CAROLE	PV-145029	248.64
198454	DAVIS, DANIELLE	PV-145032	99.12
198455	ELLIS, SHAWNA	PV-145033	114.80
198456	FLUENT, TERRY	PV-145031	48.16
198457	GALLEGOS, MOLLY	PV-145034	202.72
198458	GLASSEN, NINA	PV-145036	67.20
198459	GOLDBECK, MELISSA	PV-145035	131.60
198460	GRAY, LISA	PV-145037	114.24
198461	HAACK, KATHI	PV-145038	151.20
198462	HACKER, COLIN	PV-145039	127.12
198463	HANRATTY-RAJA, JENNIPHER	PV-145040	20.72
198464	HARVEY, LAUREN	PV-145042	108.64
198465	HERNANDEZ, MARLO	PV-145043	7.84
198466	HERVEY, ROBIN	PV-145044	83.44
198467	HOWARD, ANDREA	PV-145045	126.56
198468	HARMAN, NANCY	PV-145041	133.28
198469	ALTERNATIVE COMM SVCS	PO-332951	832.00
198470	BEACON DAY SCHOOL	PO-334355	9,241.44
		PO-334451	9,582.44
198471	BERRY, SCOTT AND/OR JAIME	PO-332396	1,375.92
198472	CRARY, BRENDA	PO-330011	4,097.55
198473	GOODWILL INDUSTRIES OF	PO-330756	808.52
198474	GOODWILL INDUSTRIES OF ORANGE	PO-330755	4,020.00
198475	KRANTZ, TRICIA	PO-330483	3,282.00
198476	LCRA TRUST	PO-334071	5,897.50
198477	MACNAMARA DANIEL & ALICIA	PO-333313	211.10
		PO-334768	212.26
198478	MARDAN CENTER OF ED	PO-330629	3,612.00
		PO-330652	3,096.00
		PO-331415	3,440.00
		PO-332004	3,440.00
		PO-333656	3,612.00
198479	ORANGE COUNTY THERAPY SERVICE	PO-330010	11,440.00
198480	ORANGE CTY DEPT EDUC	PO-331412	309,066.80
198481	PYRAMID AUTISM CENTER	PO-330628	4,500.00
198482	SHACK-LAPPIN, CAROL	PO-330751	2,906.25
198483	SOLIAANT HEALTH INC	PO-333797	6,348.25
		PO-333799	6,934.50

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Warrant Number	Name of Payee	Reference Number	Amount
198484	STAFFREHAB	PO-334884	3,605.00
198485	UC REGENTS	PO-330479	2,340.00
198486	!1 COMPUTADORA GRATIS PARA TI!	PO-332233	1,810.60
		PO-333782	12,698.05
198487	CONVERSA INCORPORATED	PO-332392	1,425.00
198488	GREAT AMERICAN LUNCH BOX, THE	PO-334924	903.00
198489	YMCA OF ORANGE COUNTY	PO-330788	11,130.04
198490	YMCA OF ORANGE COUNTY	PO-330823	4,150.00
198491	ANTIFAE, DONNA	PV-145046	15.00
198492	BARRETT, JANET S	PV-145047	35.91
198493	BYERS, VICKI	PV-145048	15.00
198494	CAMPBELL, MEGAN	PV-145049	183.56
198495	CARPIO, FREDERICK	PV-145050	41.81
198496	COPPOLA, LUCI	PV-145051	35.91
198497	ENDER, PAMELA	PV-145052	41.44
198498	FLUENT, TERRY	PV-145053	42.65
198499	HAMMOND, ROXANNE	PO-334216	138.00
198500	JACOBS, ALLISON	PV-145055	41.81
198501	PETTEY, STEPHANIE	PV-145056	285.31
198502	BATTERY SYSTEMS	PO-330947	191.94
198503	BEE MAN	PO-331234	195.00
198504	BUSWEST	-	
		PO-335135	6,082.85
198505	BUSWEST	PO-335135	72.02
198506	CAL-STATE AUTO PARTS INC	PO-331558	958.32
198507	CAPISTRANO GOLF CARS	PO-334616	289.58
198508	CHEVROLET OF IRVINE	PO-332062	5,115.12
198509	CINTAS CORP #640	PO-331338	973.52
198510	CINTAS FIRST AID & SAFETY	PO-331130	156.59
		PO-331739	224.43
		PO-335463	291.46
198511	COMMERCIAL AQUATIC SERVICES	PO-332063	4,504.93
		PO-334190	1,777.72
198512	COMPLETE OFFICE OF CA	PO-330100	31.08
		PO-330330	15.75
		PO-330362	36.87
		PO-331253	178.10
		PO-331348	28.06
		PO-331973	715.17
		PO-333629	203.67
		PO-333713	61.44
		PO-334140	500.00
		PO-335455	583.09
198513	CROWN VALLEY TRANS	PO-331629	554.00

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Warrant Number	Name of Payee	Reference Number	Amount
198514	DELL MARKETING L P	CM-140116	252.46-
		PO-334261	1,396.44
198515	DENAULT'S HARDWARE	PO-331514	244.53
198516	DEWEYS HOME APPLIANCES	PO-331551	69.95
198517	IMAGINE LEARNING INC	PO-335072	810.00
198518	DISCOUNT SCHOOL SUPPLY	PO-335232	249.43
198519	CITY OF SAN CLEMENTE	PO-335434	260.00
198520	ORANGE COUNTY DEPT OF EDUCATIO	PO-333844	33,210.00
198521	S&R SPORT	CM-140115	300.00-
		PV-145057	322.50
198522	CITY OF SAN JUAN CAPISTRANO	PO-335449	3,621.43
198523	E. STEWART AND ASSOCIATES	PO-333943	540.00
198524	G.A. DOMINGUEZ	PO-333930	19,619.54
198525	MOULTON NIGUEL WATER	PV-145133	4,120.96
198526	PACIFIC PLUMBING COMPANY OF	PO-331262	894.05
		PO-333133	9,840.00
		PO-333136	21,279.00
		PO-334301	37,141.00
198527	SAN DIEGO GAS & ELECTRIC	PV-145132	62,003.48
198528	SANTA MARGARITA WATER	PO-335285	2,199.03
198529	SO CAL GAS CO	PO-330249	306.72
198530	VANGUARD FLOORING INC.	PO-333852	1,758.90
		PO-334419	227.88
198531	WEST COAST ARBORISTS INC.	PO-331960	22,684.00
198532	WEST COAST ENVIRONMENTAL	PO-335439	4,207.00
		PO-335440	4,205.00
198533	ACETEC SECURITY SYSTEMS	PO-335275	940.00
198534	BORBOA, JESUS	PV-145060	74.00
198535	BRENTLINGER, JODEE	PV-145061	55.44
198536	CARLISLE, SUSAN	PV-145062	50.96
198537	CHAPMAN, ALEXANDRA	PV-145063	22.00
198538	DIXON, AURORA	PV-145064	90.00
198539	HARRIS, HEIDI	PV-145065	65.07
198540	HIGHTOWER, SHERI	PV-145066	35.98
198541	KUNZE-THIBEAU, LORI	PV-145067	37.75
198542	MCCORMICK, LENORE	PV-145068	38.07
198543	OLSON, LEONA	PV-145069	64.76
198544	WALEN, RONDA	PV-145070	94.24
198545	WATERBURY, NILSA	PV-145071	231.12
198546	WILFONG, MARCELA	PV-145072	15.00
198547	DE ACUTIS, LISA	PV-145073	21.84
198548	FISCHER, VALERY	PV-145076	73.92
198549	FISHER, CLARK	PV-145075	62.72
198550	FOULDS, LORI	PV-145077	20.72
198551	GLIDDEN, ERIN	PV-145078	35.84

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198552	GODFREY, NICOLE	PV-145079	248.08
198553	HANAFORD, LAURA	PV-145080	102.48
198554	JONES, JOSEPH	PV-145081	246.96
198555	MARCUS, BRUCE	PV-145082	123.20
198556	MATIENZO, NINA RIE	PV-145083	170.24
198557	MCCORMICK, LENORE	PV-145084	8.96
198558	METTERT, LISA M	PV-145085	156.24
198559	MILANO, JULIE	PV-145086	26.88
198560	NEE, KATHLEEN	PV-145087	193.76
198561	NORMAN, ELLESSE	PV-145088	69.44
198562	PETERSON, DEBRA	PV-145090	124.88
198563	PRIMICIAS, MELISSA	PV-145091	73.92
198564	RUSINKOVICH, CHERYL	PV-145092	100.24
198565	SHAH, RANA	PV-145093	108.64
198566	SHUMATE, DAGMAR	PV-145094	126.00
198567	ST. JOHN, ANDREA	PV-145096	94.08
198568	STIRLING, ROBERT	PV-145095	124.32
198569	TAYNE, JULIE	PV-145097	119.84
198570	TESKEY, KAREN	PV-145098	537.04
198571	THORNBURG, QUIN	PV-145099	109.76
198572	VAN DER WAL, KATRINA	PV-145100	128.80
198573	WEINELL, CAROL	PV-145101	141.68
198574	WENTZEL, KORY	PV-145102	155.68
198575	DEMPSEY, PATRICE	PV-145074	304.64
198576	NUNAN, KATIE	PV-145089	267.68
198577	BOGNAR, CATHERINE M.	PV-145105	43.12
198578	BOWDEN, JOANNA	PV-145106	76.16
198579	BRADLEY, JUDITH S	PV-145107	90.72
198580	BROWN, SUSAN	PV-145108	98.00
198581	BUCKMAN, JONATHAN T.	PV-145109	13.44
198582	CARLISLE, TERESA	PV-145110	2.80
198583	DYE, JANETTE	PV-145117	21.28
198584	FFRENCH, ANDREA	PV-145119	117.60
198585	HAYES, NATALIE	PV-145126	6.72
198586	HENRY, LISA	PV-145128	25.20
198587	KENNEY, VALERIE	PV-145131	30.24
198588	ARGENT, HEIDI	PV-145103	44.80
198589	BEAS, ESTELA	PV-145104	45.36
198590	CENTENO, CELINA	PV-145111	110.88
198591	CERVANTES, MARTHA	PV-145112	47.04
198592	COPELAND, MELONIE	PV-145113	106.40
198593	CORNER, STACIE	PV-145114	56.00
198594	DIAZ, GLORIA	PV-145115	60.48
198595	DUARTE, DIANE	PV-145116	38.08
198596	FOULDS, LORI	PV-145118	44.80

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
198597	GAFFNEY, LANETT	PV-145120	107.52
198598	GETTY, JACQUELYN	PV-145121	76.16
198599	GLESENER, PATRICIA	PV-145122	98.56
198600	GONZALEZ, BERENICE	PV-145123	40.32
198601	GRANT, MARY	PV-145124	49.28
198602	GRULKOWSKI, SUSAN	PV-145125	73.92
198603	HAYES, NATALIE	PV-145126	127.68
198604	HEESCH, JENNIFER	PV-145127	40.32
198605	HUNSTEIN, ELLEN	PV-145129	61.60
198606	KATZ-SCINICO, DORCAS	PV-145130	78.40
198607	MCGRAW-HILL COMPANIES	PO-335242	992.37
198608	MISSION AUTO SERVICE	PO-332068	2,525.45
198609	MOBILE COMM REPAIR INC	PO-331139	408.24
		PO-334633	2,449.44
198610	MUSIC & ARTS	PO-335244	19.28
		PO-335247	1,483.71
198611	NASCO WEST	PO-335376	1,131.39
198612	OFFICE DEPOT	PO-334384	2,621.86
198613	ORANGE COUNTY PROBATION DEPT	PO-331221	3,250.00
198614	PC MALL GOV	PO-333204	2,189.60
		PO-333889	186.76
		PO-334344	63.81
198615	PERMA-BOUND	PO-334803	1,165.90
		PO-334809	2,477.60
		PO-334819	2,892.47
198616	QUALITY TOWING	PO-331565	71.00
198617	SAGA MUSICAL INSTRUMENTS	PO-335250	524.25
198618	SUPER DUPER INC.	PO-335316	161.00
198619	THINKING MAPS INC	PO-335338	2,163.68
198620	TIFCO INDUSTRIES	PO-335140	617.96
198621	TUTTLE-CLICK FORD	PO-331337	223.21
198622	UNITRAX	PO-331286	1,037.33
198623	WARDS NATURAL SCIENCE	PO-334136	67.59
198624	WAYSIDE PUBLISHING	PO-333987	96.13
198625	WOODWIND AND BRASSWIND	PO-335258	1,040.14
198626	YALE CHASE EQUIPMENT AND	PO-330952	4,053.00
198627	MCGRAW-HILL SCHOOL EDUCATION H	PO-335294	951.40
198628	PEARSON EDUCATION	PO-335340	1,348.64
198629	PC MALL GOV	PO-334066	63.81
198630	ALTERNATIVE COMM SVCS	PO-332951	1,040.00
198631	HEAR NOW DBA ABRAMSON	PO-330719	3,612.50
198632	OLESINSKI KEN &/OR CYNTHIA	PO-330776	963.74
198633	SUNBELT STAFFING LLC	-	
		PO-333437	1,373.00
		PO-335435	38,058.74

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
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Warrant Number	Name of Payee	Reference Number	Amount
198634	SUNBELT STAFFING LLC	PO-335435	1,941.24
		PO-335436	31,946.52
198635	!#1 TOUCH-SCREEN TABLET	PO-332240	683.12
198636	#1 IN LEARNING ONLINE INC	PO-333178	283.79
198637	123 MATH & READING INC.	PO-332232	1,039.12
198638	ACADEMIA DE SERVICIO DE	PO-332235	4,067.15
198639	OXFORD TUTORING CENTER INC	PO-332307	10,784.13
198640	iAPRENDE! TUTORING	PO-332308	17,735.74
198641	AZZOLLINI, CHERYL	PV-145134	124.39
198642	DE ARMAS, SHARON	PV-145137	79.00
198643	HOOPER, GWYNETH	PV-145135	31.92
198644	INSTITUTE FOR BRAIN POTENTIAL	PO-333702	79.00
198645	ORANGE COUNTY DEPT OF EDUCATIO	PO-334787	600.00
198646	STRONG, KARYN	PV-145136	277.27
198647	CITY OF SAN CLEMENTE	PO-330227	30,680.27
198648	CITY OF SAN JUAN CAPISTRANO	PO-335449	12,417.20
198649	CONSOLIDATED ELECT DISTR	PO-330433	6,186.85
198650	PACIFIC PLUMBING COMPANY OF	PO-331262	13,369.60
198651	PROSURFACE	PO-334734	16,020.00
		PO-334741	13,365.00
198652	SAN DIEGO GAS & ELECTRIC	PV-145156	260,613.95
198653	SANTA MARGARITA WATER	PO-335285	5,785.45
198654	SO CAL EDISON CO	PO-334949	102,592.26
198655	SO CAL GAS CO	PO-330249	17.00
198656	ARC	PO-334511	28.94
198657	ACETEC SECURITY SYSTEMS	PO-335276	1,740.00
198658	BARRETT-ROBINSON INC	PO-334860	4,167.60
198659	PRESIDIO NETWORKED SOLUTIONS	PO-334929	26,957.17
198660	TANDUS CENTIVA US LLC	PV-145152	44,732.17
198661	BOYS TOWN CALIFORNIA INC.	PO-330803	1,443.00
198662	BUNDY, KEN & LINDA	PO-333043	6,250.00
198663	CENTER FOR AUTISM RESEARCH	PO-331115	2,601.00
		PO-332358	1,054.50
198664	CONDIE, JOSHUA AND CAROL	PO-331219	2,140.00
198665	DEVEREUX CLEO WALLACE	PO-335420	13,736.64
198666	FISKE, CRAIG AND MARY	PO-334984	8,310.00
198667	KARPUS, DAVID AND MARY	PO-332943	740.88
198668	KURTZ, CRISTIN & KENT	PO-335461	14,240.00
198669	MINGUS MOUNTAIN ACADEMY	PO-330677	11,306.72
		PO-333546	11,306.72
198670	MOLTER, BETTY ANN	PO-330690	500.00

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
198671	OCEANVIEW SCHOOL	PO-330634	4,360.00
		PO-330727	3,822.00
		PO-330728	4,932.00
		PO-330729	5,052.00
		PO-330734	4,452.00
		PO-330735	4,452.00
		PO-330739	4,302.00
		PO-330740	4,328.00
		PO-331859	3,406.00
		PO-332001	4,028.00
		PO-332002	2,120.00
		PO-332362	3,180.00
		PO-332363	4,452.00
		PO-332387	4,780.00
		PO-332860	360.00
		PO-334060	1,908.00
		PO-334061	3,392.00
		PO-334304	1,824.00
		PO-334450	4,452.00
198672	ROZENBERG, ABBY	PO-333051	250.00
198673	SPECTRUM CENTER ROSSIER PARK	PO-334453	4,654.50
		PO-334575	3,346.50
198674	STAFFREHAB	PO-334884	1,085.00
198675	WILLIAMS, MATTHEW	PO-332998	402.00
198676	WINGARD, RICHARD AND LORENA	PO-330831	750.00
198677	YELLOWSTONE BOYS & GIRLS RANCH	PO-330750	11,166.00
198678	CONTEMPORARY SERVICES CORP.	PO-331901	460.00
		PO-333224	575.00
198679	PROFESSIONAL TUTORS OF AMERICA	PO-332623	1,072.50
198680	GRANT, TRACY	PV-145154	296.00
198681	YOTA, DENISE	PV-145155	53.30
198682	LAW OFFICES OF MICHELLE ORTEGA	PO-334977	6,872.00
198683	SPECIAL EDUCATION LAW FIRM	PO-333596	3,750.00
198684	CLASSROOM DIRECT/SCHOOL	PO-331344	4,606.94
198685	COX COMMUNICATIONS	PO-331049	17,598.62
198686	MATH SOLUTIONS BOOKS AND	PO-335382	261.17
198687	MILLER MECHANICAL	PO-334416	1,268.49
198688	OFFICE DEPOT	PO-335418	708.35
198689	ONE STOP BINDERY	PO-330150	1,467.00
198690	ORANGE COUNTY REGISTER	PO-335482	140.52
198691	ORANGE COUNTY REGISTER	PO-331044	126.36
		PO-332768	606.40
		PO-335497	2,257.76
198692	PACWEST AIR FILTER LLC	PO-330420	4,237.12

Board of Trustees Warrant Listing
===== Fiscal Year: 2013-14 =====
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Warrant Number	Name of Payee	Reference Number	Amount
198693	PATHWAY COMMUNICATIONS LTD.	PO-334527	341.28
		PO-335225	426.61
198694	PC MALL GOV	PO-334086	149.25
198695	PRAXAIR	PO-330856	564.22
		PO-332401	61.95
198696	PRO PHOTO CONNECTION INC	PO-334862	432.09
198697	PRO-ED	PO-334043	260.70
		PO-335062	65.95
198698	RADIO SHACK	PO-330197	133.27
198699	RIDDELL/ALL AMERICAN	PO-330815	4,587.70
198700	RUSCO INC	PO-330246	3,209.91
198701	SCHOOL SAVERS	PO-335446	760.16
198702	SELECT EQUIPMENT SALES INC	PO-330535	210.00
198703	SMARDAN SUPPLY COMPANY	PO-330163	91.69
198704	SOUTH COAST FAMILY MEDI CENTER	PO-330392	245.00
198705	THERAPRO	PO-335262	848.10
198706	THYSSENKRUPP ELEVATOR CORP	PO-331669	914.39
198707	TIFCO INDUSTRIES	PO-333278	106.08
		PO-334254	48.27
		PO-335140	57.81
198708	U S MEDICAL SUPPLIES	PO-335116	561.88
198709	WATERLINES TECHNOLOGIES INC	PO-331136	2,965.90
198710	WEST VIRGINIA BRAILLE PROGRAM	PO-335204	1,452.11
198711	WHATS HAPPENING PUBLICATIONS	PO-335234	157.50
198712	WHITE CAP	PO-330172	883.45
198713	WESTERN ASSOC SCH & COL	PO-335104	150.00
198714	CERTIFIED TRANSPORTATION	PV-145177	16,693.83
198715	DEPARTMENT OF JUSTICE	PO-330691	2,161.00
198716	FIRST STUDENT INC.	PV-145186	5,969.89
198717	JFK TRANSPORTATION CO INC	PV-145162	2,690.00
198718	KEY GOVERNMENT FINANCE INC.	PO-335483	468,586.04
198719	OCEAN INSTITUTE	PO-332475	3,246.00
		PO-335492	1,191.00
198720	ORANGE COUNTY DEPT OF EDUCATIO	PO-334554	43,650.00
198721	PACIFIC COAST SIGHTSEEING	PV-145158	2,254.88
198722	TRANSPORTATION CHARTER SERVICE	PV-145164	3,705.00
198723	CARTER, PAULA	PV-145157	19.00
198724	FULLER, ALISON	PV-145159	20.00
198725	SPONGBERG, JILL	PV-145160	16.00
198726	YU, ALBERT	PV-145161	15.00
198727	ARKEE, SHEILA	PV-145163	376.32
198728	AZMI, RAWISH & NIDA	PV-145165	127.23
198729	BAUER, ADAM OR GINA	PV-145166	75.26
198730	CASTREJON, DANIEL & GUADALUPE	PV-145172	3,348.36
198731	CRABTREE, CHAD & AUREEN	PV-145167	241.47

Board of Trustees Warrant Listing
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Board of Trustees Meeting.....JULY 9, 2014

Warrant Number	Name of Payee	Reference Number	Amount
198732	DOUGHERTY, PATRICK & BRANNAN	PV-145168	1,976.79
198733	HAMEED, SHAWN	PV-145169	137.98
198734	KLEIN, JIM & JASKOWIAK, JANNY	PV-145170	338.69
198735	LAGAS, JASON & DANIELLE	PV-145171	103.49
198736	NGUYEN, TRISHA T.	PV-145173	121.86
198737	NICOLL, THOMAS & HEIDI	PV-145174	196.00
198738	WEYLAND, DAN & GINGER	PV-145175	845.83
198739	ZABOROWSKI, JEFF AND WENDY	PV-145176	475.78
198740	ADAMSON, CORAL	PV-145178	181.44
198741	CARDIN, PATTI	PV-145179	81.76
198742	DAVIS, DANIELLE	PV-145180	264.32
198743	ENDER, PAMELA	PV-145181	136.08
198744	LEWIS, SHARON A.	PV-145183	223.44
198745	LUDLOW, JACK	PV-145185	52.64
198746	NORRIS, MAUREEN	PV-145189	110.88
198747	PETTEY, STEPHANIE	PV-145191	79.52
198748	SIMPSON, LORI	PV-145196	201.60
198749	TESKEY, KAREN	PV-145197	224.00
198750	TUNULI, JESSICA	PV-145198	33.60
198751	UMINSKY, ALMA	PV-145199	71.68
198752	WEBSTER, ANNE	PV-145202	89.60
198753	WEIS-DAUGHERTY, DENISE	PV-145203	182.00
198754	WHALEN, ANDREA	PV-145204	81.20
198755	WOLFSON, MEGHAN	PV-145205	124.88
198756	LESLIE, BECKY	PV-145182	95.20
198757	LOPEZ, LAURA	PV-145184	35.84
198758	MILLIGAN, DEBBIE	PV-145187	107.52
198759	MUNIZ, MARIA	PV-145188	35.84
198760	OROZCO, MARTHA	PV-145190	15.12
198761	POUDRIER, CINDY	PV-145192	73.92
198762	RAYNER, MEHRZAD	PV-145193	4.48
198763	RIOS, AMADA	PV-145194	30.24
198764	SERRANO, CARMEN	PV-145195	13.44
198765	VARGAS, ESTRELLA	PV-145201	71.68
198766	WHITE, JULIA	PV-145200	58.80
198767	YERENA, MARICELA	PV-145206	73.92
198768	MISSION AUTO SERVICE	PO-332068	3,478.67
198769	MUSICIAN'S FRIEND	PO-333441	1,294.92
198770	MY WHITE BOARDS	PO-335251	47.82
198771	NASCO WEST	PO-335322	71.60
		PO-335323	1,197.37
		PO-335389	336.21
198772	O'REILLY AUTOMOTIVES INC	PO-333645	581.66
198773	PERMA-BOUND	PO-334399	462.94
198774	PITNEY BOWES/PRESORT SERVICES	PO-330153	217.26

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
198775	QUALITY TOWING	PO-331565	71.00
198776	SMOG EXPRESS	PO-331238	41.95
198777	SO COAST DISTRIBUTING CO	PO-330179	64.69
198778	TIGER DIRECT INC	PO-335297	343.57
198779	UNITED TRANSMISSION EXCHANGE	PO-330874	1,938.61
198780	UNITRAX	PO-331286	814.39
198781	WENGER CORPORATION	PO-334979	733.12
198782	WESTERN PUMP	PO-331561	582.50
198783	TROXELL COMM INC	PO-335325	643.68
198784	BIRKINSHAW, SANDY	PV-145207	281.12
198785	BLAND, LISA	PV-145209	105.28
198786	BROOKMAN, JOSEPH	PV-145210	327.60
198787	CHRISTMAN-STURM, TRACY	PV-145211	100.80
198788	CROSS, MINDY	PV-145212	281.68
198789	DIXON, AURORA	PV-145214	75.04
198790	EXWORTHY, MARK	PV-145215	245.28
198791	HEUSER, RACHEL	PV-145216	348.88
198792	HIGHTOWER, SHERI	PV-145217	197.12
198793	HILL, DAWN	PV-145218	194.88
198794	IMSLAND, TRACEY	PV-145219	54.32
198795	JOHNSON, DAWN	PV-145220	177.52
198796	KIMINAS, ANTHONY	PV-145221	177.52
198797	KLISTER, PAMELA	PV-145222	162.96
198798	KOPELSON, KATHLEEN	PV-145223	162.40
198799	KRAUSE, MATTHEW	PV-145224	118.72
198800	KUNZE-THIBEAU, LORI	PV-145227	43.68
198801	LAIDLEY, JOANIE	PV-145228	93.52
198802	MORAND, CARA	PV-145230	222.88
198803	ORGILL, JANELL	PV-145231	182.00
198804	PANNING LA BATE	PV-145232	102.48
198805	SCHOOLER, DEBORAH	PV-145233	127.68
198806	SELING, TARA	PV-145235	108.64
198807	SMITH, ANNE	PV-145236	291.76
198808	TABARI, LISA SEYEDI	PV-145237	119.84
198809	TURNER, JASON	PV-145238	43.68
198810	DAGARIN, JEAN-MARI	PV-145213	121.52
198811	KRAUSE, MATTHEW	PV-145224	183.68
198812	US BANK	PO-331424	14,850.21
198813	CAPISTRANO UNIFIED SCHOOL DIST	PO-330320	57,986.60
198814	CHLIC-CHICAGO	PO-330333	26,626.23
		PO-330336	15,250.00
198815	AAA AWARDS & MONOGRAM	PO-335493	1,547.21
198816	ADDEMAN, ARTURO J	PO-334557	1,125.80
198817	ADVANTAGE RADIATOR	PO-331575	68.88
198818	AIS SPECIALTY PRODUCTS INC	PO-330241	248.27

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
198819	ALISO NIGUEL AUTO CARE	PO-332505	3,040.73
198820	ALISO VIEJO AUTO SERVICE	PO-332067	41.65
198821	ALLIANCE PUBLISHING	PO-334509	1,025.63
198822	ALPHA SOUND AND LIGHTING	PO-332582	157.48
198823	AMANUENSIS BRAILLE	PO-335064	50.00
198824	AMERICAN BACKFLOW	PO-332581	734.09
198825	ANIMAL PEST MANAGEMENT SERVICE	PO-332103	3,145.00
198826	APPLE COMPUTER INC	PO-335408	649.92
198827	ASSOC BUSINESS PRODUCTS	PO-330238	245.47
198828	ASSOCIATION OF CALIFORNIA	PO-330733	260.00
198829	B & H PHOTOGRAPHY	PO-335051	8,443.95
198830	BEE MAN	PO-331234	195.00
198831	CALIFORNIA WESTERN VISUALS	PO-334564	1,770.98
		PO-335048	205.20
198832	CAMCOR INC	PO-335086	1,712.43
198833	CREATIVE IMAGES	PO-335464	540.00
		PO-335465	400.00
198834	CURRICULUM ASSOCIATES	PO-335375	106.31
198835	DAMAND PROMOTIONS	PO-335065	64,028.25
198836	DELTA EDUCATION	PO-334452	4,106.21
198837	EDUCATIONAL TESTING SERVICE	PO-333000	9,775.98
198838	FLINN SCIENTIFIC INC	PO-335175	79.64
198839	IMAGINE LEARNING INC	PO-335069	162.00
		PO-335070	486.00
198840	INSIGHT SYSTEMS EXCHANGE	PO-334778	6,223.28
		PO-335020	2,291.81
		PO-335021	1,833.44
		PO-335022	458.37
		PO-335023	667.04
		PO-335025	4,637.60
		PO-335030	1,855.04
		PO-335031	463.76
198841	IXL LEARNING INC	PO-334541	5,225.00
198842	JOSTENS	PO-335358	318.87
198843	KAPLAN EARLY LEARNING CO.	PO-335271	86.82
198844	LAKESHORE LEARNING MATLS	PO-335317	827.80
198845	SCHOOL HEALTH CORPORATION	PO-335381	127.44
198846	THE ALARM AND SPRINKLER CO INC	PO-334415	5,501.85
198847	AVES AUDIO VISUAL SYSTEMS	PO-335303	237.60
198848	CAMBRIDGE UNIVERSITY PRESS	PO-335321	3,122.84
198849	CAMCOR INC	PO-334792	185.32
198850	GOLDEN STAR TECHNOLOGY INC.	PO-335308	95.74
198851	HOUGHTON MIFFLIN CO	PO-335401	405.49

656 Warrants \$3,899,635.45

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1314-02 Frozen Food Products	6/26/2013
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
Advantage Imaging Supply, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
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
AVES Audio Visual Systems, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Barrett-Robinson, Inc.	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
B&H Foto & Electronics Corp. dab B&H Photo Video	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Ben's Asphalt, Inc.	Bid No. 1213-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and Giannone	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
California Western Visuals	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Camcor, Inc	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
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	Dester 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
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
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting	12/8/2008
Digital Networks Group, Inc.	California Multiple Award Schedule Contract No. 3-12-70-2070E, General Services Administration Schedule No. GS-35F-0563U, Resale of Cisco Products and Cisco Branded Service	1/23/2013
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
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
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
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Gold Star Foods	Bid No. 1112-03 Bakery Products	6/29/2011
Golden Star Technology, Inc dba GST	Bid No. 1314-04 Audio Visual Equipment	7/10/2013
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
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
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)	7/24/2013
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
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. 1314-04 Audio Visual Equipment	7/10/2103
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
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
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. 1314-04 Audio Visual Equipment	7/10/2013
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
VCOM dba Valiant National AV Supply	Bid No. 1314-04 - Audio Visual Equipment	7/10/2013
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
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

VENDOR PAYMENTS OVER 250K AS OF 6/18/14

2013-14

112650 A & R WHOLESALE DISTRIBUTORS	2,188,127.90
145322 AMS.NET INC	609,217.83
004090 APPLE COMPUTER INC	300,979.61
112173 ASCIP	1,836,962.00
049767 BENS ASPHALT	974,966.88
118161 CAPISTRANO CONNECTIONS ACADEMY	9,679,083.76
130027 CAPISTRANO UNIFIED	3,965,809.40
120141 CAPISTRANO UNIFIED SCHOOL DIST	3,191,908.37
016335 CAPO VALLEY WATER DIST	351,574.31
015900 CAPO-LAGUNA BEACH ROP	1,702,165.62
106764 CDWG Inc	307,876.64
043026 CIGNA	532,833.89
018870 CITY OF SAN CLEMENTE	349,998.16
146265 COMMUNITY ROOTS	1,872,676.22
142967 CORVEL CORPORATION	467,228.13
122828 CORVEL ENTERPRISE COMP INC	2,890,324.92
064188 DELL COMPUTER	421,488.21
130403 DOMINO'S PIZZA	286,694.80
130047 HOLLANDIA DAIRY INC.	631,944.41
148747 ILLUMINATE EDUCATION INC.	263,808.00
144310 INSIGHT SYSTEMS EXCHANGE	446,362.34
144880 IPC USA	744,977.56
046445 JOHNSTONE SUPPLY	280,302.28
105873 JOURNEY CHARTER SCHOOL	1,638,626.00
145542 KEY GOVERNMENT FINANCE INC	730,179.42
120832 METROPOLITAN EMPLOYEES	45,153,077.23
147433 MINGUS MOUNTAIN ACADEMY	262,819.49
061270 MOULTON NIGUEL WATER	378,151.89
143679 NETWORK HARDWARE RESALE	262,446.00
100369 OCEANVIEW SCHOOL	596,894.00
113144 OPPORTUNITY FOR LEARNING	1,587,516.88
066570 ORANGE COUNTY DEPT OF EDUC	5,018,234.57
108571 ORANGE COUNTY DEPT OF EDUCAT	339,280.70
146264 OXFORD ACADEMY	3,980,427.48
145219 PACIFIC ROOFING SYSTEMS	437,003.35
078255 SAN DIEGO GAS & ELECTRIC	6,105,085.01

Attachment 4

VENDOR PAYMENTS OVER 250K AS OF 6/18/14

2013-14

079190	SANTA MARGARITA WATER	315,585.13
081031	SCOTT FORESMAN	484,952.86
084100	SO CA GAS CO	459,303.60
122718	SOUTHERN CALIFORNIA EDISON	1,328,823.31
084770	SOUTHWEST SCHOOL SUPPLY	302,026.85
102879	US BANK	1,802,090.89
147868	US BANK	2,555,909.99
036075	W W GRAINGER INC	423,141.36
146077	WEST COAST ARBORISTS INC.	251,273.00
141584	WLC ARCHITECTS INC	449,530.97
099210	XEROX CORPORATION	2,304,634.05
104710	YMCA OF ORANGE COUNTY	306,271.23

DONATION OF FUNDS
July 9, 2014

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Niguel High School PTSA	\$1,024.00	Signage	Aliso Niguel High School
Harold Ambuehl Elementary PTA	\$735.22	Field Trip Transportation	Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$1,180.00	Field Trip Transportation	Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$413.20	Field Trip Transportation	Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$351.20	Field Trip Transportation	Ambuehl Elementary School
Sumner Photography	\$387.00	Instructional Materials and Supplies	Ambuehl Elementary School
San Juan Capistrano Education Foundation	\$108.75	Field Trip Transportation	Ambuehl Elementary School
Bernice Ayer Middle School PTSA	\$3,605.80	10 Dell Chromebooks	Bernice Ayer Middle School
Bernice Ayer Middle School PTSA	\$464.40	Dell Laptop for New Teacher	Bernice Ayer Middle School
Edison Gifts	\$199.96	Instructional Materials and Supplies	Bernice Ayer Middle School
City of San Clemente	\$5,870.00	Homework Club	Bernice Ayer Middle School
Vending Plus	\$68.85	Instructional Materials and Supplies	Canyon Vista Elementary School
Capistrano Valley High School PTSA	\$600.00	CAHSEE Prep Stipend	Capistrano Valley High School
Ms. Lisa Klaes	\$65.26	Instructional Materials and Supplies	Castille Elementary School
Freedom Communications	\$370.00	Instructional Materials and Supplies	Castille Elementary School
Castille Elementary School PTA	\$12,240.00	36 Computers for the Computer Lab	Castille Elementary School
Castille Elementary School PTA	\$11,000.00	Instructional Aide 2014-2015	Castille Elementary School
Ladera Ranch Education Foundation	\$60,748.80	Outdoor Science School	Chaparral Elementary School
Edison Gifts	\$50.00	Instructional Materials and Supplies	Chaparral Elementary School
Sumner Photography	\$724.00	Instructional Materials and Supplies	Chaparral Elementary School
Clarence Lobo Elementary School PTA	\$165.00	Field Trip Transportation	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$1,000.00	Outdoor Science School	Clarence Lobo Elementary School
Planet Aid Incorporated	\$47.06	Instructional Materials and Supplies	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$330.00	Field Trip Transportation	Clarence Lobo Elementary School
Clarence Lobo Elementary School PTA	\$658.00	Kindergarten and First Grade Field Trip	Clarence Lobo Elementary School
Segerstrom Center for the Arts	\$165.00	Field Trip Transportation	Del Obispo Elementary School
Del Obispo Elementary School PTA	\$165.00	Field Trip Transportation	Del Obispo Elementary School
Sumner Photography	\$1,770.00	Technology	Don Juan Avila Elementary School
Simon Youth Foundation, Inc.	\$1,809.76	Instructional Materials and Supplies	Fresh Start Academy
CUSD Foundation	\$23,153.19	Field Trip	Hidden Hills Elementary School
CUSD Foundation	\$660.00	Field Trip Transportation	John S. Malcom Elementary School
Vending Plus	\$48.78	Instructional Materials and Supplies	John S. Malcom Elementary School
John S. Malcom PTA	\$12,156.50	Field Trips	John S. Malcom Elementary School
Sumner Photography	\$706.00	Instructional Materials and Supplies	Kinoshita Elementary School
Vending Plus	\$51.42	Instructional Materials and Supplies	Kinoshita Elementary School
Ladera Ranch Education Foundation	\$426.50	Kindergarten Field Trip	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$1,908.00	2nd Grade Field Trip	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$4,270.00	Instructional Materials and Supplies	Ladera Ranch Elementary School
Ladera Ranch Education Foundation	\$9,225.00	Instructional Materials and Supplies	Ladera Ranch Middle School
Las Flores Middle School PTA	\$6,800.72	Technology Upgrade	Las Flores Middle School

DONATION OF FUNDS
July 9, 2014

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Vending Plus	\$547.99	Instructional Materials and Supplies	Las Flores Middle School
Wells Fargo Foundation	\$250.00	Instructional Materials and Supplies	Las Palmas Elementary School
Edison Gifts	\$30.00	Instructional Materials and Supplies	Las Palmas Elementary School
Edison Gifts	\$30.00	Instructional Materials and Supplies	Las Palmas Elementary School
Oak Grove Elementary School Foundation	\$50,598.00	Outdoor Science School, Transportation, Teacher Stipend	Oak Grove Elementary School
Oak Grove Elementary School Foundation	\$1,200.00	MIND Music	Oak Grove Elementary School
Ladera Ranch Education Foundation	\$12,814.00	Outdoor Science School and Transportation	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,137.75	1st Grade Field Trip	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$2,153.95	Outside Reading Benches	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,722.50	School Planners	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$3,977.62	Non-Instructional Materials and Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,467.07	Projectors	Oso Grande Elementary School
Ladera Ranch Education Foundation	\$13,707.00	Instructional Materials and Supplies	Oso Grande Elementary School
Microsoft Matching Gifts Program	\$25.00	Instructional Materials and Supplies	Oso Grande Elementary School
Vending Plus	\$62.51	Instructional Materials and Supplies	Oso Grande Elementary School
Edison Gifts	\$270.00	Instructional Materials and Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$1,109.00	Kindergarten Field Trip	Oso Grande Elementary School
Edison Gifts	\$63.00	Instructional Materials and Supplies	Palisades Elementary School
Edison Gifts	\$63.00	Instructional Materials and Supplies	Palisades Elementary School
Reilly School Foundation	\$13,210.00	Outdoor Science School	Philip Reilly Elementary School
Recycle America Alliance, LLC	\$23.30	Instructional Materials and Supplies	Philip Reilly Elementary School
RH Dana Elementary School PTA	\$105.00	Celebration Book Club Books	PH Dana Elementary School
Ladera Ranch Education Foundation	\$4,108.00	Instructional Materials and Supplies	Tesoro High School
Tijeras Creek Elementary School PTA	\$347.00	1st Grade Field Trip	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$430.87	Field Trip Transportation	Tijeras Creek Elementary School
Tijeras Creek Elementary School PTA	\$526.31	Field Trip Transportation	Tijeras Creek Elementary School
Summer Photography	\$1,126.00	Instructional Materials and Supplies	Vista del Mar Elementary School
Juice It Up	\$549.00	Instructional Materials and Supplies	Vista del Mar Middle School
Total	\$277,376.24		

**JULY 9, 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
ICA	1415049		Gift Funds	Rocky C. Sherman II	Provide Certification of Athletic Equipment for Safety Compliance	7/10/2014-6/30/15	\$ 8,000.00

TOTAL \$ 8,000.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1314191		M&O	Trames Solutions, Incorporated	Traffic Control Plan, Shorecliffs Middle School	6/16/2014-6/30/2015	\$ 3,000.00
MCA*	1415008	3	Special Ed	Devereux League City	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 350,000.00
MCA*	1415010	3	Special Ed	Devereux Victoria	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 125,000.00
MCA*	1415011	3	Special Ed	Heritage Schools	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/01/2014-6/30/2015	\$ 400,000.00
MCA*	1415022	3	Special Ed	Speech & Language Development Center	Basic Education Program/Special Education Instruction	7/01/2014-6/30/2015	\$ 350,000.00
FSA	1415043	5	CVHS	Best Roll Up Door, Incorporated	Labor and Material to Install New Roll Up Door - Capistrano Valley High School	7/01/2014 Upon Completion of Work	\$ 21,570.87
MCA*	1415048	3	Special Ed	Olive Crest Academy	Basic Education Program/Special Education Instruction	7/01/2014-6/30/2015	\$ 250,000.00
ICA	1415052	3	Special Ed	Jamie Murdy	Provide Vision Services	7/01/2014-8/30/2014	\$ 6,500.00

TOTAL \$ 1,506,070.87

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213103	2	ASES	YMCA of Orange County (R H Dana Elementary)	After School Education and Safety Program	9/5/2014-9/04/2015	\$ 102,212.00
ICA	1213104	2	ASES	YMCA of Orange County (San Juan Elementary)	After School Education and Safety Program	9/5/2014-9/04/2015	\$ 102,212.00
ICA	1213105	2	ASES	YMCA of Orange County (Kiuoshita Elementary)	After School Education and Safety Program	9/5/2014-9/04/2015	\$ 102,212.00
ICA	1213106	2	ASES	YMCA of Orange County (Viejo Elementary)	After School Education and Safety Program	9/5/2014-9/04/2015	\$ 102,212.00

TOTAL \$ 408,848.00

JULY 9, 2014 BOARD MEETING
DISTRICT STANDARDIZED

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

EXTENSION RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213091	5	General	NvLS Professional Services, LLC	E Rate Services	7/1/2014-6/30/2017	\$ 19,000.00

TOTAL \$ 19,000.00

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1213005	3	Special Ed	Definitely Professional Interpreting Services	Interpreter Services	Increase contract amount from \$120,000 to \$130,000	\$ 10,000.00
PSA	1213025	3	Special Ed	Providence Speech and Hearing Center	Auditory Processing Development Evaluations	Increase contract amount from \$16,000 to \$20,500	\$ 6,500.00
PSA	1213030	3	Special Ed	Brenda Crary	Counseling Services	Increase contract amount from \$41,500 to \$44,700	\$ 3,200.00
PSA	1213034	2	Pupil Services	Leisure Care Referral Agency, Incorporated	Health Services for a Certified Licensed Vocational Nurse to Special Education Students	Increase contract amount from \$58,000 to \$93,000	\$ 35,000.00
PSA	1213102	3	Education	Syntex Global	Interpreting and Translation Services	Increase contract amount from \$12,000 to \$16,000	\$ 4,000.00
ICA	1213115	3	PTA-Gift	Mary Bestgen	Consulting Fee for MIND Music	Increase contract amount from \$9,000 to \$10,200	\$ 1,200.00
ICA	1213157	3	Special Ed	Sunbelt Staffing, LLC	Provide Speech Language Pathology Services to CUSD Students	Increase contract amount from \$150,000 to \$165,000	\$ 15,000.00
ICA	1314163	5	Dana Hills High School	Mercury Tours	Charter Bus Services For Out Of Area Field Trip	Increase contract amount from \$3,710 to \$4,070.95	\$ 360.95
MCA*	1415023	3	Special Ed	Spectrum Center Rossier Park Elementary	Basic Education Program/Special Education Instruction	Revised Fee Schedule	N/A
MCA*	1415025	3	Special Ed	Spectrum Center Rossier Park School	Basic Education Program/Special Education Instruction	Revised Fee Schedule	N/A
MCA*	1415029	3	Special Ed	Maxim Healthcare Services, Incorporated	Nursing Services	Revised Fee Schedule	N/A

TOTAL \$ 75,260.95

JULY 9, 2014 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of July 10, 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").

