

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road

San Juan Capistrano, CA 92675

BOARD OF TRUSTEES
Regular Meeting

REVISED

8-7-15

August 12, 2015

Closed Session 5:00 p.m.

Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 5:00 P.M.

- 1. CALL TO ORDER**
- 2. CLOSED SESSION COMMENTS**
- 3. CLOSED SESSION** (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL– ANTICIPATED LITIGATION

Significant Exposure to Litigation – One Cases
(Pursuant to Government Code §54956.9{d}{2})

B. CONFERENCE WITH LABOR NEGOTIATORS

Kirsten Vital/Leona Olson/Clark Hampton
Employee Organization:
1. Capistrano Unified Education Association (CUEA)
2. California School Employees Association (CSEA)
(Pursuant to Government Code §54957.6)

C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Pursuant to Government Code §54957)

EXHIBIT C1

D. PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT

1. Autism Specialist – IBI Supervisor
 2. Executive Director, Personnel Services/Compliance
 3. Elementary Assistant Principal (4)
 4. High School Assistant Principal
 5. Program Specialist
 6. Supervisor IV, Transportation Operations
 7. Elementary School Principal
- (Pursuant to Government Code §54957)

EXHIBIT D1-D10

PUBLIC HEARING:

Agenda Item #1 Instructional Materials; Health, K-8
Agenda Item #3 Instructional Materials; Health, 6-12

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REPORT ON CLOSED SESSION ACTION

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARINGS

- | | |
|---|------------------------------------|
| 1. PUBLIC HEARING: INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HEALTH, GRADES K-8: | INFORMATION/
DISCUSSION |
| <p>The Board will conduct a public hearing on instructional materials for Health in grades K-8, recommended for adoption.</p> | |

Staff Recommendation

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

~~**CUSD WIG 1: Teaching and Learning—Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.**~~

~~Contact: Susan Holliday, Interim Assistant Superintendent, Education Services~~

- | | |
|---|-------------------------------|
| 2. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HEALTH, GRADES K-8: | DISCUSSION/
ACTION |
|---|-------------------------------|

~~A Districtwide committee of counselors and site administrators has recommended the adoption of *Second Step: Skills for Social and Academic Success* ©2011, published by Committee for Children for the health curriculum in grades K-8. These instructional materials have been approved by the Instructional Materials Review Committee. These materials would be adopted for an eight year period. The estimated cost to purchase these materials is \$80,000 funded by the LCAP (Local Control Accountability Plan) supplemental funds (MTSS—Multi-tiered System of Support).~~

~~**CUSD WIG 1: Teaching and Learning—Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.**~~

~~Contact: Susan Holliday, Interim Assistant Superintendent, Education Services~~

Staff Recommendation

~~It is recommended the Board President recognize Susan Holliday, Interim Assistant Superintendent, Education Services, to present this item.~~

~~Following discussion, it is recommended the Board of Trustees approve the adoption of *Second Step: Skills for Social and Academic Success* ©2011, published by Committee for Children for the health curriculum in grades K-8.~~

____ Motion by _____ Seconded by _____

ROLL CALL:

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

3. ~~PUBLIC HEARING: INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HEALTH, GRADES 6-12:~~

**INFORMATION/
DISCUSSION**

~~The Board will conduct a public hearing on instructional materials for Health in grades 6-12, recommended for adoption.~~

~~Staff Recommendation~~

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

~~**CUSD WIG 1: Teaching and Learning—Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.**~~

~~Contact: Susan Holliday, Interim Assistant Superintendent, Education Services~~

4. ~~INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HEALTH, GRADES 6-12:~~

**DISCUSSION/
ACTION**

~~A Districtwide committee of counselors and site administrators has recommended the adoption of *SOS: Signs of Suicide—Suicide Prevention Program* ©2013, published by Screening for Mental Health, Inc. for the health curriculum in grades 6-12. These instructional materials have been approved by the Instructional Materials Review Committee. These materials would be adopted for an eight-year period. The estimated cost to purchase these materials is \$10,000 funded by the LCAP (Local Control Accountability Plan) supplemental funds (MTSS—Multi-tiered System of Support).~~

~~**CUSD WIG 1: Teaching and Learning—Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.**~~

~~Contact: Susan Holliday, Interim Assistant Superintendent, Education Services~~

~~Staff Recommendation~~

~~It is recommended the Board President recognize Susan Holliday, Interim Assistant Superintendent, Education Services, to present this item.~~

~~Following discussion, it is recommended the Board of Trustees approve the adoption of *SOS: Signs of Suicide—Suicide Prevention Program* ©2013, published by Screening for Mental Health, Inc. for the health curriculum in grades 6-12.~~

____ Motion by _____ Seconded by _____

ROLL CALL:

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

5. ~~INSTRUCTIONAL MATERIALS RECOMMENDED FOR PILOT: ELEMENTARY LANGUAGE ARTS – LITERACY INTERVENTION, GRADES 1-5:~~

**DISCUSSION/
ACTION**

~~A teacher committee has recommended the pilot of the *Voyager Passport* series ©2008 published by Voyager Expanded Learning, L.P. for the elementary language arts curriculum, literacy intervention for the 2015-16 school year. These instructional~~

materials have been approved by the Instructional Materials Review Committee. These materials would be piloted during the 2015-16 school year. Following this pilot period a decision will be made regarding the submission of this program for adoption consideration. The estimated cost to pilot this program for one year is \$15,000 to be funded by the LCAP (Local Control Accountability Plan) MTSS (Multi-tiered System of Support) funds.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Interim Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Interim Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the pilot of the *Voyager Passport* series ©2008 published by Voyager Expanded Learning, L.P. for the elementary language arts curriculum, literacy intervention for the 2015-16 school year.

Motion by _____ Seconded by _____

ROLL CALL:

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

6. INSTRUCTIONAL MATERIALS RECOMMENDED FOR PILOT: SECONDARY MATHEMATICS – ALGEBRA 1, GEOMETRY AND ALGEBRA 2: DISCUSSION/ ACTION

A teacher committee has recommended the pilot of the following secondary mathematics titles for the 2015-2016 school year: *California Algebra 1*, *California Geometry*, and *California Algebra 2*, ©2015, Houghton Mifflin Harcourt; and *Algebra 1 Common Core*, *Geometry Common Core*, and *Algebra 2 Common Core*, ©2015, Pearson Education. These instructional materials have been approved by the Instructional Materials Review Committee. These materials would be piloted during the 2015-2016 school year. Following this pilot period a decision will be made regarding the submission of this program for adoption consideration. There is no cost to the District to pilot these materials.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Interim Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Interim Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board of Trustees approve the pilot for the 2015-2016 school year of *California Algebra 1*, *California Geometry*, and *California Algebra 2*, ©2015, Houghton Mifflin Harcourt; and *Algebra 1 Common Core*, *Geometry Common Core*, and *Algebra 2 Common Core*, ©2015, Pearson Education.

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Alpay	_____	Trustee McNicholas	_____
Trustee Hanacek	_____	Trustee Pritchard	_____

DISCUSSION/ACTION ITEMS**7. JOINT POWERS AGREEMENT WITH LAGUNA BEACH UNIFIED SCHOOL DISTRICT REGARDING SOUTH COAST REGIONAL OCCUPATIONAL PROGRAM:**DISCUSSION/
ACTION

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EXHIBIT 7

The District and Laguna Beach Unified School District are parties to a Joint Powers Agreement with respect to the South Coast Regional Occupational Program (ROP). The Agreement was most recently amended in March 2015. The purpose of this newly created Joint Powers Agreement is to make certain revisions, particularly with respect to the governance of the Regional Occupational Program. Alternative language related to the governance structure outlined in section four is: ROP Governing Board. Pursuant to the provisions of §52310.5(d) of the Education Code, the ROP conducted under this Agreement shall be governed by the ROP Governing Board, consisting of two governing board members from each of the parties. The governing board of each party shall appoint two of its members to serve as members of the ROP Governing Board and another of its members to serve as an alternate to the ROP Governing Board. Such ROP Governing Board members and alternates shall serve at the pleasure of the governing boards appointing them.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Joint Powers Agreement with Laguna Beach Unified School District regarding South Coast Regional Occupational Program.

8. SELECTION OF SOUTH COAST REGIONAL OCCUPATIONAL PROGRAM BOARD REPRESENTATIVES:DISCUSSION/
ACTION

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EXHIBIT 8

Pursuant to Education Code Section 52310.5(d), the South Coast Regional Occupational Program (ROP) shall be governed by the ROP Governing Board, consisting of three members of the CUSD Board of Trustees, appointed by the CUSD Board of Trustees, and two members of the LBUSD Board of Trustees, appointed by the LBUSD Board of Trustees. The Parties' respective Boards of Trustees also shall appoint among its members a trustee to serve as an alternate to the ROP Governing Board. Such ROP Governing Board members and alternates shall serve at the pleasure of the Boards of Trustees appointing them. The ROP Board currently meets approximately five times per year on the third Thursday of the month at 8:30 a.m. The 2016 schedule will be set at the ROP's Board meeting scheduled for August 27, 2015, at 8:30 a.m. There is no financial impact.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

It is recommended the Board President recognize Superintendent Kirsten Vital to present information on this item and answer any questions Trustees may have.

Following discussion, it is recommended the Board of Trustees Board select three

representatives to serve as ROP Board members and one member to serve as an alternate.

Motion by _____ Seconded by _____

ROLL CALL:

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

9. WILLIAMS LEGISLATION OVERVIEW

On June 2 and 3, 2015, the District received 52 Williams Facility complaints, which has raised several questions regarding the Williams Legislation. The purpose of this agenda item is to provide the Board of Trustees an overview and components of the Williams Legislation.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Leona Olson, Assistant Superintendent, Personnel Services

Staff Recommendation

It is recommended the Board President recognize Leona Olson, Assistant Superintendent, Personnel Services, to present this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

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EXHIBIT 9

10. FIRST READING – REVISIONS TO BOARD POLICY 2210, ADMINISTRATIVE LEEWAY IN ABSENCE OF GOVERNING BOARD POLICY:

Board Policy 2210, *Administrative Leeway in Absence of Governing Board Policy* requires revising as a result of administrative reorganization. Changes are underlined; deletions are struck through. There is no financial impact.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

It is recommended the Board President recognize Superintendent Kirsten Vital 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.

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11. RESOLUTION NO. 1516-14 PLACEMENT OF CONTINUING STUDENTS:

One of the unintended consequences of the revised Board Policy 5119, School of Choice, was the elimination of the former priority B which allowed students who continually attended a school and moved after the school of choice window the opportunity to apply to continue at that school. Unlike the other priorities, priority B had no window and could be applied for when a family moved regardless of the time of year. Currently, we have students who moved after the school of choice window and now have no mechanism to continue at the school that they had attended for years prior. To resolve this situation, staff proposes to present this resolution which will allow the students who moved after the school of choice window to continue at the school.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary

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EXHIBIT 11

options for all students.

Contact: Susan Holliday, Interim Assistant Superintendent, Education Services

Staff Recommendation

It is recommended the Board President recognize Susan Holliday, Interim Assistant Superintendent, Education Services, to present this item.

Following discussion, it is recommended the Board approve Resolution No. 1516-14, Placement of Continuing Students.

Motion by _____ Seconded by _____

ROLL CALL:

Trustee Alpay _____ Trustee McNicholas _____

Trustee Hanacek _____ Trustee Pritchard _____

Trustee Jones _____ Trustee Reardon _____

Trustee Hatton-Hodson _____

12. TECHNOLOGY PLAN 2015-2018:

This presentation will provide the Trustees with an overview of the District Technology Plan for 2015-2018. Staff will present the process, stakeholders, and goals of the plan for the next three school years.

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CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

Staff Recommendation

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

13. LADERA RANCH CIVIC COUNSEL AD HOC BOARD MEMBER APPOINTMENTS:

The Ladera Ranch Civic Council is the Ladera Ranch precursor to a local incorporated government that provides input to the Orange County governing boards as the Ladera Ranch civic representation. The purpose of this organization is to encourage and gather public comment on a range of topics which may affect the community of Ladera Ranch and represent the interests the residents. The Council meets the third Monday of each month from 7:00 p.m. to 8:30 p.m. at the Santa Margarita Water District. The Next Public Meeting will be Monday, August 17. There is no financial impact.

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EXHIBIT 13

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

It is recommended the Board President recognize Superintendent Kirsten Vital to present information on this item and answer any questions Trustees may have.

Following discussion, it is recommended the Board of Trustees appoint two members to the Ladera Ranch Civic Committee Ad Hoc.