ROCKY C. SHERMAN II

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$8,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing July 10, 2014 through June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

☒ 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 _____

EXHIBIT A
FEE SCHEDULE

Rocky C. Sherman II
18441 Patterson # C
Huntington Beach, CA 92646
714-206-7243
rockycsherman@gmail.com

Certified Athletic Equipment Services

Parts and Labor at \$53.00 per hour

Signature _____ Date _____

Typed or Printed Name _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 10, 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").

Trames Solutions, 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 \$3,000 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 June 16, 2104 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 _____

TRAMES SOLUTIONS INC.

100 E San Marcos Blvd. Ste
400
San Marcos, CA 92069
(760) 291 - 1400

PROPOSAL FOR SERVICES

June 10, 2014

Mr. John Forney
Executive Director, Facilities
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Subject: Shorecliff Middle School Traffic Control Plan (JN 0219-0001)

Dear Mr. Forney:

Trames Solutions Inc. is pleased to submit this proposal to provide a Traffic Control Plan for the Shorecliff Middle School parking and access location. The project consists of improving the drop off/pick up areas with enhanced signing and striping and the provision of school personnel during key periods. The site is located on the northwest corner of I-5 and Avenida Vista Hermosa in the City of San Clemente.

SCOPE OF WORK

The following scope of work and associated professional fees represent the services necessary to complete this traffic engineering services:

Task 1: Update Signing and Striping Plans: Avenida Vista Hermosa Sta. 0+00 to 20+00 RBF Plan

- 1.1 Review the existing and proposed roadway plans as provided by Client or their civil engineer.
- 1.2 Interface with project team by teleconference, as necessary.
- 1.3 Interface with jurisdiction staff by teleconference, to obtain current design standards and formats, as necessary.
- 1.4 Provide for traffic signing and striping plan for 1,000 feet from the centerline station of 10+00 to station 20+00 of Avenida Vista Hermosa and will be prepared on a plan sheet at a scale of 1" = 40' using AutoCAD and is limited to one (1) sheet (1,000 LF max. per sheet).
- 1.5 Prepare an engineer's updated estimate of probable cost for the traffic signing and striping using a format created by Trames Solutions Inc.
- 1.6 Respond to plan check comments/questions and revise plans as necessary. Agency or Client concept changes after initial submittal shall constitute extra work effort and will require a contract amendment.
- 1.7 No equipment, supplies, personnel, direction or management shall be provided beyond the plan document portion of this project. Any meetings or items not included specifically in this proposal shall constitute additional work and require a budget adjustment.

Deliverables: One (1) sheet of signing and striping plans at 40' = 1".

Trames #0219-0001-01

Task 2: Traffic Control Plan Summary

1. Prepare a letter summarizing the proposed signing and striping.
2. Provide recommendations regarding the timing of school personnel supervision.
3. Provide additional recommendations to enhance the on-site circulation (if applicable).

PROFESSIONAL FEE

The fixed fee to prepare the signing, striping, and the letter report summarizing the traffic control plan is \$3,000.

Due to potentially dynamic project considerations including, but not limited to: changes in the project description, and/or modifications in public/private policy, Trames Solutions Inc reserves the right to shift funds among individual task budgets according to specific needs.

Monthly billings from Trames Solutions, Inc. will be based upon our progress on the above tasks. **Payment to Trames Solutions Inc. is due within 30 days of invoice date and not based on other circumstances unless specifically documented prior to start of work product.**

Invoices for services performed by Trames Solutions, Inc. shall be sent to the Client on a monthly basis for your review, and payment. *Invoices shall be paid by Client within 30 days of the date of the invoice.* Failure to pay the invoice in full within 30 days shall result in work stoppage until all invoices are paid in full. Outstanding invoices shall accrue interest at 1.0%, compounded monthly, beginning on the 31st day

Termination

Services performed by Trames Solutions, Inc. under this agreement shall continue until terminated as hereinafter provided. This agreement shall be terminable by either party at-will, with or without cause, upon fifteen (15) calendar days *written notice* to the other party. Any notice of termination shall not prejudice Trames Solutions, Inc.'s right to compensation for work performed and expenses incurred before termination.

Trames Solutions, Inc. understands that the obligations in the following paragraph will survive the termination of this agreement.

Studies, reports, calculations, analyses, drawings, and other writings prepared by Trames Solutions, Inc. in connection with the referenced project shall become the property of the Client and full copies of such items shall be properly communicated to you, and shall be delivered to you upon your request or upon completion of services by Trames Solutions, Inc. under this agreement. Trames Solutions, Inc. shall retain the

Trames #0219-0001-01

original copies of any drawings, files, photos, and any other work product developed by Trames Solutions, Inc. in conjunction with this project.

Contract Venue

Trames Solutions, Inc. and Client agree that all questions pertaining to the validity and interpretation of this agreement shall be determined in accordance with the laws of the State of California. It is further agreed that this agreement shall be entered into and executed in the County of San Diego, State of California, and any litigation arising from the services provided by Trames Solutions, Inc., the interpretation of this agreement, or the collection of fees due Trames Solutions, Inc. must be filed in the courts of this county. Client also agrees to pay any attorney's fees and other expenses incurred by Trames Solutions, Inc. in enforcing the right to payment of professional fees for services rendered and expenses incurred.

DELIVERABLES/TIMING

It is estimated that the work effort will be completed in 10 working days from the date of Client's authorization. Additionally, any delays resulting from circumstances beyond our control, such as changes in the project description, and/or modifications in public/private policy may extend the time schedule. In the event this occurs, Trames Solutions Inc. will make the Client aware of such issues and adjust timing accordingly.

LIABILITY

The Client agrees to limit Trames Solutions Inc. liability to the Client and any additional Contractors and Subcontractors on the project, due to Trames Solutions Inc. negligent acts, errors, or omissions, such that Trames Solutions Inc. total aggregate liability to all those named shall not exceed Trames Solutions Inc. total professional fees for services rendered. In the event that a lawsuit is brought for the enforcement of any of the terms of this agreement, the prevailing party should be entitled to attorney fees and costs in addition to any damages.


Mr. John Fomey
Capistrano Unified School District
June 10, 2014
Page 4

TERMS/RETAINER FEE

This letter can serve as our mutual, contractual agreement and authorization to proceed. Please put the project number (**JN: 0219-0001**) on all checks to ensure that it is credited to your account. Please sign one copy of this scope of work and return it to us for our files, or send us the agreements utilized by your company. We are looking forward to serving you on this project. This proposal offer is valid for 60 days. If you have any questions, please contact Monica Werner (CEO) directly at (760) 291-1400.

Respectfully submitted,

Trames Solutions Inc.



Scott Sato, P.E.

Senior Associate

CONTRACT APPROVAL:

Approved

By: _____

Title: _____

Firm: _____

Date: _____

Capistrano Unified School
District

Approved

By: _____

Title: _____

Firm: _____

Date: _____

Trames Solutions Inc.

Trames #0219-0001-01

TRAMES SOLUTIONS INC.

100 E San Marcos Blvd. Ste
400
San Marcos, CA 92069
(760) 291 - 1400

EXHIBIT A

Typical Billing Rates at Trames Solutions Inc.

<u>Position</u>	<u>Hourly Rates</u>
CEO/Principal	\$170
President/Principal	\$155
Senior Associate	\$150
Associate	\$125
Senior Designer/Technician	\$75
Technician	\$65
Administrative	\$45

General Additional Rates

- (1) Reimbursable direct costs, such as reproduction, supplies, messenger service, long-distance telephone calls and travel will be billed at cost plus ten (10) percent (unless noted otherwise)
- (2) Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. Overtime work rates may be increased 50 percent.
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of the receipt by client of statement. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 10, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

DEVEREUX LEAGUE CITY

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 Devereux League City CONTRACTOR 77-76422-6131056 2014-2015
 (NONPUBLIC SCHOOL OR AGENCY) NUMBER (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 12 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>	\$121.42	Daily/Long Term
	\$109.10	Daily/Young Adult
	\$127.02	Daily/Evaluation Program

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

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$110.00	Per Hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care and Residential Mental Health Services	\$344.16	Daily /LT
		\$385.05	Daily/YA
		\$391.10	Daily Eval.

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 10, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

DEVEREUX VICTORIA

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 Devereux Victoria CONTRACTOR 77-76422-6131031 2014-2015
NUMBER
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 3 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>\$137.13</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		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u>\$20.00</u>	<u>Per hour</u>
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	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		
(10)	Nursing Services		
(12)	Residential Board and Care and Residential Mental Health Services	<u>\$242.84</u>	<u>Daily</u>

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 10, 2014, between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

HERITAGE SCHOOLS

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 Heritage Schools CONTRACTOR 77-76422-6131114 2014-2015
NUMBER
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 11 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>\$103.00</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		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
(10)	Nursing Services		
(12)	Residential Board and Care	<u>\$222.00</u>	<u>Daily</u>
(13)	Residential Mental Health Services	<u>\$ 75.00</u>	<u>Daily</u>

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 10, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

SPEECH AND LANGUAGE DEVELOPMENT CENTER

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 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	Speech and Language Development Center	CONTRACTOR NUMBER	30-66472-6937437	2014-2015
(NONPUBLIC SCHOOL OR AGENCY)			(CONTRACT YEAR)	

Per CDE Certification, total enrollment may not exceed 21 Classrooms If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

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

Rate	Period
\$140.00	Daily

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

B. Related Services

(1)	a. Transportation – Buena Park & cities w/common boundary	\$34.00	Daily
	b. Transportation – Cities w/o a common boundary w/Buena Park	\$40.50	Daily
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	\$83.00	Per hour
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$83.00	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)	\$14.00	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	\$83.00	Per hour
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy	\$83.00	Per hour
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Auditory Training	\$75.00	Per hour
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 10 day of July 2014, by and between Best Roll Up Door, Inc., 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 \$ 21,570.87 the following:
Capistrano Valley High School Food Court - labor and material to install new roll up door

2. The term of the Contract shall begin on July 1, 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, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 14-5081, 6/9/2014
- ☐ 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

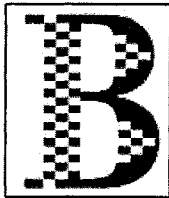
Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)



BEST ROLL UP DOOR

13202 Arctic Circle
 Santa Fe Springs, CA 90670
 Tel. 562-802-2233 / Fax. 562-802-9693
 www.bestrollup.com / bestrollup@gmail.com

ESTIMATE & CONTRACT AGREEMENT

QUOTATION #	14-5081
DATE	6/9/2014

CUSTOMER INFORMATION	JOB SITE INFORMATION
CAPISTRANO VALLEY HIGH SCHOOL BEN DEWEES 26301 VIA ESCOLAR MISSION VIEJO, CA 92692 T:949-283-8343	CVHS FOOD COURT

QTY	SIZE	DESCRIPTION	UNIT PRICE	TOTAL
2	14' 1" (O) X 10' (O)	CLEAR ANODIZED ALUMINUM ROLL-UP DOOR	4,487.50	8,975.00T
2		-24 GAUGE STEEL HOOD COVER		
2	14' 1"	-MOTOR ANGLE BRACKET	25.00	50.00T
2		-SAFETY EDGE WITH WIRELESS DEVICE	689.00	1,378.00T
2		-3"X3" STEEL POST SET	275.00	550.00T
2		-1/2 H.P. 115V JACKSHAFT MOTOR	1,250.00	2,500.00T
2		-3 BUTTON SWITCH	95.00	190.00T
		INSTALLATION LABOR	6,700.00	6,700.00
		- PREVAILING & INSTALL DURING NORMAL BUSINESS HOUR		
		- WALL AND CEILING MUST BROKE OPEN ENOUGH BY OWNER/CONTRACTOR TO REMOVE EXISTING DOOR & INSTALL NEW DOOR.		
		- BEST ROLL UP DOOR IS ONLY RESPONSIBLE FOR INSTALLATION OF ROLL UP DOORS.		
		*** REMINDER ***	0.00	0.00T
		1. PLEASE REVIEW THE ESTIMATE ATTACHED		
		2. ORDERS WILL NOT BE PROCESSED UNTIL APPROVALS ARE SIGNED AND A PURCHASE ORDER IS RECEIVED WITH 50% DEPOSIT.		
		3. BALANCE IS DUE PRIOR TO SHIPPING OR AT THE TIME OF FINISH INSTALLATION.		
		4. DUE TO VARYING WORKLOADS, WE WILL CONFIRM ACTUAL LEAD TIME UPON RECEIPT AND ACCEPTANCE BY BEST ROLL-UP DOOR, INC. OF YOUR SIGNED APPROVAL AND PURCHASE ORDER.		

TERMS: PRICE IS SUBJECT TO CHANGE UPON FIELD VERIFICATIONS. THIS ESTIMATE IS GOOD FOR 30 DAYS. ALL ELECTRICAL WORK TO BE DONE BY OTHERS.

All material is guaranteed to be as specified above. All work is to be completed in workman-like manner according to standard industry practices. Any deviations from the above specifications requested by the customer or changes involving extra costs will be executed only upon written orders and will become an extra charge over and above this contract. All contracts are contingent upon strikes, accidents or delays beyond Best Roll-Up Door's control. Property owner is solely responsible for providing fire, tornado and all other necessary insurance. Property owner is solely responsible for obtaining all necessary permits required under this contract. Upon cancellation of this contract before it is completed, the customer will be responsible for 50% of the total contract amount.

Sub Total	\$20,343.00
Sales Tax (9.0%)	\$1,227.87
TOTAL	\$21,570.87
50% Deposit at Signing	
Balance Upon Completion	\$21,570.87
ESTIMATED BY	H.KIM

CUSTOMER SIGNATURE _____



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 10, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

OLIVE CREST ACADEMY

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

☒ 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 Olive Crest Academy CONTRACTOR NUMBER 30-66621- 2014-2015
7102924
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 13 Classrooms If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$163.00</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>\$42.00</u>	<u>Daily</u>
	b. Transportation – One Way	<u>\$52.00</u>	<u>Daily</u>
	c. Transportation – Dual Enrollment	<u>\$62.00</u>	<u>Daily</u>
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	<u>\$105.00</u>	<u>Daily</u>
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	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.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 10, 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").

JAMIE MURDY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,500 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

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

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONTRACTOR

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

Exhibit A

Fee Schedule

Jamie Murdy
1436 East Townsend Ave
Orange, CA 92867
(714)743-3481
Jamie.Murdy@gmail.com

Vision Services - \$65 per hour

By: _____ Date _____

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213103**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

The Independent Contractor Agreement ICA 1213103 with Capistrano Unified School District and YMCA of Orange County called for an original contract period of September 5, 2012, through September 4, 3013.

The contract with Capistrano Unified School District and YMCA of Orange County shall be extended an additional twelve (12) months, covering the period September 5, 2014, through September 4, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$102,212.

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

CONSULTANT

DISTRICT

Capistrano Unified School District

YMCA of Orange County

By: _____
Signature

By: _____
Signature

Terry Fluent

Print name

Print Name

Director, Purchasing

Title

Title

Date: _____

Date: _____

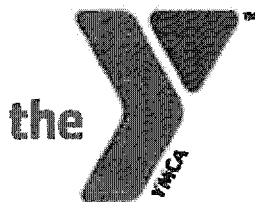


EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

2014-2015 ASES program @ R.H. Dana Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries & Benefits

<i>Salary</i>	\$65,300
<i>Benefits</i>	\$13,060

<i>TOTAL</i>	\$78,360
---------------------	-----------------

OPERATING EXPENSES

Program Costs (Supplies, Field Trips, etc..)	\$18,065
---	----------

In Direct Expense - (Supervision, HR, Accounting, IT, Payroll, Training, etc...) Grant allows for 10% - YMCA requesting 6%	\$5,787
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<i>TOTAL</i>	\$23,852
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TOTAL BUDGET AMOUNT	\$102,212.00
----------------------------	---------------------

Cara Owens

Date



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").

YMCA OF ORANGE COUNTY

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$100,500.76 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 9/05/12-9/04/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 8/20/12

CONTRACTOR

Signature: _____

Name: Cara Owens

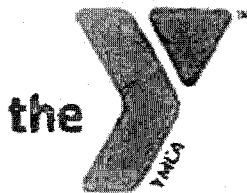
Title: COO

Address: 13821 Newport Ave #200

Tustin CA 92780

Email Address: _____

FEIN/SSN: _____



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

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


PERSONNEL EXPENSES

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

OPERATING EXPENSES

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

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



Cara Owens

Date 7/10/12

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

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

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

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

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

CONSULTANT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: 8/15/13

DISTRICT

YMCA of Orange County

By: Aura Owers
Signature

Aura Owers
Print Name

COO
Title

Date: 8/1/13

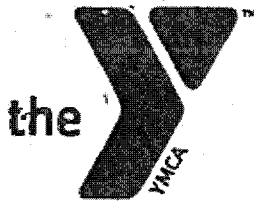


EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

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

PERSONNEL EXPENSES

Salaries & Benefits

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

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

OPERATING EXPENSES

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

\$16,814

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

\$6,030

TOTAL	\$28,309
--------------	-----------------

TOTAL BUDGET AMOUNT

\$100,500.00

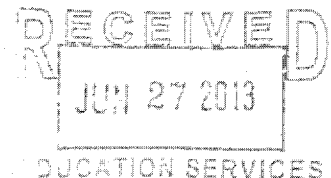
\$543.25/day

Cara Owens

Date

6/11/13

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



**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213104**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

The Independent Contractor Agreement ICA 1213104 with Capistrano Unified School District and YMCA of Orange County called for an original contract period of September 5, 2012, through September 4, 3013.

The contract with Capistrano Unified School District and YMCA of Orange County shall be extended an additional twelve (12) months, covering the period September 5, 2014, through September 4, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, for a not to exceed amount of \$102,212.

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

CONSULTANT

DISTRICT

Capistrano Unified School District

YMCA of Orange County

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

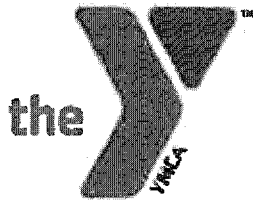


EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

2014-2015 ASES program @ San Juan Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries & Benefits

<i>Salary</i>	\$65,300
<i>Benefits</i>	\$13,060

<i>TOTAL</i>	\$78,360
---------------------	-----------------

OPERATING EXPENSES

Program Costs (Supplies, Field Trips, etc..)	\$18,065
---	----------

In Direct Expense – (Supervision, HR, Accounting, IT, Payroll, Training, etc...) Grant allows for 10% - YMCA requesting 6%	\$5,787
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<i>TOTAL</i>	\$23,852
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TOTAL BUDGET AMOUNT	\$102,212.00
----------------------------	---------------------

Cara Owens

Date



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").

YMCA OF ORANGE COUNTY

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$100,500.76 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 9/05/12-9/04/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 8/20/12

CONTRACTOR

Signature: [Signature]

Name: Cara Owens

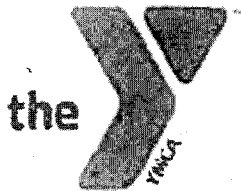
Title: COO

Address: 13821 Newport Ave #200

Tustin CA 92780

Email Address: _____

FEIN/SSN: _____



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

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

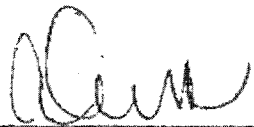
PERSONNEL EXPENSES

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

OPERATING EXPENSES

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

TOTAL BUDGET AMOUNT \$100,500.00



Cara Owens

7/10/12

Date

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

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

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY


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

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

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

CONSULTANT

Capistrano Unified School District

By: 
Signature


Terry Fluent
Print name

Director, Purchasing
Title

Date: 8/15/13

DISTRICT

YMCA of Orange County

By: 
Signature

Cara Owens
Print Name

COO
Title

Date: 8/1/13

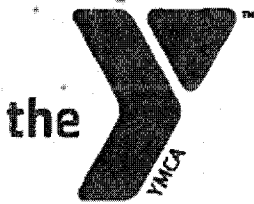


EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

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

PERSONNEL EXPENSES

Salaries & Benefits

<i>Salary</i>	\$65,295
<i>Benefits</i>	\$12,361
TOTAL	\$77,656

OPERATING EXPENSES

Program Costs (Supplies, Field Trips, etc..)	\$16,814
---	----------

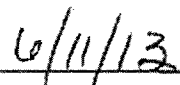
In Direct Expense – (Supervision, HR, Accounting, IT, Payroll, Training, etc...) Grant allows for 10% - YMCA requesting 6%	\$6,030
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TOTAL	\$28,309
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TOTAL BUDGET AMOUNT	\$100,500.00 \$543.25/day
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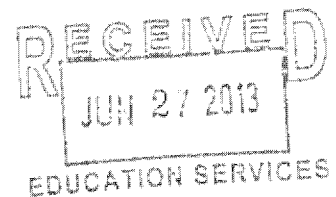


Cara Owens



Date

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



**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213105**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

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

The contract with Capistrano Unified School District and YMCA of Orange County shall be extended an additional twelve (12) months, covering the period September 5, 2014, through September 4, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, for a not to exceed amount of \$102,212.

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

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

YMCA of Orange County

By: _____
Signature

Print Name

Title

Date: _____

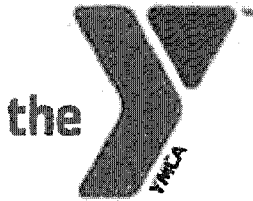


EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

2014-2015 ASES program @ Kinoshita Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries & Benefits

<i>Salary</i>	\$65,300
<i>Benefits</i>	\$13,060

<i>TOTAL</i>	\$78,360
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OPERATING EXPENSES

Program Costs (Supplies, Field Trips, etc..)	\$18,065
---	----------

In Direct Expense - (Supervision, HR, Accounting, IT, Payroll, Training, etc...)	\$5,787
Grant allows for 10% - YMCA requesting 6%	

<i>TOTAL</i>	\$23,852
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TOTAL BUDGET AMOUNT	\$102,212.00
----------------------------	---------------------

Cara Owens

Date



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").

YMCA OF ORANGE COUNTY

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$100,500.76 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 9/05/12-9/04/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 8/20/12

CONTRACTOR

Signature: [Signature]

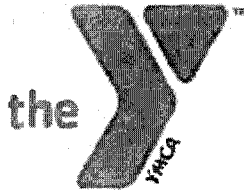
Name: Cara Owens

Title: COO

Address: 13821 Newport Ave #200
Tustin CA 92780

Email Address: _____

FEIN/SSN: _____



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

**2012-2013 ASES program @ Kinoshita Elementary School
Fee Schedule**

PERSONNEL EXPENSES

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

OPERATING EXPENSES

Direct Client Services	\$100,500
	\$4,250.00
<i>Designated Direct (Fieldtrips):</i>	
Administrative Costs	0
Total Direct Expenses	\$100,500
Total Administrative Costs	0
TOTAL BUDGET AMOUNT	\$100,500.00



Cara Owens



Date

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

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

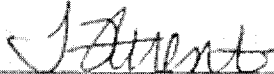
The Independent Contractor Agreement ICA 1213105 with Capistrano Unified School District and YMCA of Orange County called for an original contract period of September 5, 2012, through September 4, 2013.

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

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

CONSULTANT

Capistrano Unified School District

By: 
Signature


Terry Fluent
Print name

Director, Purchasing
Title

Date: 8/15/13

DISTRICT

YMCA of Orange County

By: 
Signature

Cara Owens
Print Name

COO
Title

Date: 8/1/13

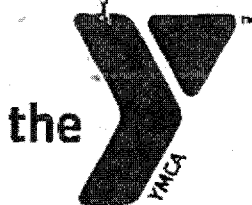


EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

2013-2014 ASES program @ Kinoshita Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries & Benefits

Salary	\$65,295
Benefits	\$12,361

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

OPERATING EXPENSES

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

\$16,814

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

\$6,030

TOTAL	\$28,309
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TOTAL BUDGET AMOUNT

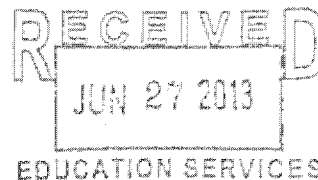
\$100,500.00
\$543.25/day

Cara Owens

Date

6/11/13

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



**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213106**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

The Independent Contractor Agreement ICA 1213106 with Capistrano Unified School District and YMCA of Orange County called for an original contract period of September 5, 2012, through September 4, 3013.

The contract with Capistrano Unified School District and YMCA of Orange County shall be extended an additional twelve (12) months, covering the period September 5, 2014, through September 4, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, for a not to exceed amount of \$102,212.

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

CONSULTANT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

DISTRICT

YMCA of Orange County

By: _____
Signature

Print Name

Title

Date: _____

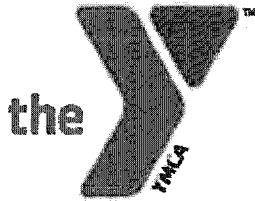


EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

2014-2015 ASES program @ Viejo Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries & Benefits

<i>Salary</i>	\$65,300
<i>Benefits</i>	\$13,060

<i>TOTAL</i>	\$78,360
---------------------	-----------------

OPERATING EXPENSES

Program Costs (Supplies, Field Trips, etc..)	\$18,065
---	----------

In Direct Expense – (Supervision, HR, Accounting, IT, Payroll, Training, etc...)	
Grant allows for 10% - YMCA requesting 6%	\$5,787

<i>TOTAL</i>	\$23,852
---------------------	-----------------

TOTAL BUDGET AMOUNT	\$102,212.00
----------------------------	---------------------

Cara Owens

Date



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").

YMCA OF ORANGE COUNTY

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$95,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/05/12-9/04/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 8/20/12

CONTRACTOR

Signature: [Signature]

Name: Cara Owens

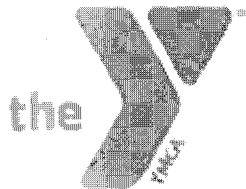
Title: COO

Address: 13821 Newport Ave #200

Tustin CA 92780.

Email Address: _____

FEIN/SSN: _____



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

2012-2013 ASES program @ Viejo Elementary School
Fee Schedule

PERSONNEL EXPENSES

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


OPERATING EXPENSES

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

TOTAL BUDGET AMOUNT \$100,500.00



Cara Owens



Date 7/10/12

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

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

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

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

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

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

CONSULTANT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: 8/15/13

DISTRICT

YMCA of Orange County

By: Cara Owens
Signature

Cara Owens
Print Name

COO
Title

Date: 8/1/13

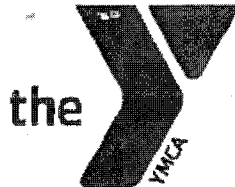


EXHIBIT A

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

2013-2014 ASES program @ Viejo Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries & Benefits

<i>Salary</i>	\$65,295
<i>Benefits</i>	\$12,361
TOTAL	\$77,656

OPERATING EXPENSES

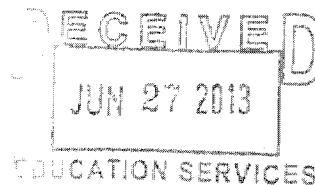
Program Costs (Supplies, Field Trips, etc..)	\$16,814
In Direct Expense - (Supervision, HR, Accounting, IT, Payroll, Training, etc...) Grant allows for 10% - YMCA requesting 6%	\$6,030
TOTAL	\$28,309

TOTAL BUDGET AMOUNT	\$100,500.00
	\$543.25/day

Cara Owens

6/11/13
Date

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



**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213091**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NVLS PROFESSIONAL SERVICES, LLC

The Independent Contractor Agreement ICA 1213091 with Capistrano Unified School District and NVLS Professional Services, LLC, called for an original contract period of July 1, 2012 through June 30, 2013.

The contract with Capistrano Unified School District and NVLS Professional Services, LLC shall be extended an additional thirty six (36) months, covering the period July 1 2014, through June 30, 2017, at the prices shown in Exhibit A to this Extension, not to exceed \$19,000 annually.

Except as set forth in this Extension Agreement, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: _____

CONSULTANT

NVLS Professional Services, LLC

By: _____
Signature

Print Name

Title

Date: _____

Fees:

EXHIBIT A

Priority One: Filing of 470, 471, 486, 500 and 472 forms and Consultation, PIA's, Appeals, other USAC Communications, CTF Applications, Vendor ESL, Data Gathering and Designation forms associated with Priority One Services (Telecommunications and Internet access)	\$19,000.00	July 1, 2014 - June 30, 2015
	\$19,000.00	July 1, 2015 - June 30, 2016
	\$19,000.00	July 1, 2016 - June 30, 2017
Extensive PIAs or Appeals, Payment Quality Assessment, Selective Reviews, Audits	\$150	Per Hour
Tech Plan Assistance	\$150	Per Hour
RFP Assistance	\$150	Per Hour
Other requests from USAC or school/district	\$150	Per Hour

This contract is in effect from signature until June 30, 2017.

Signature

Nancy von Langen-Scott

Chief Executive Officer

NvLS Professional Services, LLC

Date

Signature

Name

Title

Capistrano Unified School District

Date

EXTENSION OF AGREEMENT NO. ICA 1213091

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

NVLS PROFESSIONAL SERVICES, LLC

Independent Contractor Agreement No. ICA 1213091 called for an original contract period of July 1, 2012 through June 30, 2013.

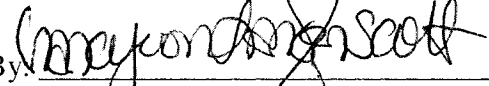
The agreement with NvLS Professional Services, LLC shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$19,000.

Except as set forth in this Extension Agreement, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

NvLS Professional Services, LLC

By: 
Signature

By: 
Signature

Terry Fluent

Mary Lou Gen-Scott
Print Name

Director, Purchasing

CEO
Title

Date: 6/10/13

Date: 5/13/13

Exhibit A

RFP NO. 2-1213
E-RATE CONSULTANT

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Services Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate
E-Rate Consulting -	\$19,000 - Total for
Including SCOPE OF WORK &	5/1/12 - 6/30/12
ADDITIONAL TASKS	

	Contract Price
Total Price for E-Rate Consultant Services	\$19,000
Total Price for Technology Planning Services	\$125/hr TBD
Total Price for Audit Assistance	\$125/hr TBD
Grand Total for all Services	\$19,000 PLUS

\$125/hr for Audit or Tech Plan Assistance where necessary

NVLIS PROFESSIONAL SERVICES LLC
Print Name of Firm

(Nancy von Langen-Scott)
Authorized Signature

NANCY VON LANGEN-SCOTT
Representative

84-1678547 EW
Federal I.D. #/License

5/25/12
Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 6/28/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

NvLS Professional Services, LLC

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

WHEREAS, DISTRICT is in need of such special services and advice; 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 pursuant to RFP No. 2-1213, E-Rate Consultant Services, as set forth in Contractor's Proposal which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$19,000.00 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 7/1/12 - 6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/27/12

CONTRACTOR

Signature: Nancy von Lauben-Scott

Name: Nancy von Lauben-Scott

Title: CEO

Address: 11321 LEGACY TERRACE

SAN DIEGO CA 92131

Email Address: nancyvls@sbcglobal.net

FEIN/SSN: 84-1678547

GENERAL CONDITIONS

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

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

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

18. Non-waiver The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

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

C. Expedited Arbitration

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

exclusive procedure to determine claims made regarding this Agreement that should a party fail to follow them that the claim is waived, released, and forever forfeited. Each party shall bear its own attorney's fees and costs.

REQUIRED DOCUMENTS AND CERTIFICATIONS

*All checked items must be provided.

Certificates of Insurance

- ✓ ~~Commercial General Liability Insurance~~
- ✓ ~~Workers' Compensation and Employers Liability Insurance~~

Refer to Article 12. INSURANCE REQUIREMENTS

PROOF OF AUTOMOBILE INSURANCE ENCLOSED

PROOF OF \$2M ERRORS & OMISSIONS INSURANCE ENCLOSED

Capistrano Unified School District

Request for Proposals

E-Rate Consultant RFP No. 2-1213

Response from

NvLS Professional Services, LLC

1. Executive Summary

For the last three years, NvLS Professional Services, LLC, has shown Capistrano Unified School District (CUSD) that we have the experience, tenacity and knowledge to obtain optimal E-rate funding for the District. NvLS Professional Services, LLC will continue to ensure that CUSD receives the largest amount of E-rate and California Teleconnect Funding available to them.

NvLS Professional Services, LLC will continue to provide one-on-one individual attention to CUSD. You will not be handed off to a "team of specialists"; you will receive first-hand consulting services from Rick Del Valle and Nancy von Langen-Scott, both with over 30 years experience in Telecommunications and both with over 15 years experience with E-rate.

NvLS Professional Services, LLC will provide the leadership and expertise to navigate through the maze of E-rate, partnering with Capistrano Unified School District, to secure premiere E-rate funding.

2. Narrative

Nancy von Langen-Scott of NvLS Professional Services, LLC, has been involved with E-rate since its inception in 1998, assisting most of the school districts in San Diego and Imperial County. Nancy von Langen-Scott became an independent E-rate Consultant in 2002 after retiring from Pacific Bell with 21 years in the Marketing Department, the last 10 years working with K-12 schools as a Senior Account Manager. Nancy also was a Middle and High School teacher in the Midwest before starting her career at Pacific Telephone in San Diego.

2. Narrative (continued)

Rick Del Valle, now partnering with Nancy von Langen-Scott, has over 31 years in the Telecommunications field. With Pacific Bell/ATT, Rick was a Technical Sales Specialist II, Account Manager and Senior Account Manager, involved with designing, selling and implementing some of the largest educational networks in California. These projects include CALREN 2, which connects all of the major universities and the Digital California Project (DCP), now called HSN, which connects most school districts in California to the Internet. After retiring from Pacific Bell/ATT in 2005, Rick began E-rate consulting with K-12 schools in Northern California.

Our experience includes E-rate consulting for school districts which range in size from one building to multi-location charter schools to districts with over 50-plus sites. NvLS Professional Services, LLC has an extensive background in Telecommunications, E-rate, California Teleconnect Fund (CTF) and the educational system. They pride themselves in maintaining excellent relationships with USAC Client Services and Technical Client Services representatives, E-rate and Account representatives from the major Telecommunications companies, such as ATT, Cox, Time Warner, Verizon Wireless, Nextel and many of the Priority 2 providers. These relationships facilitate higher approval rates in E-rate funding.

Nancy is located in San Diego so she is easily available to CUSD when necessary. She has worked closely with her 50 Districts, making sure that their applications comply with the ever-changing, stringent E-rate rules and she is innovative working with the PIA Reviewers to reach positive decisions for the Districts. She has succeeded in building her business on word-of-mouth referrals, from other districts, the County Office and Service Providers.

Being an ex-teacher and trainer, Nancy uses the consultative approach, speaking in English, not "Telephonesese" or "E-ratesese" and takes her clients step-by-step through the E-rate process, letting them know what and when items are due and letting the District be as involved (or not involved) as they want to be with the E-rate forms and procedures. She prides herself on her ability to relate to her clients and obtain the funding they deserve.

Rick Del Valle has an extensive background in Telecommunications and has worked with E-rate and CTF since 1998. Rick has been an independent E-rate consultant, specializing in RFP development and Tech Plan assistance since 2005. Rick has worked closely with CUSD for the last three years, leading the District through an extensive Selective Review / Audit, PIA Reviews, Technology Planning assistance, RFP development, review of former applications and disbursements and providing excellent leadership to the IT team when working with service providers, USAC personnel and filing of the appropriate E-rate forms.

a. Experience

The following schools have had **all of their E-rate and CTF Services** provided by NvLS Professional Services, LLC or Rick Del Valle.

“All E-rate and CTF Services” definition:

- Meet with District in summer/fall timeframe to discuss current and newly eligible services and products for 470 application
- Ensure Tech Plan is certified, current and includes existing and new services
- Ensures that 2-in-5 rule is in compliance if applying for Priority 2 services
- Write or assists in writing Supplemental Information Packages and/or RFP's for 470 applications
- Files 470(s), helps District respond to service provider questions, ensures the District complies with all USAC regulations, gives District template for Bid Selection and assists in how to complete form
- Creates and files 471 and Item 21 Attachments and answers PIA questions from USAC
- Creates Summary sheets, outlining District requests
- Creates Disbursement sheets, showing the Districts where they received or did not receive their funding in previous years
- Updates District on progress of applications, reviews and forms
- Completes and files all service provider forms (ATT Existing Services List and Certification, Data Gathering Forms, and Reimbursement forms)
- Files all California Teleconnect Fund (CTF)/ Discount Advanced Services (DAS) applications and E-rate Growth pages
- Files 486
- Files Form 500, if applicable
- Files BEARs
- Files appeals, if applicable, and any other necessary E-rate and CTF forms
- Keeps E-rate binders updated for each District

a. References

Irvine Unified School District

5050 Barranca Parkway Irvine, CA. 92604-4652

Mark Reider, Director of Information Services

949 936 5125; mreider@iusd.org

Dates of Service: 2003-Current (NvLS Professional Services, LLC)

Description of Service: All E-rate and CTF Services (see definition above)

Contract amount: Under \$10,000

Sweetwater Union High School District

1130 Fifth Avenue Chula Vista, CA. 91911- 2812

Erika Madrid Gonzalez, Senior Administrative Assistant

619 585 7908 Erika.gonzales@suhsd.k12.ca.us

Dates of Service: 2007-Current (NvLS Professional Services, LLC)

Description of Service: All E-rate and CTF Services

Contract amount: Under \$22,000

Grossmont Union High School District

1100 Murray Drive El Cajon, CA. 92020

Guiselle Carreon, Director of Purchasing

619 644 8051 gcarreon@sdcoe.net

Dates of Service: 2008-Current (NvLS Professional Services, LLC)

Description of Service: All E-rate and CTF Services

Contract amount: Under \$20,000

Fremont Unified School District

4210 Technology Drive, Fremont, CA 94538

John Krull, Director of Technology,

510-657-2350 jkrull@fremont.k12.ca.us

Dates of Service: December 2011 to present (Rick Del Valle)

Description of Service: All E-Rate and CTF services

Contract amount: \$15,000

Pleasanton Unified School District

4665 Bernal Ave Pleasanton, CA 94566

Larry Lagatta, Director of Maintenance, Operations, and Transportation

925-426-4400 llagatta@pleasanton.k12.ca.us

Dates of Service: 2005-Current (Rick Del Valle)

Description of Service: All E-rate and CTF Services

Contract amount: Under \$10,000

San Lorenzo Unified School District

15510 Usher Street San Lorenzo, CA 94580

Lowell Shira, Assistant Superintendent-Business

510-317-4600 lshira@slzusd.org

Dates of Service: 2007-Current (Rick Del Valle)

Description of Service: All E-rate and CTF Services

Contract amount: \$10,000

b. Tasks our firm will perform

We will perform the same functions that we have provided for CUSD and our current clients and adhere to all of the services requested under your Scope of Services. These include:

- 1) Be available via phone, teleconference bridge, email or fax within the same day and appear in person within 24 hours.
- 2) Ensure all E-rate forms are in compliance.
- 3) Provide updates on applications, reviews and modifications progress.
- 4) Maintain a binder with all pertinent documents, given to the District at the closure of all funding.
- 5) Keep District informed of changes in Erate process and help staff take advantage of newly eligible services and products.
- 6) Assist with Technology Plan, as needed.
- 7) Work with staff to ensure all eligible services and products are included in the Erate process.
- 8) Research and evaluate 2-in-5 year rule for Internal Connections for the District.
- 9) Assist District in preparation of RFPs and that they are coordinated with 470 applications.
- 10) Prepare, submit and ensure certification of 470's with drafts for review.
- 11) Review and assist the bid process.
- 12) Verify that potential and selected service providers hold proper FCC certification.
- 13) Work with District and service providers to obtain all information for forms.
- 14) Prepare, submit and ensure certification of the 471 applications with drafts for review.
- 15) Prepare and file Item 21 attachments.
- 16) Review 471 applications for possible changes and submit those to SLD.
- 17) Respond to PIA questions for best outcome.
- 18) Manage and respond to higher level reviews and audit processes.

b. Tasks our firm will perform (continued)

- 19) File 486 form after verifying with District their CIPA compliance, approval of Tech Plan and service start dates. Handle SLD questions.
- 20) Work with the District and service providers to initiate E-rate discounts and verify that discounts are being received.
- 21) Work with District to prepare, submit and manage BEAR forms.

Additional / Optional Tasks not described in Scope of Work:

- As in the past three years, we will hold an annual meeting with CUSD to prepare for the 470 application, review E-rate changes and additions, review past years' applications and disbursements.
- File all California Teleconnect Fund (CTF)/ Discount Advanced Services (DAS) applications and E-rate Growth pages.
- Complete outstanding forms and paperwork for previous E-rate funding years
- Provide Summary sheets of 471 Funding Requests, showing what services and by whom
- Provide Summary of Disbursements for current and past years to show where the funding has or has not been received and analyze if there is some "unfound" funding to obtain
- Provide E-rate alerts and updates throughout the year
- Provide Open Door policy; whenever there are questions or concerns, contact NvLS Professional Services, LLC and we'll navigate through them with honesty and integrity

3. Fees/Services Schedule

For the performance of the items listed above, the rate will be \$19,000. **Pricing Sheet attached.** The cost for Technology Planning Assistance, which is assisting the District with incorporating eligible services into the Tech Plan, making sure that the Tech Plan is current and certified is \$125 per hour. The cost for Audit Assistance is \$125 per hour or negotiable, dependent on requirements. Depending on District involvement, the hours can be substantially reduced. Although very involved for the past three years, we have not charged the additional hours for Tech Plan and Selective Review assistance.

4. Additional Data

Letters of Recommendation: Can be provided upon request from any of the Districts mentioned above or from any of our sixty clients.

Testimonial 1: From Frank Azevedo, Fallbrook Union High School District, Director of Information, frank@fuhd.net

We have been working with Nancy von Langen-Scott of NVLS Consulting, her group is local to southern California. If I had found her a few years earlier, I might not have so much gray hair! She is fantastic to work with, and keeps me on the E-rate straight and narrow. Without going into specific numbers, her services have actually paid for themselves many times over by identifying and managing e-rate opportunities that we were overlooking.

Hats off to Nancy and her organization.

Testimonial 2:

*Nancy,
You amaze me. Thank you so much!*

*Elaine Heaps
Lakeside Union SD
Business Services
(619)390-2617
FAX (619)390-2564*

Testimonial 3:

Rick,

You've been a GREAT resource to us and we would be very happy to give you a glowing review to any potential clients that come your way!

*Patty van Looy
Telecommunications Specialist
Maintenance Department
Pleasanton Unified School District
925-426-4403
FAX: 925-426-0564
pvanlooy@pleasanton.k12.ca.us*

Testimonial 4:

Rick:

Although I am new to this detail of E-rate, Ted has always spoken highly of your work and I can now attest to that myself.

Thanks, Tim

*Timothy Erwin
Senior Director of Human Resources
Newark Unified School District
5715 Musick Ave., Newark, CA 94560
510-818-4242 work, 510-792-9681 fax*

Ongoing Commitment to Professional Education:

- Attend annual USAC E-rate training in Washington, DC and Los Angeles
- Attend annual CDE E-rate training and have been a panel member in past CDE training sessions
- Work with other E-rate Consultants for exchange solutions
- Attend other E-rate meetings or training from CETPA, HSN or CDE
- Stay in regular contact with E-rate and Account representatives from ATT, Cox, Time Warner, Nextel, ATT Mobility, Verizon, Vecotr, Edline, Verizon Wireless, etc.
- Stay in regular contact with USAC Client Service Bureau and USAC Technical Service Bureau
- Work with State of California, California Department of Education and HSN E-rate representatives for best practices

Total Number of Permanent Employees:

One, Nancy von Langen-Scott. Partnership with Rick Del Valle, E-rate Consultant and two part-time clerical staff.

Other:

- Rick Del Valle has had an excellent working relationship with CUSD's IT and accounting staff for the past three years. He has provided invaluable leadership in the E-rate process.
- With Rick's longevity at Pacific Bell/ATT of over 31 years, he represents a wide knowledge base for telecommunications, Internet and equipment. Because Rick has worked with E-rate and DAS applications since inception, he knows the intricate details necessary for E-rate funding.
- After designing, selling and implementing networks for K-12 and universities, Rick's expertise makes him invaluable to technology planning necessary for K-12 school districts.
- Rick has developed all types of RFP's (Priority I and II) and was able to assist Capistrano Unified School District develop a Technology Plan and RFP requirements to procure the necessary services.
- Because Nancy von Langen-Scott has a long history of working with CTF and E-rate (since their inception), she has the expertise to enable Capistrano Unified School District to reach its fullest potential in discounts.
- Because Nancy has 21 years with Pacific Telephone/Pacific Bell/SBC/ATT, she has an extensive knowledge of telecommunications, CALNET and customized contracts with a basic knowledge to discuss and formulate information for Internet connectivity and Internal connections.
- Because Nancy has a teaching and training background, she cultivates her relationships with her clients so they are confident and comfortable with her E-rate knowledge and skills and has the ability to explain the process to them.

5. Certification Request for Proposals (Attached)**6. Certification by Contractor of Criminal Records Check (Attached)**

7. Insurance Requirements for Sole Proprietor

Automobile Liability: \$1,000,000 (Attachment A)

Errors and Omission Insurance: \$2,000,000 (Attachment B).

8. W-9 Form (Attachment C)

9. Conflict of Interest Certification (Attached)

10. NonCollusion Declaration

11. Tobacco Use Policy

Interviews:

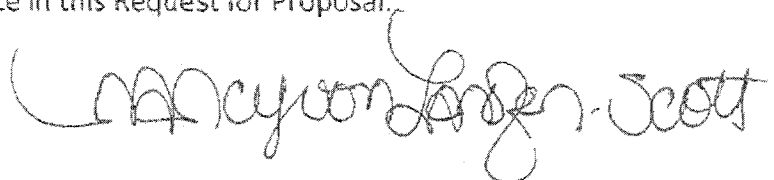
Currently, Nancy von Langen-Scott is available from Wednesday, June 6 – Friday, June 8, for a telephone or in-person interview. She will be out of the office and out of the country, May 27 - June 4, returning to the office on Tuesday, June 5, 2012. Please text her (858 722 4456) to set up an appointment or she will attempt to retrieve emails at nancyvls@sbcglobal.net.

Rick Del Valle worked more directly with Capistrano Unified School District for the past three years so you may wish to interview with him. To set up an appointment, he can be reached via email at: Rick.DelValle@yahoo.com or 510 457 5436. He is out of the country but will be able to participate in a phone interview June 4-8, 2012.

Summary

NvLS Professional Services, LLC is proud to participate in the Request for Qualifications for an E-rate Consultant for Capistrano Unified School District. We are a professional organization with an extensive background in telecommunications and vast experience with school districts, E-rate and California Teleconnect Funding. We look forward to continue our partnership with Capistrano Unified School District and providing them with premier E-rate Consulting.

Thank you for allowing us to participate in this Request for Proposal.



PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety.

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Services Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate
E-Rate Consulting -	\$19,000 - Total for
Including SCOPE OF WORK &	7/1/12 - 6/30/13
ADDITIONAL TASKS	

	Contract Price
Total Price for E-Rate Consultant Services	\$19,000
Total Price for Technology Planning Services	\$125/hr TBD
Total Price for Audit Assistance	\$125/hr TBD
Grand Total for all Services	\$19,000 PLUS

\$125/HR FOR AUDIT or TECH PLAN ASSISTANCE WHERE NECESSARY

NVLIS PROFESSIONAL SERVICES LLC

Print Name of Firm

NANCY VON LANGEN-SCOTT

Representative

84-1678547 EW

Federal I.D. #/License

(Nancy von Langen-Scott)
Authorized Signature

5/25/12

Date

SPECIAL TERMS AND CONDITIONS TO AGREEMENT
CONTRACT NO. I0910005

Article 9. Termination: Delete sentence: *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 CONTRACTOR.*

Article 11. Insurance: Professional Liability Insurance (Errors & Omissions) will be accepted in lieu of General Liability Insurance. Property damage coverage to be \$100,000.00 per each occurrence.

Exhibit A

AMENDMENT NO. 5 TO PROFESSIONAL SERVICE AGREEMENT

NO. PSA 1213005

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The “not to exceed” amount on Professional Services Agreement No. PSA 1213005 shall be amended to \$130,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: _____
Signature

Terry Fluent _____

Director, Purchasing _____

Date: _____

CONSULTANT

**Deafinitely Professional
Interpreting Services**

By: _____
Signature

Print Name

Title

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").

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

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

WHEREAS, CONSULTANT is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis thereafter 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 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 \$160,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

CONSULTANT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

Signature: Nancy A. Quarles

Name: Nancy Quarles

Title: Vice President, Human Services

Address: 410 N Fairview

Santa Ana CA 92703

Email Address: nancy@scacsd.org

FEIN/SSN 95-1649678

EXHIBIT A
FEE SCHEDULE

Deafinitely Professional Interpreting, a
Division of Goodwill Industries of Orange county
200 n. Fairview
Santa Ana, CA 92703
(714) 547-6308 X 357
(714) 480-7832
Email: nancy@ocgoodwill.org

Interpreter services
\$60.00 per hour if paid by check

Contractor will invoice district for exact number of hours Interpreting services are
provided to student.

District shall give Contractor 24 hours notice for student absents, if no notice is given
to Contract district shall pay Contractor a maximum two (2) hours for arriving at school
site where services are requested.

By: Nancy A. Grunley

Date: 6-25-2012

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

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

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

By: Nancy A. Umale Date: 6-25-12

AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. PSA 1213005

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213005 shall be amended to \$162,000 for additional services requested by the District

Except as set forth in this Amendment, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Deafinitely Professional
Interpreting Services

By: [Signature]
Signature

By: [Signature]
Signature

Terry Fluent

Nancy A. Quarles
Print Name

Director, Purchasing

V.P. Human Services
Title

Date: 12/17/12

Date: 11-27-12

AMENDMENT TO MASTER CONTRACT AGREEMENT
NO 2. PSA 1213005

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The fee schedule on Professional Services Agreement No. PSA 1213005 shall be amended to include parent services as requested by the District.

Except as set forth in this Amendment, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Deafinitely Professional
Interpreting Services

By: Terry Fluent
Signature

By: Nancy A. Charles
Signature

Terry Fluent

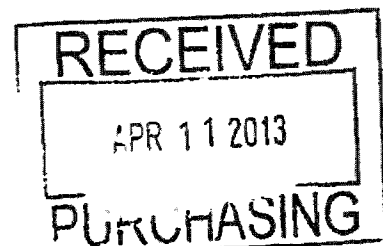
Nancy A. Charles
Print Name

Director, Purchasing

VP Human Services
Title

Date: 4/16/13

Date: 4-17-2013



AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. 3 PSA 1213005

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213005 shall be amended to \$222,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Deafinitely Professional
Interpreting Services

By: Terry Fluett
Signature

By: Nancy A. Quarles
Signature

Terry Fluett

Nancy A. Quarles
Print Name

Director, Purchasing

Nice Pres. A.S.
Title

Date: 5/31/13

Date: 5/10/2013

EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213005

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement PSA 1213005 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Deafinitely Professional Interpreting Services shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$120,000.

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

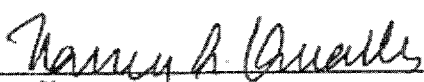
**Deafinitely Professional Interpreting
Services**

By: 
Signature

Terry Fluent

Director, Purchasing

Date: 8/12/13

By: 
Signature

Nancy D. Quarter
Print Name

V.P. Human Services
Title

Date: 7-17-2013

Professional Services De
**AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. 4 PSA 1213005**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement No. PSA 1213005 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213005 shall be amended to \$248,460 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 27, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

**Deafinitely Professional
Interpreting Services**

By: *Terry Fluent*
Signature

By: *[Signature]*
Signature

Terry Fluent

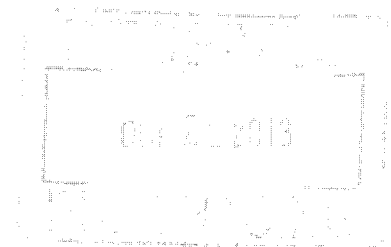
Kim A. Seebach
Print Name

Director, Purchasing

CEO
Title

Date: 10/28/13

Date: 10/2/13



EXTENSION NO. 2 OF AGREEMENT PSA 1213005

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

Professional Services Agreement PSA 1213005 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Deafinitely Professional Interpreting Services shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$140,000.

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

**Deafinitely Professional Interpreting
Services**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

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

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER

The Agreement between Capistrano Unified School District and Providence Speech and Hearing Center was extended for the period of July 1, 2013, through June 30, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall be amended not to exceed \$20,500 annually. This amount may be increased by mutual agreement of both parties by written amendment.

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

Capistrano Unified School District

Providence Speech and Hearing Center

By: _____
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").

PROVIDENCE SPEECH AND HEARING CENTER

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Paul Lopez

Name: Paul Lopez

Title: CWO/CEO

Address: 1301 Providence Ave

Orange, CA 92668

Email Address: plopez@PSHC.org

FEIN/SSN 95-6154473

EXHIBIT A
FEE SCHEDULE

PROVIDENCE SPEECH AND HEARING CENTER

SCHOOL DIS CODES	DESCRIPTION	CHARGE
53	Pediatric Audiological Evaluation(0-7 years)	\$300.00
53	Audiological Evaluation	\$285.00
53	Auditory Brainstem Response	\$445.00
53	Central Auditory Processing, Comprehensive	\$1,750.00 **
53	Otoacoustic Emissions, Extended	\$120.00
53	Other audiology service	\$135/hr
53	Audio Consult Brief	\$135/hr
50	Speech & Language Evaluation	\$300.00
50	Other speech services	\$135/hr
50	Speech Therapy	\$150/ 1 hr session
50	Speech Therapy	\$95/ 1/2 hr session
50	Jumpstart or Speech group Therapy, per hour	\$55 / 1hr
57	OT Evaluation	\$ 150.00
57	OT Therapy	\$135 / 1hr
50, 53, 57	**IEP/FSP Out of Center Meeting	\$135 / 1hr
50, 53, 57	(**IEP charge is inclusive of all preparation time which includes any meetings or litigations, preparation of special documentation and "out of the ordinary" phone calls.)	
50, 53, 57	**IEP/FSP Cancellation without a 48 hour notice	\$135 / 1hr
50, 53, 57	Out of Center contact time and travel Audio, Speech, OT	\$135 / 1hr

**The following appointments are required for Comprehensive APD Appointment:

- 1) Documentation Review by Audiologist 1/2 hour
- 2) Documentation Review by Speech Pathologist 1 hour
- 3) Initial APD appointment (includes Audiological Evaluation)
- 4) Speech and Language Evaluation
- 5) Final APD appointment

By:  Date: 8/27/2012

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: _____

Date: _____

8/27/2012

EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213025

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER

Professional Services Agreement No. PSA 1213025 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Providence Speech and Hearing Center shall be extended an additional 12 months, for the period July 1, 2013 through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$4,000.

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

Capistrano Unified School District

Providence Speech and Hearing Center

By: 
Signature

By: 
Signature

Terry Fluent

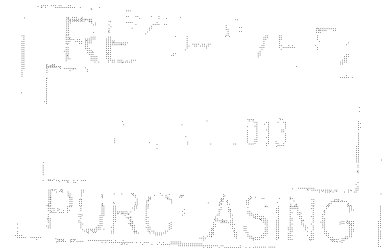
Paul Lopez
Print Name

Director, Purchasing

CEO/CEO
Title

Date: 8/1/13

Date: July 8, 2013



AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO.
PSA 1213025

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER


The Agreement between Capistrano Unified School District and Providence Speech and Hearing Center was extended for the period of July 1, 2013, through June 30, 2014.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall be amended not to exceed \$14,000 annually. This amount may be increased by mutual agreement of both parties by written amendment.

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

Capistrano Unified School District

Providence Speech and Hearing
Center

By: 
Signature

By: 
Signature

Terry Fluent

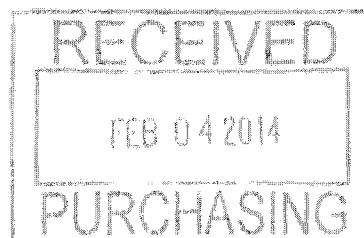
RAUL LOPEZ
Print Name

Director, Purchasing

CFO / COO
Title

Date: 2/13/14

Date: 1/30/14



EXTENSION NO. 2 OF AGREEMENT PSA 1213025

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROVIDENCE SPEECH AND HEARING CENTER

Professional Services Agreement No. PSA 1213025 called for an original contract period of July 1, 2012, through June 30, 2013.

The agreement with Providence Speech and Hearing Center shall be extended an additional 12 months, for the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$15,000.

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

Capistrano Unified School District

Providence Speech and Hearing Center

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

**EXTENSION NO. 2 TO PROFESSIONAL SERVICE AGREEMENT
NO. PSA 1213030**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

Professional Services Agreement No. PSA 1213030 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Brenda Crary shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

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

Capistrano Unified School District

Brenda Crary

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").

BRENDA CRARY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$40,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Brenda Crary

Name: Brenda Crary

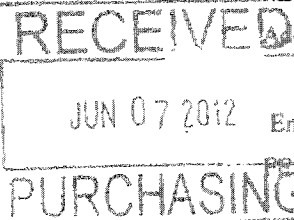
Title: Marriage, Family Therapist

Address: 33 Camino Azules

San Clemente, CA 92673

Email Address: brenda.crary@cox.net

PERM/SSN: 564-23 3400



**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213030**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

Professional Services Agreement No. PSA 1213030 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213030 shall be amended to \$41,080 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Brenda Crary

By: 
Signature

By: 
Signature

Terry Fluent

Brenda Crary
Print Name

Director, Purchasing

Marriage Family Therapist
Title

Date: 8/21/12

Date: 8-11-12

EXTENSION OF AGREEMENT NO. PSA 1213030

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY


Professional Services Agreement No. PSA 1213030 called for an original contract period of July 1, 2012 through June 30, 2013.

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

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

Capistrano Unified School District

Brenda Crary

By: 
Signature

By: 
Signature

Terry Fluent

Brenda Crary
Print Name

Director, Purchasing

Contracted Counselor
Title

Date: 6/6/13

Date: 5-16-13

Exhibit A

FEE SCHEDULE

Brenda Crary
33 Camino Azulejo
San Clemente, CA 92673
brendacrary@cox.net
949-939-4701

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent or collateral counseling session focusing on IEP related goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goals.
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. Offer a fall and spring parenting class on a topic such as Social Skills Training to help parents learn how to teach social skills to their children who struggle with social interactions.

Term of Contract: September 2013-June 2014

Hourly rate: \$60.00


Brenda Crary, MFT

5-22-13
Date

EXTENSION NO. 2 OF AGREEMENT PSA 1213030

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

Professional Services Agreement No. PSA 1213030 called for an original contract period of July 1, 2012 through June 30, 2013.

The agreement with Brenda Crary shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$40,000.

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

Capistrano Unified School District

Brenda Crary

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

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

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

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

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

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

DISTRICT

By: Terry Fluett

Name: Terry Fluett

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Trevor L. Blackman

Name: TREVOR L. BLACKMAN

Title: PRESIDENT

Address: 30151 TOWN CENTER DRIVE #205
Laguna Niguel, CA 92677

Email Address: trevor@lc-homecare.com

FEIN/SSN 45-4788136

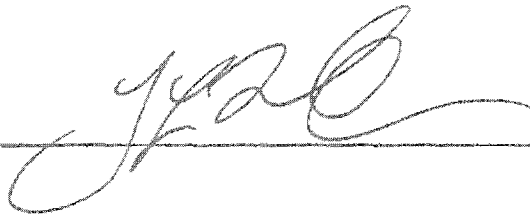
EXHIBIT A

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

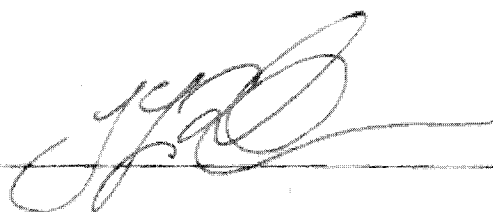
SPECIAL CONDITIONS

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

By:  Date: 6/20/12

Exhibit A

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

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

TREVA L. BLACKMAN
Print Name

Director, Purchasing

President
Title

Date 11/26/12

Date 10/17/12

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. 3 PSA 1213034

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

LEISURE CARE REFERRAL AGENCY, INC.

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Leisure Care Referral Agency, Inc.

By: Terry Fluert
Signature

By: Trevor L. Blackann
Signature

Terry Fluert

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

Terry Fluent

Director, Purchasing

Date: _____

1/21/14

By: _____

Signature

T. L. Blackann

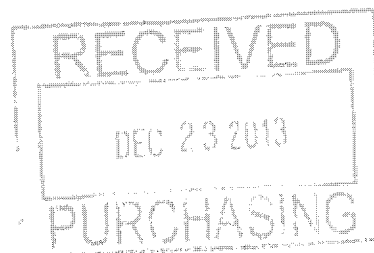
Print Name

PRESIDENT

Title

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. 1 TO PROFESSIONAL SERVICE AGREEMENT
NO. PSA 1213102**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYNTEX GLOBAL

The Professional Service Agreement PSA 1213102 with Capistrano Unified School District and Syntex Global called for an original contract period of September 1, 2012, through August 31, 2013.

The contract with Capistrano Unified School District and Syntex Global shall be amended with a not to exceed contract amount of \$16,000.

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

CONSULTANT

DISTRICT

Capistrano Unified School District

Syntex Global

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 8/21/13 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SYNTEX GLOBAL

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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 Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 8/20/12

CONSULTANT

Signature: [Signature]

Name: SEYLA LEM

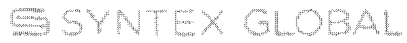
Title: CEO

Address: 2040 Bancroft Way, Ste. 400B
Berkeley, CA 94704

Email Address: seyla@syntexglobal.com

FEIN/SSN 45-3088112

Exhibit A
Fee Schedule



2040 Bancroft Way, Ste. 400B, Berkeley, CA 94704 * P: 510.628.6088 * F: 877.821.8156 * www.syntexglobal.com * info@syntexglobal.com

Syntex Global
RATES_T2

Service	Unit Type	Rate per Unit	Minimum Charge
Translation	Source Word	\$0.29	\$150
Transcription	Audio Minute	\$35	\$150
Interpreting (On-Site)	Hour	\$85	\$170
Interpreting (Phone)	Minute	\$1.90	\$28.50
Mileage	Miles	\$0.51	N/A

____ Syntex Initial

____ Contractor Initial

By: _____

Date: _____

189

EXTENSION OF PROFESSIONAL SERVICE AGREEMENT PSA 1213102

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYNTEX GLOBAL

The Professional Service Agreement PSA 1213102 with Capistrano Unified School District and Syntex Global called for an original contract period of September 1, 2012, through August 31, 2013 for a not to exceed amount of \$12,000.

The contract with Capistrano Unified School District and Syntex Global shall be extended an additional twelve (12) months, covering the period September 1, 2013, through August 31, 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 20, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: [Signature]
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: 8/1/13

DISTRICT

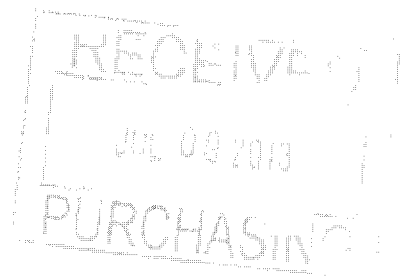
Syntex Global

By: [Signature]
Signature

SEYCH LIM
Print Name

Founder
Title

Date: 6/30/13



**Exhibit A
Fee Schedule**

SYNTEX GLOBAL

2040 Bancroft Way, Ste 400B, Berkeley, CA 94704 * P. 510.628.6088 * F. 877.821.8156 * www.syntexglobal.com * Info@syntexglobal.com

**Syntex Global
RATES_T2**

Service	Unit of Measure	Hourly Rate	Minimum Charge
Translation	Source Word	\$0.29	\$150
Transcription	Audio Minute	\$35	\$150
Interpreting (On-Site)	Hour	\$85	\$170
Interpreting (Phone)	Minute	\$1.90	\$28.50
Mileage	Miles	\$0.51	N/A

____ Syntex Initial

____ Contractor Initial

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213115**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MARY BESTGEN

The Independent Contractor Agreement ICA 1213115 with Capistrano Unified School District and Mary Bestgen called for an original contract period of September 11, 2012, through September 10, 2013.

The contract with Capistrano Unified School District and Mary Bestgen shall be extended an additional twelve (12) months, covering the period September 11 2013, through September 10, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$10,200.

Except as set forth in this Extension Agreement, and Board approved on September 10, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

Mary Bestgen

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 9-11-12, 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").

MARY BESTGEN

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 \$9408.00 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 9/11/12-9/10/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 9/11/12

Signature: Mary Bestgen
 Name: Mary Bestgen
 Title: MIND Music Consultant
 Address: 33801 Diana Dr.
Dana Point, CA 92629
 Email Address: mrsbestgen@gmail.com
 FEIN/SSN: 569 29 4292

FEE SCHEDULE

Mary Bestgen
33775 Diana Drive
Dana Point, CA 92629
949.573.8798

mrsbestgen@gmail.com

MIND Music Keyboard Consultant
Oak Grove Elementary School Students
Grades 2 and 3

Rate of Pay - \$40.00/hour

Hours per week - Not to exceed 6.6 hours with students
.7 hours Prep Time

Dates - Effective September 24, 2012 – June 7, 2013

Excludes all school and student holidays and
furlough days

No consideration is given for sick days,
holidays, or furlough days

Mary Bestgen
Mary Bestgen

8/14/12

Date

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213115**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MARY BESTGEN

The Independent Contractor Agreement ICA 1213115 with Capistrano Unified School District and Mary Bestgen called for an original contract period of September 11, 2012, through September 10, 2013.

The contract with Capistrano Unified School District and Mary Bestgen shall be extended an additional twelve (12) months, covering the period September 11 2013, through September 10, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$9,000.

Except as set forth in this Extension Agreement, and Board approved on September 10, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: Terry Fluent

Signature

Terry Fluent

Print name

Director, Purchasing

Title

Date: 9/20/13

DISTRICT

Mary Bestgen

By: Mary Bestgen

Signature

Mary Bestgen

Print Name

MIND Music Keyboard Consultant

Title

Date: Sept. 1, 2013

FEE SCHEDULE

Mary Bestgen
33801 Diana Dr.
Dana Point, CA 92629
949 573-8798

mrsbestgen@gmail.com

MIND Music Keyboard Consultant
Oak Grove Elementary School
Grades 2 and 3

Rate of Pay: \$40.00/hour

Hours and Dates: per contract

<u>Mary Bestgen</u>	<u>8/20/13</u>
Mary Bestgen	Date

**AMENDMENT NO. 6 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Independent Contractor Agreement ICA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be increased to \$165,000 and amended at the rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and originally board approved on October 25, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 10-25-12, by and between Capistrano Unified School District, located at 31122 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")

SUNBELT STAFFING, LLC

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

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

WHEREAS, 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 \$33,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties

Term of Agreement. The term of this base Agreement is for one year commencing 10/08/12-10/07/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 10/24/12

CONTRACTOR

Signature: [Signature]
 Name: Jana Zander
 Title: Director of Administration
 Address: 3687 Tampa Road, Suite 200
Oldsmar, FL 34677
 Email Address: jana.zander@sunbeltstaffing.com
 FETN/SSN: 69-3875910

EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$73.00 per hour

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____

Charles Decker

Date: _____

6/24/13

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC.

Professional Services Agreement No. PSA 1213157 called for services to be rendered at the rates shown in the agreement.

The Professional Services Agreement No. PSA 1213157 shall be changed to an Independent Contractor Agreement No. ICA 1213157, incorporating all general conditions of the new contract.

Except as set forth in this Amendment, and Board approved on October 24, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: [Signature]
Signature

By: [Signature]
Signature

Terry Fluent

Tom Zander
Print Name

Director, Purchasing

Dir of Admin
Title

Date: 2/12/13

Date: 2/13/2013

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Professional Services Agreement No. PSA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2013.

Except as set forth in this Amendment, and Board approved on October 24, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: Terry Fluett
Signature

Terry Fluett

Director, Purchasing

Date: 7/2/13

CONSULTANT

Sunbelt Staffing, L.L.C.

By: Hussam Gender
Signature

Hussam Gender
Print Name

Managing Director
Title

Date: 6-20-13

EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213157

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

The Professional Services Agreement PSA 1213157 with Capistrano Unified School District and Sunbelt Staffing, LLC. called for an original contract period of October 8, 2012, through October 7, 2013.

The contract with Capistrano Unified School District and Sunbelt Staffing, LLC., shall be extended an additional twelve (12) months, covering the period October 8, 2013, through October 7, 2014.

Except as set forth in this Extension Agreement, and Board approved on October 24, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: [Signature]
Signature

By: [Signature]
Signature

Terry Fluent

[Print Name]
Print Name

Director, Purchasing

Dir of Admin
Title

Date: 10/14/13

Date: 10/07/2015

EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240


Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$75.00 per hour

Rate will increase by a minimum of \$4.00 per hour for each consecutive assignment.

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By



Date:



AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213157

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Independent Contractor Agreement ICA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be increased to \$30,000 and amended to reflect the new rates as shown in Exhibit A to this amendment effective December 2, 2013.

Except as set forth in this Amendment, and Board approved on October 25, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: [Signature]
Signature

Terry Fluent

Director, Purchasing

Date: 11/21/14

CONSULTANT

Sunbelt Staffing, LLC.

By: [Signature]
Signature

Howard Gerber
Print Name

Managing Director
Title

Date: 12/23/12

EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$73.00 per hour
Speech Language Pathologist Assistant \$55.00 per hour

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____

Date: _____

**AMENDMENT NO. 4 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC


Independent Contractor Agreement ICA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be increased to \$70,000 and amended at the rates as shown in Exhibit A to this amendment.

Except as set forth in this Amendment, and Board approved on October 25, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

Terry Fluent

Director, Purchasing

Date: 5/30/14

CONSULTANT

Sunbelt Staffing, LLC.

By: 
Signature

Howard Geber
Print Name

Managing Director
Title

Date: 2/10/14

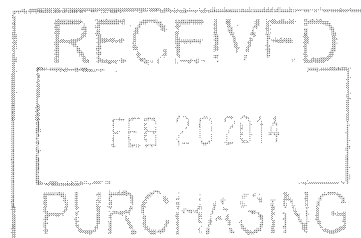


EXHIBIT A

FEE SCHEDULE

Sunbelt Staffing, LLC
3687 Tampa Road, Suite 200
Oldsmar, FL 34677-3613
(866)314-9240

Remit to: P O Box 1024640
Atlanta, GA 30368-4640
(800)659-1522

Speech Language Pathologist - \$73.00 per hour
Speech Language Pathologist Assistant \$55.00 per hour

Mileage: If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the current IRS reimbursement rate.

By: _____

Date: _____

**AMENDMENT NO. 5 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213157**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SUNBELT STAFFING, LLC

Independent Contractor Agreement ICA 1213157 called for services to be rendered at the rates shown in the agreement.

The contract with Sunbelt Staffing, LLC shall be increased to \$150,000 and amended at the rates as shown in Exhibit A to this amendment.


Except as set forth in this Amendment, and originally board approved on October 25, 2012 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Sunbelt Staffing, LLC.

By: 
Signature

By: 
Signature

Terry Fluent

Terry Junder
Print Name

Director, Purchasing

Dir. of Admin
Title

Date: 5/30/14

Date: 05/23/2014

**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1314163**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MERCURY TOURS

Independent Contractor Agreement No. ICA 1314163 with Capistrano Unified School District and Mercury Tours called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1314163 shall be amended to \$4,070.95 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on March 26, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Mercury Tours

By: _____
Signature

By: _____
Signature

Terry Fluent _____

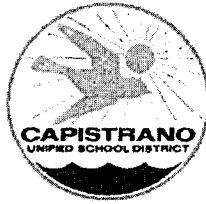
Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



FEE SCHEDULE
PERIOD March 27, 2014 to June 30, 2014

COMPANY NAME: MERCURY TOURS
REP NAME: FRANCIS VIDUYA
E-MAIL ADDRESS: mercurytrav@yahoo.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Bus Charter Service

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
Apr 16 FROM 8:40 AM - 3:00 PM	\$ 860.00
Apr 17 FROM 8:30 AM - 9:30 PM	\$ 1407.00
Apr 18 FROM 8:30 AM - 2:00 PM	\$ 720.00

PARTS PERCENTAGE MARK-UP:

NA
NA

ANY ADDITIONAL CHARGES:

\$ 120.00 PER HOUR IF IT GOES BEYOND THE ENDING TIME.
10% Gratuity to be added on Total Amount. Bridge Tolls
are \$ 18.00. Parking @ cost if any.

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1314163**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MERCURY TOURS

Independent Contractor Agreement No. ICA 1314163 with Capistrano Unified School District and Mercury Tours called for services to be rendered at the rates shown in the agreement.


The "not to exceed" amount on Independent contractor Agreement No. ICA 1314163 shall be amended to \$3,710 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on March 26, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Mercury Tours

By: 
Signature

By: 
Signature

Terry Fluent

JAKE JACOBSEN
Print Name

Director, Purchasing

PRESIDENT
Title

Date: 6/9/14

Date: 5.20.2014

**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement for Contracted Services ("Agreement") is effective as of March 27, 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").

Mercury Tours

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 \$3,500.00 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 March 27, 2014 to June 30, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT**CONTRACTOR**

By

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: MARCH 26, 2014

Signature

Name: Mercury Tours

Title:

Address 180 SOUTH LINCOLN AVEEmail Address: mercurytours@yahoo.comFEIN/SSN 94-2897655

**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
NO. MCA 1415023**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SPECTRUM CENTER ROSSIER PARK ELEMENTARY

Master contract Agreement No. MCA 1415023 called for services to be rendered at the rates show in the agreement.

The contract with Spectrum Center Rossier Park Elementary shall be amended to reflect the new fee schedule rates as shown in Exhibit A to this agreement.

Except as set forth in this Amendment, and Board approved June 11, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Spectrum Center Rossier Park
Elementary**

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A: RATES

CONTRACTOR Spectrum Center Rossier CONTRACTOR 30-66621-6130553 2014-2015
Park Elementary NUMBER
 (NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 8 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>\$158.50</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 Zone 1	<u>\$35.50</u>	<u>Daily</u>
	b. Transportation – Round Trip Zone 2	<u>\$40.50</u>	<u>Daily</u>
	c. Transportation – Round Trip Zone 3	<u>\$45.50</u>	<u>Daily</u>
	d. Transportation – Round Trip Zone 4T	<u>\$55.50</u>	<u>Daily</u>
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	<u>\$66.00</u>	<u>Per hour</u>
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	<u>\$90.00</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>\$15.50</u>	<u>Per hour</u>
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	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		
(10)	Nursing Services		
(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.



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").

SPECTRUM CENTER ROSSIER PARK ELEMENTARY

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"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Spectrum Center Rossier CONTRACTOR 30-66621-6130553 2014-2015
Park Elementary NUMBER
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 8 Classrooms If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed
Total LEA enrollment may not exceed

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

Rate	Period
<u>\$158.50</u>	<u>Daily</u>

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

B. Related Services

(1)	a. Transportation – Round Trip Zone 1	<u>\$36.50</u>	<u>Daily</u>
	b. Transportation – Round Trip Zone 2	<u>\$42.00</u>	<u>Daily</u>
	c. Transportation – Round Trip Zone 3	<u>\$47.00</u>	<u>Daily</u>
	d. Transportation – Round Trip Zone 4T	<u>\$57.00</u>	<u>Daily</u>
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual	<u>\$66.00</u>	<u>Per hour</u>
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual	<u>\$90.00</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>\$15.50</u>	<u>Per hour</u>
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	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		

**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
NO. MCA 1415025**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SPECTRUM CENTER ROSSIER PARK SCHOOL

Master contract Agreement No. MCA 1415025 called for services to be rendered at the rates show in the agreement.

The contract with Spectrum Center Rossier Park School shall be amended to reflect the new fee schedule rates as shown in Exhibit A to this agreement.