14. RESULTS OF REFINANCING SPECIAL TAX BONDS FOR CFD 98-2 (LADERA) AND CFD 2004-1 (RANCHO MADRINA):

At the June 10, 2015 Board meeting, the Board of Trustees received an information presentation on the proposed refinancing of bonds. Subsequently, at the June 24, 2015 Board meeting, the Board of Trustees authorized the refinancing of bonds. The bond sales were completed during the week of July 13, 2015. The District's financial advisor, Government Financial Strategies, will present the results of the bond sales.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

Staff Recommendation

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

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15. RESOLUTION NO. 1516-03, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (MISSION VIEJO/ALISO VIEJO), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (MISSION VIEJO/ALISO VIEJO) FOR FISCAL YEAR 2015-2016:

Resolution No. 1516-03 authorizes the levy of Special Tax in Community Facilities District (CFD) No. 87-1 (Mission Viejo/Aliso Viejo) for Fiscal Year 2015-2016. In order to secure the tax roll for CFD No. 87-1 in Fiscal Year 2015-2016, the District must notify the County of Orange Auditor-Controller no later than August 20, 2015, or other duly authorized date, with a certified copy of Resolution No. 1516-03, along with a copy of the annual levy of special taxes for Fiscal Year 2015-2016. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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.

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Following discussion, in adopting Resolution No. 1516-03, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo), Authorizing the Levy of Special Taxes in Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo) For Fiscal Year 2015-2016, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____

Seconded by _____

ROLL CALL:

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

16. RESOLUTION NO. 1516-04, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (COTO DE CAZA), AFFIRMING, RATIFYING, AND AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (COTO DE CAZA) FOR FISCAL YEAR 2015-2016:

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Resolution No. 1516-04 affirms, ratifies, and authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 90-1 (Coto de Caza), for Fiscal Year 2015-2016. The Special Tax of CFD No. 90-1 is collected by the District prior to issuance of any building permit in CFD No. 90-1; therefore, there is no need to notify the County of Orange Auditor-Controller.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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, in adopting Resolution No. 1516-04, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-1 of the Capistrano Unified School District (Coto De Caza), Affirming, Ratifying, and Authorizing the Levy of Special Taxes in Community Facilities District No. 90-1 of the Capistrano Unified School District (Coto De Caza) for Fiscal Year 2015-2016.

Motion by _____ Seconded by _____

ROLL CALL:

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

17. RESOLUTION NO. 1516-05, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2015-2016:

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Resolution No. 1516-05 authorizes the levy of Special Tax in Community Facilities District (CFD) No. 90-2 (Talega) for Fiscal Year 2015-16. In order to secure the tax roll for CFD No. 90-2 in Fiscal Year 2015-2016, the District must notify the County of Orange Auditor-Controller no later than August 20, 2015, or other duly authorized date, with a certified copy of Resolution No. 1516-05, along with a copy of the annual levy of Special Taxes for Fiscal Year 2015-2016. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all

students.

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, in adopting Resolution No. 1516-05, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Authorizing the Levy of Special Taxes in Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) For Fiscal Year 2015-2016, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

ROLL CALL:

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

18. **RESOLUTION NO. 1516-06, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2015-2016:** Resolution No. 1516-06 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 90-2 IA No. 2002-1 (Talega) for Fiscal Year 2015-2016. In order to secure the tax roll for IA No. 2002-1 of CFD No. 90-2 in Fiscal Year 2015-2016, the District must notify the County of Orange Auditor-Controller no later than August 20, 2015, or other duly authorized date, with a certified copy of Resolution No. 1515-06, along with a copy of the annual levy of Special Taxes for Fiscal Year 2015-2016. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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, in adopting Resolution No. 1516-06, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Improvement Area No. 2002-1 of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Authorizing the Levy of Special Taxes in Improvement Area No. 2002-1 of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) For Fiscal Year 2015-2016, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

ROLL CALL:

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

19. RESOLUTION NO. 1516-07, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES) FOR FISCAL YEAR 2015-2016:

Resolution No. 1516-07 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 92-1 (Las Flores) for Fiscal Year 2015-2016. In order to secure the tax roll for CFD No. 92-1 in Fiscal Year 2015-2016, the District must notify the County of Orange Auditor/Controller no later than August 20, 2015, or other duly authorized date, with a certified copy of Resolution No. 1516-07, along with a copy of the annual levy of Special Taxes for Fiscal Year 2015-2016. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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, in adopting Resolution No. 1516-07, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores), Authorizing the Levy of Special Taxes in Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) For Fiscal Year 2015-2016, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

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

20. RESOLUTION NO. 1516-08, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN) FOR FISCAL YEAR 2015-2016:

Resolution No. 1516-08 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 98-1A (Pacifica San Juan) for Fiscal Year 2015-2016. Such Special Taxes were levied, in prior fiscal years, on a partial basis. It is proposed that for Fiscal Year 2015-2016 the Special Taxes be levied on a partial basis at less than the Assigned Special Tax for CFD No. 98-1A. As in prior fiscal

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EXHIBIT 19

DISCUSSION/
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EXHIBIT 20

years, this is not a precedent for future fiscal years. In order to secure the tax roll for CFD No. 98-1A in Fiscal Year 2015-2016, the District must notify the County of Orange Auditor-Controller no later than August 20, 2015, or other duly authorized date, with a certified copy of Resolution No. 1516-08, along with a copy of the annual levy of Special Taxes for Fiscal Year 2015-2016. The District's Special Tax Consultant, David Taussig & Associates, will deliver the required documents on the District's behalf to the County of Orange.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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, in adopting Resolution No. 1516-08, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan), Authorizing the Levy of Special Taxes in Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) For Fiscal Year 2015-2016, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

ROLL CALL:

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

21. RESOLUTION NO. 1516-09, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LADERA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LADERA) FOR FISCAL YEAR 2015-2016:

Resolution No. 1516-09 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 98-2 (Ladera) for Fiscal Year 2015-2016. In order to secure the tax roll for CFD No. 98-2 in Fiscal Year 2015-2016, the District must notify the County of Orange Auditor-Controller no later than August 20, 2015, or other duly authorized date, with a certified copy of Resolution No. 1516-09, along with a copy of the annual levy of Special Taxes for Fiscal Year 2015-2016. The District's Special Tax Consultant, David Taussig & Associates, will deliver the required documents on the District's behalf to the County of Orange.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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, in adopting Resolution No. 1516-09, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 98-2 of the Capistrano Unified School District (Ladera), Authorizing the Levy of Special Taxes in Community Facilities

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EXHIBIT 21

District No. 98-2 of the Capistrano Unified School District (Ladera) For Fiscal Year 2015-2016, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

ROLL CALL:

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

22. RESOLUTION NO. 1516-10, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO MADRINA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO MADRINA) FOR FISCAL YEAR 2015-2016:

Resolution No. 1516-10 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 2004-1 (Rancho Madrina) for Fiscal Year 2015-2016. In order to secure the tax roll for CFD No. 2004-1 in Fiscal Year 2015-2016, the District must notify the County of Orange Auditor-Controller no later than August 20, 2015, or other duly authorized date, with a certified copy of Resolution No. 1516-10, along with a copy of the annual levy of Special Taxes for Fiscal Year 2015-2016. The District's Special Tax Consultant, David Taussig & Associates, will deliver the required documents on the District's behalf to the County of Orange.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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, in adopting Resolution No. 1516-10, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2004-1 of the Capistrano Unified School District (Rancho Madrina), Authorizing the Levy of Special Taxes in Community Facilities District No. 2004-1 of the Capistrano Unified School District (Rancho Madrina) For Fiscal Year 2015-2016, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

ROLL CALL:

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

23. RESOLUTION NO. 1516-11, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS), AUTHORIZING THE LEVY OF SPECIAL TAXES

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EXHIBIT 22

DISCUSSION/
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EXHIBIT 23

**IN COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS)
FOR FISCAL YEAR 2015-2016:**

Resolution No. 1516-11 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 2005-1 (Whispering Hills) for Fiscal Year 2015-2016. In order to secure the tax roll for CFD No. 2005-1 in Fiscal Year 2015-2016, the District must notify the County of Orange Auditor-Controller no later than August 20, 2015, or other duly authorized date, with a certified copy of Resolution No. 1516-11, along with a copy of the annual levy of Special Taxes for Fiscal Year 2015-2016. The District's Special Tax Consultant, David Taussig & Associates, will deliver the required documents on the District's behalf to the County of Orange.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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, in adopting Resolution No. 1516-11, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Authorizing the Levy of Special Taxes in Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) For Fiscal Year 2015-2016, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

ROLL CALL:

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

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

- | | |
|--|-------------------|
| 24. SCHOOL BOARD MINUTES: | Page 107 |
| Approval of the minutes of the July 15, 2015, special Board meeting. | EXHIBIT 24 |
| Contact: Teresa Teichman, Manager, Board Office Operations | |
| 25. SCHOOL BOARD MINUTES: | Page 109 |
| Approval of the minutes of the July 15, 2015, Board workshop. | EXHIBIT 25 |
| Contact: Teresa Teichman, Manager, Board Office Operations | |
| 26. SCHOOL BOARD MEETING SCHEDULE FOR SPECIAL MEETINGS AND WORKSHOPS: | Page 111 |
| | EXHIBIT 26 |

Approval of revised School Board Meeting Calendar to include dates for special Board meetings or workshops for 2015-2016. At the July 22 Board meeting Trustees discussed revising the 2015-2016 Board Meeting Schedule to add designated dates for special Board meetings and workshops throughout the year. At the meeting the Board selected October 21, January 21, March 11, and May 20 as potential dates with the understanding that special Board meetings and workshops could be cancelled if not needed. It is necessary to revise three of the four dates discussed so that they occur on a Wednesday. Corrected dates for consideration are: Wednesday, October 21, 2015; Wednesday, January 20, 2016; Wednesday, March 16; and Wednesday, May 18, 2016
CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Kirsten M. Vital, Superintendent

CURRICULUM & INSTRUCTION

27. PROPOSED SCHOOL START AND DISMISSAL TIMES FOR THE 2015-2016 SCHOOL YEAR:

Page 113
EXHIBIT 27

Approval of the start and dismissal times for the 2015-2016 school year. Per Board Policy 6111, this item seeks approval of the start and dismissal times for each school site for the 2015-2016 school year. There is no financial impact.

CUSD WIG 1: Teaching and Learning - Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Interim Assistant Superintendent, Education Services

28. MEMORANDUM OF UNDERSTANDING WITH THE SAN DIEGO COUNTY OFFICE OF EDUCATION FOR THE 2015-2016 MIGRANT EDUCATION PROGRAM, REGION 9:

Page 117
EXHIBIT 28

Approval of the Memorandum of Understanding for the 2015-2016 Migrant Education Program, Region 9. Currently, migrant students are entitled to specific services provided by the California Department of Education. Migrant Education Programs target students from migrant families who may have gaps in their schooling due to work schedules and work locations. The goal of this Memorandum of Understanding is to outline the partnership and services that will be provided to students within the Migrant Education Program in the District, by the San Diego County's Regional Office of Migrant Education.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Dr. Susan Holliday, Interim Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

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

Page 133
EXHIBIT 29

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 \$94,174,997.70 and the commercial warrants total \$14,641,585.75. 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 WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

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

Page 203
EXHIBIT 30

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 \$5,000, nine ratifications of new agreements totaling \$372,420, three extensions to existing agreements totaling \$188,380, three extension ratifications to existing agreements totaling \$95,000, and one amendment ratification to an existing agreement with no financial impact. 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 WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

31. GOVERNMENT CLAIM: No. ABI 1500650

Rejection of Government Claim No. ABI 1500650. This agenda item pertains to a claim filed against the District by claimant. This claim is based upon alleged injuries due to a car accident involving a District employee and vehicle. Rejection of this claim does not have any financial implications on the general fund budget and establishes procedural timelines. Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Leona Olson, Assistant Superintendent, Personnel Services

32. GOVERNMENT CLAIM: No. LBI 1501178 MH

Rejection of Government Claim: No. LBI 1501178 MH. This agenda item pertains to a claim filed against the District by Law Offices of James L. Meier, Attorney on behalf of minor. This claim is based upon alleged injury of a student while playing at the park adjacent to Newhart Middle School. Rejection of this claim does not have any financial implications on the general fund budget and establishes procedural timelines. Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Leona Olson, Assistant Superintendent, Personnel Services

33. GOVERNMENT CLAIM: No. EMP 1501209 DP

Rejection of Government Claim No. EMP 1501209 DP. This agenda item pertains to a claim filed against the District by Sessions Kimball, Edye A. Hill, Attorney at Law. This claim is based upon alleged discrimination towards claimant by District. Rejection of this claim does not have any financial implications on the general fund budget and establishes procedural timelines. Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under

separate cover.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Leona Olson, Assistant Superintendent, Personnel Services

34. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:

Approval of special education Settlement Agreement Case #2015020239, Settlement Agreement Case #2015030080, and Settlement Agreement Case #2015060490. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$119,010, funded by special education funds.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Mark Miller, Assistant Superintendent, SELPA and Special Education Operations