Except as set forth in this Amendment, and Board approved June 11, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Spectrum Center Rossier Park
School**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A: RATES

CONTRACTOR Spectrum Center- CONTRACTOR 30-66514-6926471 2014-2015
Rossier Park School NUMBER
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 15 Classrooms If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

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

Rate	Period
<u>\$158.50</u>	<u>Daily</u>

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

B. Related Services

(1)	a. Transportation – Zone 1	<u>\$35.50</u>	<u>Daily</u>
	b. Transportation – Zone 2	<u>\$40.50</u>	<u>Daily</u>
	c. Transportation – Zone 3	<u>\$45.50</u>	<u>Daily</u>
	d. Transportation – Zone 4	<u>\$55.50</u>	<u>Daily</u>
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	<u>\$66.00</u>	<u>Per hour</u>
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	<u>\$90.00</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>\$15.50</u>	<u>Per hour</u>
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
(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.

**By credentialed Special Education Teacher.



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").

SPECTRUM CENTER ROSSIER PARK SCHOOL

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2014 through June 30, 2015.

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

☒ 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 Spectrum Center- CONTRACTOR 30-66514-6926471 2014-2015
Rossier Park School NUMBER
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 15 Classrooms If blank, the number shall be as determined by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed
 Total LEA enrollment may not exceed

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

Rate	Period
\$158.50	Daily

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

B. Related Services

(1) a. Transportation – Zone 1	\$36.50	Daily
b. Transportation – Zone 2	\$42.00	Daily
c. Transportation – Zone 3	\$47.00	Daily
d. Transportation – Zone 4	\$57.00	Daily
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual	\$66.00	Per hour
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	\$90.00	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)	\$15.50	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		
(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.
 **By credentialed Special Education Teacher.

**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
NO. MCA 1415029**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MAXIM HEALTHCARE SERVICES, INCORPORATED

Master contract Agreement No. MCA 1415029 called for services to be rendered at the rates show in the agreement.

The contract with maxim Healthcare Services, Incorporated shall be amended to reflect the new fee schedule rates as shown in Exhibit A to this agreement.

Except as set forth in this Amendment, and Board approved June 25, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Maxim Healthcare Services,
Incorporated**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A: RATES

CONTRACTOR Maxim Healthcare Services, Inc. CONTRACTOR NUMBER 1A-30-090 2014-2015
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 5 Students If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

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

Rate	Period
_____	_____
_____	_____
_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Nursing Services	_____	_____
	a. Registered Nurse (RN)	\$49.00	Per hour
	b. Licensed Vocational Nurse (LVN)	\$36.00	Per hour
	c. Certified Home Health Aide/Nursing Assistant	\$25.00	Per hour

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of June 26, 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").

MAXIM HEALTHCARE SERVICES, INCORPORATED

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

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

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

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

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

Term of Agreement. The term of this Agreement is for 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 Maxim Healthcare Services, Inc. CONTRACTOR NUMBER 1A-30-090 2014-2015
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 5 Students If blank, the number shall be as determine by CDE Certification.

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

Rate	Period
_____	_____
_____	_____
_____	_____

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

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
(10)	Nursing Services	_____	_____
	a. Registered Nurse (RN)	\$47.50	Per hour
	b. Licensed Vocational Nurse (LVN)	\$43.70	Per hour
	c. Certified Home Health Aide/Nursing Assistant	\$24.70	Per hour

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

**By credentialed Special Education Teacher.

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an agreement between the **CAPISTRANO UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2014.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

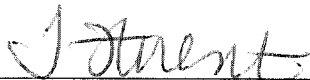
NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

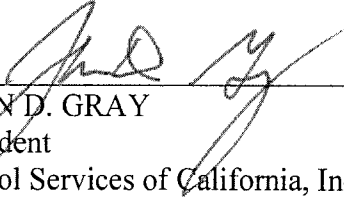
1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Unlimited access to the Consultant's online workshops, which include:
 - i. Fiscal Aspects of Negotiations
 - ii. Fiscal Implications of School District Reorganization
 - iii. Associate Student Body
 - iv. Attendance Accounting
 - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
 - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

- e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
 - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
 - g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.
3. The Client agrees to pay to Consultant for services rendered under this Agreement:
- a. \$3,420 annually, plus expenses, or payable at \$285 per month, plus expenses, upon receipt of a billing from Consultant
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

4. This Agreement shall be for the period of one year, beginning July 1, 2014, and terminating June 30, 2015. This Agreement may be terminated prior to June 30, 2015 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
5. It is expressly understood and agreed to by both parties that Consultant, while 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 Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY:  DATE: 6/17/14
Capistrano Unified School District

BY:  DATE: May 13, 2014
JOHN D. GRAY
President
School Services of California, Inc.

ADDENDUM A TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page is the **CADIE** and **SABRE** order form.

The Comparative Analysis of District Income and Expenditures (**CADIE**) is a comprehensive computer-generated report comparing your district's revenues and expenses to those of 40 other districts of your choice throughout the state. (Two reports with 20 districts in each). Well over 300 comparisons are made using Standardized Account Code Structure and California Basic Educational Data System data available from the California Department of Education (CDE).

The **CADIE** includes comparative graphic data showing expenditures by average daily attendance (ADA), tabular information showing per ADA and percentage distribution of district revenue and expenses, and staffing levels for certificated and classified nonmanagement and administrative personnel, as well as historical data.

The Salary And Benefits Report (**SABRE**) is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and compares your district's certificated nonmanagement salary and benefits schedule with those of 40 other districts of your choice. (Two reports with 20 districts in each).

The **SABRE** includes comparative tables and graphic displays for salaries, benefits, and total compensation. It also includes the actual salary and benefit schedules for the selected districts, as well as comparisons of entry level, average, and maximum salaries in ranking order and with historical comparisons.

The analytical uses of the **CADIE** or **SABRE** reports are unlimited. If these products are needed for negotiations, they are claimable as a mandated cost reimbursement—with the exception of local educational agencies opting into the mandate block grant.

Please check the appropriate items below:

<input type="checkbox"/> CADIE Only	\$400	<input type="checkbox"/> Use the same districts as last year	<input type="checkbox"/> Current year* 2012-13
<input type="checkbox"/> SABRE Only	\$250	<input type="checkbox"/> Use districts of similar type and size	<input type="checkbox"/> Next year** 2013-14
<input type="checkbox"/> CADIE & SABRE	\$600	<input type="checkbox"/> Call me to discuss comparative group	

*Reports are a year behind as the data is released by the CDE.

**Next year: SABRE will be released in December 2014, CADIE will be released in May 2015.

District Name: _____

Contact Name and Title: _____

Address (no P.O. Boxes Please): _____

Telephone with extension: _____

Email: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

Capistrano Unified School District

Bid No. 1415-01
Audio Visual Equipment

Bid Opening
Wednesday, May 28th, 2014, 10:00 a.m.
Bid Recap

Item No.	Equipment	*Advantage Imaging Supply	Auditory Instruments	*AVES	B&H Photo & Video	CA Western Visuals	*Camcor	DI Technology Group	Digital Networks Group	Earthwalk Comm	*Golden Star Tech	*Pathway Comm.	*PC & Mac Exchange	*Pro SLV	School Specialty	*Troxe	*Ward's Media Tech
	CHARGING / SECURITY CARTS																
1	Balt Odyssey High Capacity Tablet Charging Cart BAL27706A EarthWalk ChromeCart 48 (E-CC48V-ACS) *Pending District Evaluation	\$898	\$1,025	\$986	NB	NB	\$995.48	NB	NB	\$1,199* 50+ units to same location Add \$100: 11-49 units Add \$200: 2-10 units Add \$350: 1 unit	\$1,087.59	\$998	\$1,033.50	NB	\$977.88	\$848	NB
2	Anywhere Cart AC40Pro EarthWalk ChromeCart 40 (E-CC40-ACS) *Pending District Evaluation	NB	\$1,600	NB	NB	NB	NB	NB	NB	\$1,299* 50+ units to same location Add \$100: 11-49 units Add \$200: 2-10 units Add \$350: 1 unit	NB	NB	\$1,249	NB	NB	NB	NB
3	Bretford NETBOOK 42-CT EarthWalk ChromeCart 45 (E-CC45-ACS) *Pending District Evaluation	NB	\$2,000	NB	NB	NB	\$1,943	\$1,883	NB	\$1,449* 50+ units to same location Add \$100: 11-49 units Add \$200: 2-10 units Add \$350: 1 unit	\$1,790.59	\$2,124	\$1,818	NB	\$1,927.06	\$1,995.75	\$1,998
4	Aver Tabcharge CT2 Anywhere Cart AC40Pro Anthro Compact 40-Unit Charging Cart PN: TAB40SS-RD4	NB		NB	NB	NB	\$1,242	NB	NB	\$1,449* 50+ units to same location Add \$100: 11-49 units Add \$200: 2-10 units Add \$350: 1 unit	\$1,817.75	\$1,724	\$1,249	NB	NB	\$1,296.70	NB
			\$1,025														

Capistrano Unified School District

Bid No. 1415-01
Audio Visual Equipment

Bid Opening
Wednesday, May 28th, 2014, 10:00 a.m.
Bid Recap

Item No.	Equipment	* Advantage Imaging Supply	Auditory Instruments	*AVES	B&H Photo & Video	CA Western Visuals	*Camcor	DI Technology Group	Digital Networks Group	Earthwalk Comm	*Golden Star Tech	*Pathway Comm.	*PC & Mac Exchange	*Pro SLV	School Specialty	*Troxell	*Ward's Media Tech
	EarthWalk MiniMax 40 (E-MN40-ACS) * Pending District Evaluation									\$1249* 50+ units to same location Add \$100: 11-49 units Add \$200: 2-10 units Add \$350: 1 unit							
	CASSETTE RECORDERS/PLAYERS																
5	Califone CAS5100	NB	NB	\$38	NB	NB	\$47.87	NB	NB	NB	\$58.40	NB	\$52.04	\$49.90	\$32.85	\$50.43	NB
6	Califone 3432AV	NB	NB		NB	NB	\$78.94	NB	NB	NB	\$83.18	NB		\$86.48	\$81.86		NB
	Califone 3432IR			\$70													
	Califone CAS-5272			\$74									\$84.82			\$84.04	
7	Califone 5272AV - Deluxe	NB	NB	\$74	NB	NB		NB	NB	NB		NB	\$84.82	\$88.67	\$32.85	\$82.40	NB
	Califone CAS5272						\$77.17				\$113.38						
	CASSETTE PLAYER/RECORDER AM/FM RADIO/CD - BOOMBOX																
8	Califone Spirit 1776	NB	NB	\$60.50	NB	NB	\$68.07	NB	NB	NB	\$111.43	NB	\$75.09	\$78.06	\$71.08	\$72.51	NB
9	Califone 2395AV-02	NB	NB	\$113	NB	NB	\$109.25	NB	NB	NB	\$147.28	NB	\$120.20	\$143.88	\$122.35	\$117.84	NB
10	Coby MP-CD521	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
	Hamilton HAFX-114				\$24												
	DOCUMENT CAMERA /DOCKING STATION																
11	Avermedia AVerVision M70	NB	NB	\$628	NB	NB	\$525	NB	NB	NB	\$612.44	NB	\$635.99	NB	NB	\$567.80	NB
12	Elmo TT-121 Interactive	NB	\$625	\$574	\$592	NB	\$519.60	\$645	\$672.73	NB	\$611.38		\$598.90	NB	NB	\$556	NB
	Samsung SDP-860											\$489					
13	Epson DC-11	NB	\$515	NB	\$460	\$375	\$369.80	NB	\$407.95	NB	\$387.68	\$370	\$459.49	\$446.85	NB	\$391.90	NB
14	Elmo MO-1	NB	\$350	\$345	\$334	NB	\$309.98	NB	\$363.63	NB	\$336.68	NB	\$322.24	NB	NB	\$345.90	NB
	Avermedia F15			\$325													
15	IPEVO VZ-I HD VGA/USB DUAL-	NB	NB	\$158	NB	NB	NB	NB	NB	NB	\$153.68	NB	NB	NB	NB	NB	NB
16	IPEVO Ziggi	NB	NB	\$119	NB	NB	NB	NB	NB	NB	\$105.26	NB	NB	NB	NB	NB	NB
17	IPEVO Wireless Station WS-01 for iPad and USB Document Cameras	NB	NB	\$80	NB	NB	NB	NB	NB	NB	\$81.41	NB	NB	NB	NB	NB	NB
18	Hovercam T5	NB	NB	NB	NB	NB	\$224.48	NB	NB	NB	\$292.24	NB		NB	NB	NB	NB
	MAC X S500												\$129				
	EARBUDS/EARPHONES																
19	Coby Jammaz High-Performance Isolat	NB	NB	NB	NB	NB	\$3.77	NB	NB	NB	\$21.62	NB	NB	NB	NB	NB	NB
20	Califone E-2																
	Panaasonic RPHJE120K In-Ear Headpho	NB	\$4.50	NB	NB	NB	\$6.39	NB	NB	NB	\$4.58	NB		NB	NB	NB	NB
	MAC X Earbuds												\$5				
21	Encore Bulk Disposable, Stereo TT-2, B	NB	NB	NB	NB	NB	NB	NB	NB	NB	\$41.76	NB		NB	NB	NB	NB
	MAC X Earbuds												\$75				

Capistrano Unified School District

Bid No. 1415-01
Audio Visual Equipment

Bid Opening
Wednesday, May 28th, 2014, 10:00 a.m.
Bid Recap

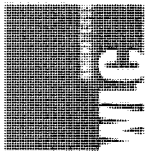
Item No.	Equipment	*Advantage Imaging Supply	Auditory Instruments	*AVES	B&H Photo & Video	CA Western Visuals	*Camcor	DI Technology Group	Digital Networks Group	Earthwalk Comm	*Golden Star Tech	*Pathway Comm.	*PC & Mac Exchange	*Pro SLV	School Specialty	*Troxell	*Ward's Media Tech
HEADPHONES/HEADSETS																	
22	Califone 2924AV - Mono		NB	\$7.30	NB	NB	\$7.30	NB	NB	NB	\$39.28	NB	\$19.40	\$9.69	\$7.59	\$15.73	NB
23	Cyber Acoustics ACM0940	\$19	NB	\$11.48	NB	NB	\$10.66	NB	NB	NB	\$22.46	NB	\$23.32	\$24.23	\$12.60	\$19.46	NB
	Cyber Acoustics ACM0940	\$18	NB	\$6.38	NB	NB	\$6.04	NB	NB	NB	\$32.94	NB	\$17.85	\$8.93	\$8.07	\$14.79	NB
24	Califone 3060AV - Stereo	\$9	NB	\$6.55	NB	NB	\$6.83	NB	NB	NB	\$17.79	NB	\$18.98	\$9.95	\$7.59	\$15.62	NB
25	Cyber Acoustics HG-200RB	\$8	NB	\$6.15	NB	NB	\$6.65	NB	NB	NB	\$5.68	NB	\$18.16	NB	NB	\$14.29	NB
26	Cyber Acoustics ACM500RB	\$5	NB	\$6.76	\$13.25	NB	\$15.54	NB	NB	NB	\$12.83	NB	\$18.16	NB	NB	\$17.88	NB
27	Sony MDR-ZX100, Stereo	\$9	NB														
	Cyber Acoustics HE200RB																
	Califone 3060 AV-S																
EPSON LCD PROJECTOR HDMI WITH 3 YEAR WARRANTY																	
28	PowerLite 97 XGA 3LCD, V11H576020	NB	\$525	\$494	\$495	\$465	\$451.88	NB	\$500	NB	\$470.78	\$453.40	\$493.32	\$473.22	\$547.25	\$476.50	NB
29	PowerLite X17 XGA 3LCD, V11H56902	NB	\$430	\$411	\$405	\$407	\$379.72	NB	\$438.64	NB	\$407.13	\$397.60	\$405.81	\$387.18	\$448.06	\$421.90	NB
30	PowerLite 575W WXGA 3LCD, V11H46	NB	\$1,200	\$1,158	\$949	\$949	\$964.55	NB	\$1,013.64	NB	\$928.58	\$918.90	\$1,096.38	\$1,076.20	NB	\$975.80	NB
31	PowerLite 935 W WXGA 3LCD, V11H5	NB	\$1,150	\$1,060	\$1,074	\$954	\$923.95	NB	\$1,021.59	NB	\$947.36	\$928	\$1,066.42	\$1,052.96	NB	\$949.95	NB
32	PowerLite 425W Short-Throw, V11H44	NB	\$900	\$842	\$895	\$747	\$800.11	NB	\$786.36	NB	\$737.08	\$713	\$846.33	\$833.96	\$946.26	\$737.86	NB
LCD PROJECTOR & DOCUMENT CAMERA BUNDLE																	
33	Epson PowerLite 97 XGA 3LCD Projector & Epson DC-11 Document Camera	NB	\$1,150	\$972	NB	\$859	\$829.98	NB	\$907.95	NB	\$845.42	\$818.80	NB	\$913.65	NB	NB	NB
DLP PROJECTOR HDMI																	
34	BenQ MW820ST 3000 ANSI 3D Supp Lamp Replacement For Epson LCD, AND BENQ DLP	NB	\$805	\$788	NB	NB	\$747.99	\$745	\$773.86	NB	\$772.66	\$768.80	NB	\$697.53	NB	\$643.50	\$615
35	PowerLite 822P, 83C, 83H, V13H010L4	\$122	\$125	\$124	\$115	\$119	\$76.81	NB	\$80.80	NB	\$77.28	\$77.20	\$116	\$111.65	\$176.16	\$90.54	NB
36	PowerLite 92, 93, 93+, V13H010L60	\$122	\$125	\$126	\$115	\$95	\$94.94	NB	\$101.25	NB	\$94.88	\$96.80	\$121	\$111.65	NB	\$109.99	NB
37	PowerLite 97, 98, 99W, 955W, 965,	\$102	\$105	\$109.50	\$108	\$109	\$94.94	NB	\$101.25	NB	\$94.88	\$96.80	\$132	\$93.21	NB	\$109.99	NB
38	BENQ MW820ST DLP	NB	\$145	\$196	NB	\$159.84	\$134.73	NB	\$151.14	NB	\$772.66	\$128	\$155	\$139.66	NB	NB	\$130
LISTENING CENTER																	
39	Califone 1218AVP-01 w/o Media Player	NB	NB	\$79	NB	NB	\$86.50	NB	NB	NB	NB	\$117	\$93.05	\$99.08	\$84.79	\$92.30	NB
40	Califone 1776PLC-6 w/BoomBox	NB	NB	\$141	NB	NB	\$162.44	NB	NB	NB	\$198.97	NB	\$170.69	\$195.92	\$178.75	\$170.31	NB
41	Califone 2395PLC w/BoomBox	NB	NB	\$167	NB	NB	\$170.17	NB	NB	NB	\$270.65	\$218	\$188.62	\$193.37	\$200.11	\$179.81	NB
42	Califone 5272PLC w/Media Player	NB	NB	\$128	NB	NB	\$132.81	NB	NB	NB	\$171.83	\$171	\$140.40	\$158.27	\$141.93	\$141.33	NB
MEGAPHONE																	
43	Paso TA25W	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	\$68.75	\$85.66	NB	NB	NB
44	TOA ER-520W (no whistle)	NB	\$50	NB	\$43	NB	\$54.64	NB	NB	NB	\$62.88	NB	\$53.96	\$54.65	NB	\$54.80	NB
45	TOA ER-1215	NB	\$66	NB	\$54	NB	\$67.75	NB	NB	NB	\$74.23	NB	\$83.91	\$56.43	NB	\$68.61	NB
46	TOA ER-3215	NB	\$70	NB	\$58	NB	\$71.90	NB	NB	NB	\$73.78	NB	NB	\$60.69	NB	\$73.68	NB
SCREENS - PROJECTION																	
47	Draper 210066 V Screen with Mounting	NB	\$65	NB	NB	NB	\$80.65	\$75	\$46.59	NB	\$50.88	\$59.80	\$74.30	\$45.69	\$48.24	NB	NB

Capistrano Unified School District

Bid No. 1415-01
Audio Visual Equipment

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Bid Recap

Item No.	Equipment	*Advantage Imaging Supply	Auditory Instruments	*AVES	B&H Photo & Video	CA Western Visuals	*Camcor	DI Technology Group	Digital Networks Group	Earthwalk Comm	*Golden Star Tech	*Pathway Comm.	*PC & Mac Exchange	*Pro SLV	School Specialty	*Troxell	*Ward's Media Tech
	WIRELESS COMMUNICATION SYSTEM																
48	TeachLogic Quantum II IRQ3150 Infrared Sound System – Sapphire Mic	NB	\$550	NB	NB	NB	\$536.76	NB	\$567.05	NB	\$658.34	\$518.80	\$536.49	NB	NB	NB	NB
49	FrontRow Pro Digital 940R Receiver/Amplifier with 940TM Transmitter/Microphone, 950H Pass-Around Microphone and Charger and Two Infrared Speakers	NB	\$1,055	NB	NB	NB	NB	NB	NB	NB	NB	\$978	NB	NB	NB	\$958.88	\$956
50	FrontRow ITR-01 Juno Receiver/Amplifier with ISM-01 Pass-Around Microphone Kit and IMC-01 Microphone Charger	NB	\$1,155	NB	NB	NB	NB	NB	NB	NB	NB	\$1,094	NB	NB	NB	\$1,064.50	\$1,080
51	FrontRow ToGo 925RS Combination Receiver/Amplifier with 925T Body-Worn Transmitter, 925H Handheld Microphone and 925C	NB	\$865	NB	NB	NB	NB	NB	NB	NB	NB	\$816	NB	NB	NB	\$808	\$798
	*Other public agencies may purchase from this Bid																



CLIENT FOCUSED. PASSION DRIVEN.

CHANGE ORDER SUMMARY LOG

Capistrano Valley High School - Lunch Pavilion & Music Plaza

Capistrano Unified School District

Contract Sanders Construction Services

DSA A#04-112863 File No. 30-9

Project No.:
Data Date:

1219500.52
6/13/2014

DESCRIPTION	CHANGE ORDER 01	CHANGE ORDER 02
Original Contract Sum	\$1,479,000.00	\$1,479,000.00
Net Change by Previous Authorized Requests and Changes	\$0.00	\$16,556.00
Contract Sum Prior to this Change Order	\$1,479,000.00	\$1,495,556.00
Contract Sum will be Increased	\$16,556.00	\$17,633.00
New Contract Sum Including this Change Order	\$1,495,556.00	\$1,513,189.00

TOTAL ORIGINAL CONTRACT VALUE: \$1,479,000.00
TOTAL CURRENT CONTRACT VALUE: \$1,513,189.00

EXHIBIT 11



Capistrano Valley High School - Lunch Pavilion & Music Plaza

Contract Sanders Construction Services

TOTAL ORIGINAL CONTRACT VALUE: \$1,479,000.00**TOTAL CURRENT CONTRACT VALUE: \$1,513,189.00**

Project No.: 1219500.52

Data Date: 6/13/2014

O = Work Order
 PO = Proposed Change Order
 CO = Change Order
 PWO = Fully Executed Work Order

236

CHANGE ORDER

OWNER
ARCHITECT
CONTRACTOR
IOR
OTHER
OTHER

☒ J. Fomey, Capistrano Unified School District
☒ R. Hensley, WLC Architects, Inc.
☒ P. Sanders, Sanders Construction Services
☒ G. Gardner, Knowland Construction
☒ C. Misso, DSA Coordinator, WLC Architects, Inc.
☒ N. Piccini, WLC Architects, Inc.

Page 1 of 2

PROJECT: Capistrano Valley High School Lunch
(name, address) Pavilion and Music Plaza
26301 Via Escolar
Mission Viejo, CA 92692

PROJECT CHANGE ORDER NUMBER: 02

DATE: June 12, 2014

ARCHITECT'S PROJECT NO: 1219500.54

CONTRACT NO. 1314-16

CONTRACT DATE: March 17, 2014

DSA APPLICATION NO.: 04-112863

DSA FILE NO.: 30-9

TO CONTRACTOR: Mr. Pat Sanders
(name, address) President
Sanders Construction Services
20331 Lake Forest Drive, No. C2
Lake Forest, CA 92630

The Contract is changed as follows:

Item	Responsibility Code	Days	Change
WO 08	Differing Conditions	27	
Item 1)	Pursuant to our Potential Change Order meeting on June 4, 2014, It was determined that unknown underground utilities and additional scope caused a delay of the project, which results to a 27 day time extension and additional contractor general conditions. As such, the Contractor shall be granted additional days to the contract and general conditions per the attached Potential Change Order B.2 that will result in additional costs.		\$ 21,404.00
WO 09	Value Engineering	0	
Item 1)	Pursuant to our Potential Change Order meeting on June 4, 2014, it was determined that access was needed to the existing custodial construction yard and the Contractor shall eliminate a 10'-0" wide x 7'-6" high opening at the CMU wall. As such, the Contractor shall provide a credit per the attached Potential Change Order 8.4 that will result in a credit.		(825.00)
WO 10	Differing Conditions	0	
Item 1)	Pursuant to our Potential Change Order meeting on June 4, 2014, it was determined that due to the existing footing at the existing building, additional cost is incurred due to the reconfiguration of footing details. The Contractor is to add two courses of CMU block, epoxy rebar into existing footing at back of stage and add CMU block rake wall at east side walkway per RFI 14, 38, and Instruction Bulletin 7. As such, the Contractor is required to proceed with the work associated with the attached Potential Change Order 9.2 that will result in an additional cost.		14,280.00
WO 11	Value Engineering	0	
Item 1)	Pursuant to our Potential Change Order meeting on June 4, 2014, it was determined that value engineering is necessary for the concrete finish surface. The Contractor shall eliminate the exposed aggregate finish and provide a medium broom finish to the concrete surface. As such, the Contractor shall provide a credit per the attached Potential Change Order 14 that will result in a credit.		(17,226.00)

Total Cost of This Change Order: Increase \$ 17,633.00

237

PROJECT: Capistrano Valley High School Lunch
(name, address) Pavilion and Music Plaza
26301 Via Escolar
Mission Viejo, CA 92692

PROJECT CHANGE ORDER NUMBER: 02
DATE: June 12, 2014
ARCHITECT'S PROJECT NO: 1219500.54

Not valid until signed by the Owner, Architect and Contractor.

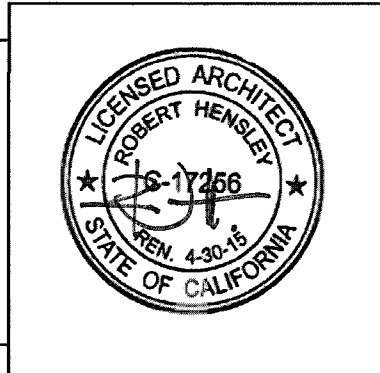
The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 1,479,000.00
Net change by previously authorized Change Orders \$ 16,556.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 1,495,556.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)
(~~unchanged~~) by this Change Order in the amount of \$ 17,633.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be \$ 1,513,189.00

The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by (27) working days (37 calendar days).
The date of Substantial Completion as of the date of this Change Order therefore is August 21, 2014.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Architect: 

WLC Architects, Inc.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730



Date: 6.13.2014

Contractor: 

Sanders Construction Services
20331 Lake Forest Drive, No. C2
Lake Forest, CA 92630

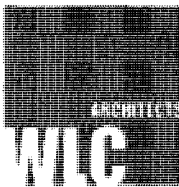
Date: 6.13.14

Owner: 

Capistrano Unified School District
33422 Valle Road
San Juan Capistrano, CA 92675

Date: 6-13-14

SS:hb/P51419500x2-co



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675



Project: Capistrano Valley High School Lunch Pavilion and Music Plaza
Contract Number: 1314-16

WORK ORDER

DSA Number: 04-112863

File No.: 30-9

Work Order No.: 08

Date: June 5, 2014

To: Mr. Pat Sanders
President
Sanders Construction Services
20331 Lake Forest Drive, #C2
Lake Forest, CA 92630

Title:

Contractor is directed to make the following changes in the contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indicated herein.

Description of Proposal:

Item #1) Pursuant to our Potential Change Order meeting on June 4, 2014, it was determined that unknown underground utilities and additional scope caused a delay of the project, which results to 27 day time extension and additional contractor general conditions. As such, the contractor shall be granted additional days to the contract and general conditions per the attached Potential Change Order B.2 that will result in additional costs.

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000.00. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☐ Lump Sum \$21,404.00 ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices.

TIME:

- ☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract is estimated at 27 days

☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		6-11-14
CUSD - John Ferney		6-11-14
Contractor		6.11.14
Architect of Record		6.10.14

SS:br/P51219500x8-wo



Potential Change Order

SCS Project #	1404	PCO No.	B.2
Job Name:	Capo Valley High School Lunch Pavilion & Music Plaza	Date:	5/28/2014
Architect:	WLC		
Owner:	Capitran Unified School District	Reference	delays due to unknown
Const. Mgr:		(Attached)	utilities
Contractor:	Sanders Construction Services		

Subcontractor Costs (use when work is subcontracted)

Subcontractors:

Description:

Material	Included
Labor	Included
Sub total	\$ -
Subcontractor Overhead (15%)	Included
GC Contractor OH & Profit (5%)	\$ -
GC Contractor Bond (1%)	Included
Subcontractor Total + Contractor Mark-up	\$ -

Contractor Costs (use when work is self-performed)

Addition GC's due to delays related to unknown utilities and additional scope of work. This has been update to include the unforeseeable delay with the water line installation due to the fires in south orange county.

Material	\$	20,385
Labor	Included	
Sub total	\$	20,385
Contractor Overhead (10%)	Included	
Contractor Profit (5%)	\$	1,019
Contractor Bond (1%)	Included	
Contractor Total + Contractor Mark-up	\$	21,404
TOTAL COSTS FOR PCO # B.2		\$ 21,404
TOTAL TIME FOR PCO # 27		work days

CONTRACTOR: Sanders Construction Services

Submitted by:

Pat Sanders - President

Date:

5-27-14

ARCHITECT: WLC

Approved by

Date:

6-4-14

INSPECTOR OF RECORD

Recommended by:

Approved by

Date:

Date:

DELAY NARRATIVE FOR TIME EXTENSION AND ADDITIONAL GENERAL CONDITIONS FEE'S

5-28-14 updated

This narrative is the basic time line that shows the numerous delays that have resulted from unknown and undocumented utilities, some from the recent work that was done for the Theater Project, but they not shown on our construction documents , or either not shown on the as-builts or not correctly shown on the as built of for the Theater. These delays have resulted in loss of production, work stoppage, loss of profitability, decrease in efficiency and extension of time. ***This latest schedule includes the unforeseeable delays as a result of the south orange county fires that affected the completion of the replacement of the 4" water line***

At the post bid and pre-construction meeting, the team discussed starting the project before 4-16, SCS was agreeable to this as it would be overall better for the district and the construction team to start as early as possible due to the difficult nature of the work sequence. Although this would cost SCS some addition money is general conditions to set up temp facilities and have supervision on site 3 weeks earlier, I was trying to be pro-active to start off on the best efforts for the overall success of the project. Unfortunately; with the significant missing information of the existing utilities, we have not only lost time, money, production and any advantage we would have been entitled to by being proactive to start early.

Had we waited to start on 4-16, and facing the same unknown utilities, the completion would be severely affected. The attached schedule "A" shows how the job has been constructed with the delays from the unknown utilities and sequence changes; completion date delay is from 8-15 to 9-16. (21 work days) Schedule "B" shows starting on the contract date of 4-16 and having the delays we are currently having now, completion date would be 9-26-14 (30 work days). There are still some unknown items with regards to the location of the existing 8" fire line to see if there are conflicts with the new retaining wall footings.

This time line shows the additional work and delays to date:

1. 3-14-14: Notice to proceed
2. 3-19-14: RFI #4 requesting as-builts of 11 utilities not shown on the plans
3. 3-20-14: Pre-grade meeting / walk site with team of all RFI #4 items needed
4. 3-24-14: Mobilize to site
5. 3-25-14: Start demo 7:00 am
6. 3-25-14: Demo sub hits unknown water and low voltage 16" below grade
7. 3-26-14: Stop demo, district repairs line and 4"transit is under sidewalk adjacent to footing that need to demo
8. 3-31-14: SCS brings underground ID company to site to find all unknown / 2 days
9. 4-1-14: work on exposing all ID'd unknown utilities
10. 4-2-14: Meet with WLC and SCS sub to review temp water line
11. 4-3-14: provide as-built to district

12. 4-3-14; Exposed existing water line
13. 4-3-14: WLC issues IB #1 / SCS works with our sub to provide pricing ASAP
14. 4-4-14: Exposed 4" LV conduit at fire road
15. 4-4-14: SCS submits PCO for IB#1 / authorization not provided to proceed
16. 4-4-14: SCS has to saw cut slab for temp water.
17. 4-7-14: District has Pacific Plumbing start on temp water
18. 4-9-14: District has Gilbert & Sterns install new 4" conduit for LV
19. 4-10-14: Temp water complete and old line abandoned
20. 4-11-14: Continue with completing demo at lower retaining walls and stairs / expose transit pipe for removal by other s
21. 4-11 to 4-18: Waiting on Distrust to remove exposed transit water line in OX area.
22. 4-21-14: Continue with grading and OX at lower area.
23. 5-22-14: Footings could not be surveyed and excavated until the backfill for the waterline was complete. There were unforeseeable delays due to the south OC fires and the connection to the existing portable service that resulted in additional time for the districts plumber

The schedule "A" shows a summary of the delays as they have affected certain areas of the work. Schedule "B" shows the same time frame for these delays had we started the project on 4-16-14. The overall delay of having the water line removed and reinstalled is 44 work days +/- (see line 45) the other specific delays that affected critical path items are:

- Grading: 15 work day delay (line 63)
- Starting Utilities : 20 work day delay (line 84)
- Footings at lower elevations: 36 work days delay (line 69)
- Footing for upper elevations: 30 work days delay (line 101)
- Sequence of work at stage area: 25 work day delay (line 70)

To date we have lost a total 27 work days of production to critical path related work. I am requesting 27 work day extensions for time and additional general conditions cost. Our GC cost is \$755.00 per work day x 27 = \$20,385.00 plus mark up in additional general conditions with the 27 day extension. Based on all of our site meetings to date, this is everything I am aware of at this time. Unless there are any other revisions that result from the location of the 4" or 8" water lines, this is considered complete.

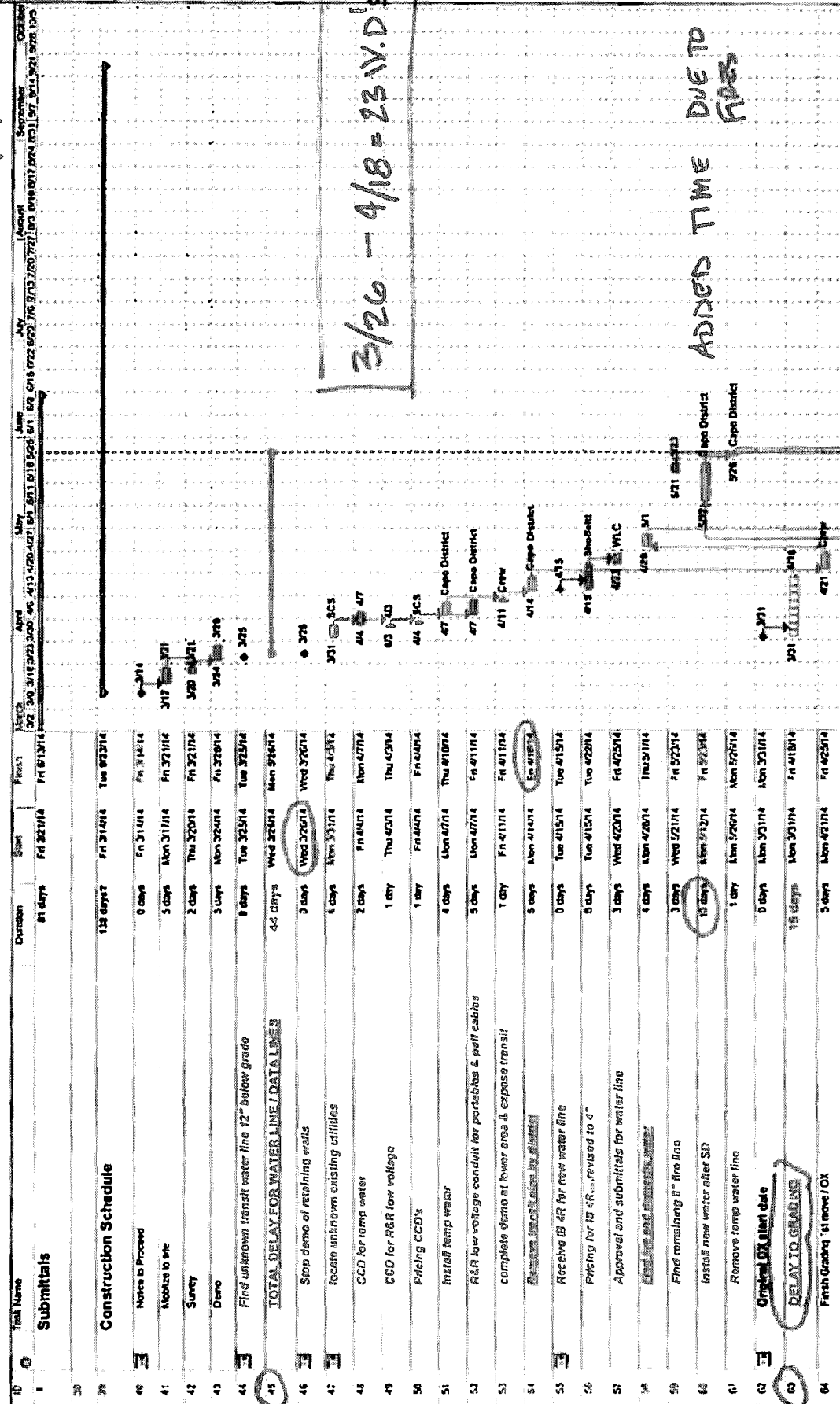
Thank you

Patrick B. Sanders, President
Sanders Constructions Services

CAPO VALLEY HIGH SCHOOL
LUNCH PAVILION & MUSIC PLAZA

May 21, 2018
5/28
Delay 3047

A-1



Task Name	Start	Finish	Duration
Demo in upper area over using break	Mon 4/7/14	Fri 4/11/14	5 days
Lower West Side	Mon 4/7/14	Fri 4/25/14	19 days
Original footing area during 3-24	Mon 4/7/14	Mon 4/7/14	0 days
DELAY TO LOWER FOOTINGS	Mon 4/7/14	Mon 5/26/14	30 days
Moist scope @ stage new details per 18 TPCD 61	Tue 5/27/14	Mon 6/24/14	28 days
Dig down to existing footing @ exist dog	Tue 5/27/14	Tue 5/27/14	1 day
Sanicement footing	Wed 5/28/14	Thu 5/28/14	2 days
Dig & Pour new footing / RPT 623	Fri 5/30/14	Thu 6/5/14	5 days
Apply charcoal when need to	Fri 6/6/14	Mon 6/9/14	2 days
Tractory work @ exist ftg	Tue 6/10/14	Mon 6/16/14	5 days
Cure time	Tue 6/17/14	Mon 6/23/14	5 days
VP rock walls	Tue 6/24/14	Tue 6/24/14	2 days
bedfill	Thu 6/26/14	Mon 6/30/14	3 days
Dig footings at conc stage was	Tue 6/3/14	Tue 6/3/14	1 day
Rebar Footing @ conc wall	Wed 6/4/14	Thu 6/5/14	2 days
Pour Footing @ concrete stage was	Thu 6/5/14	Thu 6/5/14	1 day
Original SD start date	Mon 4/7/14	Mon 4/7/14	0 days
DELAY TO SD	Mon 4/7/14	Fri 5/2/14	20 days
Strap Drain is move	Fri 5/2/14	Thu 5/22/14	15 days
Electrical Underground	Fri 5/23/14	Thu 5/29/14	5 days
Concrete Vents @ stage	Fri 6/6/14	Thu 6/12/14	5 days
Cone Brn & Shade at fly tower	Fri 6/13/14	Thu 6/26/14	10 days
Shade Structure Fly tower	Tue 7/1/14	Thu 7/24/14	3 days
Water Proofing Ret & bench walls	Fri 6/27/14	Thu 7/24/14	5 days
Backfill / fine grade 2nd move	Fri 7/4/14	Wed 7/23/14	4 days
Electrical Underground	Thu 7/10/14	Mon 7/14/14	3 days
Install 2" sand	Thu 7/10/14	Fri 7/11/14	2 days
Survey Plot Work	Mon 7/14/14	Mon 7/14/14	1 day
Form Plot Work Inver	Tue 7/15/14	Mon 7/21/14	5 days
Rebar Plot Work Inver	Tue 7/22/14	Thu 7/24/14	3 days