35. SPECIAL EDUCATION SETTLEMENT AGREEMENTS:

Approval of the ratification of special education Settlement Agreement Case #2015060414, Settlement Agreement Case #2015060623, Informal Dispute Resolution Case #050115, Informal Dispute Resolution Case #050215, Informal Dispute Resolution Case #060315, Informal Dispute Resolution Case #060415, and Informal Dispute Resolution Case #070515. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$54,988, funded by special education funds.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Mark Miller, Assistant Superintendent, SELPA and Special Education Operations

36. AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS AGREEMENT FOR AVID SECONDARY MEMBERSHIP:

Page 307

EXHIBIT 36

Approval of the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership. This Agreement provides support to prepare students for college readiness and success in a global society. The term of this Agreement is July 1, 2015, through June 30, 2016. The contractor will provide services at the rates indicated in the Agreement. Expenditures under this contract are limited to \$45,240, funded by Local Control Accountability Plan funds.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

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

37. AMENDMENT TO AGREEMENT BID NO. 1516-02, AUDIO VISUAL EQUIPMENT WITH CDW GOVERNMENT LLC:

Page 323

EXHIBIT 37

Approval of the Amendment to Agreement Bid No. 1516-02 for the purchase of audio visual equipment with CDW Government LLC, adding replacement models to the current price list. The contract allows for product changes in the event of an item that is discontinued or no longer available. The product shall be deemed acceptable only if it meets or exceeds original specifications, is provided at the same or lesser price of the original item, and the District approves the replacement. If the upgrade provides additional or enhanced functionality, the price of the new item must be mutually accepted by the District and the vendor. Annual expenditures for audio visual products purchased using this bid are anticipated to be \$900,000 to \$1,000,000 funded through various sources including, but not limited to, gift funds, site funds, grants, and general fund.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

38. LIMITED USE LICENSE AGREEMENT WITH RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION FOR THE USE OF ARROYO VISTA PARK: Page 325
EXHIBIT 38

Approval of the renewal of the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Arroyo Vista Park. Arroyo Vista School is located adjacent to Arroyo Vista Park in the City of Rancho Santa Margarita. The park is maintained by SAMLARC, a non-profit homeowners association. Since the school opened in 1992, students from Arroyo Vista School have been using the adjacent park for various activities, operating under a limited use license agreement. The additional space provides the students with greater recreational and physical education opportunities.

The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. Terms of the agreement include a defined amount of student use of the park for the current school year for a fee of \$5,000, paid out of the general fund. SAMLARC will be responsible for all ongoing maintenance of the park. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsel.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

39. LIMITED USE LICENSE AGREEMENT WITH RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION FOR USE OF TIJERAS CREEK PARK: Page 347
EXHIBIT 39

Approval of the renewal of the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park. Tijeras Creek Elementary School is located adjacent to Tijeras Creek Park in the City of Rancho Santa Margarita. The park is maintained by SAMLARC, a non-profit homeowners association. Since the school opened in 2000, students from Tijeras Creek Elementary School have been using the adjacent park for various activities, operating under a limited use license agreement. The additional space benefits the students with greater recreational and physical education opportunities.

The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. Terms of the agreement include a defined amount of student use of the park for the upcoming school year for a fee of \$8,900, paid out of the general fund. SAMLARC will be responsible for all ongoing maintenance of the park. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsel.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

40. AMENDMENT NO. 1 TO ADVOCACY AGREEMENT WITH CAPITOL ADVISORS GROUP LLC RELATING TO COMMUNICATIONS, MEDIA AND PRESS RELATIONS CONSULTING, AND PUBLIC ENGAGEMENT AND OUTREACH SERVICES: Page 369
EXHIBIT 40

Approval of Amendment No. 1 to Advocacy Agreement, in which Capitol Advisors Group LLC will provide additional communications, media and press relations consulting, and public engagement and outreach services, as needed by the District. This Amendment proposes a term of May 15, 2015, through August 15, 2015;

however, the Agreement may be terminated with 30 days' written notice. The contractor will provide services at the rate of \$7,500 per month, paid by the general fund. Expenditures will depend on the length of the contract and are currently anticipated to be less than \$25,000.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

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

41. STATE OF ARIZONA, DEPARTMENT OF ADMINISTRATION DIVISION OF PROCUREMENT OFFICE, AND WESTERN STATES CONTRACTING ALLIANCE MASTER CONTRACT AGREEMENT NO. ADSP011-00000411-4, MAILING EQUIPMENT - NEOPOST USA, INCORPORATED:

Approval to utilize the State of Arizona Department of Administration Division of Procurement Office and Western States Contracting Alliance Master contract Agreement No. ADSP011-00000411-4 awarded to Neopost USA, Incorporated, and approved for usage in the State of California pursuant to the California Participating Addendum No. 7-12-70-22, for the purchase of mailing equipment, supplies and maintenance, as needed, under the same terms and conditions of the awarding public agency's contract. This contract provides set pricing for mailing equipment, supplies and maintenance. Anticipated annual expenditures utilizing this contract are approximately \$16,000, funded by the general fund. School boards have the authority to "piggyback" on another public agency's bid, per Public Contract Code §20118, when it is in the best interest of a district. It is often advantageous to utilize piggyback bids when contract items are identical to the District's specifications. Using piggyback contracts save time and often provides lower prices than a single jurisdiction would be able to obtain. Due to the size of the contract and award, the documentation will be posted online on the District's Board Agendas and Supporting Documentation page.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

42. PERSONNEL REIMBURSEMENT AGREEMENT WITH LAGUNA BEACH UNIFIED SCHOOL DISTRICT:

Page 377
EXHIBIT 42

Approval of a Personnel Reimbursement Agreement with Laguna Beach Unified School District (LBUSD) to provide five days of instruction by a qualified Orientation and Mobility Specialist to LBUSD during the 2015-2016 school year. District staff has provided these services to LBUSD from the time both districts were part of the South Orange County Special Education Local Plan Area. LBUSD will pay the employee salary and benefit costs for the days of instruction.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Mark Miller, Assistant Superintendent, SELPA and Special Education Operations

43. PERSONNEL REIMBURSEMENT AGREEMENT WITH SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT:

Page 381
EXHIBIT 43

Approval of a Personnel Reimbursement Agreement with Saddleback Valley Unified School District (SVUSD) to provide 40 days of instruction by a qualified Orientation and Mobility Specialist to SVUSD during the 2015-2016 school year. District staff has provided these services to SVUSD from the time both districts were part of the South Orange County Special Education Local Plan Area. SVUSD will pay the employee salary and benefit costs for the days of instruction.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary

options for all students.

Contact: Mark Miller, Assistant Superintendent, SELPA and Special Education Operations

44. EXTENSION OF RENTAL SERVICES AGREEMENT-CAPO BEACH CALVARY:

Page 385
EXHIBIT 44

Approval of Extension of Rental Services Agreement No. 1415001 with Capo Beach Calvary to provide designated parking spaces at the Transportation South Yard for a monthly fee of \$100 per space. The contract term is October 1, 2015, through September 30, 2016. This Agreement provides a positive revenue stream into the District's general fund to offset a portion of the Transportation Department's encroachment.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

45. PROFESSIONAL SERVICES AGREEMENT - STRADLING, YOCCA, CARLSON & RAUTH:

Page 391
EXHIBIT 45

Approval of the District standardized Professional Services Agreement with Stradling, Yocca, Carlson & Rauth. At the July 22, 2015 Board meeting, this item was presented to the Board for consideration. Upon the direction of the Board, District staff was instructed to attempt to negotiate a lower rate and explore possible alternative billing structures other than the typical incremental hourly billing structure. This proposed contract is for work that has already been performed relating to a Public Records Act request pertaining to a community facilities district. The initial rate for such work was \$525 per hour for partner level attorneys. The lower negotiated rate for this contract only is \$450 per hour for partner level attorneys. The expenditures related to this proposed Agreement were previously authorized as part of the District's budget approval process. Expenditures under this Agreement are not expected to exceed \$2,500 for the term of April 1, 2015 through June 30, 2015.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

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

46. MEMORANDUM OF UNDERSTANDING WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

Page 405
EXHIBIT 46

Approval of the Memorandum of Understanding with the Orange County Superintendent of Schools will allow Orange County Department of Education (OCDE) to provide special education programs and services for eligible District students from July 1, 2015, through June, 30, 2016. The OCDE Division of Special Education Services operates a special schools program for pupils with exceptional needs who require intensive educational services. These students are referred by their Individualized Education Program (IEP) teams when it is jointly determined by the District and OCDE that the student's educational needs, as specified in the IEP, can be appropriately met by OCDE programs and services. On average, the District has approximately 85 students enrolled in OCDE programs per year. There are three cost categories for OCDE programs: classroom cost, transportation cost, and special circumstance aide cost. The average classroom cost per student is \$44,306. Based on average enrollment, the estimated District cost for students attending OCDE classes for the 2015-2016 school year is approximately \$3,766,000. The estimated District cost for transportation provided by OCDE is approximately \$650,000. The estimated District cost for required special circumstance aides in classrooms or on buses is approximately \$900,000. Annual expenditures under this agreement are paid by special education funds.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

47. MEMORANDUM OF UNDERSTANDING WITH SANTA ANA UNIFIED SCHOOL DISTRICT:

Page 425

EXHIBIT 47

Approval of the Memorandum of Understanding (MOU) with Santa Ana Unified School District (SAUSD) to provide special education Deaf and Hard of Hearing programs and services for District students referred by their Individualized Education Program (IEP) team. SAUSD provides specialized programs for Deaf or Hard of Hearing students in grades K – 6 who require a more intensive special education placement. The District is currently projected to have two students in the SAUSD program, but the approval of the MOU allows the District to place additional students as determined by the IEP team or through a settlement agreement. Estimated cost per student is \$37,000. Annual expenditures under this MOU are limited to \$90,000, paid by special education funds.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Mark Miller, Assistant Superintendent, SELPA and Special Education Operations

48. MEMORANDUM OF UNDERSTANDING WITH SAN GORGONIO OUTDOOR SCIENCE SCHOOL:

Page 431

EXHIBIT 48

Approval of the Memorandum of Understanding with San Geronio Outdoor Science School to use the facilities, supplies, equipment, and services provided by San Geronio School, as requested by the District for fifth and sixth grade science education. The contractor will provide services at the rates indicated in the Agreement. The scheduled attendance for this program for students of Las Palmas Elementary School is October 27, 2015, through October 30, 2015. Expenditures under this contract are estimated to be \$31,490, paid by primarily parent payments and supplemented by gift funds, as needed.

CUSD WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Susan Holliday, Interim Assistant Superintendent, Education Services

49. EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES – SCHOOLMESSENGER BY RELIANCE COMMUNICATIONS, LLC:

Page 437

EXHIBIT 49

Approval of Extension of Independent Contractor Agreement for Special Services with Reliance Communications, LLC to provide the SchoolMessenger mass notification system. This Agreement provides software and support services related to the SchoolMessenger system for mass notifications selected through the Request For Qualifications process. The current cost of the mass notification system is \$1.35 per student. The District has added the Custom Mobile Application at the cost of 25 cents per student or \$12,977 annually. The vendor has agreed to maintain the same pricing for fiscal year 2015-2016 as previously negotiated. Annual expenditures under this contract are not-to-exceed \$83,053, funded by the general fund.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

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

50. AWARD REQUEST FOR QUALIFICATIONS NO. 1-1516, GENERAL LEGAL SERVICES – MULTIPLE FIRMS:

Page 455

EXHIBIT 50

Approval of the Award of Request for Qualifications (RFQ) No. 1-1516 – General Legal Services to various firms. On April 22, 2015, the Board authorized staff to advertise for proposals for legal services. Seventy-nine proposals were received from twenty-one firms for seven major legal categories, which are listed in Exhibit A. All

received proposals underwent a two-part evaluation process, as is the standard procedure for all Requests for Proposals/Qualifications. First, Purchasing staff reviews all the proposals for compliance to the request, then an evaluation committee, comprised of 14 District staff administrators and Board President Lynn Hatton-Hodson reviewed and scored the proposals on a number of factors, as shown on the scoring rubric in Exhibit B. There are separate scoresheets for each legal category. At the June 24, 2015 meeting, the Board requested that staff provide the proposals with individual attorney biographies for each law firm recommended by the evaluation committees. For the July 22, 2015 Board meeting, the proposals were posted on the District's Board Agendas and Supporting Documentation page, along with proposed contracts and award letters, as applicable. Law firms recommended for the public finance bench (bond counsel, disclosure counsel, etc) will have a proposed award letter because those firms are compensated on a contingent transaction basis. At the July 22, 2015 Board meeting, Board members directed District staff to explore alternative billing arrangements different than the incremental hourly billing structure and attempt negotiations for lower rates. Proposed contracts for all non-public finance law firms will be for a one year term beginning July 1, 2015 through June 30, 2016. District staff will continue to explore both alternative billing structures and rates for current and future contracts, with all amendments brought back for Board consideration and approval. Annual expenditures under these contracts will vary with District needs, funded by the general fund, CFD administrative funds, and other applicable funding sources. Due to the voluminous nature of the proposals and proposed contracts for each firm, the documentation will be posted online on the District's Board Agendas and Supporting Documentation page.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.

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

PERSONNEL SERVICES

51. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 459
EXHIBIT 51

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 WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Leona Olson, Assistant Superintendent, Personnel Services

52. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 461
EXHIBIT 52

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 WIG 1: Teaching and Learning – Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

Contact: Leona Olson, Assistant Superintendent, Personnel Services

Motion by _____ Seconded by _____

ROLL CALL:

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

53. QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT

EXHIBIT 53

Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination. Furthermore, the law requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. During the fourth quarter, 52 complaints were filed and resolved.

CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

Contact: Leona Olson, Assistant Superintendent, Personnel Services

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

ADJOURNMENT

Motion by _____ Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, SEPTEMBER 9, 2015, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

For information regarding Capistrano Unified School District, please visit our website: www.capousd.org

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

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

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

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

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

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

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

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

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

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

REASONABLE ACCOMMODATION

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

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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.

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SOUTH COAST REGIONAL OCCUPATIONAL PROGRAM JOINT POWERS AGREEMENT

THIS SECOND AMENDED JOINT POWERS AGREEMENT ("Agreement") is entered into pursuant to the provisions of Government Code Sections 6500 *et seq.* relating to joint exercise of governmental powers between CAPISTRANO UNIFIED SCHOOL DISTRICT ("CUSD") and LAGUNA BEACH UNIFIED SCHOOL DISTRICT ("LBUSD") and amends and supersedes the South Coast Regional Occupational Program Joint Powers Agreement entered into by the Parties on December 7, 1995 and all subsequent amendments and modifications. CUSD and LBUSD are referred to herein as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the California State Board of Education has adopted Education Code Sections 52300-52333 pertaining to the establishment of regional occupational programs; and

WHEREAS, the Parties have determined and declare that it is in the best public interest of the Parties to cooperate in maintaining the South Coast Regional Occupational Program ("ROP") pursuant to Education Code Sections 52300 *et seq.*; and

WHEREAS, it is the objective of the Parties to provide Career Technical Education ("CTE") and other broad curricula in occupational areas while avoiding unnecessary duplication of redundant contracts, services, and resources; and

WHEREAS, the development, organization, and implementation of the ROP are of such magnitude that it is necessary for the Parties to maintain this Agreement in order to accomplish their objectives; and

WHEREAS, the Parties enter into this Agreement for the purpose of continuing to offer CTE and other courses for secondary students and adults; and

WHEREAS, the Parties intend this Agreement to reflect the funding source changes under Education Code Sections 52060 *et seq.* for CTE programs in that the Local Control Funding Formula allows more budgeting flexibility at the local level than previously provided; and

WHEREAS, the Parties are legally authorized under Education Code Sections 52300 *et seq.* to perform the responsibilities set forth herein.

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE. It shall be the purpose and responsibility of the South Coast Regional Occupational Program Governing Board ("ROP Governing Board") to exercise administrative responsibility for this ROP to plan, implement, and serve, with the Parties, the CTE and related needs of people and communities in the area comprising the Parties' respective school districts.

2. TERM OF AGREEMENT. This Agreement shall become effective and binding upon approval of the CUSD and LBUSD Boards of Trustees as attested by the signature of their duly represented agents on this Agreement. This Agreement shall continue in effect until terminated as provided herein. For the purpose of this Agreement, the term "fiscal year" means the period from July 1 to and including June 30 of the following year.

3. ADDITION OF PARTIES TO THIS AGREEMENT. Additional parties may enter into this Agreement subject to approval and conditions as agreed upon by all parties then represented on the ROP Governing Board. New parties entering into this Agreement shall be bound by the terms of this Agreement.

4. ROP GOVERNING BOARD. Pursuant to Education Code Section 52310.5(d), the ROP shall be governed by the ROP Governing Board, consisting of three members of the CUSD Board of Trustees, appointed by the CUSD Board of Trustees, and two members of the LBUSD Board of Trustees, appointed by the LBUSD Board of Trustees. The Parties' respective Boards of Trustees also shall appoint among its members a trustee to serve as an alternate to the ROP Governing Board. Such ROP Governing Board members and alternates shall serve at the pleasure of the Boards of Trustees appointing them.

a. Scope of Powers. Pursuant to Government Code Section 6509, the ROP Governing Board shall have the power and authority to exercise any power common to the Parties with respect to the ROP, provided that the exercise of power is in furtherance of the objectives set forth in this Agreement. The powers and authority of the ROP Governing Board shall continue until the termination of this Agreement. The ROP Governing Board shall abide by all previously enacted and adopted policies, rules, and bylaws; and may enact and adopt new policies, rules or bylaws that are consistent with this Agreement for the orderly transaction of business of the ROP.

b. Term of Office. Each member of the ROP Governing Board shall serve for a one-year term, commencing at the annual organizational meeting. A member may be appointed for successive terms. In the event of a vacancy, the Party having the appointment shall fill the vacancy for the remainder of the unexpired term.

c. Notices. The ROP Governing Board, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate one of its members as an officer for the purpose of receiving service on behalf of the ROP Governing Board. The ROP Governing Board shall comply with the provisions of Government Code Section 53051 requiring the filing of a statement with the Secretary of State of California and with the County Clerk of Orange. Notices to the Parties shall be addressed to their Superintendents at their regular mailing addresses.

d. Meetings. The ROP Governing Board shall hold at least five meetings each school year, subject to the discretion of the ROP Governing Board. The hour, time, and place for such regular meetings shall be fixed annually by the ROP Governing Board. The ROP Governing Board may also hold special meetings. All meetings of the ROP Governing Board shall be called, held, and conducted in accordance with the terms and provisions of the Brown Act, Government Code Sections 54950 *et. seq.* as may be augmented by further rules of the ROP Governing Board. Except as otherwise provided or permitted by law, all meetings of the ROP Governing Board shall be open and public. The ROP Governing Board shall cause to be kept minutes of its meetings, and shall promptly transmit to the Boards of Trustees each of the Parties true and correct copies of the minutes of such meetings. The ROP also shall comply with the California Public Records Act.

e. Officers and Employees. The ROP Governing Board, at its annual organizational meeting, shall elect from their membership a President and Vice-President/Clerk who shall serve a term of one year. The Executive Director of CTE/ROP, as designee of the CUSD Superintendent, shall serve as the Secretary of the ROP Governing Board. Pursuant to Government Code Section 6505.1, the CUSD Superintendent is designated as the person who has custodial charge of all property of the ROP. The ROP Governing Board shall designate the person(s) who shall have responsibility for access to and handling of funds and records of the ROP. The ROP Governing Board has the authority to employ and pay necessary certificated, classified, and other employees to carry out the goals and objectives of the ROP.

f. Voting. The ROP Governing Board members shall have one vote each, and the presence of a majority of the ROP Governing Board members shall be required in order to constitute a quorum for the conduct or transaction of business. No action of the ROP Governing Board shall be valid unless a majority of the membership concur therein by their votes.

g. Budget. On or before March 1st, an annual ROP budget recommendation prepared under the direction of the Executive Director of CTE/ROP, as designee of the CUSD Superintendent, will be provided to each Party showing the estimated amount of money and purpose. Upon approval by each Party, the budget recommendation shall be incorporated and adopted by the ROP Governing Board in compliance with the timeline required in Education code 52327.5 to hold a public hearing on the proposed ROP budget before June 15th, and adopt the ROP budget by the June 30th deadline per the Education Code.

h. Fiscal Duties and Responsibilities. The ROP Governing Board shall have no authority to incur financial obligations that result in expenditures in any particular fiscal year exceeding the funds available in its general and reserve funds in connection with the ROP. The debts, liabilities, and obligations of the

ROP do not constitute debts, liabilities, and obligations of any Party. The ROP Governing Board shall have the authority and responsibility to receive, accept, and expend or disburse funds by contract or otherwise, whether from private or public agencies, for purposes consistent with the provisions hereof and in accordance with state law, and shall have the duty to maintain at all times a complete and accurate system of accounting for said funds. The Treasurer of the County of Orange shall act as a depository to all funds of the ROP. The ROP Governing Board shall authorize all expenditures of funds.

5. FUNDING. LBUSD will contribute \$138,908 to the ROP in fiscal year 2015-2016. CUSD will contribute \$1,250,000 to the ROP in fiscal year 2015-2016. Funding for future fiscal years will be established as set forth in Section 4-g of this Agreement. The Parties acknowledge a 2014-2015 ROP surplus consisting of reserves that shall be redistributed to the Parties after the close of the 2014-2015 fiscal year in the proportions initially contributed: 97% to CUSD, and 3% to LBUSD.

6. SCHEDULE OF PAYMENTS. Concurrently with its adoption of the annual budget, the ROP Governing Board shall adopt an annual schedule of payments to be made by the Parties, based upon the dates scheduled for receipt of state apportionment. Payments shall consist of their respective shares of the ROP operating funds for the fiscal year covered by the budget. The amount of each share shall be determined in accordance with Section 5 of this Agreement. This schedule of payments shall specify the monthly payment due and the total amount due from each Party. Payments shall be made when due by each Party in accordance with the schedule of payments.

7. CONTRIBUTIONS. Without in any way limiting the powers otherwise provided for in this Agreement, the ROP Governing Board shall have the power and authority to receive, accept, and utilize the services of personnel offered by any of the Parties to this Agreement, or their representatives or agents; to receive, accept, and utilize property, real or personal, from any of the Parties or their agents or representatives; to receive, hold, dispose of, to construct, operate, and maintain buildings and other improvements; and to receive, accept, expend, and disburse funds, by contract or otherwise, for purposes consistent with the provisions of this Agreement, which funds may be provided by either of the Parties or their agents or representatives.

8. SERVICES. CUSD will provide the following ROP business services: technology, payroll, student attendance, shipping-and receiving, deliveries, facility maintenance, and security. Non-teaching ROP employee workplaces will be in a CUSD facility. Each Party shall be responsible for cost of operations, custodial, and campus supervision in connection with ROP classrooms and activities conducted on their respective campuses.

9. AUDIT. The fiscal transactions of the ROP shall be audited annually by a firm of licensed certified public accountants to be selected by the ROP Governing Board. The minimum requirements of the audit shall be those prescribed by the State Controller for

special districts under Government Code Section 26909 and shall conform to generally accepted auditing standards. When the annual audit is made, a report thereof shall be filed as a public record with each of the parties to this Agreement. Any cost of the audit shall be borne by the ROP.

10. INSURANCE. The ROP Governing Board shall provide necessary insurance to provide coverage in accordance with state law in regards to property and liability, including liability of its own members. Notwithstanding the provisions of Education Code Section 51769, it shall be the responsibility of the ROP, rather than the Parties, to provide workers' compensation insurance coverage to students who are receiving community classroom and internship training through the ROP.

11. WITHDRAWAL OF PARTIES. The powers of authority of the ROP Governing Board shall continue until termination of this Agreement. Prior to March 1 of each fiscal year, any Party may provide notice to other Parties of its intention to withdraw from this Agreement as of June 30 of that year. A condition precedent to withdrawal from this Agreement shall be that the Party wishing to withdraw must either discharge, or arrange to discharge, all pending obligations it has assumed under this Agreement as are reasonably satisfactory to the ROP Governing Board. Each fiscal year, the Parties shall determine prior to March 1 whether they intend to contribute operating funds to the ROP during the following fiscal year. If a Party determines that it will not be providing operating funds for the ROP, notice of that decision shall be given to the Superintendents of each Party and shall serve as notice of its withdrawal. A Party will incur no liability for any obligation incurred by the ROP after the date of submission of the notice of withdrawal. With respect to any reserves accumulated by the ROP as of the fiscal year end, a Party that withdraws from this Agreement shall be entitled to a share of such reserves upon withdrawal, in the proportions set forth in Section 5 of the Agreement. If any such reserves exist upon termination of this Agreement, all terminating Parties shall receive a proportionate share of such reserves. In the event that a Party withdraws from this Agreement, the withdrawing party shall have the option to maintain and operate any property, equipment, or structure of the ROP located on/at said Party's campuses or District offices until a disposition of ROP property takes place. At the end of the fiscal year, the Executive Director of CTE/ROP will determine the value of all assets, and make arrangements for a fair and equitable distribution based on the proportions outlined in Section 5 of this Agreement.

12. DISPOSITION OF PROPERTY AND FUNDS. In the event of the complete rescission or final termination of this Agreement by all parties hereto, any property interest remaining following a discharge of all obligations shall be disposed of as the ROP Governing Board shall then determine, with the objective of returning to each Party which is then or was theretofore a party to this Agreement a proportionate return on the monetary contributions made to such properties by such parties. The assets (subject to depreciation), real property, and buildings shall be redistributed to the Parties in the proportions initially contributed: 97% to CUSD, and 3% to LBUSD. Surplus funds remaining after all outstanding obligations shall be divided in the same proportions.