**CAPO VALLEY HIGH SCHOOL
LUNCH PAVILION & MUSIC PLAZA**

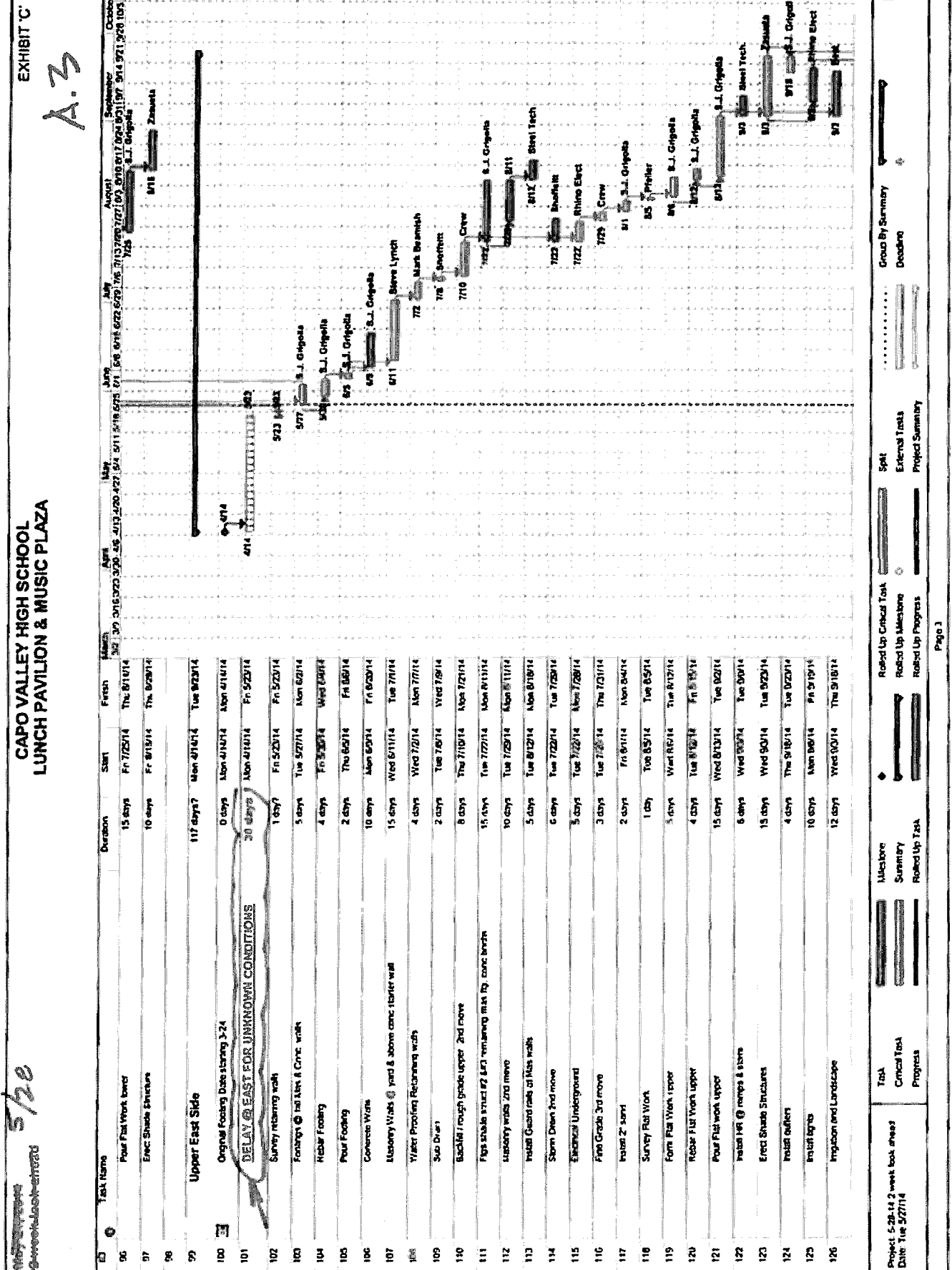


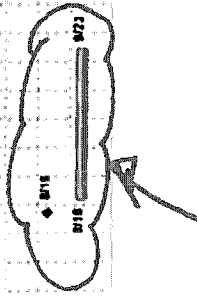
EXHIBIT 'C'

CAPO VALLEY HIGH SCHOOL
LUNCH PAVILION & MUSIC PLAZA

5/108

A4

ID	Task Name	Duration	Start	Finish	Month	April	May	June	July	August	September	October
127	Punch Work	0 days	Tue 9/23/14	Tue 9/23/14	2014							
128												
129	Original Completion Date	0 days	Fri 8/15/14	Fri 8/15/14								
130	TOTAL DELAY	27 days	Mon 8/18/14	Tue 9/23/14								



Task	Task Critical Path Progress	Milestone Summary	Roll Up Critical Task	Roll Up Milestone	Roll Up Progress	Split	External Table	Project Summary	Group By Summary	Deadline
Project 5-28-14 2 week look ahead Date: Tue 5/27/14										

contract start date
with unknown delays

CAPO VALLEY HIGH SCHOOL LUNCH PAVILION & MUSIC PLAZA

EXHIBIT 'C'
B.1

ID	Task Name	Duration	Start	Finish	Roll Up Progress	Roll Up Summary	Group By Summary
1	Submittals	75 days	Fri 2/2/14	Thu 6/5/14	Spill	External Tasks	Deadline

Construction Schedule

38	Notice to Proceed	134 days	Mon 4/7/14	Thu 10/9/14			
39	Demo	0 days	Fri 4/11/14	Fri 4/11/14			
40	DELAY for GRADING	23 days	Mon 4/7/14	Tue 4/15/14			
41	Finish Grading & OX 1st move	5 days	Mon 5/19/14	Fri 5/23/14			
42	Lower West Side	115 days	Mon 4/7/14	Fri 9/12/14			
43	NEW WATER & DEMO TEMP	5 days	Tue 6/3/14	Mon 6/9/14			
44	Original footing date	0 days	Mon 4/7/14	Mon 4/7/14			
45	DELAY @ LOWER FTG'S	35 days	Mon 4/7/14	Wed 5/28/14			
46	Change in scope & sequence at s	25 days	Tue 6/10/14	Mon 7/1/14			
47	Footings @ stage conc wall	2 days	Tue 6/17/14	Wed 6/19/14			
48	Rebar Footing	2 days	Thu 6/19/14	Fri 6/20/14			
49	Pour Footing	1 day	Fri 6/20/14	Fri 6/20/14			
50	Storm Drain 1st move	15 days	Tue 5/27/14	Mon 6/10/14			
51	Electrical Underground	5 days	Mon 6/23/14	Fri 6/27/14			
52	Concrete Walls @ stage	5 days	Mon 6/23/14	Fri 6/27/14			
53	Masonry Walls @ stage	5 days	Mon 6/30/14	Fri 7/4/14			
54	Conc Bench & Shade #1 fig lower	10 days	Mon 6/30/14	Fri 7/11/14			
55	Shade Structure Fig lower	3 days	Thu 6/19/14	Mon 6/23/14			
56	Water Proofing Ret & bench walls	5 days	Mon 7/1/14	Fri 7/11/14			
57	Backfill / line grade 2nd move	4 days	Mon 7/21/14	Thu 7/24/14			
58	Electrical Underground	3 days	Fri 7/25/14	Tue 7/29/14			

START DATE

4/11

4/14 Crew

4/18 time that is took to remove water

5/19

5/27

6/2

6/23

6/27

6/30

7/4

7/11

7/24

7/28

8/1

8/18

8/20

8/23

8/27

9/1

9/18

9/20

9/23

9/27

10/1

Project: 4-16 start date w delays 5-12-
Date: Tue 5/27/14

Task
Critical Task
Progress
Milestone

Summary
Roll Up Task
Roll Up Critical Task
Roll Up Milestone

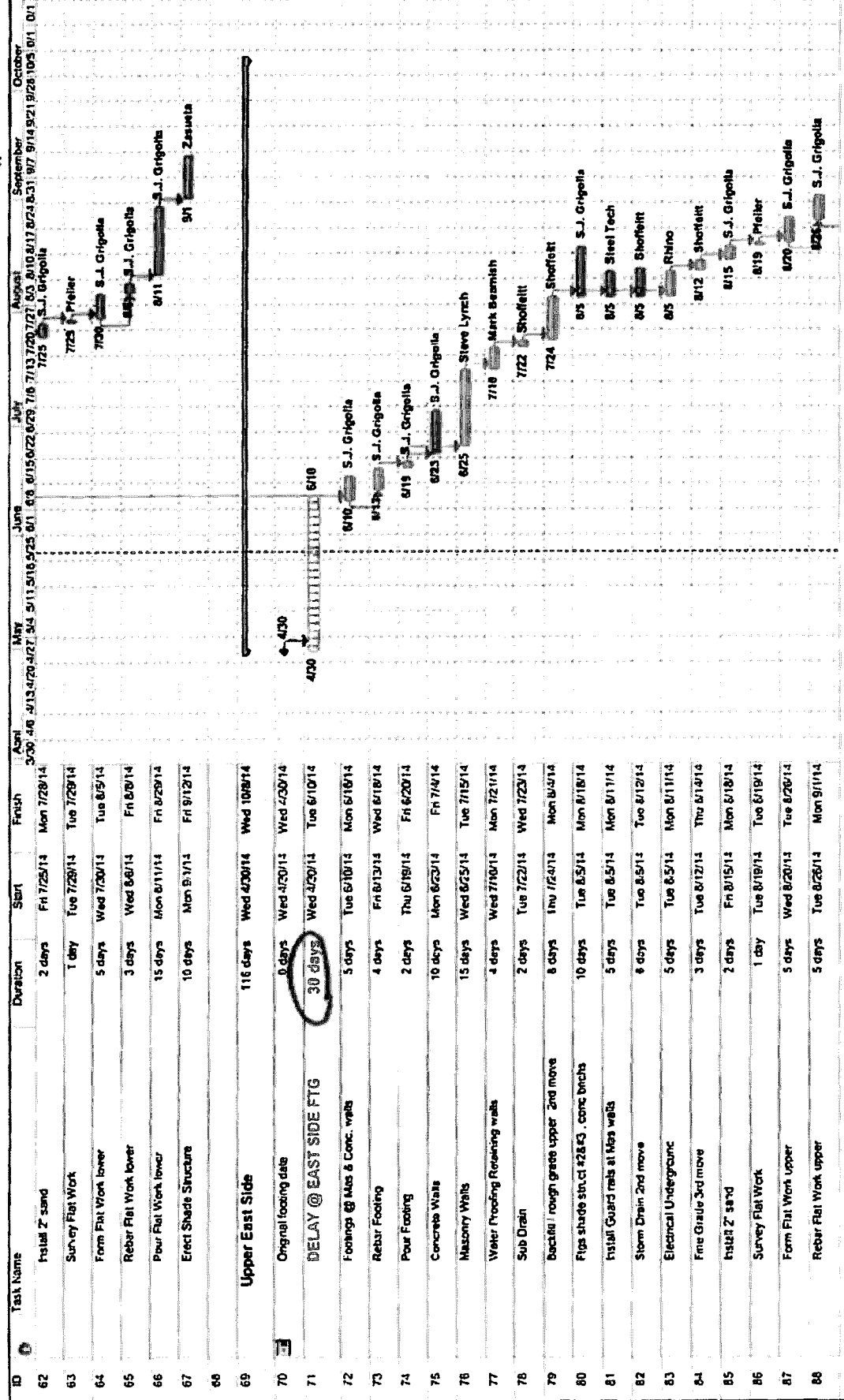
Roll Up Progress
Spill
External Tasks
Project Summary

Group By Summary
Deadline

contract start date with unknown delays

CAPO VALLEY HIGH SCHOOL LUNCH PAVILION & MUSIC PLAZA

EXHIBIT 'C' B.2



Project: 4-16 start date w delays 5-12.
Date: Tue 5/27/14

Task: Critical Task, Progress, Milestone

Summary: Rolled Up: Task, Rolled Up: Critical Task, Rolled Up: Milestone

Group By Summary: Deadline

Legend: Rolled Up Progress, Split, External Tasks, Project Summary

Page 2

contract start date
with unknown delays

CAPO VALLEY HIGH SCHOOL LUNCH PAVILION & MUSIC PLAZA

B2 EXHIBIT 'C'

ID	Task Name	Duration	Start	Finish	April	May	June	July	August	September	October																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
89	Pour Flat work upper	15 days	Thu 8/23/12	Wed 9/17/12	3:20	4:16	4:13	4:20	4:27	5:4	5:11	5:18	5:25	6:1	6:8	6:15	6:22	6:29	7:6	7:13	7:20	7:27	7:34	7:41	7:48	7:55	8:2	8:9	8:16	8:23	8:30	8:37	8:44	8:51	8:58	9:5	9:12	9:19	9:26	9:33	9:40	9:47	9:54	10:1	10:8	10:15	10:22	10:29	10:36	10:43	10:50	10:57	11:4	11:11	11:18	11:25	11:32	11:39	11:46	11:53	12:0	12:7	12:14	12:21	12:28	12:35	12:42	12:49	12:56	1:3	1:10	1:17	1:24	1:31	1:38	1:45	1:52	1:59	2:6	2:13	2:20	2:27	2:34	2:41	2:48	2:55	3:2	3:9	3:16	3:23	3:30	3:37	3:44	3:51	3:58	4:5	4:12	4:19	4:26	4:33	4:40	4:47	4:54	5:1	5:8	5:15	5:22	5:29	5:36	5:43	5:50	5:57	6:4	6:11	6:18	6:25	6:32	6:39	6:46	6:53	7:0	7:7	7:14	7:21	7:28	7:35	7:42	7:49	7:56	8:3	8:10	8:17	8:24	8:31	8:38	8:45	8:52	8:59	9:6	9:13	9:20	9:27	9:34	9:41	9:48	9:55	10:2	10:9	10:16	10:23	10:30	10:37	10:44	10:51	10:58	11:5	11:12	11:19	11:26	11:33	11:40	11:47	11:54	12:1	12:8	12:15	12:22	12:29	12:36	12:43	12:50	12:57	1:4	1:11	1:18	1:25	1:32	1:39	1:46	1:53	2:0	2:7	2:14	2:21	2:28	2:35	2:42	2:49	2:56	3:3	3:10	3:17	3:24	3:31	3:38	3:45	3:52	3:59	4:6	4:13	4:20	4:27	4:34	4:41	4:48	4:55	5:2	5:9	5:16	5:23	5:30	5:37	5:44	5:51	5:58	6:5	6:12	6:19	6:26	6:33	6:40	6:47	6:54	7:1	7:8	7:15	7:22	7:29	7:36	7:43	7:50	7:57	8:4	8:11	8:18	8:25	8:32	8:39	8:46	8:53	9:0	9:7	9:14	9:21	9:28	9:35	9:42	9:49	9:56	10:3	10:10	10:17	10:24	10:31	10:38	10:45	10:52	11:0	11:7	11:14	11:21	11:28	11:35	11:42	11:49	11:56	12:3	12:10	12:17	12:24	12:31	12:38	12:45	12:52	1:0	1:7	1:14	1:21	1:28	1:35	1:42	1:49	1:56	2:3	2:10	2:17	2:24	2:31	2:38	2:45	2:52	2:59	3:6	3:13	3:20	3:27	3:34	3:41	3:48	3:55	4:2	4:9	4:16	4:23	4:30	4:37	4:44	4:51	4:58	5:6	5:13	5:20	5:27	5:34	5:41	5:48	5:55	6:2	6:9	6:16	6:23	6:30	6:37	6:44	6:51	6:58	7:6	7:13	7:20	7:27	7:34	7:41	7:48	7:55	8:2	8:9	8:16	8:23	8:30	8:37	8:44	8:51	8:58	9:6	9:13	9:20	9:27	9:34	9:41	9:48	9:55	10:3	10:10	10:17	10:24	10:31	10:38	10:45	10:52	11:0	11:7	11:14	11:21	11:28	11:35	11:42	11:49	11:56	12:3	12:10	12:17	12:24	12:31	12:38	12:45	12:52	1:0	1:7	1:14	1:21	1:28	1:35	1:42	1:49	1:56	2:3	2:10	2:17	2:24	2:31	2:38	2:45	2:52	2:59	3:6	3:13	3:20	3:27	3:34	3:41	3:48	3:55	4:2	4:9	4:16	4:23	4:30	4:37	4:44	4:51	4:58	5:6	5:13	5:20	5:27	5:34	5:41	5:48	5:55	6:2	6:9	6:16	6:23	6:30	6:37	6:44	6:51	6:58	7:6	7:13	7:20	7:27	7:34	7:41	7:48	7:55	8:2	8:9	8:16	8:23	8:30	8:37	8:44	8:51	8:58	9:6	9:13	9:20	9:27	9:34	9:41	9:48	9:55	10:3	10:10	10:17	10:24	10:31	10:38	10:45	10:52	11:0	11:7	11:14	11:21	11:28	11:35	11:42	11:49	11:56	12:3	12:10	12:17	12:24	12:31	12:38	12:45	12:52	1:0	1:7	1:14	1:21	1:28	1:35	1:42	1:49	1:56	2:3	2:10	2:17	2:24	2:31	2:38	2:45	2:52	2:59	3:6	3:13	3:20	3:27	3:34	3:41	3:48	3:55	4:2	4:9	4:16	4:23	4:30	4:37	4:44	4:51	4:58	5:6	5:13	5:20	5:27	5:34	5:41	5:48	5:55	6:2	6:9	6:16	6:23	6:30	6:37	6:44	6:51	6:58	7:6	7:13	7:20	7:27	7:34	7:41	7:48	7:55	8:2	8:9	8:16	8:23	8:30	8:37	8:44	8:51	8:58	9:6	9:13	9:20	9:27	9:34	9:41	9:48	9:55	10:3	10:10	10:17	10:24	10:31	10:38	10:45	10:52	11:0	11:7	11:14	11:21	11:28	11:35	11:42	11:49	11:56	12:3	12:10	12:17	12:24	12:31	12:38	12:45	12:52	1:0	1:7	1:14	1:21	1:28	1:35	1:42	1:49	1:56	2:3	2:10	2:17	2:24	2:31	2:38	2:45	2:52	2:59	3:6	3:13	3:20	3:27	3:34	3:41	3:48	3:55	4:2	4:9	4:16	4:23	4:30	4:37	4:44	4:51	4:58	5:6	5:13	5:20	5:27	5:34	5:41	5:48	5:55	6:2	6:9	6:16	6:23	6:30	6:37	6:44	6:51	6:58	7:6	7:13	7:20	7:27	7:34	7:41	7:48	7:55	8:2	8:9	8:16	8:23	8:30	8:37	8:44	8:51	8:58	9:6	9:13	9:20	9:27	9:34	9:41	9:48	9:55	10:3	10:10	10:17	10:24	10:31	10:38	10:45	10:52	11:0	11:7	11:14	11:21	11:28	11:35	11:42	11:49	11:56	12:3	12:10	12:17	12:24	12:31	12:38	12:45	12:52	1:0	1:7	1:14	1:21	1:28	1:35	1:42	1:49	1:56	2:3	2:10	2:17	2:24	2:31	2:38	2:45	2:52	2:59	3:6	3:13	3:20	3:27	3:34	3:41	3:48	3:55	4:2	4:9	4:16	4:23	4:30	4:37	4:44	4:51	4:58	5:6	5:13	5:20	5:27	5:34	5:41	5:48	5:55	6:2	6:9	6:16	6:23	6:30	6:37	6:44	6:51	6:58	7:6	7:13	7:20	7:27	7:34	7:41	7:48	7:55	8:2	8:9	8:16	8:23	8:30	8:37	8:44	8:51	8:58	9:6	9:13	9:20	9:27	9:34	9:41	9:48	9:55	10:3	10:10	10:17	10:24	10:31	10:38	10:45	10:52	11:0	11:7	11:14	11:21	11:28	11:35	11:42	11:49	11:56	12:3	12:10	12:17	12:24	12:31	12:38	12:45	12:52	1:0	1:7	1:14	1:21	1:28	1:35	1:42	1:49	1:56	2:3	2:10	2:17	2:24	2:31	2:38	2:45	2:52	2:59	3:6	3:13	3:20	3:27	3:34	3:41	3:48	3:55	4:2	4:9	4:16	4:23	4:30	4:37	4:44	4:51	4:58	5:6	5:13	5:20	5:27	5:34	5:41	5:48	5:55	6:2	6:9	6:16	6:23	6:30	6:37	6:44	6:51	6:58	7:6	7:13	7:20	7:27	7:34	7:41	7:48	7:55	8:2	8:9	8:16	8:23	8:30	8:37	8:44	8:51	8:58	9:6	9:13	9:20	9:27	9:34	9:41	9:48	9:55	10:3	10:10	10:17	10:24	10:31	10:38	10:45	10:52	11:0	11:7	11:14	11:21	11:28	11:35	11:42	11:49	11:56	12:3	12:10	12:17	12:24	12:31	12:38	12:45	12:52	1:0	1:7	1:14	1:21	1:28	1:35	1:42	1:49	1:56	2:3	2:10	2:17	2:24	2:31	2:38	2:45	2:52	2:59	3:6	3:13	3:20	3:27	3:34	3:41	3:48	3:55	4:2	4:9	4:16	4:23	4:30	4:37	4:44	4:51	4:58	5:6	5:13	5:20	5:27	5:34	5:41	5:48	5:55	6:2	6:9	6:16	6:23	6:30	6:37	6:44	6:51	6:58	7:6	7:13	7:20	7:27	7:34	7:41	7:48	7:55	8:2	8:9	8:16	8:23	8:30	8:37	8:44	8:51	8:58	9:6	9:13	9:20	9:27	9:34	9:41	9:48	9:55	10:3	10:10	10:17	10:24	10:31	10:38	10:45	10:52	11:0	11:7	11:14	11:21	11:28	11:35	11:42	11:49	11:56	12:3	12:10	12:17	12:24	12:31	12: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SANDERS CONSTRUCTION SERVICES

20331 Lake Forest Dr. C-2
Lake Forest, CA. 92630

GENERAL CONDITIONS BREAKDOWN SANDERS CONSTRUCTION SERVICES

PROJECT : Capo Valley High School				PROJECT VALUE: 1,478,000	
FILE:				DATE PREPARED: 08-Feb-14	
REVISION DATE:				DATE PRINTED: 12-May-14	
DURATION	WORK DAYS	90	WEEKS	18	MONTHS 4.2
UNITS	QTY	UNIT COST	DESCRIPTION	TOTAL COST	
PROJECT ADMINISTRATION					
1	HRS	90	95.00 SENIOR PROJECT MANAGER	8,550	
2	HRS	0	78.00 PROJECT MANAGER	0	
3	HRS	288	45.00 PROJECT ENGINEER	12,960	
4	HRS	144	25.00 CLERICAL	3,600	
5	HRS	720	60.00 JOB SUPERINTENDENT	43,200	
6	HRS	0	0.00 ASSISTANT SUPERINTENDENT	0	
7	HRS	0	29.00 PROJECT ACCOUNTING	0	
8	JOB	1	0.00 ESTIMATING	0	
9	HRS	40	0.00 SCHEDULING	0	
10	JOB	0	0.00 BUILDERS RISK INSURANCE	0	
11	JOB	0	0.00 BUSINESS LICENSE	0	
12					
13					
14					
15			SUB-TOTAL	68,310	
2 TEMPORARY FACILITIES					
3	JOB	4	250.00 PROJECT OFFICE SET UP / REMOVAL	1,047	
4	MOS	4	300.00 PROJECT OFFICE MONTHLY RENTAL	1,268	
5	MOS	4	25.00 OFFICE SUPPLIES	105	
6	MOS	0	85.00 POSTAGE	0	
7	JOB	1	0.00 PHOTOGRAPHS	0	
8	JOB	1	150.00 BLUEPRINTING	150	
9	MOS	4	10.00 FAX MACHINE	42	
10	MOS	4	25.00 COURIER SERVICE	105	
11	JOB	0	0.00 RADIOS	0	
12	JOB	0	0.00 EMPLOYEE PARKING	0	
13	MOS	0	0.00 TOOL SHED RENTAL	0	
14	EACH	1	95.00 RENTAL TOILETS DELIVERY / RETURN	95	
15	MOS X QTY	4	130.00 RENTAL TOILETS	544	
16	JOB	1	0.00 PROJECT SIGNS	0	
17	MOS	4	50.00 STORAGE CONTAINERS	208	
18	MOS	4	25.00 COMPUTERS	105	
			SUB-TOTAL	3,657	
3 VEHICLES & FUEL					
4	MOS	4	120.00 PROJECT MANAGER - AUTO ALLOWANCE	502	
5	MOS	0	0.00 PROJECT ENGINEER - AUTO ALLOWANCE	0	
6	MOS	4	120.00 JOB SUPERINTENDENT - AUTO ALLOWANCE	502	
7	MOS	0	0.00 ASSISTANT SUPERINTENDENT - AUTO ALLOWANCE	0	
8	MOS	4	50.00 PROJECT MANAGER - FUEL CHARGES	208	
9	MOS	0	30.00 PROJECT ENGINEER - FUEL CHARGES	0	
10	MOS	4	100.00 JOB SUPERINTENDENT - FUEL CHARGES	419	
11	MOS	0	0.00 ASSISTANT SUPERINTENDENT - FUEL CHARGES	0	
12					
13					
14			SUB-TOTAL	1,633	

\$ / 90 = 759⁰⁰
LABOR ONLY

4	CLEANUP/MISC LABOR				
5	HRS	36	35.00	PROJECT LABOR	1,260
6	JOB	2	60.00	TRASH DUMPSTER SET UP DELIVERY CHARGE	120
7	EA / WVK	14	100.00	TRASH DUMPSTER (DUMP CHARGES)	1,400
8	JOB	0	0.00	TRASH CHUTES	0
9	JOB	0	0.00	STREET CLEAN UP	0
10	JOB	1	0.00	DUST PROTECTION & TEMPORARY BARRICADES	0
11	HRS	0	0.00	GLASS PROTECTION	0
12	JOB	1	0.00	MISC. TOOLS	0
13	JOB	1	0.00	RENTAL EQUIPMEN	0
14					
15					
16				SUB-TOTAL	2,780
5	SITE SECURITY				
6	LF	1000	2.50	SITE FENCING	2,500
7	LS	0	1,000.00	WOOD BARRICADES	0
8	JOB	0	0.00	PEDESTRIAN WALK WAYS	0
9	EA	2	0.00	GATES	0
10	JOB	1	500.00	FENCE / BARRICADE MAINTENANCE	500
11	WKS	0	0.00	SECURITY GUARD SERVICE	0
				SUB-TOTAL	3,000
6	TEMPORARY UTILITIES				
7	MOS	4	0.00	POWER CONSUMPTION PER MONTH	0
8	JOB	1	0.00	ELECTRICAL SERVICE / TRANSFORMER - 400 amp	0
9	EA	2	150.00	POWER POLE INSTALLATION	300
10	MOS X EA	0.00	25.00	POWER POLE RENTAL	0
11	MOS X EA	0	500.00	TEMPORARY LIGHTING	0
12	MOS X EA	2	40.00	SPIDER BOXES	80
13	JOB	0	500.00	START UP POWER PER MONTH	0
14	EA	2	100.00	PHONE INSTALLATION	200
15	MOS	4	110.00	CELLULAR PHONE CHARGES	440
16	MOS	0	300.00	JOB SITE MONTHLY PHONE CHARGES	0
17	EA	0	0.00	PAY PHONE INSTALLATION	0
18	MOS	4	0.00	PAY PHONE MONTHLY CHARGES	0
19	MOS	4	0.00	FAX PHONE CHARGES	0
20	JOB	0	0.00	WATER SERVICE / TEMP. METER & CHARGES	0
21				SUB TOTAL	1,040
7	SAFETY				
8	JOB	1	200.00	FIRST AID SUPPLIES	200
9	JOB	1	250.00	HARD HATS / SAFTY EQUIP	250
10	JOB	1	0.00	PERIMETER BUILDING GUARD RAILS	0
11	JOB	1	0.00	INTERIOR FLOOR OPENING PROTECTION	0
12	WKS	0	0.00	FLAGMEN	0
13	JOB	1	0.00	TRAFFIC CONTROL	0
14	EA	0	0.00	TEMPORARY STAIRS	0
15				SUB-TOTAL	450
	GENERAL CONDITIONS TOTAL				80,850

COST PER MONTH
COST PER WEEK
COST PER DAY

\$19,314

\$4,482

\$898

Actual Cost Per W.D.



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675



Project: Capistrano Valley High School Lunch Pavilion and Music Plaza
Contract Number: 1314-16

WORK ORDER

DSA Number: 04-112863
File No.: 30-9
Work Order No.: 09
Date: June 5, 2014

To: Mr. Pat Sanders
President
Sanders Construction Services
20331 Lake Forest Drive, #C2
Lake Forest, CA 92630

Title:

Contractor is directed to make the following changes in the contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indicated herein.

Description of Proposal:

Item #1) Pursuant to our Potential Change Order meeting on June 4, 2014, it was determined that access was needed to the existing custodial construction yard and the contractor shall eliminate a 10'-0" wide x 7'-6" high opening at the CMU wall. As such, the contractor shall provide a credit per the attached Potential Change Order 8.4 that will result in a credit.

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the changes (if applicable) under the Work Order is limited to \$25,000.00. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☐ Lump Sum (825.00) ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices.

TIME:

- ☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract is estimated at 27 days
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- ☐ The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		6/12/14
CUSD - John Ferrey		6-11-14
Contractor		6.11.14
Architect of Record		6.10.14

SS:br/P51219500x9-wo



**Sanders
Construction
Services**

Potential Change Order

SCS Project # 1404 PCO No. 8.3 6.4
 Name: Cape Valley High School Lunch Pavilion & Music Plaza Date: 5/21/2014
 Architect: WLC
 Owner: Capitono Unified School District Reference IB 02
 Const. Mgr. (Attached)
 Contractor: Sanders Construction Services

Subcontractor Costs (use when work is subcontracted)

Subcontractors: Lynch Mas / Steeltech

Description:

cost of raw steel only. Delete portion of masonry wall. Delete portion of footing per SK-8 1/

Material	Included
Labor	Included
Sub total	\$ (825)
Subcontractor Overhead (10%)	Included
GC Contractor OH & Profit (5%)	\$ -
GC Contractor Bond (1%)	Included
Subcontractor Total + Contractor Mark-up	\$ (825)

Contractor Costs (use when work is self-performed)

Material	\$ -
Labor	Included
Sub total	\$ -
Contractor Overhead (10%)	\$ -
Contractor Profit (5%)	\$ -
Contractor Bond (1%)	Included
Contractor Total + Contractor Mark-up	\$ -

TOTAL COSTS FOR PCO # 8.3 \$ **(825)**

TOTAL TIME FOR PCO # 0 work days

CONTRACTOR: Sanders Construction Services

Submitted by:

Pat Sanders - President

Date:

5-21-14

INSPECTOR OF RECORD

Recommended by:

Date:

ARCHITECT: WLC

Approved by:

Date:

6-4-14

Approved by:

Date:

[illegible]

General Contractor						
DESCRIPTION	MEN	HOURS	RATE	ADD	CREDIT	COST
						\$0.00
						\$0.00
DESCRIPTION	MATERIAL	DAYS	RATE	ADD	CREDIT	COST
						\$0.00
						\$0.00
						\$0.00
SUBTOTAL						\$0

STEVE LYNCH MASONRY, INC.
 1503 MC CART AVENUE
 BREA, CA 92821-2431
 (562) 697-7300 FAX (562) 697-9097
 BID FAX (562) 690-0610
 ST. LIC. #551585

CHANGE ORDER REQUEST # ONE.1

Tuesday, May 13, 2014

Sanders Construction Services
 20331 Lake Forest Dr. #C2
 Lake Forest CA 92630
 PHONE: (949) 951-8944 FAX: (949) 951-8938

ATTN: Ryan Sanders

RE: 14-695 Capistrano Valley HS Lunch Pavilion

SUBJECT: IB #02-R Deleted CMU @ THE NEW STEEL GATE

BELOW IS A BREAKDOWN ON THE CREDIT COSTS:

A. LABOR:

Brick Layer @ 2.5 hrs	\$88.43	per hour	Delete 80SF wall	(\$171.08)	
Brick Tender @ 2.5 hrs	\$83.12	per hour	Delete 80SF wall	(\$167.80)	
Brick Layer @ 1 hrs	\$88.43	per hour	Add two jambs & cuts	\$88.43	
Brick Tender @ 1 hrs	\$83.12	per hour	Add two jambs & cuts	\$83.12	
				<u>(\$197.33)</u>	(A)

B. MATERIAL:

BLOCK:	-91	8X8X16 818	@	\$4.09 EACH	(372.19)	
			@	EACH	0.00	
			@	EACH	0.00	
			@	EACH	0.00	
MORTAR:	-5	BAGS @	\$5.60 EACH		(28.00)	
STEEL:		80 sf @ \$1.28 a sf			(102.40)	
GROUT:	-1	YARDS @	\$92.00 A YARD		<u>(92.00)</u>	
				SUBTOTAL:	(594.59)	
				SALES TAX 6.75%	(62.03)	
				MATERIAL TOTAL:	<u>(646.62)</u>	(B)

TOTAL OF A, B, ABOVE: (578.19)

TOTAL COST FOR CREDIT WORK: (578.19)

PLEASE ISSUE A CHANGE ORDER TO OUR SUBCONTRACT AGREEMENT FOR THIS AMOUNT.
 PLEASE CALL IF YOU HAVE ANY QUESTIONS.

STEVE LYNCH MASONRY, INC.

WAGE RATE WORKSHEET

Capistrano Unified School District
Capo Valley High School Lunch Pavilion & Music Plaza

JOB/BID NUMBER: 1404

COMPANY: Steve Lynch Masonry

PERIOD: 2/2014 - 8/2014

TRADE/CRAFT: Brick Tender			APPRENTICE	JOURNEYMAN	FOREMAN
BASE RATE				\$ 28.37	
UNION DUES (if applicable)					
TOTAL HR. RATE			0	28.37	0
FRINGES:					
HEALTH & WELFARE				\$ 6.81	
PENSION				\$ 6.00	
VACATION/HOLIDAY				\$ 3.90	
TRAINING				\$ 0.85	
USTRY FUND (if applicable)					
COOPERATION COMMITTEE (if applicable)					
TRAVEL					
SUBSISTENCE					
MISC. (Describe if applicable)				\$ 0.47	
TOTAL FRINGES				12.03	0
TAXES:					
FICA @ 6.2 %			\$ -	\$ 1.76	\$ -
S.S. TAX @ 1.45 %			\$ -	\$ 0.41	\$ -
FUI @ 0.8 %			\$ -	\$ 0.23	\$ -
SUI @ 6.2 %			\$ -	\$ 1.76	\$ -
TOTAL TAXES			0	\$4.16	0
INSURANCE - WORKERS COMPENSATION					
			\$ -	\$ 12.77	\$ -
TOTAL FRINGES, TAXES & INSURANCE			0	\$34.75	0
TOTAL HOURLY COST					
			\$ -	\$ 63.12	\$ -

Revised

STEEL TECH FABRICATION, INC.

14665 Hawthorne Avenue

Fontana, CA 92335

PHONE # (909) 428-8630 FAX # (909) 428-8636

CA State License 500630

May 13, 2014

STF Job #2014-04

S.C.S Job #1401

Sanders Construction Services
20931 Lake Forest Drive, Suite C2
Lake Forest, CA 92630

Attn: Pat Sanders

Reff: Copistrano Valley H.S. Lunch Pavilion & Music Plaza - Bulletin #02R

Dear Pat,

As per your request, please add to our contract the sum of \$1,220.00 tax included for cost to fabricate and galvanize tube joints only (no hinges) per Bulletin #02R. The breakdown for the change order request is as follows:

Material -

5 x 5 x 3/16 Tube Steel

3/8 x 5

-Galvanizing

40-0 @ \$6.90 per ft

"Lump Sum"

"Minimum Charge"

Subtotal

Tax @ 8%

Detailing -

"Lump Sum"

Overhead & Profit @ 15%

Shop Labor -

4 man hours @ \$60.00 per hour

Revised Total

\$ 276.00

\$ 10.00

~~\$ 286.00~~

\$ 511.00

~~\$ 498.00~~

OK \$ 308.88

~~\$ 127.76~~

10% \$ 30.88

~~\$ 158.64~~

\$ 1,220.00

~~\$ 60.88~~

~~\$ 669.52~~

Once reviewed and approved, please be sure to send me an approved contract adjustment as soon as possible. Do not hesitate to contact our office if you have any further questions or concerns.

Respectfully Submitted,

Steve R. Gregor
Steve R. Gregor
Project Manager

ASN/vlg

ST. 308.88
10% 30.88
Total \$339.76

MATERIAL IS ALREADY
PURCHASED FOR TUBES.



UNIFYING PRINCIPLES

1. Approach All Situations With Integrity

Be honest, open and fair in all circumstances. Have a social conscience; take direction from the client without compromising integrity.

2. Be Creative

Challenge the possibilities by examining the obvious. Develop innovation through a detailed understanding of project needs. Be aware there is always the potential to do something meaningful.

3. Be Dedicated

Be personally committed to and concerned about each project. Honor promises and commitments. Make a meaningful contribution to society.

4. Maintain Open and Clear Communication

Communicate openly and clearly. Be available, sensitive and responsive to concerns raised by others, always striving for solutions.

5. Be Positive

Have a positive attitude. Be supportive of others. Focus on the positive attributes of each project. Gain fulfillment out of doing your best.

6. Believe in People

Respect the inherent worth of each individual. Trust in the natural goodness of people. Give others the support and opportunity necessary to do their best.

7. Work Together as a Team

Help one another. Appreciate the contribution of each team member. Invite input from others respecting their opinions and participation. Openly share knowledge and experience.

8. Strive for Excellence

Aspire to excellence as a goal for all endeavors. Strive to improve the quality of architecture by being creative, knowledgeable, and dedicated.

9. Be Wise

Apply our knowledge and past experiences to improve each new project. Know your limits, seeking assistance when necessary.

10. Consistency of Process

Maintain quality and creativity by utilizing a consistent approach and process.

11. Allow for Individuality and Personal Growth

Encourage individuals to utilize their special talents and to pursue personal interest within the framework of the firm.

12. Be Efficient

Make clear and purposeful decisions. Realize when you reach the point of diminishing returns. Understand the abilities and aspirations of others, matching them with tasks that are both challenging and stimulating.

13. Manage With Goals

Develop and maintain short and long range goals. Make decisions with foresight. Be flexible and responsive to spontaneous opportunities.