13. AMENDMENT. This Agreement may be amended, in writing, by a simple majority vote of the Boards of Trustees of each Party, provided that any amendment is to further carry out the mission of the ROP or to comply with new legislation applicable to such a regional occupational program. Any such amendment shall be effective upon the date of final execution thereof by such Boards of Trustees.

14. SEVERABILITY. Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized officers there under duly authorized as set forth herein below on this _____ day of _____, 2015.

]CAPISTRANO UNIFIED SCHOOL DISTRICT

Lynn Hatton-Hodson, President of the Board of Trustees

Date

LAGUNA BEACH UNIFIED SCHOOL DISTRICT

Ketta Brown, President of the Board of Trustees

Date

TRUSTEE COMMITTEE APPOINTMENTS

SOUTH COAST REGIONAL OCCUPATIONAL PROGRAM (ROP): 3 Trustees and 1 alternate

Member

Member

Member

Alternate

Williams Legislation

August 12, 2015

Williams Categories

- * Instructional materials in core subject areas
- * Qualified/credentialed teachers
- * Safe, clean, adequate facilities

Two Components

Williams Schools

Select Schools

- * Decile 1-3 based on API
- * County visits to assess 3 areas:
 - * Textbook and Instructional Materials **Fall**
 - * Facilities **Fall**
 - * Teacher assignments **Spring**
- * Report any findings

Two Components

Williams Schools Select Schools

- * Decile 1-3 based on API
- * County visits to assess 3 areas:
 - * Textbook and Instructional Materials **Fall**
 - * Facilities **Fall**
 - * Teacher assignments **Spring**
- * Report any findings

Williams Complaints All Schools

- * Receive Complaint
- * Follow Complaint Process
 - * Guides investigation and resolution of three areas

Williams Complaints

- * **Complaint Procedures:**

- * Receive a complaint

- * Investigate and Respond:

- * Investigate:

- * Evaluate the complaint to determine if the complaint is at the level of Williams

- * Resolve:

- * If at Williams Level, resolve the situation within 30 days

- * Respond within 45 working days of initial filing

- * If not at Williams Level, determine if action steps are needed

Two Components

Williams Schools Select Schools

- * Decile 1-3 based on API
- * County visits to assess 3 areas:
 - * Textbook and Instructional Materials **Fall**
 - * Facilities **Fall**
 - * Teacher assignments **Spring**
- * Report any findings

Williams Complaints All Schools

- * Receive Complaint
- * Follow Complaint Process
- * **Quarterly Reports to OCDE**
 - * Number received, number resolved

Questions

ADMINISTRATIVE LEEWAY IN ABSENCE OF GOVERNING BOARD POLICY

The Superintendent or designee shall have the power to act, within the parameters of law, in cases where action must be taken and where the Board of Trustees has not provided guidelines for administrative action. If the action necessitates addition or revision of policies, the Superintendent or designee shall make the necessary recommendations to the Board.

It shall be the duty of the Superintendent or designee to keep the Board apprised of any action taken in emergency situations as soon as practicable after its occurrence.

The Superintendent is granted line administrative authority by the Board of Trustees. In turn, the authority of the Superintendent may be delegated in accordance with the District's organizational chart. When the Superintendent's schedule necessitates his/her being out of the office, he/she delegates line authority to the Deputy Superintendent, Business and Support Services. In the event he/she is unavailable, such authority is delegated to the Assistant Superintendent, ~~Personnel—Services~~ Administrative Services/Community Relations. On occasion, additional senior cabinet positions may serve as the Superintendent's designee. Decisions made by a designated administrator acting on behalf of the Superintendent will be subject to review by the Superintendent at a later date.

Legal Reference:

EDUCATION CODE

35035 Powers and duties of superintendent

Policy

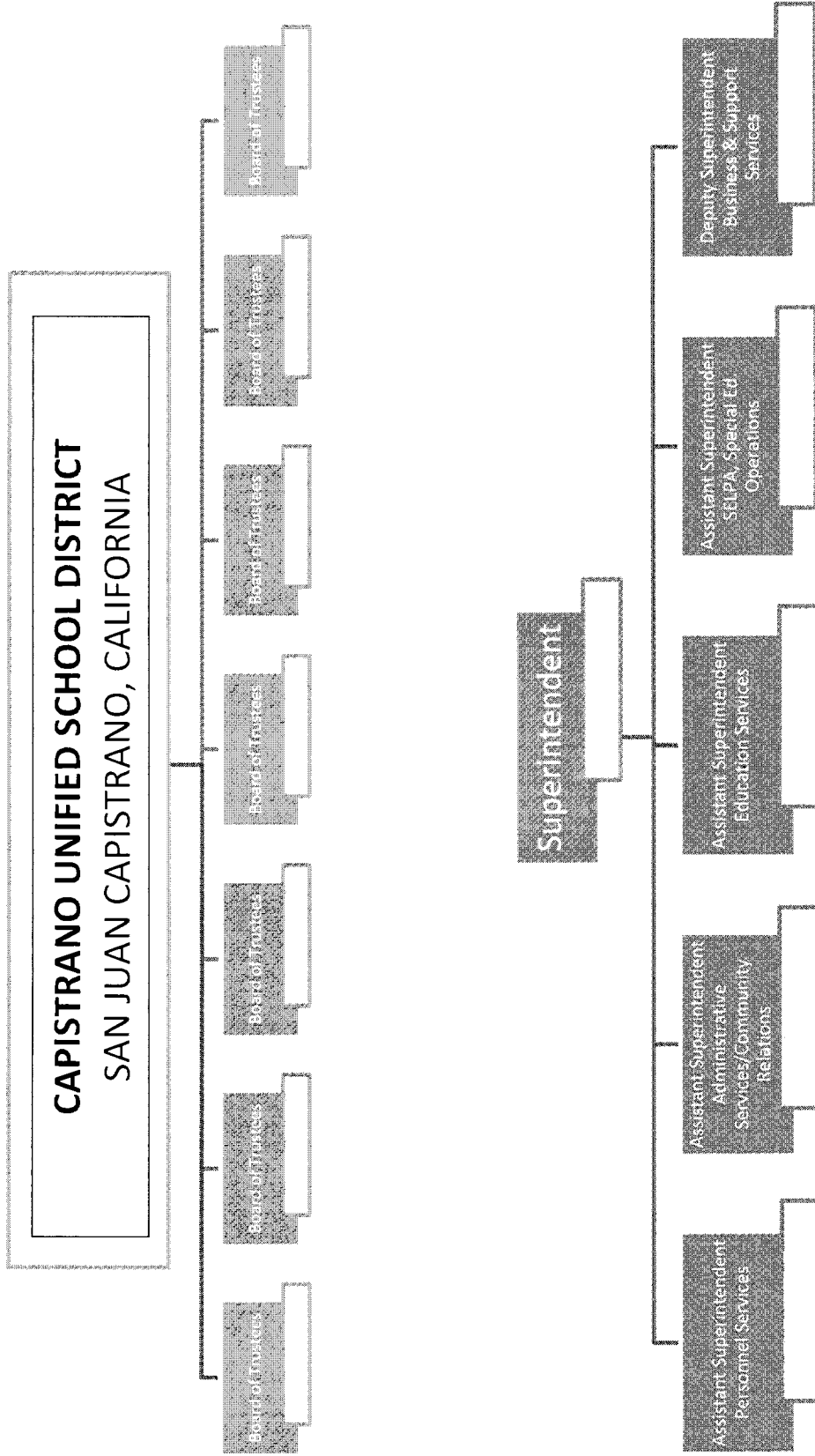
adopted: August 21, 1995
revised: September 15, 2000
revised: October 22, 2014
revised: August 12, 2015

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

EXHIBIT 10

BP 2210(b)



chrevised 7/29/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 12, 2015

RESOLUTION NO. 1516-14
PLACEMENT OF CONTINUING STUDENTS

WHEREAS, one unintended consequence of the revised School of Choice Board Policy 5119 was the elimination of the former priority B which allowed students who continually attended a school and moved the opportunity to continue at that school. Unlike the other priorities, priority B had no window and could be applied for when a family moved regardless of the time of year. Currently, we have students who moved after the school of choice window and now have no mechanism to continue at a school that they may have attended for years. This resolution will allow the 19 students who moved after the school of choice window to continue at their school.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Capistrano Unified School District:

The effective date of this Resolution of the Board will allow the following students to continue at their schools.

Students with the following Identification Numbers:

7424007	7442983	7427486	7437505	7417428	7443405	7404501
7424742	7443509	7448662	7429141	7417347	7398652	7417931
7397937	7453882	7438474	7404759	7424337		

PASSED AND ADOPTED by the Board of Trustees of Capistrano Unified School District this 12th day of August, 2015, by the following vote:

AYES: _____

NOES _____

ABSTENTIONS _____

ABSENT _____

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and forgoing Resolution was duly regularly adopted by the said Board at the meeting on the 12th day of August, by a roll call vote.

By: _____
Martha McNicholas
Clerk of the Board of Trustees

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

Date: August 12, 2015

Capistrano Unified School District

Technology Plan

July 2015 through June 2018

The CUSD Technology Plan maps out the vision of technology adoption and integration based on LCAP goals focused on the students of our District. As technology and instruction becomes more integrated, the technology plan evolves into an instructional roadmap as well as a technological devices and services plan.

"We need technology in every classroom and in every student and teacher's hand, because it is the pen and paper of our time, and it is the lens through which we experience much of our world." – David Warlick

"Technology is just a tool. In terms of getting the kids working together and motivating them, the teacher is most important." – Bill Gates

"Tech gives the quietest students a voice" - Jerry Blumengarten

"When students share their work with the world they want it to be good, when they share it with their teacher they want it to be good enough." - Rushton Hurley

"Teachers need to integrate technology seamlessly into the curriculum instead of viewing it as an add-on, an afterthought, or an event" - Heidi Hayes-Jacobs

Our Stakeholders

In the interest of involving all types of stakeholders in our technology planning and visioning process, the District provided many opportunities for administrators, teachers, parents, and students to add their opinions and expertise to the process. Site administrators from all levels were selected to represent a broad mix of technology adoption and socio-economic areas. Seventy Five DLTs (Digital Literacy Teachers), one from each site, were involved in collaborating on ideas for the plan and for what minimum baseline of technology should exist in every classroom should look like in our District. Our Teachers' Association CUEA brought a number of executive board members to the committee, and the PTA brought a number of members as well. The Educational Technology department worked with site administrators to form student groups who were interviewed, and the ASB Executive Committee was invited to give input as well. The plan was given to the staff of Technology and Information Services as well for their input.

- *75 Digital Literacy Teachers
- *4 PTSA Parents
- *3 Members of the CUEA Executive Board
- *District Educational Leadership Committee
- *3 Elementary Principals
- *3 Middle School Principals
- *3 High School Principals
- *Educational Technology Department
- *Multiple members of the TIS staff
- *Student groups from ES, MS, and HS

Where are we now, and how did we get here?

Capistrano Unified (CUSD) has been on the road to recovery from the 2007-2010 budget crisis for a number of years. The Governor's latest budget has a projection of reaching 2007 budget levels by 2021. In this environment, it is often difficult to initiate new programs, especially programs that require significant purchases and professional development. However, when the State of California announced one-time money in order to support the adoption of the Common Core State Standards (CCSS), the District could only spend that money in three categories: Instructional Materials, Professional Development, and Technology. Many districts needed to spend a significant portion of their CCSS funding on bandwidth, internet infrastructure, and wireless infrastructure in order to support devices and the new SBAC online testing. However, CUSD had spent years planning and building a significant infrastructure that could handle increasing bandwidth and supporting wireless devices. Please see the Hardware/Infrastructure Summary for a brief history and summary of our current state.

Because the infrastructure was already in place, the District was able to focus the CCSS technology expenditures on student devices. In May of 2014, the District had done an intensive comparison of devices from iPads to Microsoft Tablets and Chromebooks. CUSD had involved many stakeholders in the process and Chromebooks came out a clear favorite based on functionality, ease of use, ability to teach all CCSS standards, and total cost.

In September of 2013, the District began investigating acquiring a free Google Apps for Education domain in order to provide students with Google accounts for online collaboration, publishing, document storage, and interaction. Chromebooks were being used in a number of districts in Southern California with great success, and they were seen as a way to introduce a large number of devices into student hands with low cost. A pilot of 25 classrooms was conducted in February of 2014 which included 3 days of professional development for each teacher in a collaborative grade level, and enough Chromebooks for each teacher's largest class plus one. The District believes that technology is as fundamental to learning as the paper and pencil, so there is always at least one extra Chromebook in each class cart to ensure no one does without in case of breakage. The data from the survey results of the pilot classroom teachers, students, and parents showed increases in student engagement, collaboration, keyboarding speed, teacher creativity, and student choice in completing assignments. We saw increases in reported excitement in coming to school, more work being turned in, and 60% of 1400 students surveyed reported that they had collaborated with or spoken to students whom they had never spoken to before because of the Chromebooks. With surveys from parents, teachers, and students all reflecting similar positive outcomes from just 4 months with the Chromebooks, CUSD decided to move ahead with an ambitious project to get devices into the hands of as many students as possible. The Chromebooks also performed very well during the Smarter Balanced Assessment trial (SBAC) in 2014. In the future, devices would allow for a shortened testing window at those sites with fewer computer systems.

In the 2014/2015 school year, the District hired two Educational Technology Teachers on Special Assignment (TOSAs) in order to support the rollout of Chromebooks and to support technology integration across the District at all grade levels. The District also used Microsoft Settlement Voucher funds to transform the Site Technology Coordinator program. In 2013/2014, each site had one Site Technology Coordinator who assisted with technology at the sites, but there was not enough funding to bring them into the District for training. In 2014/2015 the District utilized voucher funds to pay for substitutes for all sites with 800 or fewer students to have one Digital Literacy Teacher (DLT) and all sites with over 800 students to have two DLTs. DLTs had substitutes for three mandatory all-day trainings/ meetings at the District office, and they have to conduct four technology trainings at their sites. The District also hired a Lead Training User Support Specialist to manage the Google domain and assist with tech support and training.

In 2014/2015, CUSD purchased Chromebooks for all 5th grade classrooms, all 6th grade English Language Arts (ELA) classrooms, and 15 carts for each High School. High School principals asked if they could guide the distribution of the carts, and that request was granted on the stipulation that equity of access for at least one grade level of students was addressed. Teachers were required to attend one full day of professional development before receiving the cart of Chromebooks, and a second day a few months after receiving the Chromebooks. The professional development was intentionally designed to impart the greatest amount of technological and pedagogical knowledge for a 1:1 classroom. All teachers also joined an online discussion group through a district program called “MyBigCampus” that allowed online questions and collaboration during the implementation. The devices were rolled out from September to January, and now the District has 24,000 Chromebooks out in the field.

The District currently supports a multitude of Electronic Learning Programs at all grade levels, and TIS is responsible for supporting the data uploads of all District programs, some site programs, and curriculum and textbook adoption pilots. CUSD offers “Tech Tuesday” classes every Tuesday afternoon in order to help with technology integration, and the TOSAs visit classrooms and sites for professional development. Tech Tuesdays went virtual starting in late February, with District staff having the option to tune into the professional development from any computer through a web conference. The Ed Tech TOSAs have also been working in a co-teaching model with District TOSAs for all subject areas in order to increase the curriculum TOSA familiarity with technology in the classroom and how it can be applied at their grade level or with their particular subject.

CUSD purchased Discovery Education Plus as a district-wide initiative in March of 2014. The purchase was made to ensure that all teachers have access to multimedia content, a safe research environment, standards-based videos, images, and articles, and a space for students to be assigned work, assessments, and project space. While 70% of District sites had been purchasing Discovery with site funds, the District decided that the program was important for all sites. The upgrade to Discovery Education Plus included hundreds of pre-built CCSS units that included multimedia and technology. Typing Agent is a keyboarding program with online

and at-home access that was adopted district-wide K-5 in 2014 as well. In April of 2014, all Elementary schools were trained on Typing Agent and Discovery Education at a Common Core instructional professional development day. By tracking downloading and streaming of Discovery Education assets, we have seen usage of Discovery Education increase by over 800%.

The District opened Youtube.com in November of 2014 for teachers and administrative staff to use as an educational tool. At the same time, the District was able to establish a tiered filtering system that allows each student a different level of Internet access based on their grade level. While teachers are allowed to see Youtube, when a middle or high school student attempts to access Youtube, they are automatically redirected to Youtube for Education, a filtered version of Youtube built for schools. Elementary students are still blocked from accessing any form of Youtube.

The new standards have a significant amount of digital literacy and digital skills embedded in them so the District went about cultivating a list of digital/technology skills that students need to have mastered in order to be college and career ready. The Fresno County Office of Education and the Long Beach Unified School District had already done amazing work in this area, so CUSD contacted both institutions to ask permission to utilize their work and modify it for our students. The resulting document was approved by the board as a scope of skills that needed to be taught to mastery. Please see Appendix A for the adopted digital literacy skills.

The District has supported four “laptops for learning” bring your own device (BYOD) schools over the past 12 years. Oso Grande Elementary, Ladera Middle, Ladera Elementary, and Chaparral Elementary all had some form of BYOD program. Aliso Niguel High School has had a BYOD iPad academy for the last 3 years, and Wagon Wheel Elementary is in the very first pilot stages of iPad BYOD at 3rd and 4th grade. All Middle and High School campuses have the option to allow students to bring their own technologies as long as the student abides by the Acceptable Use Policy, and the teacher and site administrator agree.

Each site has chosen how and when to refresh their classroom technology, including whether to mount projectors, when to buy projector bulbs, when to purchase new laptops for teachers, how many computer labs or rolling carts to have on-site, etc.

The Educational Technology department has changed drastically in the last few years. In June of 2013, the Director of Educational Technology retired. The District created a Manager position over the Student Information Systems (SIS) group in order to allow the new Director of Educational Technology to focus on Educational Technology. When the new Director came on board in July of 2013, the department consisted of the Director and the Web Master. Soon a Training User Support Specialist was hired to help create the Google Domain and manage student accounts for a successful Chromebook pilot. After six months with the Chromebooks and other digital literacy initiatives across the District, it was decided that the department needed a Lead Training User Support Specialist, as well as two Teachers

on Special Assignment (TOSAs). The TOSAs have been working with instructional TOSAs in the Educational Services department in an effort to have all District TOSAs utilizing digital literacy across the curriculum. The District is currently undergoing a reorganization of Educational Services, and the TOSA position is ending. Two new positions will replace the support that the TOSAs gave to the District, Curriculum Specialists and Instructional Coaches. The Educational Technology TOSAs will support both groups this year as we take the necessary time to support the new positions in their ability to integrate technology into their instructional coaching practices and into curriculum that is developed for the District.

Existing Hardware/Infrastructure:

The goal of the Capistrano Unified School District is to provide equal access to high quality instruction and instructional materials for all students. Accordingly, 100% of the District school sites are connected to the Internet. All classrooms are equipped with Internet access and the District is looking at implementing District-wide wireless solutions.

School inventories are updated as inventory changes at each site and are reviewed annually as part of the site technology use plan revision process. This gives the District an overall perspective of hardware at the school sites. Currently, the District has an estimated 20,000+ computers, Chromebooks or devices on the network. For the purposes of this plan, only those systems less than four years old are reported.

District departments and school sites have either Dell PC or Apple computers or a combination of both. The vast majority of classrooms has a dedicated LCD projector and documented, funded and sustained through site gift funds. All school sites and classrooms have Internet access via the Ethernet network. The network is operated and maintained by Technology and Information Services (TIS) with physical wiring support from Maintenance and Operations (M&O).

Hardware required for administrative tasks: TIS Data Center is the central point for the District's computing services. This data center provides connections to the Orange County Department of Education (OCDE) and is the central hub of the District-wide area network. The systems in the TIS Data Center are accessed by computers at District facilities and school sites. Individual school sites access the District computing services daily for Student Information System (SIS), Financial, Purchasing, Personnel and collaboration resources. District desktop hardware standards allow the District to provide support in an efficient and cost effective manner.

Generally, each classroom has two to four data jacks and electrical outlets that computers can be plugged into for network access. Some classrooms (such as computer labs) may have more than two connections and up to 40 network connections to support lab computers. Schools, in general terms, have enough electrical capacity to support the

technology they need. The District has standardized specifications for wiring existing and new portable and permanent classrooms.

Networking, Internet and Telecommunications Infrastructure

The CUSD network was originally designed and implemented in 1996. Since that time, there have been numerous changes and upgrades made. Internet connectivity within the District is very robust. The District currently has a 3 Gb connection provided by Cox Internet Service Provider (ISP). The District network is configured in a hub and spoke design. Each site within the District has a 500Mb -1 Gig fiber connection. There is also full wireless infrastructure at all of the 56 sites, with plans in 2015-16 to add additional coverage at school sites. All sites also have a 10 Gig capable Cisco network to support future growth.

The District telecommunications infrastructure is a combination of traditional telephone systems with newer phone system technologies. The District added Voice over IP (VoIP) at the District Office and at over twenty school sites that has provided a service cost savings. Over time, the District intends to expand this out to all of the sites to realize further savings.

Existing Network & Telecommunications Infrastructure:

The District's Wide-Area Network (WAN) consists of a fiber network provided by Cox Communications. An individual point to point fiber connection is provided to each individual school site and District facility that provides asynchronous speeds of 300Mb+ connection speeds from the site to the TIS data center. The TIS data center has a 10 Gb fiber connection into the Cox Communications infrastructure that provides the Virtualized Local Area Network (VLAN) infrastructure to provide the individual circuits to each remote site.

The TIS data center also has a 1 Gb fiber connection with Cox Communications to the Thornsley Center data center to provide access to resources for the users at that building. The Thornsley Center data center is also a remote data center that provides some redundancy of servers.

The TIS data center also has a 3Gig connection to the Orange County Department of Education (OCDE) provided by COX. This connection provides Internet access, connection to the CENIC/K12HSN network as well as access to resources at OCDE including Payroll and other on-line services. We regularly review our bandwidth requirements for this circuit and upgrade to higher speeds as the bandwidth needs increase in line with eRate regulations.

WIG I - Teaching and Learning

Engage students in meaningful, challenging, and innovative educational experiences to increase post-secondary options for all students.

LCAP Goal 1 - students demonstrate academic growth and proficiencies needed to leave TK-12 college and career ready

CUSD believes that we are preparing students for jobs that haven't been invented yet, and that in order for all students to be successful and ready for college and careers, they need to have access to technology from an early grade, and need to have exposure to the digital literacy skills laid out in the CUSD Digital Literacy for the K-12 Classroom document. State of the art, standards-aligned curriculum (textbooks) will be available online and we are preparing for that. We recommend that curriculum adoptions should lend themselves to all digital platforms giving students access to the curriculum from any Internet-connected device. We also believe that teacher-student relationships are one of the most important factors in increasing student engagement and instilling a desire to learn and we know that technology can help improve relationships through a variety of means of communication, connectedness, assessments with immediate feedback to inform instruction, and the creation of a community in the classroom.

Goal 1: Prepare students to use digital tools and immerse them in digital literacy

Action Steps:

- Ensure technology integration is a part of CAGs (Curriculum Alignment Guides) and PGs (Pacing Guides) across the curriculum
- Continued SBAC (Smarter Balanced Test) preparation
- Technology Integration Professional Development for Instructional Coaches and Curriculum Specialists
- Summer PDA and/or SAMR-I academy (SAMR is a model of technology integration)
- Google Accounts for all students for use on and off campus
- Research possible tablet pilots in K-2 by 2016-17
- Information Literacy - Purposeful development of curriculum on how to search for valid information, cite information, etc. as outlined in the adopted CUSD Digital Literacy Skills continuum
- Create and implement a K-5 timeline of digital literacy skills as a progression framework to be adapted with Curriculum Specialists
- Digital Citizenship in accordance with CIPA, AB 307, and S 1492
 - Work with MTSS (Multi-tier System of Supports) department to modify Second Step lessons to incorporate digital citizenship aspects to positive behavior lessons.

- DLTs (Digital Literacy Teachers) in May/June of 2015 will evaluate free online content as well as paid content to create a pacing guide of digital citizenship lessons that must be taught each year for E-Rate compliance.
- Create a list of items that should be in all digital lessons - things to remember - “highly effective habits of digital teachers” - what do they do every time.
- Create lessons with curriculum specialists including highly effective habits of digital teachers - what should be mentioned at each lesson involving online research, images, etc.
- Research and implement accountability measures.

Goal 2: Utilize district-wide web-based Electronic Learning Programs (ELPs) that are research-based and provide formative and summative assessment data of student progress across standards.

Action Steps:

- Create guiding questions and a rubric to evaluate all current and future learning programs.
- Create a matrix of learning programs that support learning and MTSS, separate application for purchasing apps.
- Review all current ELPs and decide whether or not to continue support.
- Work with school sites to adopt or transition to approved resources.
- Create a rubric to approve any new programs to be adopted by a technology curriculum committee. Data driven decisions.
- Consider factors such as Special Education, ROP, Adult Education, and ELD (English Language Development) in the adoption of digital programs.
- Ensure MDM (Mobile Device Management) control of student devices for delivering apps.