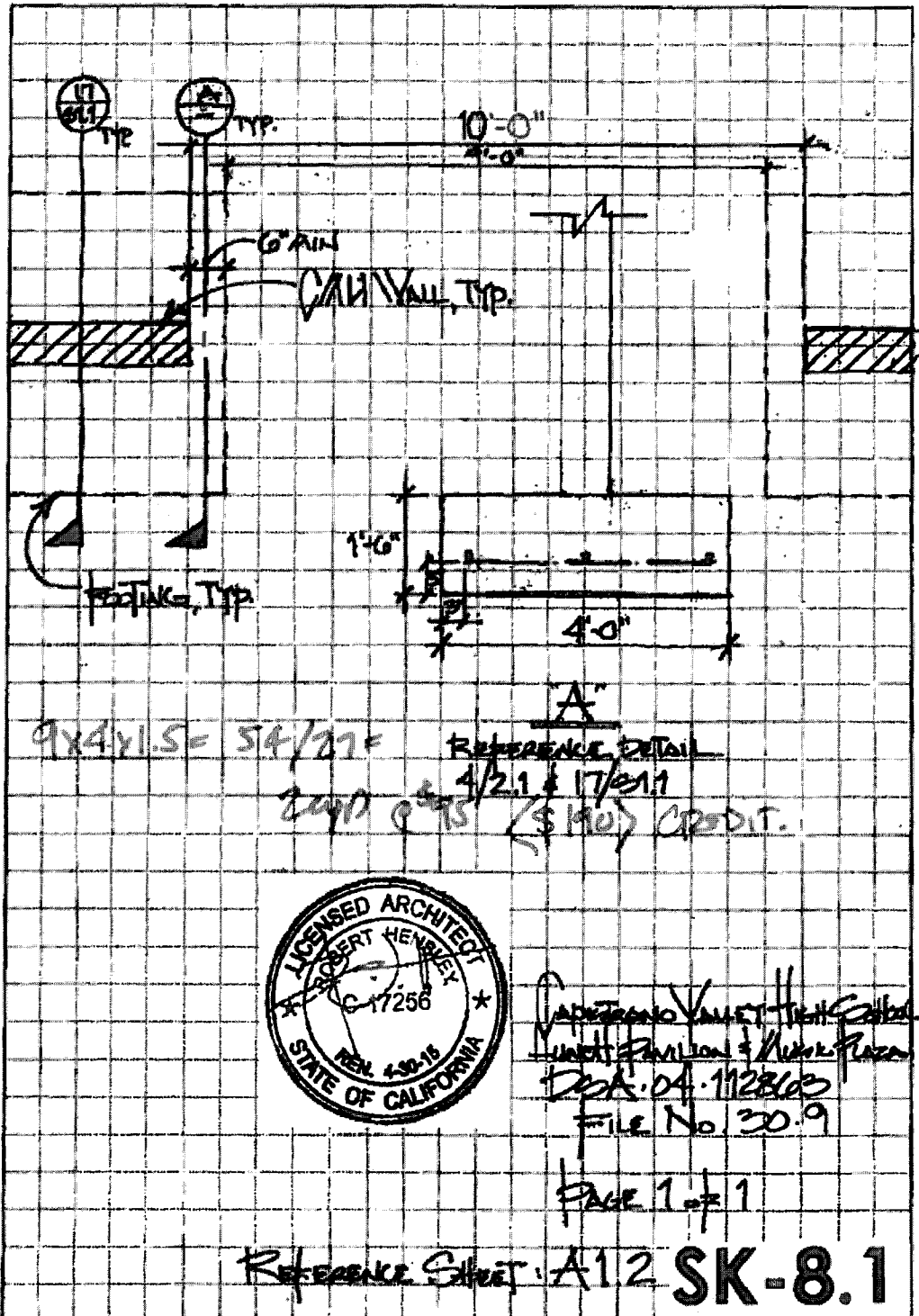
14. Strive for Simplicity

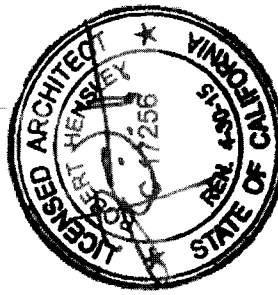
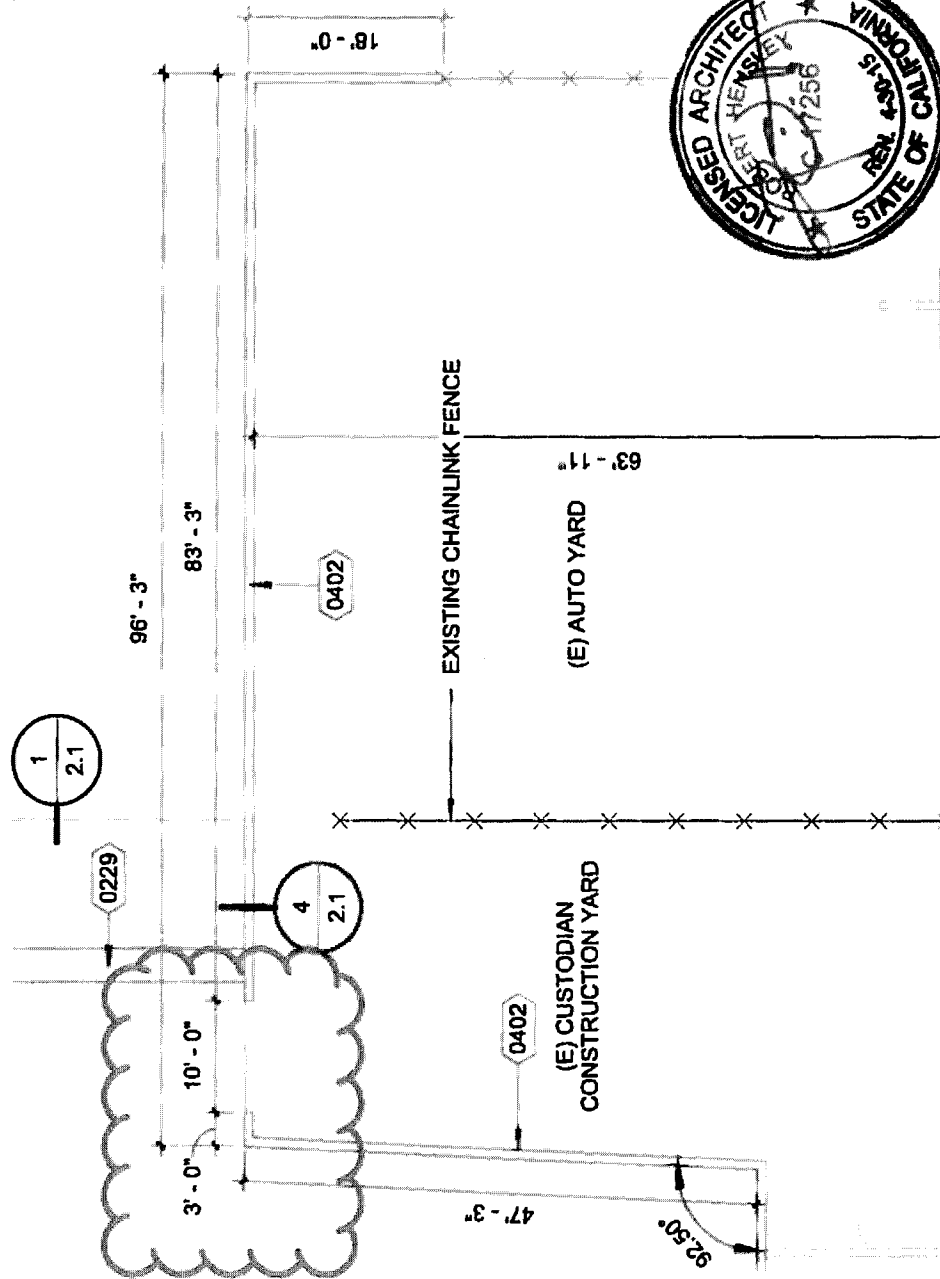
Develop clear solutions based upon a detailed understanding of project needs. Focus on providing quality architecture. Keep the bureaucracy subservient to the purpose.

Project Valero - Lunch Pavilion
Subject _____

Project Number 1219500.50
Date 05.20.14

15.2R
VAL VALL DETAIL Clarification Dwg.





Capistrano Valley High School
Lunch Pavilion and Music Plaza
DSA A-04-112863

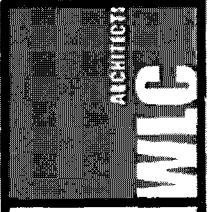
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Page 1 of 1

Reference Sheet A1.2

(E) BUILDING

05/13/14
CMU WALL
OPENING

SK-8R
BID NO 1314-16



CAPISTRANO VALLEY HIGH SCHOOL - LUNCH PAVILION AND MUSIC PLAZA

CAPISTRANO UNIFIED SCHOOL DISTRICT



UNIFYING PRINCIPLES

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Apply our knowledge and past experiences to improve each new project. Know your limits, seeking assistance when necessary.

10. Consistency of Process

Maintain quality and creativity by utilizing a consistent approach and process.

11. Allow for Individuality and Personal Growth

Encourage individuals to utilize their special talents and to pursue personal interest within the framework of the firm.

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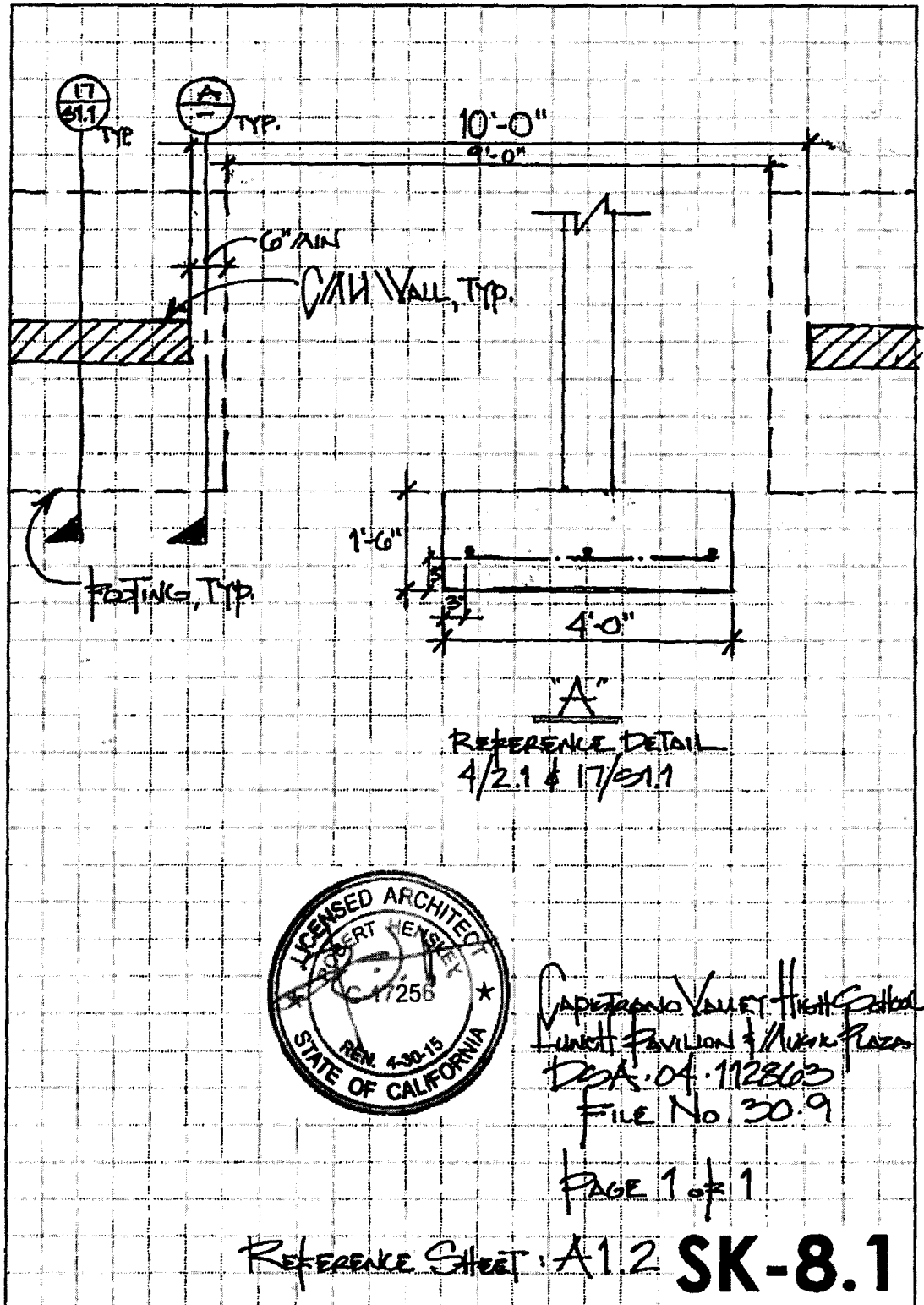
Project WALSH LUNCH FAVILION
Subject _____

Project Number 1219500.50

Date 05.20.14

13.2R

CAH WALL DETAIL CLARIFICATION DWG.





Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675



Project: Capistrano Valley High School Lunch Pavilion and Music Plaza
Contract Number: 1314-16

WORK ORDER

DSA Number: 04-112863

File No.: 30-9

Work Order No.: 10

Date: June 5, 2014

To: Mr. Pat Sanders
President
Sanders Construction Services
20331 Lake Forest Drive, #C2
Lake Forest, CA 92630

Title:

Contractor is directed to make the following changes in the contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indicated herein.

Description of Proposal:

Item #1) Pursuant to our Potential Change Order meeting on June 4, 2014, it was determined due to the existing footing at the existing building, additional cost is incurred due to the reconfiguration of footings details. The contractor is to add two courses of CMU block, epoxy rebar into existing footing at back of stage and add CMU block rake wall at east side walkway per RFI 14, 38 and Instruction Bulletin 7. As such, the contractor is required to proceed with the work associated with the attached Potential Change Order 9.2 that will result in an additional cost.

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000.00. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☐ Lump Sum **\$14,280.00** ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices.

TIME:

- ☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract is estimated at 27 days
- ☐ Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
- The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

Signature	Date
CUSD - Joe Farley	6/12/14
CUSD - John Forney	6-11-14
Contractor	6.11.14
Architect of Record	6.10.14



Potential Change Order

SCS Project # 1404
Job Name: Capo Valley High School Lunch Pavilion & Music Plaza
Architect: WLC
Owner: Capitano Unified School District
Const. Mgr.:
Contractor: Sanders Construction Services

PCO No. 9.2
Date: 8/2/2014
Reference (Attached) RFI 14 / IB 07 / RFI 38

Subcontractor Costs (use when work is subcontracted)

Subcontractors: Lynch Masonry

Description:

Add two courses of block at back of stage and add rake wall at east side walkway per RFI #14 & #38 and IB #7 response. No footing add or credit, 110 LF of new footing being installed. Price does not include 2nd layer of W/P or perforated drain line per verbal from WLC.

Material	Included
Labor	Included
Sub total	\$ 4,881
Subcontractor Overhead (10%)	Included
GC Contractor OH & Profit (5%)	\$ 244
GC Contractor Bond (1%)	Included
Subcontractor Total + Contractor Mark-up	\$ 5,125

Contractor Costs (use when work is self-performed)

Add rebar epoxy dowels and sandblast existing footing. Separate excavation out of sequence after temp water line is removed by others and backfill against existing building. Chip off over pour at radius stair walls

Material	\$ 7,926
Labor	Included
Sub total	\$ 7,926
Contractor Overhead (10%)	\$ 793
Contractor Profit (5%)	\$ 436
Contractor Bond (1%)	Included
Contractor Total + Contractor Mark-up	\$ 9,155

TOTAL COSTS FOR PCO # 9.2 \$ 14,280

TOTAL TIME FOR PCO # 15 work days

CONTRACTOR: Sanders Construction Services

Submitted by:

Pat Sanders - President

Date:

6.3.14

ARCHITECT: WLC

Approved by

Date:

6.4.14

INSPECTOR OF RECORD

Recommended by:

Approved by

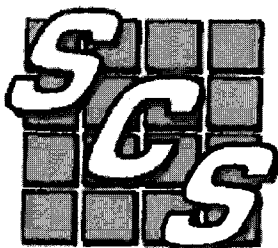
Date:

Date:

Subcontractor	LABOR	QNTY	RATE	ADD	CREDIT	COST
DESCRIPTION						
"A" See attached from Steve Lynch Masonry				4,881		4,881
						0
DESCRIPTION	MATERIAL	EA	TYPE	ADD	CREDIT	COST
						0
SUBTOTAL						\$4,881

Work below is performed after temp water line is removed

General Contractor						
DESCRIPTION — See the "C" back up	MEN	HOURS	RATE	ADD	CREDIT	COST
Dig and expose ftg after temp water removed						
Operator		8	\$78.72	\$629.76		\$629.76
Labor		8	\$63.10	\$504.80		\$504.80
Clean ftg /Drill and epoxy rebar into exist ftg						
chip off over pour @ rad wall Labor		24	\$63.10	\$1,514.40		\$1,514.40
Backfill separate move at mas wall						
Operator		8	\$78.72	\$629.76		\$629.76
Labor		24	\$63.10	\$1,514.40		\$1,514.40
DESCRIPTION	MATERIAL	DAYS	RATE	ADD	CREDIT	COST
Mini excavator		2	\$385.00	\$770.00		\$770.00
compressor		1.5	\$165.00	\$247.50		\$247.50
compactor		2	\$115.00	\$230.00		\$230.00
epoxy material / 12 carts @ \$47 each				\$564.00		\$564.00
rebar slab dowel #4 @ 18" o/c + 526#s @ \$1.18 install				\$620.68		\$620.68
rebar verts #5 @ 16" o/c / 382 #s @ 1.18 / lb				\$450.76		\$450.76
Clean blast material				250.00		\$250.00
SUBTOTAL						\$7,926



Sanders Construction Services

20031 Lake Forest Drive, #C2

Lake Forest, CA 92630

Phone: (949) 951- 6944 Fax: (949) 951- 6936

Request for Information

Date: 5/23/14

RFI Number: 38

To: WLC Architects, Inc.
8163 Rochester Ave. Suite 100
Rancho Cucamonga, CA 91730

CC:
From: SCS

Job Name: Capo Valley HS Lunch Pavilion
Job Number: 1404
File Number: Owner
Date Required:
Urgent: ☒
SUB RFI: Pfeiler & Associates
DSA Application #: 04-112863
DSA File #: 30-9
WLC PROJECT #: 1219500.52

CATEGORY: Existing footing @ existing building		
INFORMATION NOT PROVIDED ON DOCUMENTS:	X	REFERENCE DRAWING SHEET # : <u>See Attached</u>
INTERPRETATION OF REQUIREMENTS:		REFERENCE SPECIFICATION SECTION #:
POSSIBLE COST/SCHEDULE IMPACT		OTHER:

Description of Problem / Clarification/Information Requested

See the attached sketch and photos. We have uncovered the edge of the existing building to prepare doweling in the existing footing per IB #7. There are three different conditions that we found:

A.) The area around the existing radius stair doesn't have a footing protruding past the block, it appears to be only over pour. Suggestion: chip out over pour and go back installing ftg per 4/22.

B.) The north wall has the footing that we can dowel into per IB #7. No change

C.) The east area at the ramp starts with 7" +/- of footing that tapers down to 0" at approx. 30' from the top of the ramp. Suggestion: dig alongside of existing ftg and install similar footing to 4/22 with horizontal dowels into existing footing. At some point there would be a transition from (n) verts coming out of the new footing to dowels into the existing footing per IB #7

Please advise how to proceed.

Reply

A.) THE PROPOSED SOLUTION IS ACCEPTABLE.

B.) PER IB#7 IS OK

C.) VERIFY IF THE TAPERING OF THE (E)FT'G IS ALSO OVER POUR. OTHERWISE CHIP OUT FT'G AND PROVIDE EPOXY DOWEL TO (E)FT'G PER ATTACHED SKETCH 4/2.2.

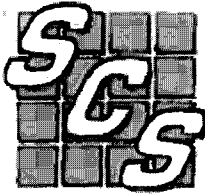
BY:

DATE: Peter Tran 5-23-14

??

IT IS NOT

USE DETAIL 4/2.2 @ BOTH HIGHLIGHTED LOCATIONS



**Sanders
Construction
Services**

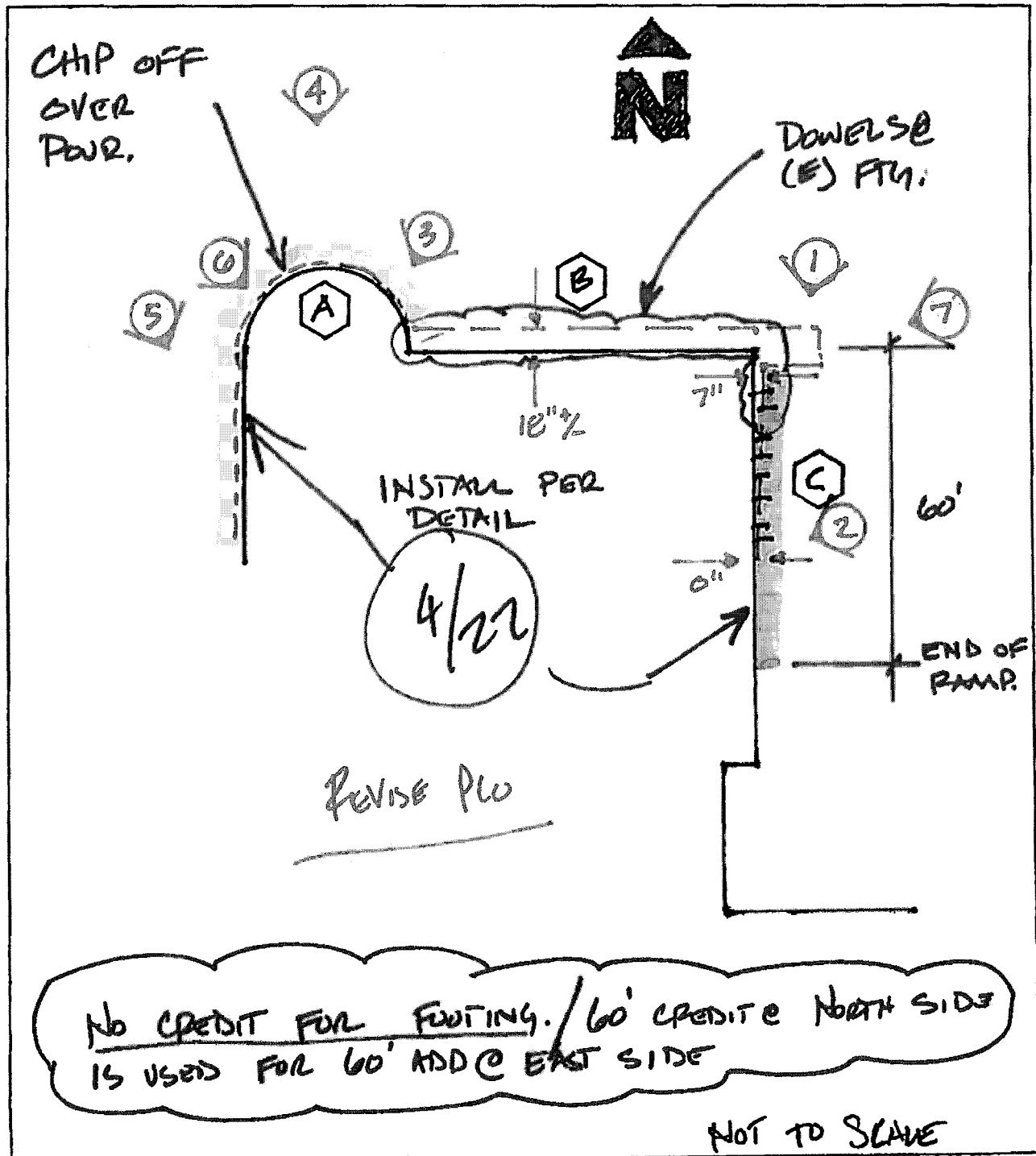
MEMO

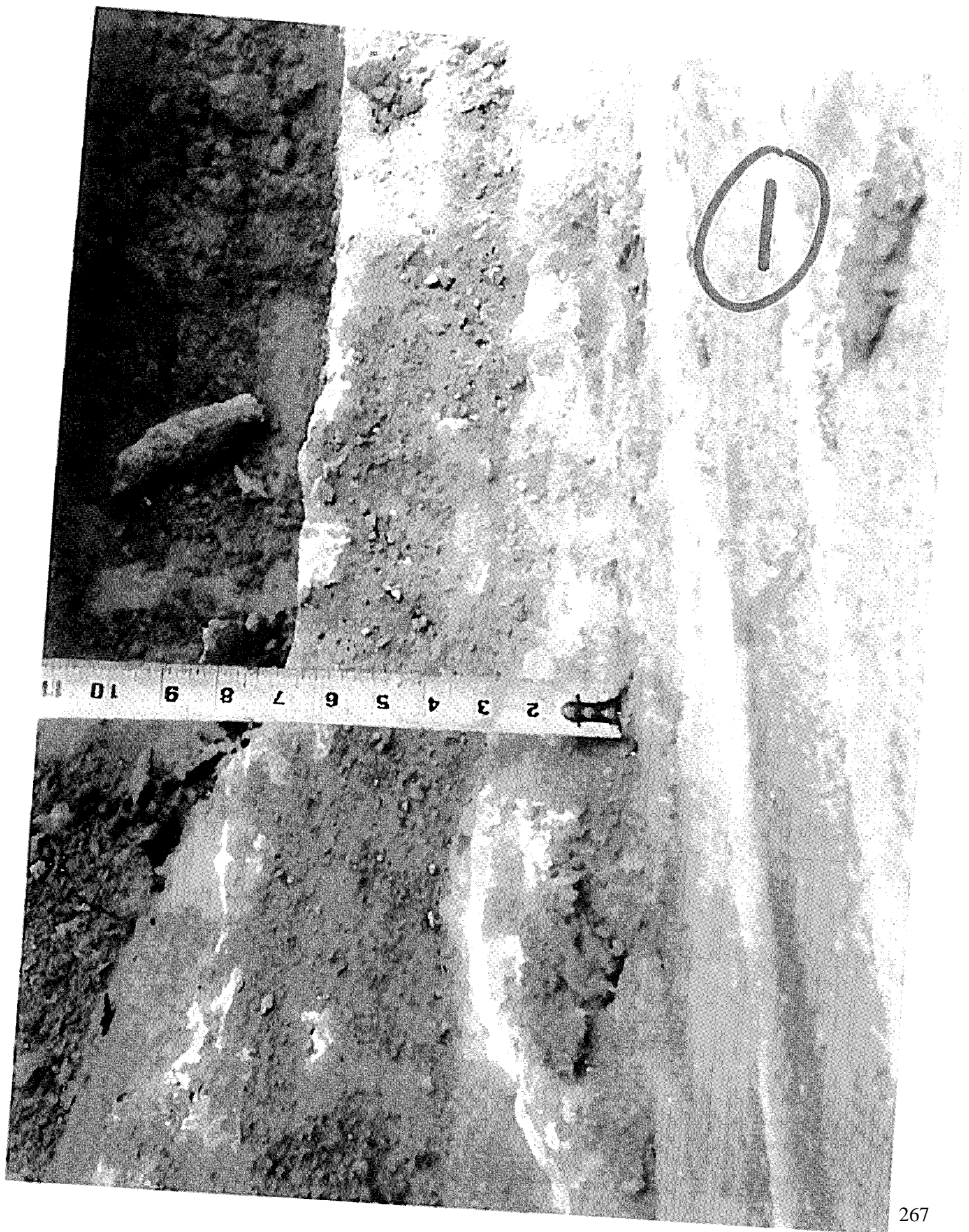
Ph : 848/951-8944
Fax: 848/951-8936

20331 Lake Forest Drive, Suite C2, Lake Forest, CA 92630

Date : 5.23.14
Company : _____
Attention : WLC

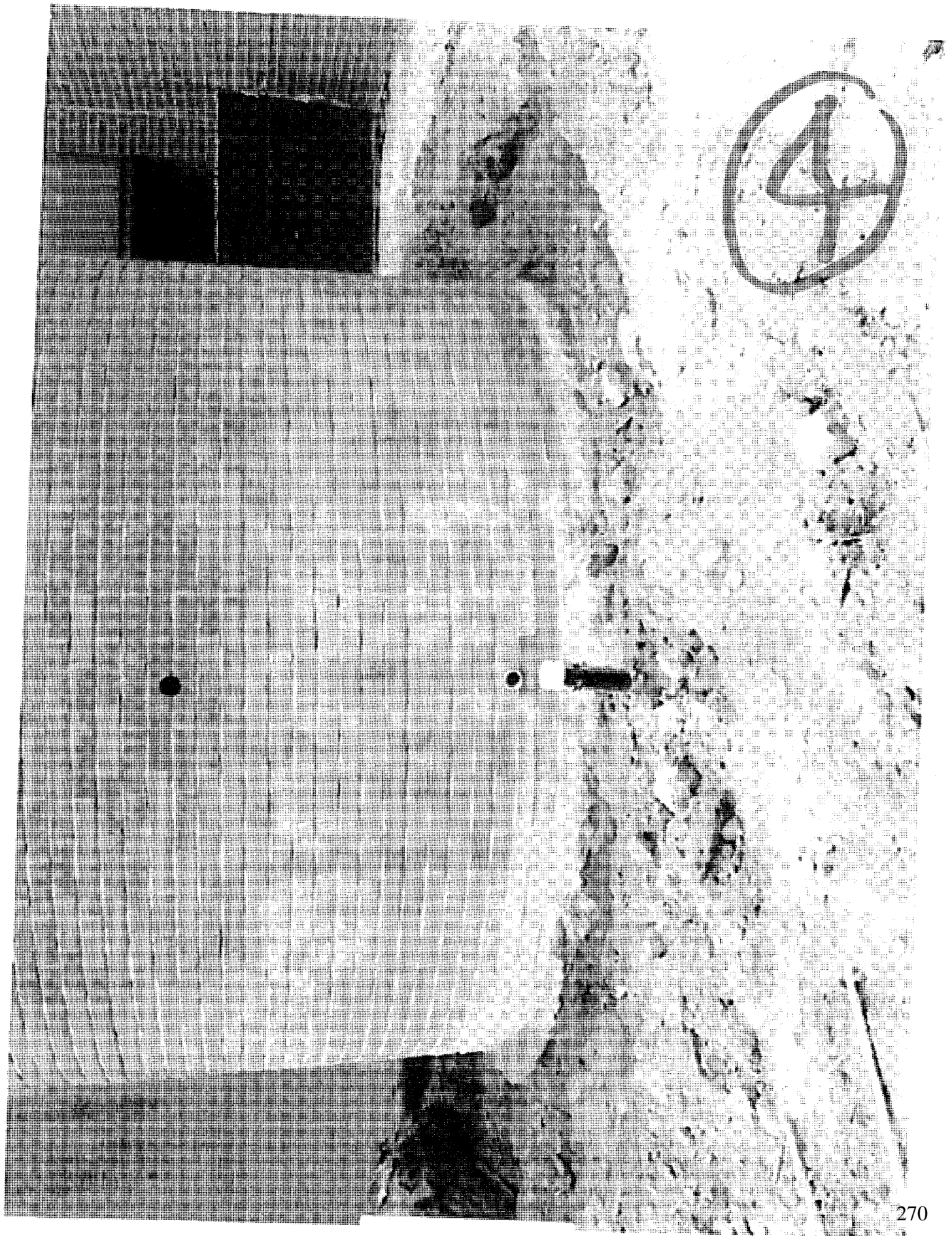
CC: _____
Project: CVHS PAVILION
RE: (E) FTG @ (E) BLDG

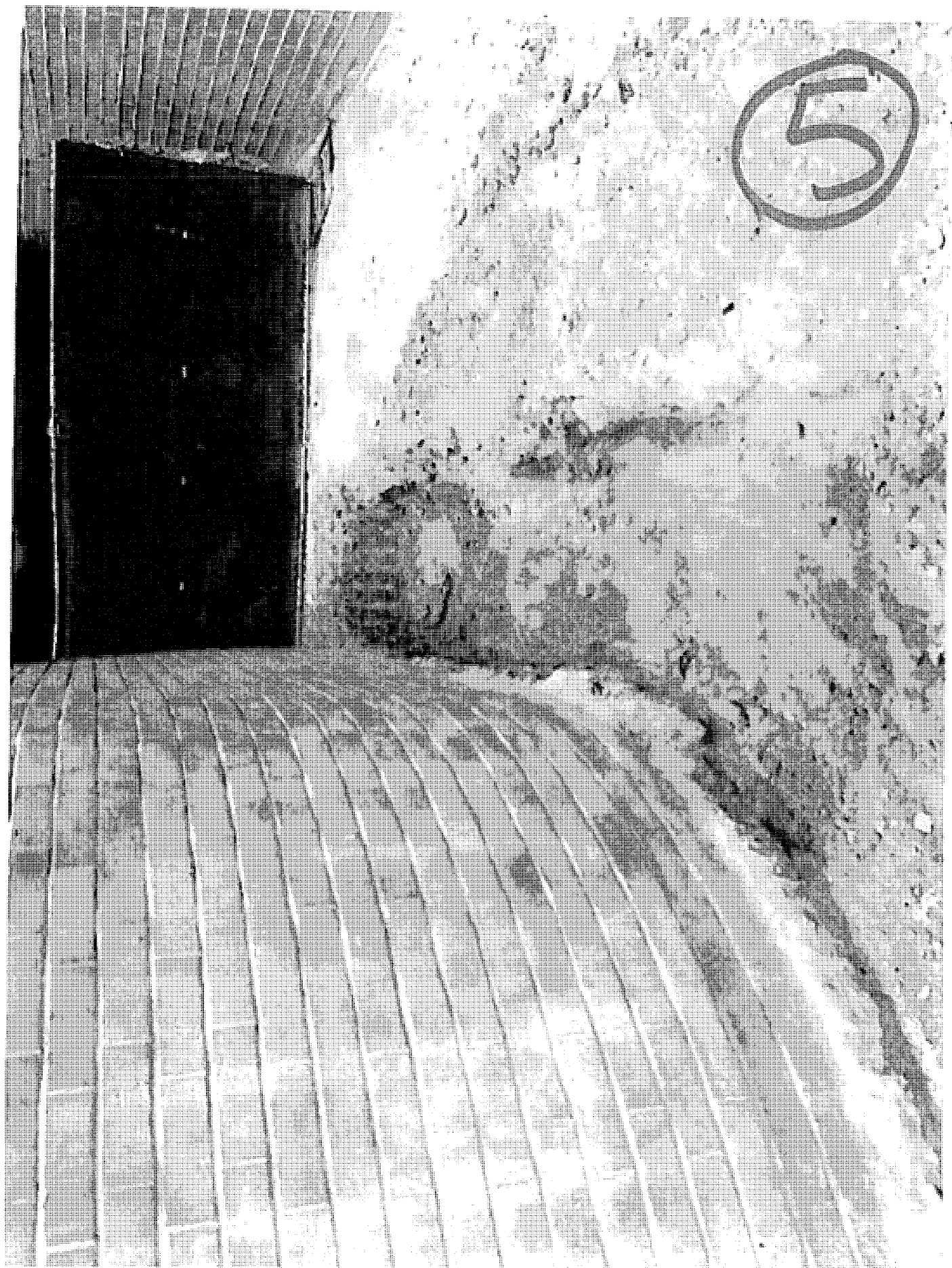
















A.1

STEVE LYNCH MASONRY, INC.
 1503 MC CART AVENUE
 BREA, CA 92821-2431
 (562) 697-7300 FAX (562) 697-9097
 BID FAX (562) 690-0610
 ST. LIC. #551585

CHANGE ORDER REQUEST # 2.1

Monday, May 19, 2014

Sanders Construction Services
 20331 Lake Forest Dr. #C2
 Lake Forest CA 92830
 PHONE: 949-854-8944 FAX : 949-951-6938

ATTN: Ryan Sanders

RE: 14-695 Capistrano Valley HS Lunch Pavillion

SUBJECT: RFI #14 - 60 LF OF CMU RAKE WALL & ADD 16" @ 110 LF of STAGE WALL.

BELOW IS A BREAKDOWN ON THE ADDITIONAL COSTS:

A. LABOR:

Brick Layer @ 22 Hrs	88.43 per HR	\$1,505.48	
Brick Tender @ 22 hrs	83.12 per HR	\$1,388.64	
		\$2,894.10	(A)

B. MATERIAL:

BLOCK:	330	8x8x16 Precision grey	@	\$3.31	EACH	\$1,092.30	
			@		EACH	\$0.00	
			@		EACH	\$0.00	
			@		EACH	\$0.00	
MORTAR:	17	BAGS @		\$5.80	EACH	\$95.20	
STEEL:		320 SQ FT @		\$1.28	A SF	\$409.60	
GROUT:	4	YARDS @		\$92.00	A YARD	\$368.00	
SUBTOTAL:						\$1,985.10	
SALES TAX						8.75%	\$171.95
MATERIAL TOTAL:						\$2,137.05	(B)

C. EQUIPMENT:

FORKLIFT, PUMP \$400.00 ©

TOTAL OF A, B, C ABOVE:	\$5,431.15
10% OVERHEAD AND PROFIT:	\$543.11

TOTAL COST FOR ADDITIONAL WORK: \$5,974.26

PLEASE ISSUE A CHANGE ORDER TO OUR SUBCONTRACT AGREEMENT FOR THIS AMOUNT.
 PLEASE CALL IF YOU HAVE ANY QUESTIONS.

STEVE LYNCH MASONRY, INC.