Goal 3: Prepare students for success in college and career

Action Steps:

- Planning for online student portfolios
 - Research Naviance and Google compatability
 - Ensure 12th grade students can transfer work from Google to a personal account before graduation
- Student Email - Introduce High School Email in 2016-1017 and Middle School Email in 2017-2018 if High School program is successful
- Expand Chromebook Program
 - 2015-2016 4th grade, 6th-8th Math, 6 additional carts at each High School with equity considerations
 - 2016-2017 Expansion depends on budget available
 - 2017-2018 Replace 2013-2014 Pilot classrooms and be prepared to replace 2014-2015 Chromebooks, plus expansion as deemed prudent depending on available budget

- Stakeholders were very aware of the need to ensure that saving for grade levels already using Chromebooks to continue the program would take priority over expanding the program to new grade levels.
- Microsoft IT academy - to be offered through Cal Prep 2015-2016
 - Consideration of offering the certificates district-wide through Cal Prep 2016-2017
- ROP - Cisco and Microsoft IT Academy classes will be considered for Certificate programs
- Khan Academy - Javascripting, Differentiated instruction
- ICT Pathways at High Schools
- Hour of Code to be introduced to Elementary teachers through Tech Tuesdays and Digital Literacy
- Continued Professional Development of all teachers in Technology Integration aligned with WIG I

Goal 4: Enable online district-wide common assessments and automate data gathering from assessments for the data dashboard

- Utilizing online assessments to drive instruction and measure strengths and challenges across the standards for differentiated instruction.
- Technology to support data teams and collaboration between teachers and sites in order to advance teaching practices.

Professional Development

- Google Apps for Education
- Discovery Education
- Typing Agent
- SAMR model with specific classroom applications
 - Socratic Seminars, DBQs (Document Based Questions), online collaboration
- Information Literacy
- Digital Citizenship
- Data Dashboard
- Naviance (2017-2018)
- Training for TIS Staff on technical items to support all of the above

Staffing

- Educational Technology Coordinator position to be added in Road to Recovery II
- Technical staffing ratios to numbers of devices added will be considered

Evaluation

- Brightbytes surveys for data on digital literacy (assess the level of implementation of SAMR and technology integration and innovation)

LCAP Goal 2 - Provide interventions for academically, behaviorally and socially/emotionally at risk students.

The District is currently working with a number of current partners and possible future vendor partners to harness the power of data to identify students in need of interventions. TIS will support all departments as vendors are chosen for a data dashboard. Programmers will be needed to ensure that the data our teachers and administrators need can be found easily and reports can be generated that can help to guide interventions, as well as signal early warnings for needed interventions.

Goal 1: Develop purchased Illuminate data dashboard to integrate assessment, attendance, and other data sets in order to support all students and teachers.

Action Steps:

- The District has selected Illuminate to provide a data dashboard and to create district-wide common assessments for assessment in grades 1-12 in English and Math for fall 2015-2016.
- District-wide Common Assessments will be created for grades 1-12 in Science and History/Social Studies in fall 2016-2017.

Goal 2: Support Special Education and MTSS by increasing collaboration between departments and increased communication between staff members.

Action Steps:

- Increased connection between Special Education and the Educational Technology department through monthly meetings.
- Support collaboration between departments by training on Google Apps.

Staffing

- 2 programmers, 2 data analysts

Evaluation

- Monitoring of data integration from multiple sources into the Illuminate data dashboard
- Notes SPED/Ed Tech meetings

Professional Development

- Training as needed on data dashboard and assistive technology
- Training of TIS technical staff on Illuminate in order to support classrooms with basics of logging in, running reports.

LCAP Goal 3 - Increase the number of K-12 student offerings reflecting a broad course of study for college and career readiness.

The goals listed below are adding specifics to items mentioned under LCAP goal 1

Goal 1: Consider online and blended learning opportunities for increasing student offerings that are available without travel or across District sites.

Action Steps:

- Offer the Microsoft IT Academy certifications through Cal Prep for all Cal Prep students (2015-2016)
- Offer the Microsoft IT Academy certifications through Cal Prep for all HS students in the District (2016-2017)
- Research other online certifications that are available to students as a purely online model such as Cisco certifications.
- Research online courses that could be taught by one teacher at one site to students from multiple sites with similar interests. Build classes using students from multiple sites to justify class existence.
- Consider adding Microsoft Office certifications to the CCP courses.
- Consider adding web design courses to Middle and/or High School.

Goal 2: Begin with exposure to coding and computer sciences in elementary school in order to expand STEM interest in students and develop college and career ready technical skills.

Action Steps:

- Market and emphasize the Hour of Code
- Work with Saddleback College to offer coding and game development clubs after school at Elementary and Secondary sites.
- Train teachers to use Khan Academy to differentiate instruction including software development and coding.
- Increase Offerings at Cal Prep
- CTE/ROP

Evaluation

- Track numbers of Microsoft and other certifications earned by students

Training

- Offer training on Khan Academy and Hour of Code through Tech Tuesdays and Instructional Coaches at the Elementary level.

WIG II - Communications

Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.

LCAP Goal 4 - Expand parent and community engagement to include representation of all students

Goal: Increased parent and student engagement through various technology resources.

Action Steps:

- Continue encouraging use of the AERIES Parent Portal to get usage over 90%
- Finalize and promote the CUSD Mobile App
- Utilize School Messenger and all of the components
- Illuminate Data Dashboard reporting for informed conversations with Parents
- PTA/Parent involvement in Technology Plan stakeholder committee January, March, April of 2015
- Website Upgrades
 - Site responsibility for website management
- School Loop/LMS - RFP for Learning Management System in 2015/2016

Evaluation:

- Track usage of parent portal (by site, class, etc) and downloads of CUSD mobile app

Training:

- Offer inter-departmental training on School Messenger
- Train on new LMS (Learning Management System) after adoption

WIG III - Facilities

Optimize facilities and learning environments for all students.

LCAP Goal 5 - Develop a multi-year plan to enhance facilities that are clean, safe, healthy, functional, and appropriate to foster academic achievement. Increase the number of student and staff technological devices required to support 21st century learning.

Goal: Increase the Chromebook 1:1 deployment each year while planning for full refresh of Chromebooks from all past years.

Action Steps:

- Work with business services to identify funding sources for continued purchase and refresh.
- Decide as a District which grade levels and subjects will have 1:1 Chromebook carts based on curricular needs.
- Purchase and deploy Chromebooks, licenses, carts, mice, and headphones for all students in identified grade levels.
- Wireless infrastructure and APs plus consistent upgrades of wireless infrastructure and bandwidth increases. E-Rate has been written to increase the speed of the bandwidth across the duration of this plan and will add network access points to multiple sites.

Goal: Replace labs in primary and MS/HS where needed for subject-specific secondary classes.

Action Steps:

- Macs only in labs that have mac-specific software requirements that cannot be replicated with a PC or Chrome-based computer
- Research and test Chromebox/Chromebase for sites with full Google Apps adoption

Goal: Increase adoption of BYOD (Bring Your Own Device) at MS and HS, possibly k-3.

Action Steps:

- BYOD initiatives must be well-planned based on timelines established by the District
- Equity devices will be planned and purchased before implementation
- Parent surveys and parent information nights will be conducted at sites that implement BYOD
- MS/HS - BYOD without instructional change will continue to be allowed at all sites based on site instructional goals

Goal: Implement Baseline Classroom Technology Standards where possible

Action Steps:

- Work with sites and facilities to install:
 - Additional circuits/electrical infrastructure for BYOD

- short throw or ultra-short throw projectors off of walls or ceiling
- audio enhancement with student microphone, and teacher lapel microphone with audio connection for teacher computer
- Student computers in rooms without Chromebook carts
- Teacher technology
 - Laptop less than 5 years old with a refresh plan
 - Document Camera
- Additional to support
 - interactivity - projector-based interactivity for K-1
 - small iPad sets for PBL, centers, and interactivity
- Work with M&O on how to extend the projector life and fix projectors

Staffing:

- Technicians (TSS I) for A/V maintenance and Chromebook implementation

Evaluation:

- Evaluate bandwidth usage across BYOD adoptions.
- Number of rooms and sites brought up to baseline standard.

TRUSTEE COMMITTEE APPOINTMENTS

LADERA RANCH CIVIC COUNSEL : 2 Trustees and 1 alternate

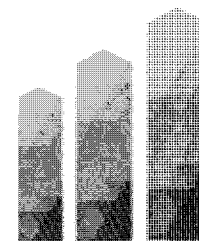
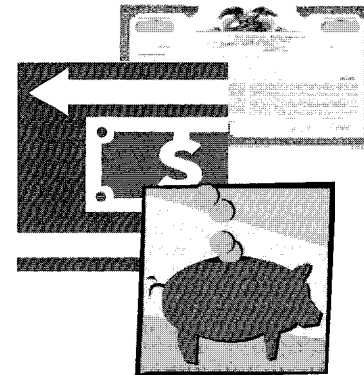
Member

Member

Alternate

Capistrano Unified School District

Financial Stewardship of Community Facilities Districts: Bond Sales Results



Government
Financial
Strategies

Presented by Keith Weaver
August 12, 2015

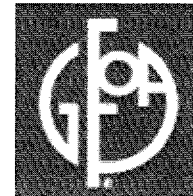
Tonight's Agenda

- ◆ Refinancing Bid Process
- ◆ Results for the Community Facilities Districts
- ◆ Next Steps



Several GFOA Best Practices Utilized

◆ Government Finance Officers Association (GFOA):

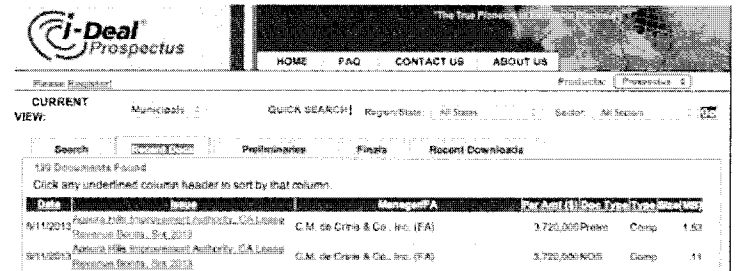


- ▶ Use of Independent Financial Advisor
- ▶ Competitive Process to Select Underwriter/Bank
- ▶ Competitive Process to Select Bond Counsel
- ▶ Managing the Cost of Debt Issuance
- ▶ Evaluating and Issuing Refinancings



Bond Sale Process

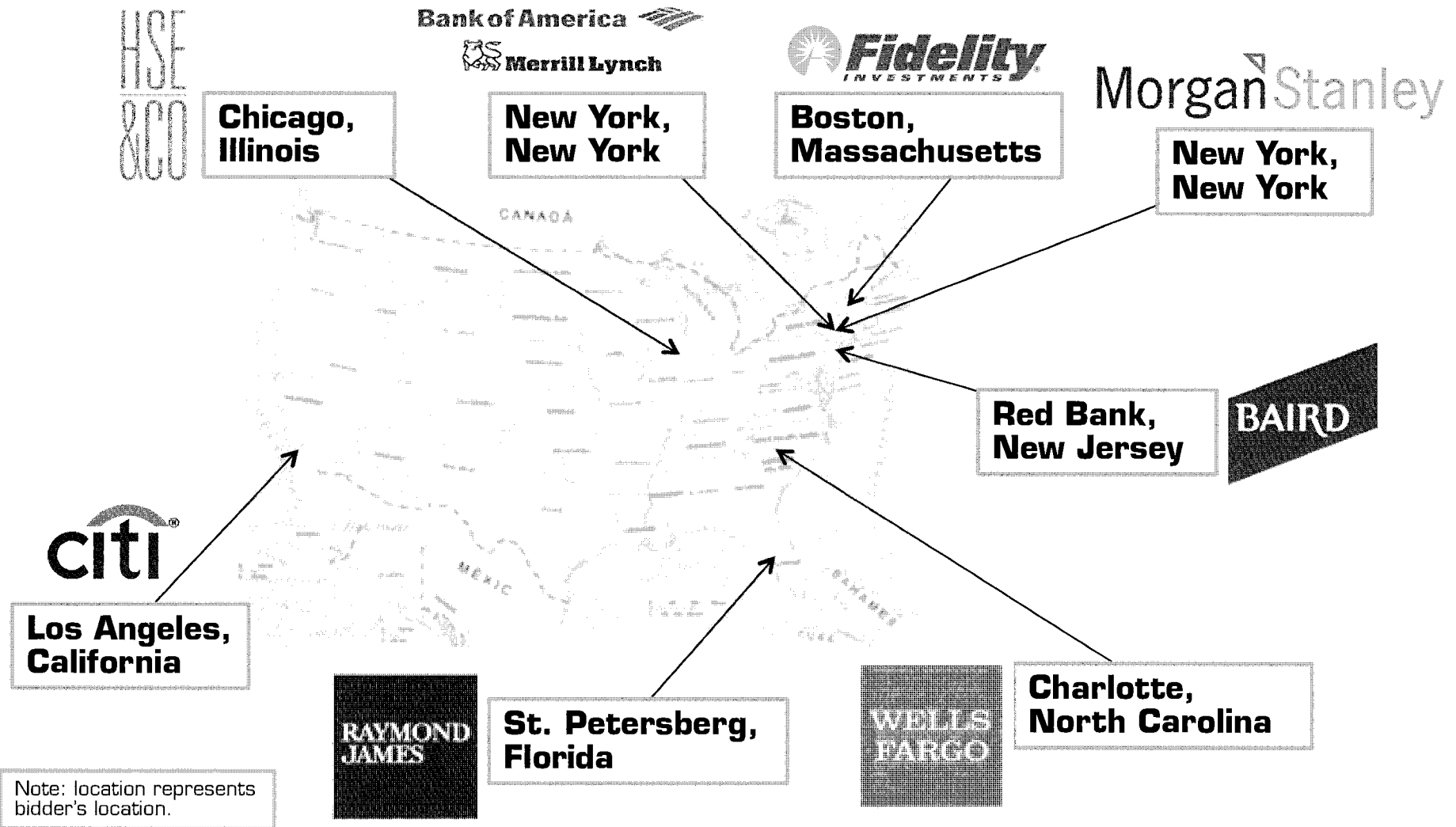
- ◆ Competitive bid sales held:
 - ▶ Tuesday, July 14 for CFD 2004-1
 - ▶ Thursday, July 16 for CFD 98-2