STEVE LYNCH

STEVEN C. LYNCH
 CEO

A.2

WAGE RATE WORKSHEET

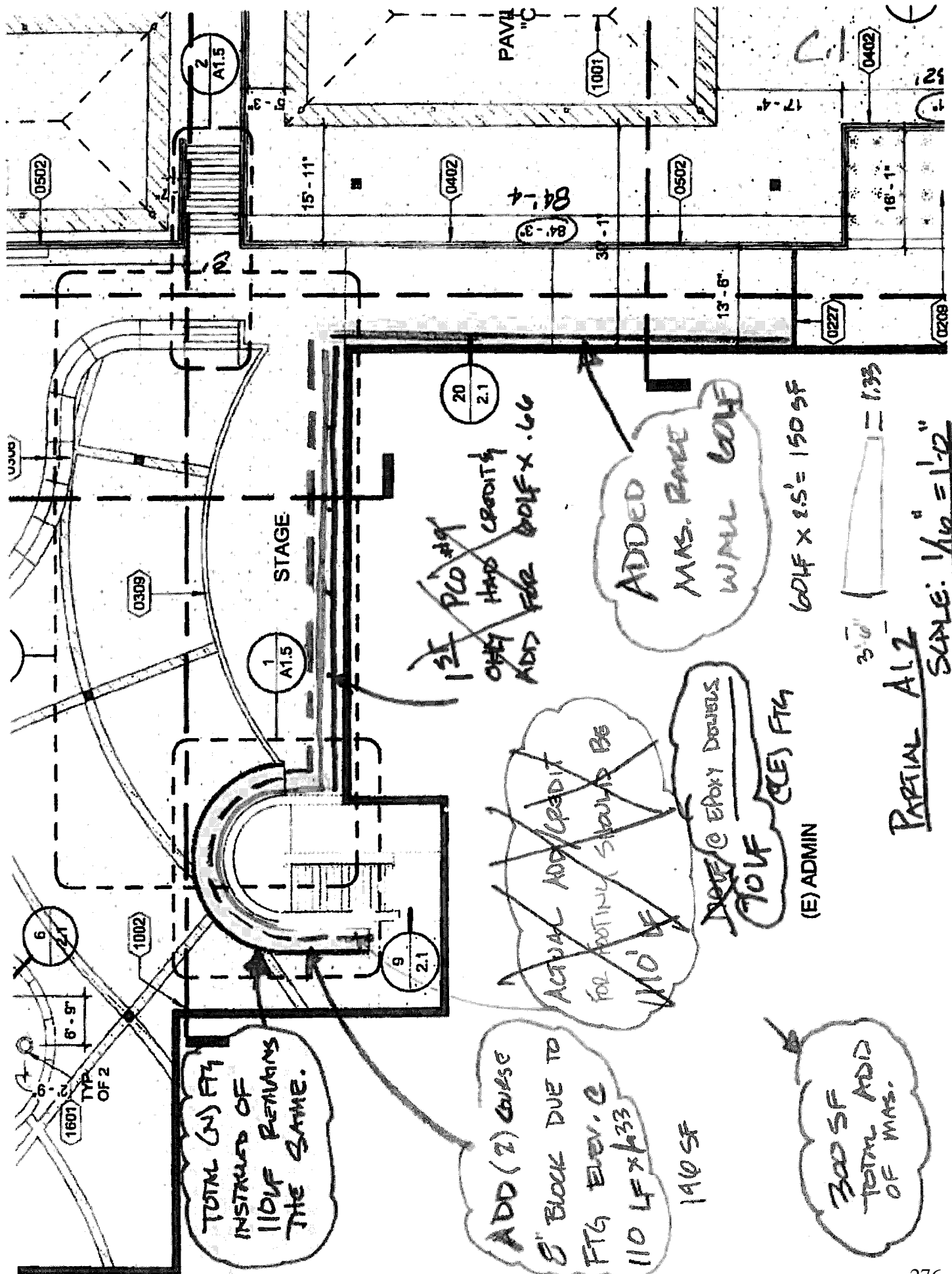
Capistrano Unified School District
Capo Valley High School Lunch Pavilion & Music Plaza

JOB/BID NUMBER: 1404

COMPANY: Steve Lynch Masonry

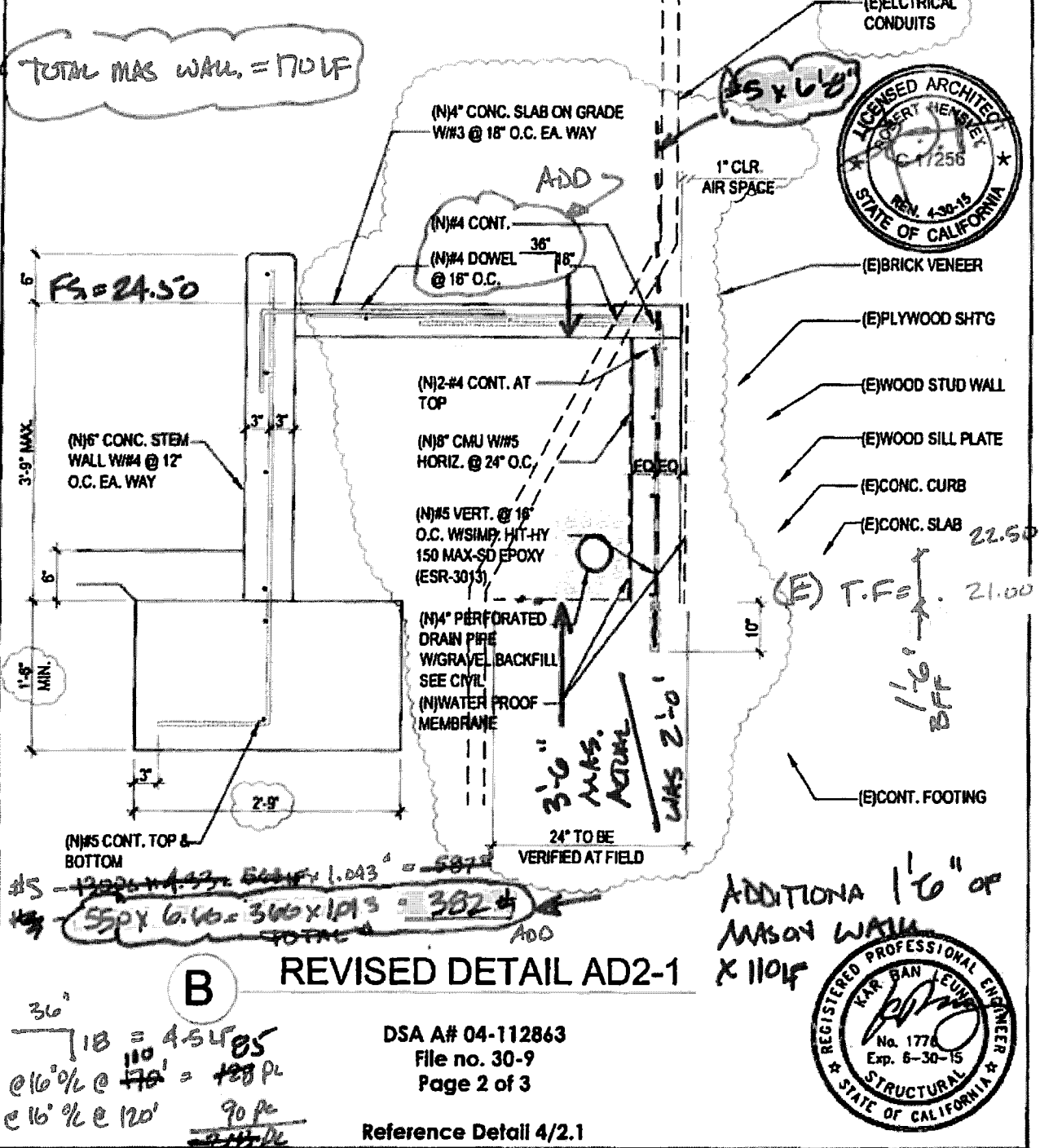
PERIOD: 2/2014 - 8/2014

TRADE/CRAFT: Brick Layer			APPRENTICE	JOURNEYMAN	FOREMAN
BASE RATE				\$ 35.89	
UNION DUES (If applicable)					
TOTAL /HR RATE			0	35.89	0
FRINGES:					
HEALTH & WELFARE				\$ 6.25	
PENSION				\$ 6.19	
VACATION/HOLIDAY					
TRAINING				\$ 0.74	
INDUSTRY FUND (If applicable)					
COOPERATION COMMITTEE (If applicable)					
TRAVEL					
SUBSISTENCE					
MISC. (Describe if applicable)				\$ 0.35	
TOTAL FRINGES			0	13.53	0
TAXES:					
FICA @ 6.2 %			\$ -	\$ 2.23	\$ -
S.S. TAX @1.45 %			\$ -	\$ 0.52	\$ -
FUI @ 0.8 %			\$ -	\$ 0.29	\$ -
SUI @ 6.2%			\$ -	\$ 2.23	\$ -
TOTAL TAXES			0	\$5.28	0
INSURANCE - WORKERS COMPENSATION			\$ -	\$ 13.75	\$ -
TOTAL FRINGES, TAXES & INSURANCE			0	\$32.54	0
TOTAL HOURLY COST			\$ -	\$ 68.43	\$ -



MAS & REBAR DOWELS ADD C.2

PENDING DSA APPROVAL



WLC
Architects, Inc.

SOUTHERN CALIFORNIA
8163 Rochester Ave., Suite 100
Rancho Cucamonga California 91730-0729
tel: 909-987-0909 fax: 909-980-9980

CAPISTRANO VALLEY HIGH SCHOOL
LUNCH PAVILION AND MUSIC PLAZA
DSA FILE #30-9
APPL. # 04-112863
RFI-014

DRAWN	PT
CHECKED	PT
DATE	3-27-14
SCALE	3/8"=1'-0"
JOB NO.	1219500

REF.	2
CCD A-006	

4.5 LF x 175 = 787.5 LF

C.3

WAGE RATE WORKSHEET

Capistrano Unified School District
Capo Valley High School Lunch Pavilion & Music Plaza

JOB/BID NUMBER: 1404

COMPANY: Sanders Construction Services

PERIOD: 2/2014 - 8/2014

TRADE/CRAFT: Operating Engineer			APPRENTICE	JOURNEYMAN	FOREMAN
BASE RATE				\$ 38.20	
UNION DUES (If applicable)					
TOTAL /HR RATE			0	\$38.20	0
FRINGES:					
HEALTH & WELFARE				\$ 11.20	
PENSION				\$ 7.45	
VACATION/HOLIDAY				\$ 2.95	
TRAINING				\$ 0.80	
INDUSTRY FUND (If applicable)					
COOPERATION COMMITTEE (If applicable)					
TRAVEL					
SUBSISTENCE					
MISC. (Describe if applicable)				\$ 0.29	
TOTAL FRINGES			0	22.69	0
TAXES:					
FICA @ 6.2 %			\$ -	\$ 2.37	\$ -
S.S. TAX @1.45 %			\$ -	\$ 0.55	\$ -
FUI @ 0.8 %			\$ -	\$ 0.31	\$ -
SUI @ 6.2%			\$ -	\$ 2.37	\$ -
TOTAL TAXES			0	\$5.60	0
INSURANCE - WORKERS COMPENSATION				\$ 12.23	
TOTAL FRINGES, TAXES & INSURANCE			0	\$40.82	0
TOTAL HOURLY COST			\$ -	\$ 78.72	\$ -

C4

WAGE RATE WORKSHEET

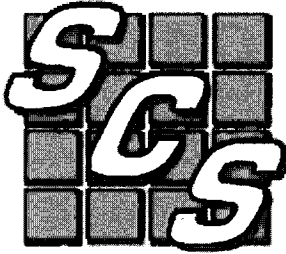
Capistrano Unified School District
Capo Valley High School Lunch Pavilion & Music Plaza

JOB/BID NUMBER: 1404

COMPANY: Sanders Construction Services

PERIOD: 2/2014 - 8/2014

TRADE/CRAFT: Labor			APPRENTICE	JOURNEYMAN	FOREMAN
BASE RATE				\$ 28.99	
UNION DUES (If applicable)					
TOTAL /HR.RATE			0	28.99	0
FRINGES:					
HEALTH & WELFARE				\$ 6.81	
PENSION				\$ 6.00	
VACATION/HOLIDAY				\$ 4.25	
TRAINING				\$ 0.64	
INDUSTRY FUND (If applicable)					
COOPERATION COMMITTEE (If applicable)					
TRAVEL					
SUBSISTENCE					
MISC. (Describe if applicable)				\$ 0.31	
TOTAL FRINGES			0	18.01	0
TAXES:					
FICA @ 8.2 %			\$ -	\$ 1.80	\$ -
S.S. TAX @1.45 %			\$ -	\$ 0.42	\$ -
FUI @ 0.8 %			\$ -	\$ 0.23	\$ -
SUI @ 6.2%			\$ -	\$ 1.80	\$ -
TOTAL TAXES			0	\$4.25	0
INSURANCE - WORKERS COMPENSATION					
				\$ 11.85	
TOTAL FRINGES, TAXES & INSURANCE			0	\$34.11	0
TOTAL HOURLY COST					
			\$ -	\$ 63.10	\$ -



Sanders Construction Services

20031 Lake Forest Drive, #C2

Lake Forest, CA 92630

Phone: (949) 951- 6944 Fax: (949) 951- 6936

Request for Information

Date: 4/11/14

RFI Number: 14

To: WLC Architects, Inc.
8163 Rochester Ave. Suite 100
Rancho Cucamonga, CA 91730

CC: _____

From: SCS

Job Name: Capo Valley HS Lunch Pavilion
Job Number: 1404
File Number: Owner
Date Required: _____
Urgent: X
SUB RFI _____
DSA Application # 04-112863
DSA File # 30-9
WLC PROJECT # 1219500.52

CATEGORY: Masonry wall at stage		
INFORMATION NOT PROVIDED ON DOCUMENTS:	X	REFERENCE DRAWING SHEET # : <u>4/S2.2, 20/S2.1</u>
INTERPRETATION OF REQUIREMENTS:		REFERENCE SPECIFICATION SECTION #:
POSSIBLE COST/SCHEDULE IMPACT		OTHER:

Description of Problem/ Clarification/Information Requested

Please clarify the follow issues at the stage area and ramp down to the lower level:

A.) How does the masonry wall & waterproofing work around the existing conduits. See attached sketch and photo

B.) Sketch AD2-1 and detail 4/2.2 show the existing footing flush with the brick. The footing extends out 2" from the brick. See attached sketch. Can we pour the new footing on top of the existing? Please advise.

C.) Detail 20/2.1 shows that we will backfill against the existing brick. Discussions at the site meetings have indicated a wall or thickened slab may be added. The temporary water line is now also in this location. Please advise how this will be constructed if there are to be changes.

REPLY:

A.) SEE ATTACHED DETAIL 1 FOR OUTLINE OF (E) CONDUIT. PLEASE PROVIDE EXACT DIMENSION OF (E) CONDUIT LOCATION IN DETAIL 1 FOR FURTHER REVIEW.

B.) PLEASE CLARIFY THE 2" DIMENSION AS MENTIONED ABOVE SHOULD BE 24". SEE ATTACHED DETAIL 2

C.) SEE ATTACHED DETAIL 2

BY: PETER TRAN

DATE: 4-21-14

STAGE

(B)

A. HOW DOES WAS.
WALL WORK W/
(E) CONDUITS

BUILDING

B. SEE DETAIL
AD2-1. (E)
FTG IS NOT
FINISH W/ BRICK
HOW IS WALL
SUPPORTED?

C. WHAT SUPPORT
SLABS @ PAMP
DOWN SIDE OF
BUILDING.

PROPOSED LUNCH PAVILION

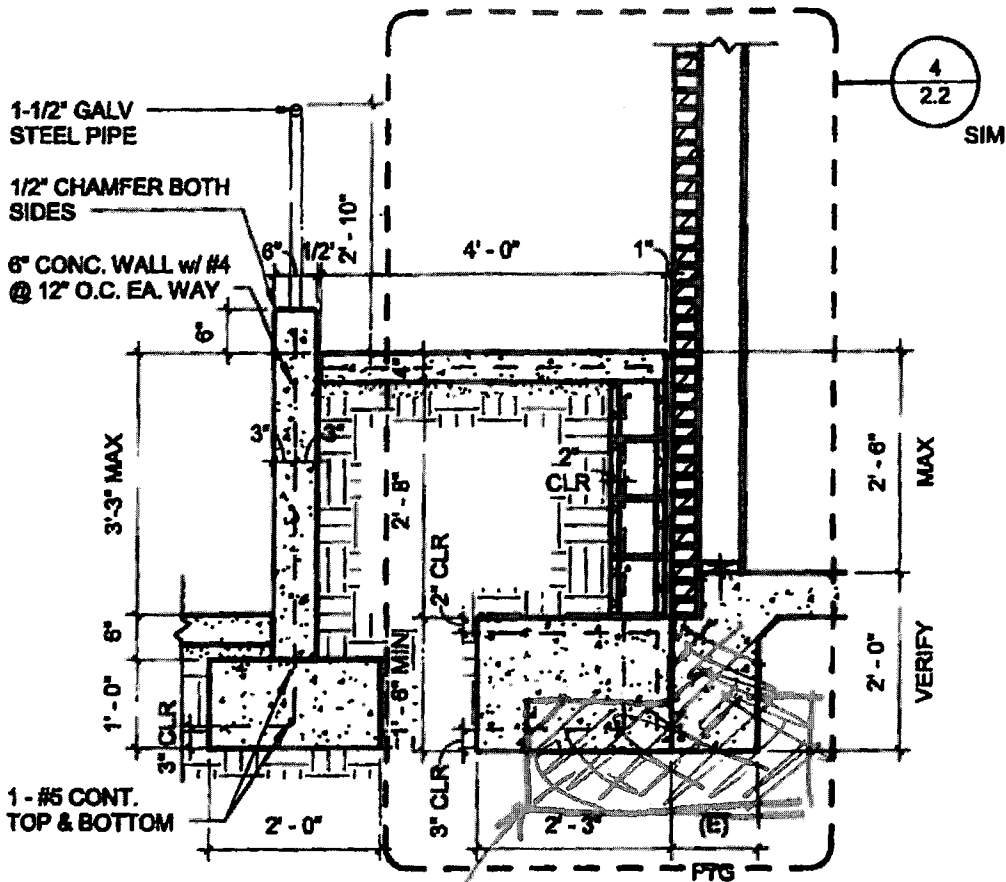
281

BUILDING

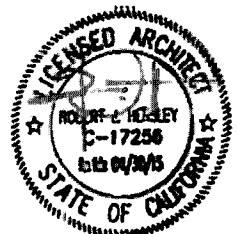
B. SEE DETAIL
AD2-1. (E)
FTG IS NOT
FUSH W/ BRICK
HOW IS WALL
SUPPORTED?

C. WHAT SUPPORT
SLABS @ PAMP
DOWN SIDE OF
BUILDING.

B



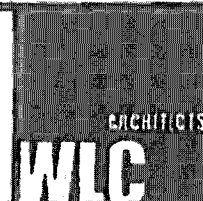
(E) FTG.



DSA A#04-112863
FILE NO. 30-09

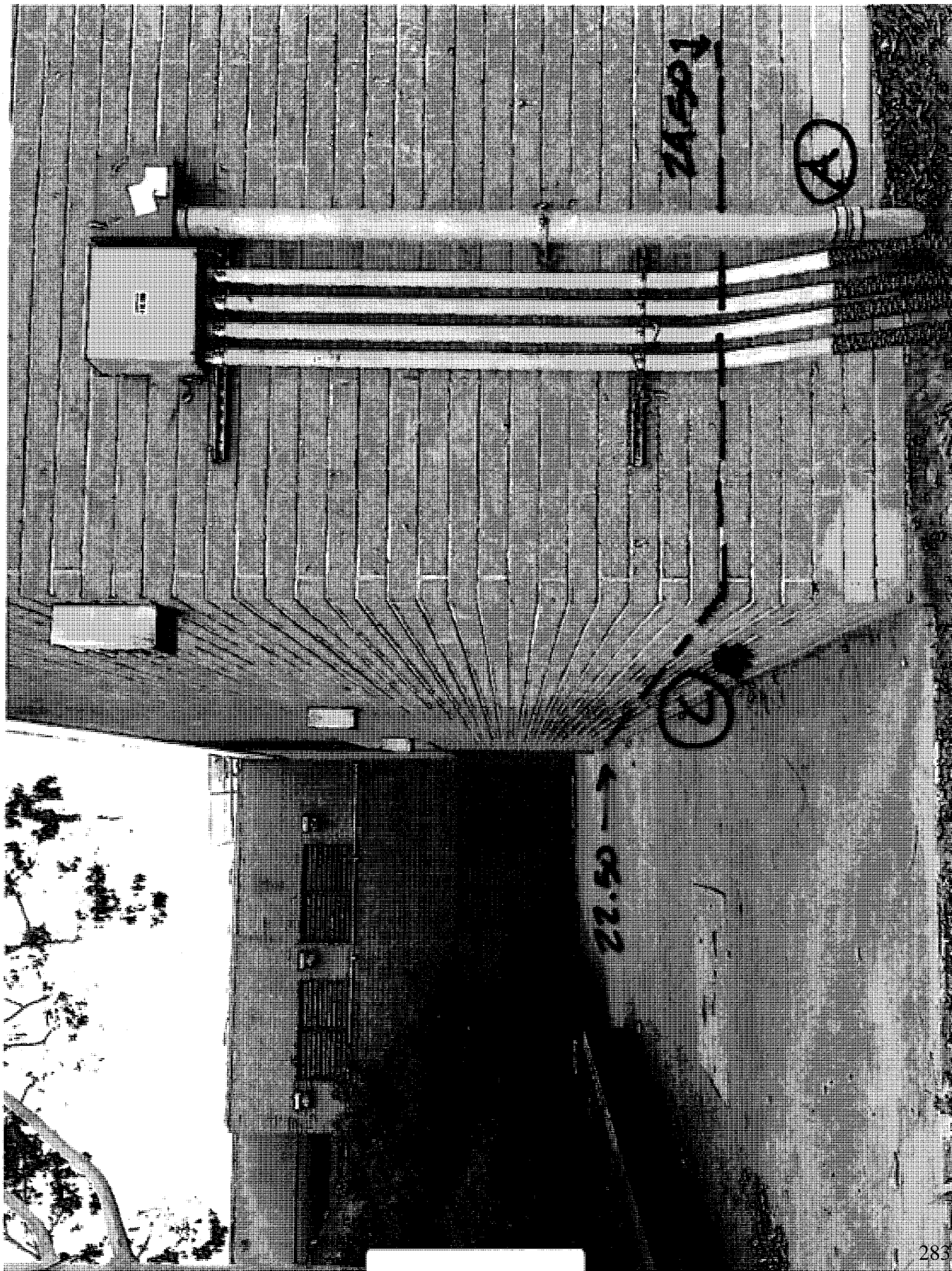
Reference Detail 13 on Sheet A1.5

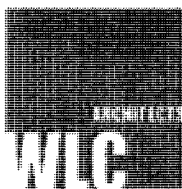
VALLEY HIGH SCHOOL - LUNCH PAVILION AND MUSIC PLAZA CAPISTRANO UNIFIED SCHOOL DISTRICT



01/27/14
RAMP @ (E)
BUILDING

AD2-1
BID NO 1314-16





CLIENT FOCUSED. PASSION DRIVEN.

DATE: April 28, 2014

INSTRUCTION BULLETIN: 07

PROJECT NO.: 1219500.53

PROJECT:

Capistrano Valley HS Lunch Pavilion and Music
Plaza
26301 Via Escalar
Mission Viejo, CA 92692

TO:

Mr. Pat Sanders
President
Sanders Construction Services
20331 Lake Forest Drive, #C2
Lake Forest, CA 92630

DESCRIPTION OF WORK TO BE PERFORMED:

Item 7.1 Provide cost to revise Detail 4/2.2 at the Stage per the attached CCD A005.
7.2 Provide CMU wall to extend down the ramp at the existing building, per Detail 3 of
attached CCD A005.

Justification: Removal of root may break domestic water line.


Requested by: WLC Architects, Inc.

Attachment: CCD A005

ACTION TO BE TAKEN:

1. _____ Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion.
2. X Make the described change in the work with credit for which will be determined in accordance with the General and Supplementary Conditions of the Contract.
3. _____ Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

CC:


STEVE C. STEARNS
Senior Project Manager

AUTHORIZATION TO PROCEED:

When approved by both parties below, you are authorized to proceed with the work outlined in Item _____.

The amount for this change of _____ will be (added/deducted) _____ in a forthcoming Change Order.

The contract Time will be adjusted by _____ day(s) (added/deducted).

Owner John Forney

Date

Contractor Pat Sanders

Date

SS:hb\p51219500x7-ib



140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A

CCD Category A is for construction changes to or affecting Structural Safety, Fire Life Safety or Accessibility.

This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Capistrano Unified School District	DSA File #: 30	- 9
Project Name/School: Capistrano Valley High School Lunch Pavilion and Music Plaza	DSA App. #: 04	- 112863

APPLICANT		
CCD #: A005	Date Submitted: 04/22/2014	Attached Pages?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (5 pages)
Firm Name: WLC Architects, Inc.	Contact Name: Steve Stearns	
Email: sstearns@wlcarchitects.com	Phone Number: (909) 987-0909	
Address: 8163 Rochester Avenue, Suite 100		
City: Rancho Cucamonga	State: CA	Zip: 91730

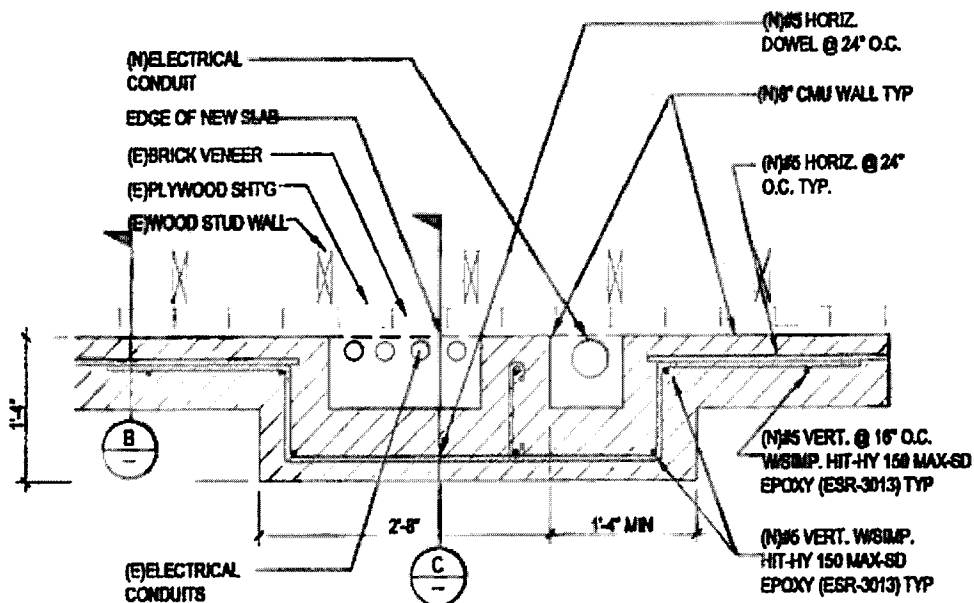
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Robert J. Hensley	
Professional License #: C-17258	Discipline: Principal

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: 
DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: <input checked="" type="checkbox"/> To confirm that all CCD drawings and calculations have been stamped and signed by the Responsible Design Professional.
Brief Description of construction change (attach additional sheets if needed): Revise Detail 4/2.2; existing conduits inhibit CMU retaining wall from being continuous. Dowel rebar into existing footing and eliminate new footing.
List of DSA approved drawings affected by this CCD: Sheets A1.2 and 2.2

DSA USE ONLY						
Group	Status			Reviewed by	Approved by	Date
SSS	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> Not Required			
FLS	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> Not Required			
ACS	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> Not Required			
STATUS OF CCD:		<input type="checkbox"/> Approved		<input type="checkbox"/> Disapproved (resubmittal is required)		



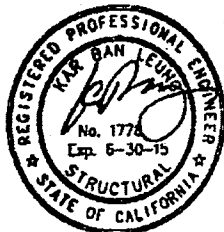
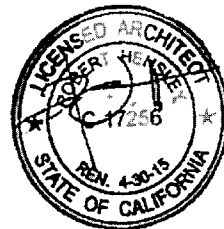
A REVISED DETAIL AD2-1

DSA A# 04-112863

File no. 30-9

Page 1 of 3

Reference Sheet A1.2 and Detail 4/2.1



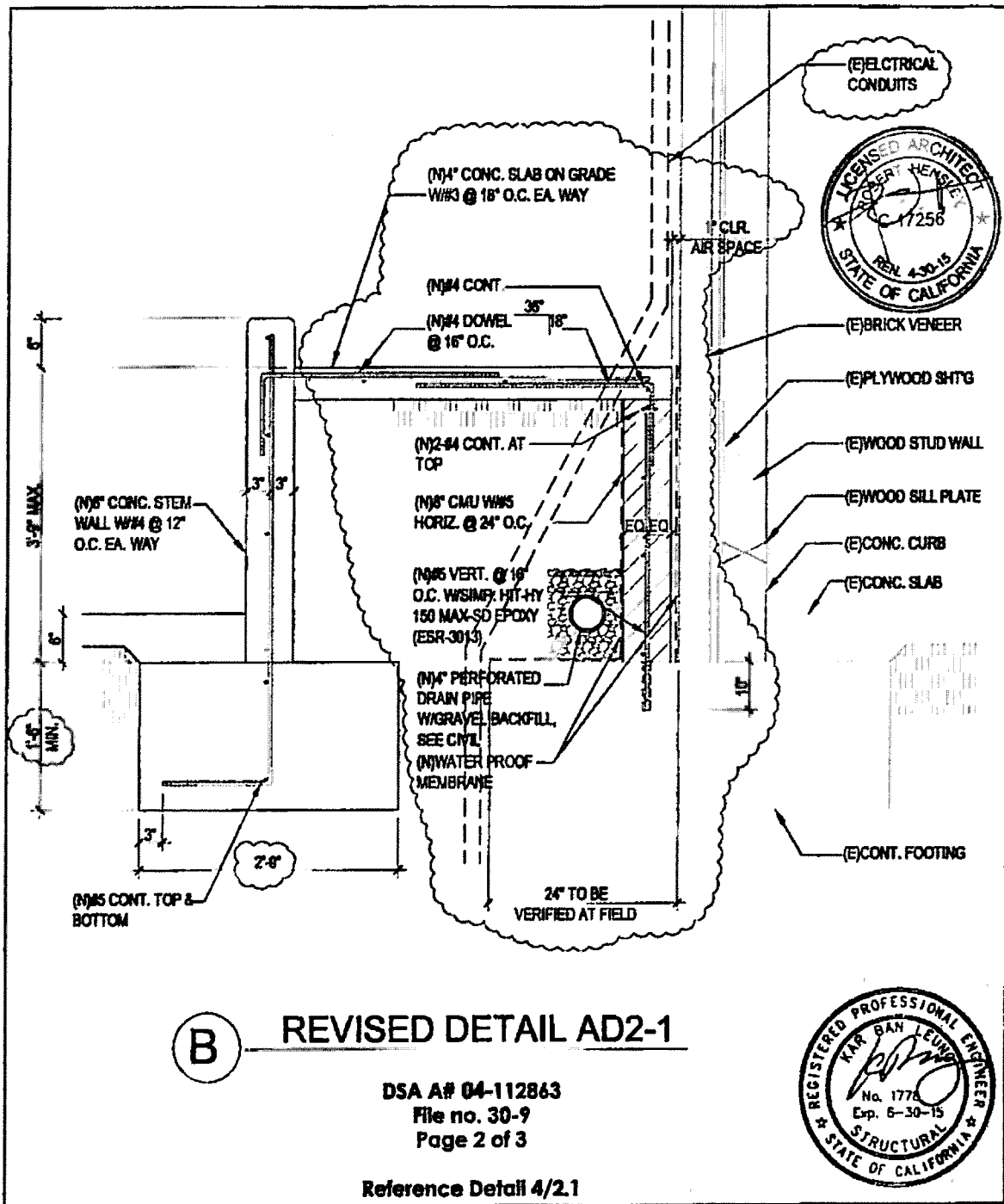
WLC
Architects, Inc.
ARCHITECTS • PLANNERS • ENGINEERS

SOUTHERN CALIFORNIA
8163 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0909
fax: 909-980-9980

**CAPISTRANO VALLEY
HIGH SCHOOL**
LUNCH PAVILION AND MUSIC
PLAZA
DSA FILE #30-9
APPL # 04-112863
RFI-014

DRAWN	PT
CHECKED	PT
DATE	3-27-14
SCALE	3/8"=1'-0"
JOB NO.	1219500

REF.	1
CCD-A05	



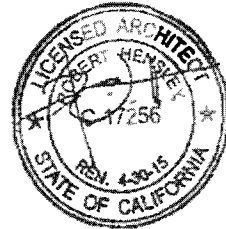
WLC
Architects, Inc.
ARCHITECTS • PLANNERS • INTERIORS

SOUTHERN CALIFORNIA
8183 Rochester Ave.,
Suite 100
Rancho Cucamonga
California 91730-0729
tel: 909-987-0809
fax: 909-980-9980

**CAPISTRANO VALLEY
HIGH SCHOOL**
LUNCH PAVILION AND MUSIC
PLAZA
DSA FILE #30-9
APPL. # 04-112863
RFI-014

DRAWN	PT
CHECKED	PT
DATE	3-27-14
SCALE	3/8"=1'-0"
JOB NO.	1218500

REF.	2
CCD-A05	



REF.	3
CCD-A05	



Capistrano Unified School District
Facilities and Plant Operations
33122 Valle Road
San Juan Capistrano, California 92675



Project: Capistrano Valley High School Lunch Pavilion and Music Plaza
Contract Number: 1314-16

WORK ORDER

DSA Number: 04-112863
File No.: 30-9
Work Order No.: 11
Date: June 5, 2014

To: Mr. Pat Sanders
President
Sanders Construction Services
20331 Lake Forest Drive, #C2
Lake Forest, CA 92630

Title:

Contractor is directed to make the following changes in the contract. All work shall be performed subject to the conditions contained in the Contract. This Work Order shall constitute a full and final settlement of any and all claims the Contractor has, arising out of the revision set forth herein, including claims for impact and delay costs, excluding those indicated herein.

Description of Proposal:

Item #1) Pursuant to our Potential Change Order meeting on June 4, 2014, it was determined that value engineering is necessary for the concrete finish surface. The contractor shall eliminate the exposed aggregate finish and provide a medium broom finish to the concrete surface. As such, the contractor shall credit per the attached Potential Change Order 14 that will result in a credit.

Proposal Details:

It is understood that this Work Order will be effective when signed by Joe Farley. Contractor agrees to furnish all labor and materials and perform all of the above described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$25,000.00. The adjustment in contract sum, if any, and the adjustment in the contract time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Work Order, unless otherwise provided in the Work Order.

COST:

- ☐ Lump Sum (\$17,228.00) ☐ Not To Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME AND MATERIAL DAILY EXTRA WORK REPORT forms.
- ☐ Submit quotation promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review and will be resolved to be mutually agreeable.
- ☐ In accordance with Contract unit prices.

TIME:

- ☐ No Change ☐ Time Impact Unknown ☐ Impact to Contract is estimated at 27 days

Will not change completion date but is expected to impact specific CPM Activities. Activity Numbers: _____ Days: _____
The Contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed in accordance with the Contractor's weekly and monthly schedule.

	Signature	Date
CUSD - Joe Farley		6/12/14
CUSD - John Fomey		6-11-14
Contractor		6-11-14
Architect of Record		6-10-14



Potential Change Order

SCS Project # 1404 PCO No. 14
Job Name: Capo Valley High School Lunch Pavilion & Music Plaza Date: 6/2/2014
Architect: WLC
Owner: Capitran Unified School District Reference (Attached) IB #9
Const. Mgr:
Contractor: Sanders Construction Services

Subcontractor Costs (use when work is subcontracted)

Subcontractors: SJ Grigolla

Description:

Change finish surface from exposed aggregate to med broom finish per IB #9

Material	Included
Labor	Included
Sub total	\$ (17,228)
Subcontractor Overhead (10%)	Included
GC Contractor OH & Profit (5%)	\$
GC Contractor Bond (1%)	Included
Subcontractor Total + Contractor Mark-up	\$ (17,228)

Contractor Costs (use when work is self-performed)

Material	\$
Labor	Included
Sub total	\$
Contractor Overhead (10%)	\$
Contractor Profit (5%)	\$
Contractor Bond (1%)	Included
Contractor Total + Contractor Mark-up	\$

TOTAL COSTS FOR PCO # 14 \$ (17,228)

TOTAL TIME FOR PCO # work days

CONTRACTOR: Sanders Construction Services

Submitted by:

Pat Sanders - President

Date:

6.2.14

ARCHITECT: WLC

Approved by:

Date:

6.4.14

INSPECTOR OF RECORD

Recommended by:

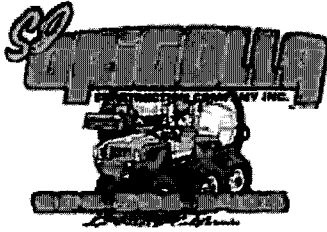
Approved by:

Date:

Date:

Subcontractor	LABOR	QNTY	RATE	ADD	CREDIT	COST
DESCRIPTION						
See attached from SJ Grigolla					(17,228)	(17,228)
DESCRIPTION	MATERIAL	EA	TYPE	ADD	CREDIT	COST
						0
SUBTOTAL						-\$17,228

General Contractor	MEN	HOURS	RATE	ADD	CREDIT	COST
DESCRIPTION						
DESCRIPTION	MATERIAL	DAYS	RATE	ADD	CREDIT	COST
						\$0.00
SUBTOTAL						\$0



CHANGE ORDER

Prepared By: Stephen Young
 2639 SIERRA WAY
 LA VERNE, CA 91750
 909.596.6406 (Office)
 909.596.5031 (Fax)
 Stephen.SJGrigolla@gmail.Com
 License # 462356-A

Project:	CVHS Lunch Pavillion	To:	Sanders Construction
Address:	26301 Via Escolar Mission Viejo, CA	Attn:	Ryan / Pat
Wages:	Prevailing Wages	CO #	3

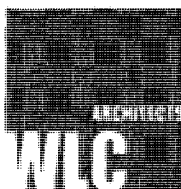
Change Order

Item description	detail	quantity		unit cost	total
Credit associated with changing the concrete finish for exposed aggregate to medium broom finish. All banding, tool joints and sawcuts remain the same		1	LS	-\$17,228.40	-\$17,228.40
				subtotal	-\$17,228.40

Labor to place exposed aggregate during pour	45	hrs	62.26	\$2,801.70
Labor to wash concrete and exposed aggregate the next day	45	hrs	62.26	\$2,801.70
Cost of 3/8" aggregate @ 1200SF / ton	25	tons	\$425	\$10,625.00
Cost of spray on surface retarder	1	LS	\$1,000	\$1,000.00

\$17,228.40

1. All items above are per plans and specs.
2. SJ GRIGOLLA is non-union and a minority business enterprise.
3. All grades are to be within a tenth plus or minus.
4. Base work excluded unless specified in the proposal.
5. Surveying or engineering of any kind is EXCLUDED
6. This estimate doesn't constitute a contract agreement. Price good for 60 days.
7. Demolition is EXCLUDED unless specified. Available per request.
8. Color is not included unless otherwise noted.
9. All joints, and rebar is included for the items listed per plans and specs.
10. Any material cost increase shall be paid by the owner or contractor.
12. Templates, anchor bolts, and other hardware for fgs and structural concrete items EXCLUDED. Provided by others.
13. No walls or wall footings unless specified in estimate. Available per request.
14. No furnishings or installs (i.e: Bollards, bike racks, etc.) unless specified. Available per request.
15. Minor cracking may occur, all concrete will be poured per plans and specs.
16. Exposed finishes on concrete may have minor variance due to changes in mixes and weather conditions



CLIENT FOCUSED. PASSION DRIVEN.

DATE: May 6, 2014

INSTRUCTION BULLETIN: 09

PROJECT NO.: 1219500.53

PROJECT:

Capistrano Valley High School Lunch Pavilion and
Music Plaza
26301 Via Escalar
Mission Viejo, CA 92692

TO:

Mr. Pat Sanders
President
Sanders Construction Services
20331 Lake Forest Drive, #C2
Lake Forest, CA 92630

DESCRIPTION OF WORK TO BE PERFORMED:

Item 9.1 Eliminate the exposed washed aggregate finish surface throughout the entire project and replace with medium broom finish surface.

Justification: Value Engineering.


Requested by: WLC Architects, Inc.

Attachment: None

ACTION TO BE TAKEN:

1. Make the described change in the work at no change in the Contract Sum and no change in the Contract Time of Completion.
2. ☒ Make the described change in the work with credit for which will be determined in accordance with the General and Supplementary Conditions of the Contract.
3. Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

CC:


STEVE C. STEARNS
Senior Project Manager

AUTHORIZATION TO PROCEED:

When approved by both parties below, you are authorized to proceed with the work outlined in Item

The amount for this change of _____ will be (added/deducted) _____ in a forthcoming Change Order.

The contract Time will be adjusted by _____ day(s) (added/deducted).

Owner John Forney

Date

Contractor Pat Sanders

Date

SS hb\PS1219500x9-jb

AGREEMENT FOR FILE TRANSFERS
("Agreement")

By and Among

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
and its affiliated insurance companies listed on the signature page hereto (individually and collectively
the "Insurer").

And

CAPISTRANO UNIFIED SCHOOL DISTRICT
Federal Employer Identification Number: _____
("Insured")

WHEREAS, the Insurer has issued excess workers' compensation policies to the Insured, as set forth in Exhibit A (collectively, the "Insurance Program"); and

WHEREAS, Insured, through its claims administrator (the "Claim Administrator"), handles claims under the Insurance Program ("Claims"); and

WHEREAS, the Insured and Insurer desire to transfer the claims adjusting services the Claims Administrator is performing in connection with certain Claims under the Insurance Program from the Claim Administrator to Insurer now and in the future; and

WHEREAS, effective as of July 10, 2014 (this date, and/or the effective date of any additional transfer of a Claim from Insured to Insurer under the Insurance Program shall be hereinafter referred to as the "Effective Date"), the Claims set forth in Exhibit B will be transferred to Insurer (the "File Transfer"); and

WHEREAS, in the interest of maintaining continuous and quality claims adjusting services for the Insurance Program and in order to effectuate the File Transfer, the parties hereto have agreed to enter into this Agreement, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Insurer and Insured hereby agree as follows:

1. The Insured agrees to transfer, or cause its Claims Administrator to transfer, the Claims on Exhibit B (all such Claims, and any Claims transferred pursuant to this Agreement in the future, are the "Transferred Claims") to Insurer on or before the Effective Date. For purposes of this agreement and the file transfer provisions contained herein, "Transferred Claims" refer to claims:

Claimant	Insurer Claim No.
Employee A	163-023886
Employee B	163-023903
Employee C	163-023591

Upon receipt of the Transferred Claims, Insurer shall perform or cause its claims administrator to perform claims adjusting services and other related administrative services for the Transferred Claims. The parties hereby agree that after the Effective Date any Claim that should be reported to the Insurer by the Insured or its Claims Administrator as part of the Insurance Program shall be transferred by Insured or its Claims Adjuster to Insurer for handling and that Exhibit B will be amended from time to time to include the Claims that are transferred by Insured to Insurer for handling and the effective date of such File Transfer.

2. The Insured agrees to indemnify, defend and hold harmless Insurer, its directors, officers, employees, agents and representatives from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including reasonable attorneys' fees and court costs), fines, penalties, and all reasonable costs of defense (each individually a "Loss" and collectively "Losses") to the extent such Losses arise out of or result from (i) any negligent act or omission by Insured, or its officers, directors, employees, agents related to or arising out of the handling of one or more of the Transferred Claims prior to the Effective Date; or (ii) any failure of Insured to comply with local, state or federal laws or regulations applicable to the handling of any of the Transferred Claims.

3. The Insurer agrees to indemnify, defend and hold harmless Insured, its directors, officers, employees, agents and representatives from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, expenses (including reasonable attorneys' fees and court costs), fines, penalties, and all reasonable costs of defense (each individually a "Loss" and collectively "Losses") to the extent such Losses arise out of or result from (i) any negligent act or omission by Insurer, or its officers, directors, employees, agents, or administrator related to or arising out of the handling of one or more of the Transferred Claims after the Effective Date; or (ii) any failure of Insurer to comply with local, state or federal laws or regulations applicable to the handling of any of the Transferred Claims.

4. If a Loss should arise with respect to any Transferred Claims for which Insurer assumes from Insured the claim administration responsibilities and it is unclear as to whether the actions or inactions of the Insured or the Insurer are responsible for any such Loss, the Insurer and the Insured shall negotiate in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) days after notice to the other party, then such dispute shall be submitted to arbitration in San Juan Capistrano, Orange County, California for determination of the party responsible. Such determination shall be conclusive for purposes of this section. The parties shall mutually agree upon an arbitrator. Should the parties not agree, the arbitrator shall be selected by the American Arbitration Association. The arbitrator shall be an active or former executive officer of property-casualty insurance companies, reinsurance companies, or Lloyd's Underwriters, or, an active or retired lawyer with at least ten (10) years of experience in property-casualty insurance or reinsurance matters. The arbitrator shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, shall be borne by the parties to the arbitration in equal shares. Each party to this agreement shall bear the expense of its own counsel, experts, witnesses and preparation and presentation of proofs.

5. All recitals included in this Agreement are specifically incorporated herein and made a part hereof.

6. Subject to the arbitration provision above, this Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.

7. The parties further agree to execute such documents as may be necessary so that this Agreement shall carry out the intentions of the parties.

8. Insurer and Insured represent and warrant their authority to execute this agreement on behalf of themselves.

9. Term of the Agreement. This term of the Agreement will be July 10, 2014 through June 30, 2015, subject to termination as set forth herein.

10. Termination. Insured may, at any time, with or without reason, terminate this Agreement and compensate Insurer only for services satisfactorily rendered to the date of termination. Written notice by Insured shall be sufficient to stop in-progress transfer or scheduled transfer of claims.. Notice shall be deemed given when received by the Insurer or no later than three days after the day of mailing, whichever is sooner.

Insured may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Insurer; or (b) any act by Insurer exposing the Insured to liability to others for personal injury or property damage; or (c) Insurer is adjudged a bankrupt, Insurer makes a general assignment for the benefit of creditors or a receiver is appointed on account of Insurer's insolvency. Written notice by Insured shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the Insured may secure the required services from another contractor. If the cost to the Insured exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charges to and collected from the Insurer. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Insured. Written notice by Insured shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

11. Independent Contractors. The Insured and the Insurer, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each party understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the other party to this Agreement. Each party assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each party 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 the party's employees.

12. Assignment. This Agreement and the services provided herein shall not be assigned by any party.

13. Nondiscrimination. Insurer agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

14. Non Waiver. The failure of Insured or Insurer 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.

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

INSURED:

INSURER:

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

17. This document contains the entire agreement between the parties with respect to this specific matter and the terms of the release are contractual and not mere recital. This Agreement is complete and final and may not be changed orally.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

By: _____
(Signature)

(Please print name)

Title: _____

Address: _____

Date: _____

**NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA.
CHARTIS PROPERTY CASUALTY COMPANY
AMERICAN HOME ASSURANCE COMPANY
CHARTIS CASUALTY COMPANY
CHARTIS SPECIALTY INSURANCE
COMPANY**

**COMMERCE AND INDUSTRY INSURANCE
COMPANY
GRANITE STATE INSURANCE COMPANY
ILLINOIS NATIONAL INSURANCE CO.
LEXINGTON INSURANCE COMPANY
NEW HAMPSHIRE INSURANCE COMPANY
THE INSURANCE COMPANY OF THE STATE
OF PENNSYLVANIA**

By: _____

Title:

Address:

Date: _____

EXHIBIT A

EXCESS WORKERS' COMPENSATION POLICY LIST

Policy Number	Policy Effective Date
4159022	07/01/98

EXHIBIT B

CLAIMS INCLUDED IN FILE TRANSFER

Claimant	Insurer Claim No.	Insured Claim Number	Effective Date of File Transfer
Employee A	163-023886		
Employee B	163-023903		
Employee C	163-023591		

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

REVISED
7-3-14

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, July 9, 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. Culshaw, Tammy	FS Worker	Personal	01/23/2014	06/19/2014
2. Gillen, Jackie	Inst Asst-Community Ed	Retirement	11/15/2001	06/24/2014
3. Johnson, Christina	Inst Asst-Sp Ed	Other Employment	12/12/2013	08/04/2014
4. Lebeda, Kelli	Inst Asst-Sp Ed	Voluntary	09/07/2014	06/30/2014
5. Moon, Michael	ASB Worker	District Initiated	08/30/2010	06/26/2014
6. Morton, Ronald	Storekeeper/Delivery Driver	Retirement	08/20/1996	08/30/2014
7. Park, Jefferson	ASB Worker	District Initiated	02/24/2014	05/06/2014
8. Todd, Nancy	Academic Advisor	Retirement	01/04/1999	06/30/2014
9. Wagner, Benjamin	ASB Worker	District Initiated	08/24/2012	06/19/2014

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
10. Hamilton Garrett, Teresa	Occupational Therapist (12mo/40hpw)	\$ 5,792.06 mo	R55-1	07/10/2014
11. Reesing, Sheryl	Elem Sch Clerk (10.5mo/40hpw)	\$ 2,830.36 mo	R26-1	08/12/2014
12. Young, Jenna	Occupational Therapist (12mo/40hpw)	\$ 5,792.06 mo	R55-1	07/10/2014

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
13. Culshaw, Tammy	FS Worker	\$12.14 hr	R14-1	07/10/2014
14. Khatami, Mehran	Student Supvr	\$10.00 hr		07/10/2014

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
15. Borbon, Nathaniel	Student Worker	\$ 9.00 hr	05/30/2014- 06/30/2014
16. Denayer, Pamela	Student Supvr	\$10.00 hr	09/04/2014
17. Guerrero-Solis, David	Student Worker	\$ 9.00 hr	05/01/2014- 06/30/2014
18. Nee, Kristian	Student Worker	\$ 9.00 hr	05/31/2014- 06/30/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, July 9, 2014
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
19. Crane, Ryan	Track,	Dana Hills HS	\$ 3,521.00	02/14/2014-
	Girls' Varsity (Head)			05/09/2014
20. Potts, Chloe	Cheer Coach	San Clemente HS	\$ 2,200.00	01/13/2014-
				06/24/2014

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
21. Golden, Jeff	Softball,	Aliso Niguel HS	\$ 352.10	05/15/2014
	Varsity (Asst)			
22. Kiefer, Kristen	Track,	Capistrano Valley HS	\$ 264.10	05/10/2014
	Varsity (Asst)			
23. Newberry, Daniel	Swimming,	San Juan Hills HS	\$ 110.00	05/12/2014
	Boys'			
	Swimming,		\$ 110.00	
	Girls'			
24. Wilburton, Phil	Golf,	Dana Hills HS	\$ 165.05	05/26/2014
	Boys'			

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
25. Allen, Christine	Band/Orchestra	Capistrano Valley HS	\$ 1,000.00	07/01/2014-
				06/30/2015
26. Ambrose, Cody	Soccer,	Capistrano Valley HS	\$ 2,640.00	07/01/2014-
	Girls' (Asst)			07/31/2014
27. Anderson, Jeff	Football,	Aliso Niguel HS	\$ 600.00	07/01/2014-
	Varsity (Asst)			07/31/2014
28. Barker, Leonardo	Football,	San Clemente HS	\$ 2,000.00	07/01/2014-
	Varsity (Asst)			07/31/2014
29. Biehl, Erica	Cross Country,	Capistrano Valley HS	\$ 2,200.00	07/01/2014-
	Girls' (Asst)			07/31/2014
30. Bloom, Jessica	Band/Orchestra Coach	Capistrano Valley HS	\$ 1,500.00	07/01/2014-
				06/30/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, July 9, 2014
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
31. Bouknight, Marcus	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,520.00	07/01/2014- 07/31/2014
32. Caldwell, Kyle	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,520.00	07/01/2014- 07/31/2014
33. Cardenas, Erik	Baseball, Fresh (Asst)	San Juan Hills HS	\$ 2,500.00	07/01/2014- 08/01/2014
34. Carter, Roger	Band/Orchestra Percussion	Capistrano Valley HS	\$ 1,500.00	07/01/2014- 06/30/2015
35. Curtis, Lexi	Waterpolo, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014- 07/31/2014
36. De Maggio, Stan	Gameworker	Capistrano Valley HS	\$ 3,300.00	08/01/2014- 06/30/2015
37. Diaz, Jason	Football, (Asst)	San Clemente HS	\$ 400.00	07/01/2014- 07/31/2014
38. Dickmann, Jack	Waterpolo, Boys	Dana Hills HS	\$ 2,000.00	06/01/2014- 06/30/2014
39. Dimond, Andrew	Football, Varsity (Asst)	Aliso Niguel HS	\$ 1,200.00	07/01/2014- 07/31/2014
40. Duncan, Amanda	Band/Orchestra Percussion	Capistrano Valley HS	\$ 1,500.00	07/01/2014- 06/30/2015
41. Estudillo, Estebon	Band/Orchestra	Capistrano Valley HS	\$ 1,500.00	07/01/2014- 06/30/2015
42. Ford, Lincoln	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,520.00	07/01/2014- 07/31/2014
43. Frohner, Jeff	Football, Freshman (Asst)	San Clemente HS	\$ 600.00	07/01/2014- 07/31/2014
44. Giese, Daniel	Baseball, JV (Asst)	San Juan Hills HS	\$ 2,500.00	07/01/2014- 08/01/2014
	Baseball, Varsity (Asst)		\$ 2,500.00	
45. Goss, Tom	Lacrosse, Girls' (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014- 07/31/2014
46. Gurback, David	Baseball, JV (Asst)	San Juan Hills HS	\$ 2,500.00	07/01/2014- 08/01/2014
	Baseball, Varsity (Asst)		\$ 2,500.00	
47. Hamasaki, Vince	Basketball, Varsity (Asst)	Capistrano Valley HS	\$ 3,080.00	07/01/2014- 07/31/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, July 9, 2014
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
48. Hefner, Madelynn	Band/Orchestra	Capistrano Valley HS	\$ 1,500.00	07/01/2014-06/30/2015
49. Hoffman, William	Gameworker	Capistrano Valley HS	\$ 1,500.00	08/01/2014-06/30/2015
50. Janko, Robert	Gameworker	Capistrano Valley HS	\$ 1,500.00	07/01/2014-06/30/2015
51. Jones, Russ	Cross Country, Boys' (Head)	Capistrano Valley HS	\$ 3,300.00	07/01/2014-07/31/2014
52. Joyce, Kat	Softball, Varsity (Asst)	Capistrano Valley HS	\$ 3,080.00	07/01/2014-07/31/2014
53. Kendrick, Marc	Softball, (Head)	Capistrano Valley HS	\$ 3,520.00	07/01/2014-07/31/2014
54. Kraker, Dave	Football, Freshmen (Asst)	Capistrano Valley HS	\$ 2,200.00	07/01/2014-07/31/2014
55. Kramer, Leone	Orchestra	Capistrano Valley HS	\$ 1,500.00	07/01/2014-06/30/2015
56. La Masa, Joseph	Gameworker	Capistrano Valley HS	\$ 3,600.00	07/01/2014-06/30/2015
57. Levens, Patrick	Gameworker	Capistrano Valley HS	\$ 3,600.00	07/01/2014-06/30/2015
58. MacIntosh, Casey	Football, (Asst)	San Clemente HS	\$ 500.00	07/01/2014-07/31/2014
59. Mallon, Bryan	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,080.00	07/01/2014-07/31/2014
60. Matsko, Rebecca	Waterpolo, Girls' (Asst)	Aliso Niguel HS	\$ 1,500.00	07/01/2014-07/31/2014
61. McRoberts, Stephen	Cross Country, Boys' (Asst)	Capistrano Valley HS	\$ 2,200.00	07/01/2014-07/31/2014
62. Mestakides, George	Wrestling, Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014-07/31/2014
63. Murphy, Kevin	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,080.00	07/01/2014-07/31/2014
64. Mutsushima, Maxx	Waterpolo, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014-07/31/2014
65. Napora, Justin	Baseball, Freshman (Asst)	San Juan Hills HS	\$ 2,500.00	07/01/2014-08/01/2014
66. Navabpour, Cyrus	Soccer, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014-07/31/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, July 9, 2014
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
67. Ornelas, Erick	Soccer, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014- 07/31/2014
68. Paris, Steve	Football, Varsity (Asst)	Aliso Niguel HS	\$ 1,200.00	07/01/2014- 07/31/2014
69. Peeler, Dani	Waterpolo, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014- 07/31/2014
70. Poncedeleon, Bianca	Cheer Coach	Capistrano Valley HS	\$ 8,400.00	07/01/2014- 06/30/2015
71. Powell, Neil	Soccer, Girls' (Head)	Capistrano Valley HS	\$ 3,300.00	07/01/2014- 07/31/2014
72. Quinn, Devin	Football, Varsity, (Asst)	Capistrano Valley HS	\$ 3,520.00	07/01/2014- 07/31/2014
73. Renden, Tim	Waterpolo, Boys'	Dana Hills HS	\$ 2,000.00	06/01/2014- 06/30/2014
74. Ricci, David	Football, Varsity (Asst) Football, JV (Asst)	Capistrano Valley HS	\$ 3,520.00 \$ 2,640.00	07/01/2014- 07/31/2014
75. Rosenlieb, Martin	Cross Country, Boys' (Asst) Cross Country, Boys' (Asst)	Aliso Niguel HS	\$ 1,200.00 \$ 2,400.00	07/01/2014- 07/30/2014 08/10/2014- 11/08/2014
76. Saenz, Derek	Volleyball, Girls' Varsity (Head) Volleyball, Girls' JV (Head) Volleyball, Girls' Frosh/Soph (Head)	Capistrano Valley HS	\$ 3,300.00 \$ 2,200.00 \$ 2,200.00	07/01/2014- 07/31/2014
77. Scandalis, Mark	Wrestling, Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014- 07/31/2014
78. Schwartzburg, Heather	Softball, Varsity (Asst)	Capistrano Valley HS	\$ 3,080.00	07/01/2014- 07/31/2014
79. Smith, Sera	Waterpolo, Girls' Frosh/Soph (Asst)	Aliso Niguel HS	\$ 1,000.00	07/01/2014- 07/31/2014
80. Smith, Sydney	Waterpolo, Girls' Frosh/Soph (Asst)	Aliso Niguel HS	\$ 1,000.00	07/01/2014- 07/31/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, July 9, 2014
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
81. Sorrell, Jason	Soccer, Boys' Varsity (Head)	Capistrano Valley HS	\$ 3,300.00	07/01/2014-
	Soccer, Boys' JV (Head)		\$ 2,200.00	07/31/2014
82. Soto, Mario	Soccer, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014-
				07/31/2014
83. Stratton, Andy	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,520.00	07/01/2014-
				07/31/2014
84. Stuart, Cris	Drama Choreographer	Capistrano Valley HS	\$ 2,000.00	07/01/2014-
				06/30/2015
85. Torrianni, Mark	Soccer, Boys'	Dana Hills HS	\$ 1,000.00	06/01/2014-
				06/30/2014
86. Trabbotoni, Claudio	Soccer, Girls' (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014-
				07/31/2014
87. Troth, Michelle	Tennis, Boys' (Asst)	Capistrano Valley HS	\$ 2,200.00	07/01/2014-
				07/31/2014
88. Tunaya, Eugene	Cheer Coach	Capistrano Valley HS	\$ 8,400.00	07/01/2014-
				06/30/2015
89. Voss, Grant	Football, Freshman (Asst)	Capistrano Valley HS	\$ 2,200.00	07/01/2014-
				07/31/2014
90. Whieldon, Randy	Basketball, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 3,080.00	07/01/2014-
				07/31/2014
91. White, Sean	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,520.00	07/01/2014-
				07/31/2014
92. Yonan, Kirsten	Waterpolo, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014-
				07/31/2014
93. Zamora, Robert	Gameworker	Capistrano Valley HS	\$ 3,300.00	08/01/2014-
				06/30/2015

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
94. Dunham, Susan	Elem Sch Clerk (10.5mo/40hpw)	\$ 2,830.36 mo	R26-1	08/12/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, July 9, 2014
Classified Employees

APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)

<u>Name</u>	<u>Position-ASB Worker</u>	<u>Location</u>	<u>Salary</u>	<u>Earliest Effective Date</u>
95. Honey, Anne	Basketball, Girls' Varsity (Head)	Dana Hills HS	\$ 3,521.00	07/10/2014
96. VanEvery, Jacob	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,540.00	07/10/2014

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
97. Crowell, Erica	Academic Advisor (10.75mo/40hpw)	Head Academic Advisor (10.75mo/40hpw)	R37-3	08/07/2014
98. Shobe, Ron	Custodian I (12mo/40hpw)	Custodian III (Temp/40hpw)	R30-10	04/24/2014- 06/25/2014

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
99. Vidra, Marisa	Student Supvr (9.5mo/7hpw)	Student Supvr (9.5mo/14hpw)		09/04/2014
100. Solarczyk-Riyhani, Evelyn	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-1	09/04/2014

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
101. Harris, Robin	Caregiver TAA NTE 4.5 hrs (Attend Senior trip to Disneyland)	05/21/2014
102. Miller, Laurie	Campus Supvr TAA NTE 36 hrs (Supervise students during summer)	07/01/2014- 07/30/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, July 9, 2014
Classified Employees

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
103. Rungo, DeAnna	Mental Health and Behavior Spec TAA NTE 16 hrs (Help develop, structure and mental health support for the elementary Behavior Intervention classes)	07/01/2014- 08/30/2014
104. Tabari, Lisa	Mental Health and Behavior Spec TAA NTE 16 hrs (Help develop, structure and mental health support for the elementary Behavior Intervention classes)	07/01/2014- 08/30/2014
105. Webster, Anne	Inst Asst-Music TAA NTE 10 hrs (Year end special projects)	06/14/2014- 06/30/2014

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
106. Grothe-Wilson, Katherine	Personal	06/02/2014- 06/24/2014
107. Hirschag, Rebecca Shea	Personal	06/25/2014- 06/16/2015
108. Singh, Puneet	Personal	04/01/2014- 11/01/2014
109. Wisniewski, Margaret	Personal	06/18/2014- 02/17/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

REVISED
7-7-14

Personnel Activity List Board of Trustees Regular Meeting of July 9, 2014
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Aldrich, Sharon	Substitute Teacher	District Initiated	10/11/2011	06/23/2014
2. Atighetchi, Afsaneh	Substitute Teacher	District Initiated	10/10/2013	06/24/2014
3. Beitner, Owen	Substitute Teacher	District Initiated	09/12/2013	06/19/2014
4. Breslow, Shainna	Substitute Teacher	District Initiated	09/12/2013	06/19/2014
5. Brophy, Erin	Substitute Teacher	District Initiated	09/26/2013	06/19/2014
6. Christian, Cherilyn	Substitute Teacher	District Initiated	10/10/2013	06/19/2014
7. Clements, Judy	Substitute Teacher	District Initiated	03/08/1983	06/27/2014
8. Conners, Camron	Substitute Teacher	District Initiated	03/14/2013	06/19/2014
9. Crail, Raniah	Substitute Teacher	District Initiated	09/12/2013	06/19/2014
10. Delacruz, Victor	Teacher	Personal	09/02/2010	06/24/2014
11. Diamond, Julian	Substitute Teacher	District Initiated	03/01/2012	06/19/2014
12. Elliott, Angel	Substitute Teacher	District Initiated	09/25/2012	06/19/2014
13. Falcone, Bobbie	Substitute Teacher	District Initiated	10/10/2013	06/19/2014
14. Flores, David	Substitute Teacher	District Initiated	09/22/2008	06/19/2014
15. Hallett, Diana	Substitute Teacher	District Initiated	10/24/2013	06/19/2014
16. Ilfeld, Catherine	Substitute Teacher	District Initiated	03/14/2013	06/19/2014
17. Johnson, Dayna	Substitute Teacher	Relocation	04/24/2014	06/27/2014
18. Landis, Sharon	Teacher	Retirement	08/28/2000	06/24/2014
19. Liao, Letitia	Substitute Teacher	District Initiated	01/09/2014	06/19/2014
20. Marchand-Simons, Kelly	Substitute Teacher	District Initiated	10/10/2013	06/19/2014
21. Marquie, Jeannine	Teacher	Other Employment	08/30/2012	06/25/2014
22. Martin, Carol	Substitute Teacher	District Initiated	10/10/2011	06/19/2014
23. Martin, Caroline	Substitute Teacher	District Initiated	10/25/2012	06/19/2014
24. Merrick, Steven	Substitute Teacher	District Initiated	09/25/2012	06/19/2014
25. Messina Kleinman, Deborah	Substitute Teacher	District Initiated	04/25/2013	06/19/2014
26. Mittenhuber, Kristen	Substitute Teacher	District Initiated	10/10/2013	06/19/2014
27. Mora, Sandra	Substitute Teacher	District Initiated	10/24/2013	06/19/2014
28. Namisniak, Kari	Substitute Teacher	District Initiated	09/12/2013	06/19/2014
29. Navarro, Jasmine	Substitute Teacher	District Initiated	09/12/2013	06/19/2014
30. Normann, Jeffrey	Substitute Teacher	District Initiated	02/13/2014	06/20/2014
31. Noyes, Carrie	Substitute Teacher	District Initiated	10/10/2013	06/20/2014
32. Pappas-Puckett, Elaine	Substitute Teacher	District Initiated	08/05/2005	06/23/2014
33. Peek, Lisa	Substitute Teacher	District Initiated	08/28/2013	06/24/2014
34. Peregrine, Mayra	Substitute Teacher	District Initiated	10/10/2013	06/23/2014
35. Proctor, Sean	Substitute Teacher	District Initiated	10/10/2013	06/23/2014
36. Reinhardt, Kay	Substitute Teacher	District Initiated	03/14/2014	06/20/2014
37. Simmons, Kaitlyn	Substitute Teacher	District Initiated	11/07/2013	06/23/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of July 9, 2014
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont'd)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
38. Sims, Erin	Substitute Teacher	District Initiated	03/14/2013	06/23/2014
39. Trikha, Neel	Substitute Teacher	District Initiated	10/24/2013	06/20/2014
40. Ure, Tristen	Substitute Teacher	District Initiated	09/26/2013	06/20/2014
41. Walker, John	Substitute Teacher	District Initiated	12/06/2005	06/23/2014
42. Watkins, Darcy	Substitute Teacher	District Initiated	09/12/2013	06/20/2014
43. Wenskoski, Maria	Substitute Teacher	District Initiated	03/27/2014	06/20/2014
44. Williams, Carolyn	Substitute Teacher	District Initiated	11/15/2012	06/30/2014
45. Wilson, Christine	Substitute Teacher	District Initiated	10/24/2013	06/20/2014
46. Witte, Lisa	Substitute Teacher	District Initiated	10/10/2013	06/20/2014

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
47. Young, Annie	Teacher	\$48,899	A-1	08/28/2014

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

48. Baron, Sindy	49. Rigby, Michael
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APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Assignment</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Earliest Effective Date</u>
50. Stever, Janelle	Program Specialist	\$98,169	51-5	08/18/2014
51. Lee, Tz-Yi New-New	Teacher	\$48,899	A-1	08/28/2014

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
52. Kruszewski, Desiree	LOA	Teacher-100%	09/02/2014
53. Migge, Christina	LOA	Teacher-100%	09/02/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of July 9, 2014
Certificated Employees

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>
54. Bailey, Rebecca	Teacher	\$82,246	Program Specialist	\$93,494	08/18/2014
55. Ortiz, Ryan	Teacher	\$82,246	Program Specialist	\$89,042	08/18/2014

APPROVE SUMMER SCHOOL

Summer Intervention Program – Viejo Elem

Not to exceed 80 hours instructional pay @ \$35.00 per hour
07/14/2014-08/08/2014

56. Diaz, Monica

To Participate in Summer Curriculum Guide Work – Education Division

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
07/01/2014-08/31/2014

57. Baker, John	65. Louie, Jamie
58. Bungartz, Melinda	66. O'Leary, Darla
59. Dollar, Thomas	67. Osborn, Kristen
60. Gonzalez, Jamie	68. Rader, Melinda
61. Heavlin-Martinez, Johanna	69. Shick, Allison
62. Hunnicut, Josh	70. Snedeker, Joe
63. Jindra, Kim	71. Southall, Jackie
64. Kluck, Jane	

Training for Summer CELDT Intensive Program – Education Division

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
06/30/2014

72. Andersen, Jill	80. Brooks, Michael
73. Avera, Stephanie	81. Callier, Kathy
74. Baptiste, Natalie	82. Cantoran, Rene
75. Bennett, Katie	83. Carter, Thomas
76. Benstead-Frome, Lori	84. Cornejo, Eduardo
77. Berger, Ann	85. Espinosa-Perez, Soraya
78. Blair, Tammy	86. Fermin, Cara
79. Blanco-Johnson, Sylvia	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of July 9, 2014
Certificated Employees

APPROVE SUMMER SCHOOL (Cont'd)

Training for Summer CELDT Intensive Program – Education Division (Cont'd)

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour

06/30/2014

- | | |
|----------------------|-------------------------|
| 87. Foster, Karin | 97. Pagel, Velda |
| 88. Gant, Tina | 98. Pellow, Lindsey |
| 89. Guzman, Carla | 99. Reardon, Lisa |
| 90. Jacobs, James | 100. Sanchez, Lynn |
| 91. Jones, Lindsay | 101. Schertzer, Kristen |
| 92. Lawbaugh, Cindy | 102. Sills, Joshua |
| 93. Lechuga, Naomi | 103. Sweeney, Lorena |
| 94. Lewis, Elizabeth | 104. Unzueta, Gabrielle |
| 95. Lukens, Cynthia | 105. Villaba, Fernanda |
| 96. Manzotti, Maria | |

APPROVE ADDITIONAL ASSIGNMENTS

Saturday School – Multiple Sites

Not to exceed 60 hours instructional pay @ \$35.00 per hour

- | | |
|------------------------|----------------------------|
| 106. Middlebrook, Mike | 108. Wigglesworth, Michael |
| 107. Turney, Jason | |

To Develop Common Core Lessons for Middle School Physical Education – Multiple Sites

Not to exceed 24 hours non-instructional pay @ \$30.00 per hour

07/01/2014-08/29/2014

- | | |
|----------------------|-------------------|
| 109. Almanza, Nadine | 111. Rippe, Diane |
| 110. Okura, Kristen | |

To Review Grade Level ELD Standards & Open Court EL Strategy Guide – Reilly Elem

Not to exceed 5 hours non-instructional pay @ \$30.00 per hour

06/18/2014-06/30/2014

- | | |
|------------------------|-------------------------|
| 112. Allen, Joan | 123. Martz, Starline |
| 113. Blake, Roxane | 124. Mayfield, Davida |
| 114. Cordina, Maureen | 125. McAbee, Cristy |
| 115. Corum, Melissa | 126. McMurray, Michael |
| 116. French, Karen | 127. Peterson, Jennifer |
| 117. George, Lorraine | 128. Phillips, Deanna |
| 118. Gorney, Deborah | 129. Quarcini, Melissa |
| 119. Gryske, Polly | 130. Sheehan, Debra |
| 120. Guerra, Mary | 131. Slick, Tina |
| 121. Hefft, Ukkyong | 132. Souers, Lynn |
| 122. Martin, Christine | |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of July 9, 2014
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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

ADD/SIOP Training – Marco Forster MS

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour
04/21/2014-06/24/2014

133. Louie, Jamie

To Teach After School Math and/or ELA Classes – Marco Forster MS

Not to exceed 4 hours instructional pay @ \$35.00 per hour
05/01/2014-06/20/2014

134. Passarelli, Kendra

Incorporate Common Core Strategies into English I Acc – Aliso Niguel HS

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
05/20/2014-05/30/2014

135. Greely, Christina

136. Villasenor, Shannon

SIOP Meetings – Aliso Niguel HS

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
05/27/2014-06/30/2014

137. Arena, Franco

139. Famalette, Dwyann

138. Burch, Jessica

140. Fowler, Diane

AP Review – Dana Hills HS

Not to exceed 7 hours instructional pay @ \$35.00 per hour
04/15/2014-06/24/2014

141. Litus, Lauren

Online ERWC Middle School Coursework/Training – Education Division

Not to exceed 60 hours non-instructional pay @ \$30.00 per hour
08/27/2014-10/02/2014

142. Boothe, Lisa

148. Hoover, Lisa

143. Cummings, Laurie

149. Ponsen, Heather

144. Englehardt, Sally

150. Porzuczek, Karin

145. Giambone, Christine

151. Smolinski, Leslie

146. Graham, Tammie

152. Torres, Tiffany

147. Homs, Jamie

153. Waizinger, Lisa

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of July 9, 2014
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Attend eCYBERMISSION Program – Education Division
Not to exceed 33.75 hours non-instructional pay @ \$30.00 per hour
01/01/2014-03-04/2014

154. Aleman, Brianne	157. McCullough, Stephen
155. Freeman, Andrew	158. Sarigumba, Bernadette
156. Gonzales, Jenny	159. Thompson, Scott

Academic Assessment for Special Education Student – Special Education
Not to exceed 10 hours instructional pay @ \$35.00 per hour
05/12/2014-05/19/2014

160. Harris, Robert

Parent Support Network – Special Education
Not to exceed 350 hours pay @ daily per diem rate of \$305.62 per day
07/01/2014-06/30/2015

161. Lewis, Rachael

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
162. English, Michelle	Outdoor Education, Elementary	Wagon Wheel	\$ 110.00	05/27/2014- 05/30/2014
163. Hoffman, Todd	Outdoor Education, Elementary	Wagon Wheel	\$ 110.00	05/27/2014- 05/30/2014
164. Karolys, Andrea	Lead Nurse – 50%	Health Services	\$ 1,100.50	07/01/2014- 06/30/2015
165. Malone, Julee	Lead Nurse – 50%	Health Services	\$ 1,100.50	07/01/2014- 06/30/2015
166. Morgan, John	Track, Varsity (Asst)	Capistrano Valley HS	\$ 264.10	05/10/2014
167. Petzold, Dionne	Outdoor Education, Elementary	Wagon Wheel	\$ 110.00	05/27/2014- 05/30/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of July 9, 2014
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
168. Bordner, Rich	Wrestling, (Head)	Capistrano Valley HS	\$ 3,300.00	07/01/2014- 07/31/2014
169. Brown, Rich	Baseball, Varisty (Asst)	San Clemente HS	\$ 1,000.00	06/03/2014- 06/30/2014
	Baseball, Varsity (Asst)		\$ 500.00	07/02/2014- 07/30/2014
170. Bucher, Ernie	Football, Freshman	Capistrano Valley HS	\$ 2,200.00	07/01/2014- 07/31/2014
	Football, Varsity (Head)		\$ 3,960.00	
171. Calahan, Michael	Football, Varsity (Asst)	Aliso Niguel HS	\$ 3,500.00	07/01/2014- 07/31/2014
172. Cheney, Daren	Football, Freshman (Asst)	Capistrano Valley HS	\$ 2,200.00	07/01/2014- 07/31/2014
173. Clark, Brian	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,520.00	07/01/2014- 07/31/2014
174. Colwell, Greg	Wrestling, Varsity (Head)	Aliso Niguel HS	\$ 6,600.00	06/01/2014- 08/20/2014
175. Compean, Leo	Soccer, Boys' Varsity	Dana Hills HS	\$ 3,300.00	06/01/2014- 06/30/2014
176. Davis, Stacy	Pep Squad/Cheer Advisor	Aliso Niguel HS	\$ 1,700.00	07/01/2014- 06/30/2015
177. Desiano, Tom	League Assigner, HS	Dana Hills HS	\$ 2,700.00	06/01/2014- 06/30/2014
178. Dollar, Chris	Golf, Boys' (Asst)	Capistrano Valley HS	\$ 2,200.00	07/01/2014- 07/31/2014
179. Donnelly, John	Football, (Asst)	San Clemente HS	\$ 1,500.00	07/01/2014- 07/31/2014
180. Faris, Tom	League Assigner, HS	Dana Hills HS	\$ 3,800.00	06/04/2014- 06/30/2014
181. Finnerty, Stacey	Soccer, Girls' Varsity (Head)	San Clemente HS	\$ 3,300.00	06/03/2014- 06/30/2014
182. Garrity, Timothy	Webmaster	Capistrano Valley HS	\$ 3,500.00	07/01/2014- 07/31/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of July 9, 2014
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
183. Gellatly, Dave	Baseball, Varsity (Head)	San Clemente HS	\$ 2,000.00	06/03/2014- 06/30/2014
	Baseball, Varsity (Head)		\$ 3,500.00	07/02/2014- 07/27/2014
184. Goldstone, Ken	Volleyball, Boys' (Head)	San Clemente HS	\$ 2,000.00	07/09/2014- 07/16/2014
185. Gonzalez, Armando	Football, Varsity	San Juan Hills HS	\$ 2,000.00	07/01/2014- 08/01/2014
186. Gustafson, Ryan	Lacrosse, Girls' (Head)	Capistrano Valley HS	\$ 3,300.00	07/01/2014- 07/31/2014
	Football, Freshman (Head)		\$ 3,080.00	
187. Harrington, Candace	Comedy Sports Advisor	Capistrano Valley HS	\$ 1,200.00	07/01/2014- 07/31/2014
188. Hernandez, Juan	Basketball	San Juan Hills HS	\$ 2,800.00	07/01/2014- 08/01/2014
189. Higginson, Pat	Waterpolo, Girls' (Head)	Capistrano Valley HS	\$ 3,300.00	07/01/2014- 07/31/2014
190. Johnson, Dan	Cross Country, Boys' (Head)	San Clemente HS	\$ 600.00	07/07/2014- 08/15/2014
191. Kincaid, Mitzi	Volleyball, Girls' Varsity	Dana Hills HS	\$ 2,850.00	07/14/2014- 08/15/2014
	Volleyball, Girls' JV		\$ 2,850.00	
	Volleyball, Girls' Frosh/Soph		\$ 2,850.00	
	Volleyball, Girls' Varsity		\$ 2,000.00	08/11/2014- 08/22/2014
192. Lynch, Erick	Waterpolo, Girls' Varsity	Aliso Niguel HS	\$ 3,200.00	07/01/2014- 07/31/2014
193. Minier, Mike	Golf, Boys' (Head)	Capistrano Valley HS	\$ 3,300.00	07/01/2014- 07/31/2014
194. Mulligan, Brian	Basketball, Boys' JV (Asst)	Capistrano Valley HS	\$ 2,200.00	07/01/2014- 07/31/2014
	Basketball, Boys' Varsity (Head)		\$ 3,520.00	
195. Nolan, Catherine	Track	San Juan Hills HS	\$ 3,000.00	07/01/2014- 08/01/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of July 9, 2014
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
196. Parker, Marc	Waterpolo, Boys' Varsity (Head)	San Clemente HS	\$ 2,000.00	07/01/2014- 07/24/2014
197. Popovich, Mark	Basketball, Boys' Varsity (Head)	San Clemente HS	\$ 1,000.00	06/26/2014- 06/30/2014
	Basketball, Boys' Varsity (Head)		\$ 2,000.00	07/01/2014- 07/18/2014
198. Pronier, Mike	Soccer, Boys' Varsity (Head)	San Clemente HS	\$ 2,250.00	07/01/2014- 07/30/2014
199. Proodian, Dave	Cross Country, Girls' Varsity (Head)	San Clemente HS	\$ 1,155.00	07/07/2014- 08/08/2014
200. Rosa, Matt	Water Polo, Boys'	Dana Hills HS	\$ 3,000.00	06/01/2014- 06/30/2014
201. Sayles, Melisa	Cross Country, Girls' (Head)	Capistrano Valley HS	\$ 3,300.00	07/01/2014- 07/31/2014
202. Stephens, John	Tennis, Boys' Varsity (Head)	San Clemente HS	\$ 3,075.00	07/01/2014- 08/24/2014
203. Stuart, Cris	Choreographer	Capistrano Valley HS	\$ 8,000.00	07/01/2014- 06/30/2015
204. Tribe, Josh	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,520.00	07/01/2014- 07/31/2014
205. Valderrama, Andy	Soccer, Boys'	Dana Hills HS	\$ 1,000.00	06/01/2014- 06/30/2014
206. Westling, Kurt	Football, Varsity (Head)	Aliso Niguel HS	\$ 3,960.00	07/01/2014- 07/31/2014
	Football, JV (Head)		\$ 3,080.00	
207. Wood, Joe	Football, (Asst)	San Clemente HS	\$ 3,000.00	07/01/2014- 07/31/2014
208. Yancey, Lisa	Waterpolo, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	07/01/2014- 07/31/2014
	Swim, Boys' Varsity (Asst)		\$ 2,640.00	
209. Yancey, Steve	Waterpolo, Boys' Varsity (Head)	Capistrano Valley HS	\$ 3,300.00	07/01/2014- 07/31/2014
	Swim, Boys' Varsity (Head)		\$ 3,300.00	



INTERNSHIP CONTRACT AGREEMENT
by and between
BRANDMAN UNIVERSITY
and
CAPISTRANO UNIFIED SCHOOL DISTRICT

- ▣ **Multiple Subject Internship Credential**
- ▣ **Single Subject Internship Credential**
- ▣ **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Irvine Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

I. General Provisions

- a. **The UNIVERSITY agrees and verifies that:**
 - i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
 - ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
 - iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least one academic year, subject to the District's personnel policies and State law(s).
- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
 - (1) valid corresponding Clear or Life credential,
 - (2) three years successful teaching experience, and
 - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify and individual who is does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.
- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix C for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

THE PARTIES MUTUALLY AGREE

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Except for ten (10) days notice of non-payment of premium, the

Parties will require 30 days written notice for any policies that are canceled, non-renewed, or coverage/limits that are reduced or materially altered.

- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT
INFORMATION:

Capistrano Unified School District
33122 Valle Rd.
San Juan Capistrano, CA 92675
Attn: Jodee Brentlinger, Assistant
Superintendent, Personnel Services
Tel: (949) 234-9200

UNIVERSITY CONTACT
INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Tel: (949) 341-9811

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

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INFORMATION:**

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Superintendent, Personnel Services
Tel: (949) 234-9200

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16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Tel: (949) 341-9811

TERM AND TERMINATION OF AGREEMENT

Brandman University and the Capistrano Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on 06/01/2014, and continuing until 05/30/2016 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:


DISTRICT
REPRESENTATIVES:

Signature: _____
Name: _____
Title: Superintendent
Date: _____

Signature: _____
Name: _____
Title: Human Resources
Date: _____

UNIVERSITY:

Signature: _____
Name: Phillip L. Doolittle
Title: Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer
Date: _____

Signature:  _____
Name: Dr. Christine Zeppos
Title: Dean, School of Education
Date: _____

APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
 - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
 - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - (a) Provisions for an annual evaluation of the intern.
 - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.

- (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.
- (5) **Supervision of Interns.**
- (a) In all internship programs, the participating institutions shall provide supervision of all interns.
- (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- (6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.
- (7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.
- (8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:
- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
 - Techniques to address learning differences, including working with students with special needs
 - Techniques to address working with English learners to provide access to the curriculum
 - Reading instruction in accordance with state standards
 - Assessment of student progress based on the state content and performance standards
 - Classroom management techniques
 - Methods of teaching the subject fields

- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).
- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

APPENDIX B
Support and Supervision Activities

Potential Support & Supervision Activities to be Provided by the District
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
Support & Supervision Activities Provided through the University
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

**May also be used towards the 45-hour EL Support & Supervision Requirement.*