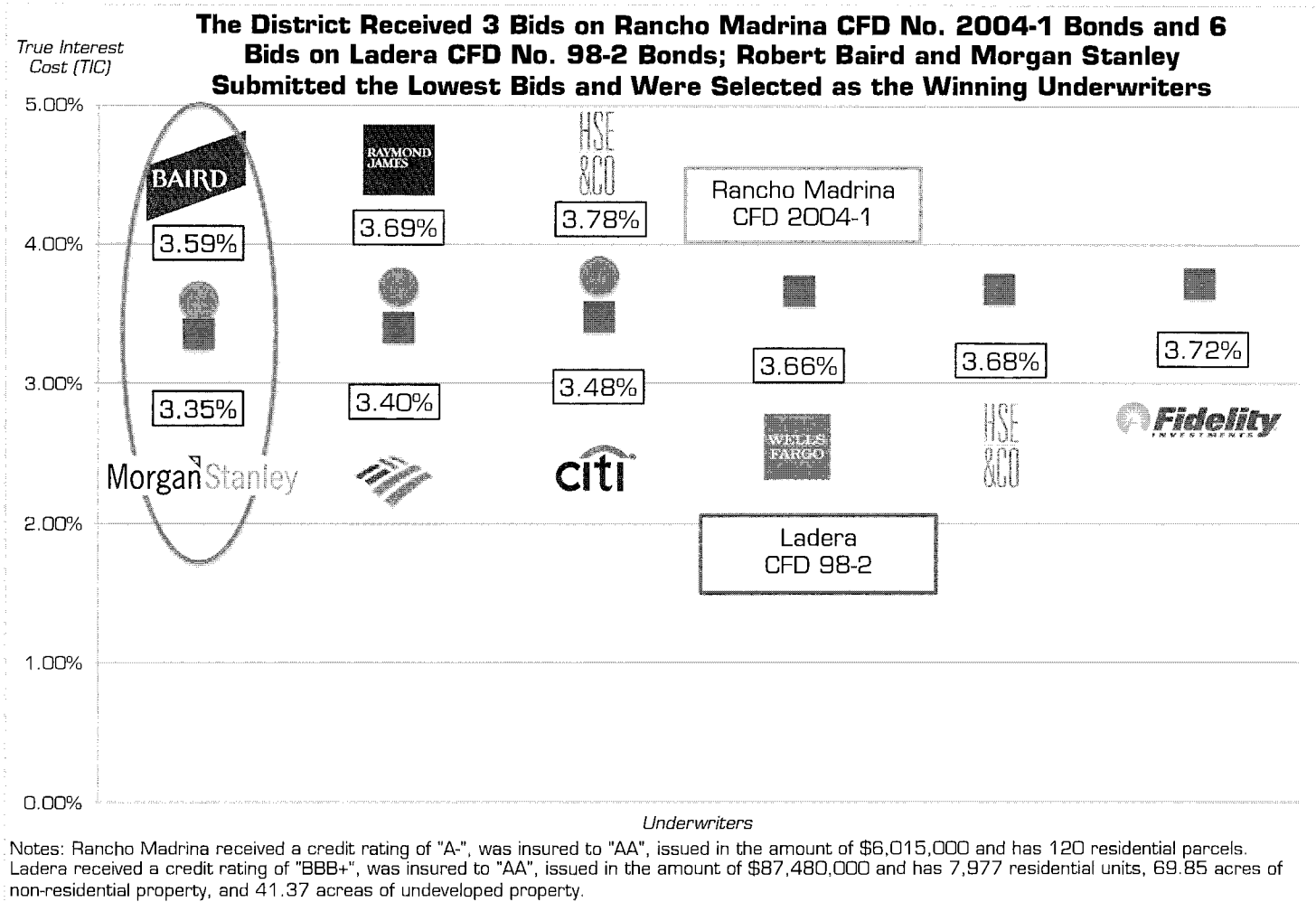
- ◆ i-Deal bidding platform
 - ▶ Used to notify potential bidders of the upcoming sale, and then on the day of sale, to accept bids.
 - Underwriters notified are those who subscribe to i-Deal and those whom we have identified.
 - Notification includes access to primary documents.
 - Posting in *The Bond Buyer* newspaper's sale calendar.
 - ▶ Underwriters can bid within flexible parameters.

✓ *More competition → Better results*

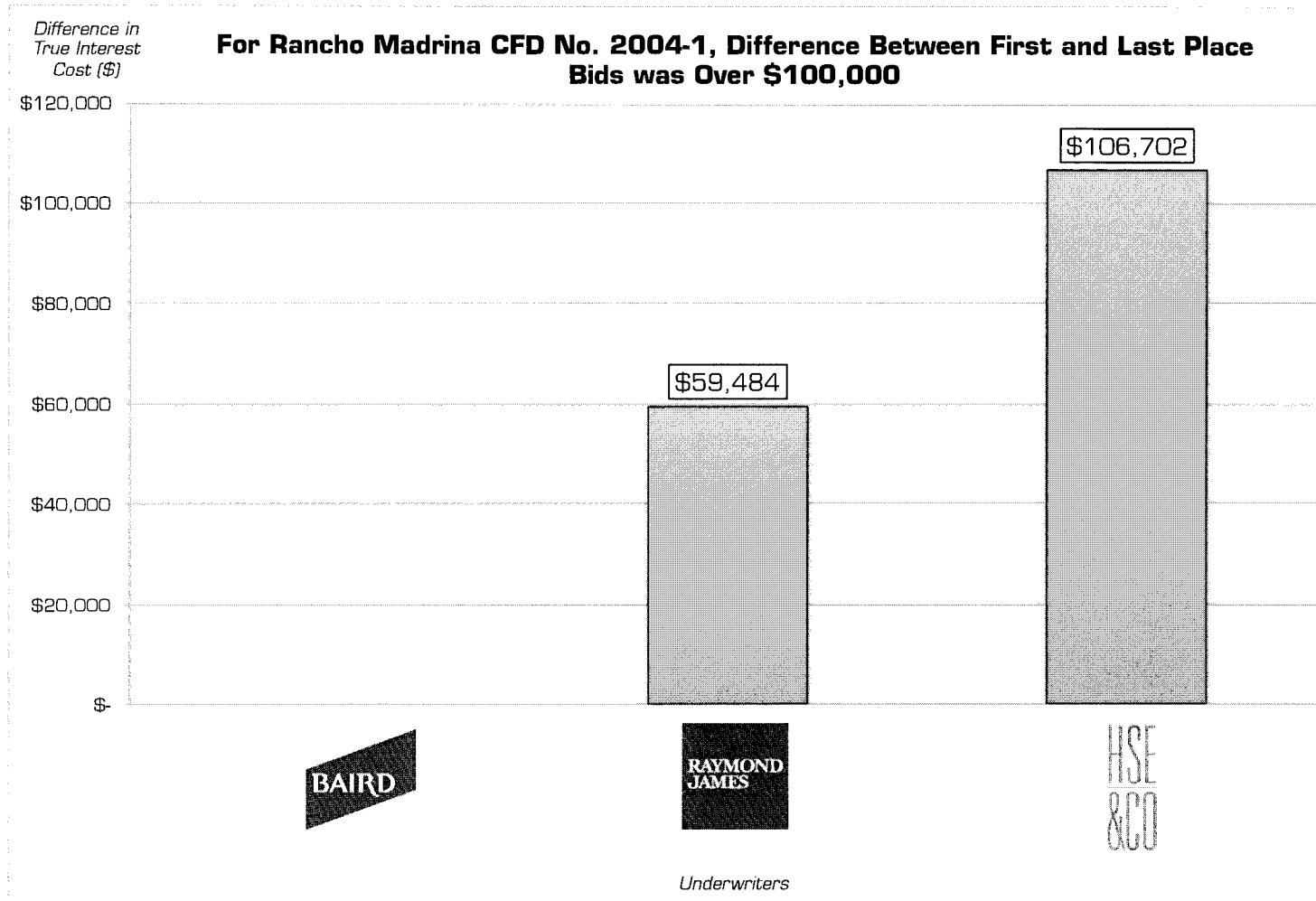
Which Banks Bid



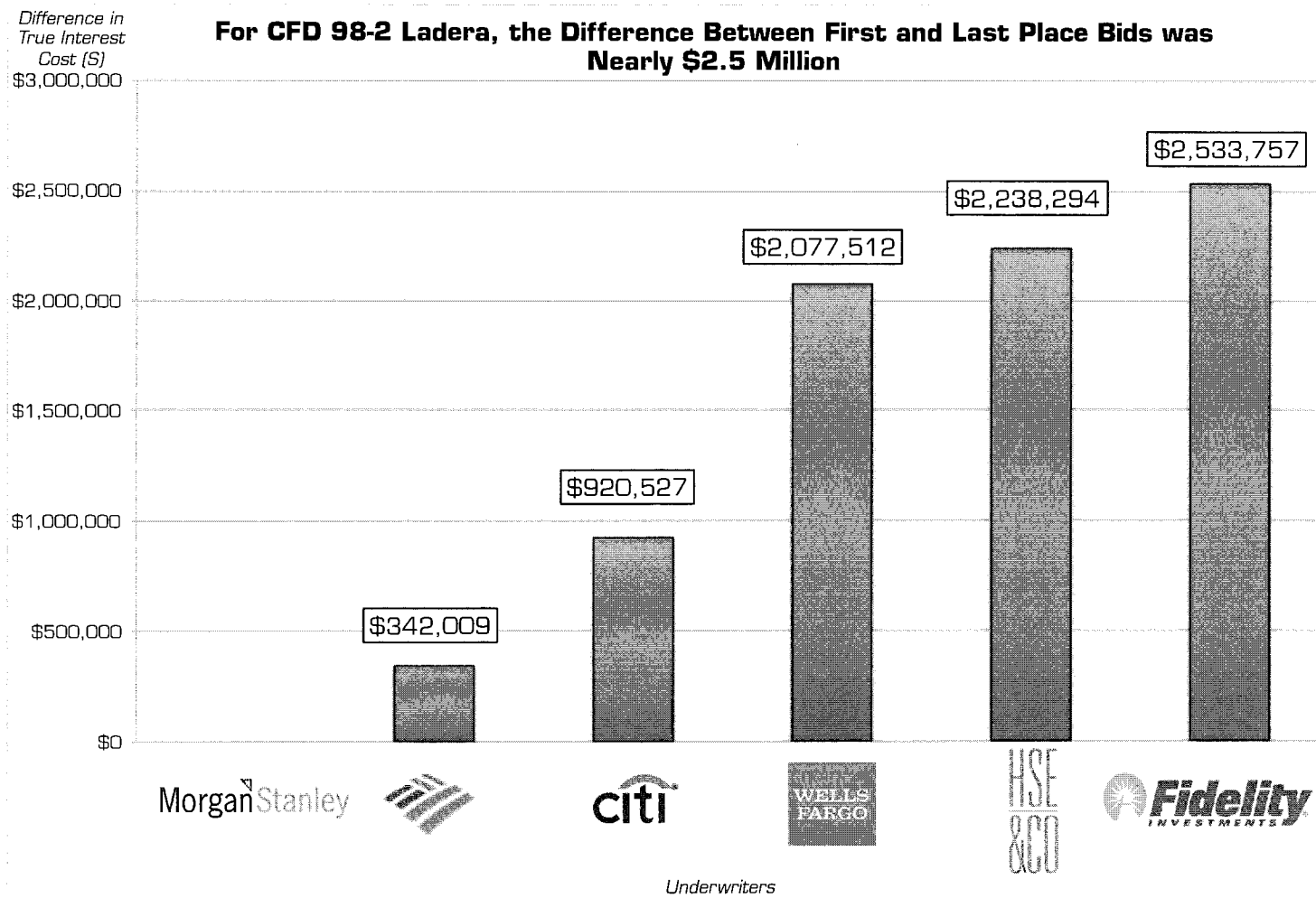
Bid Results



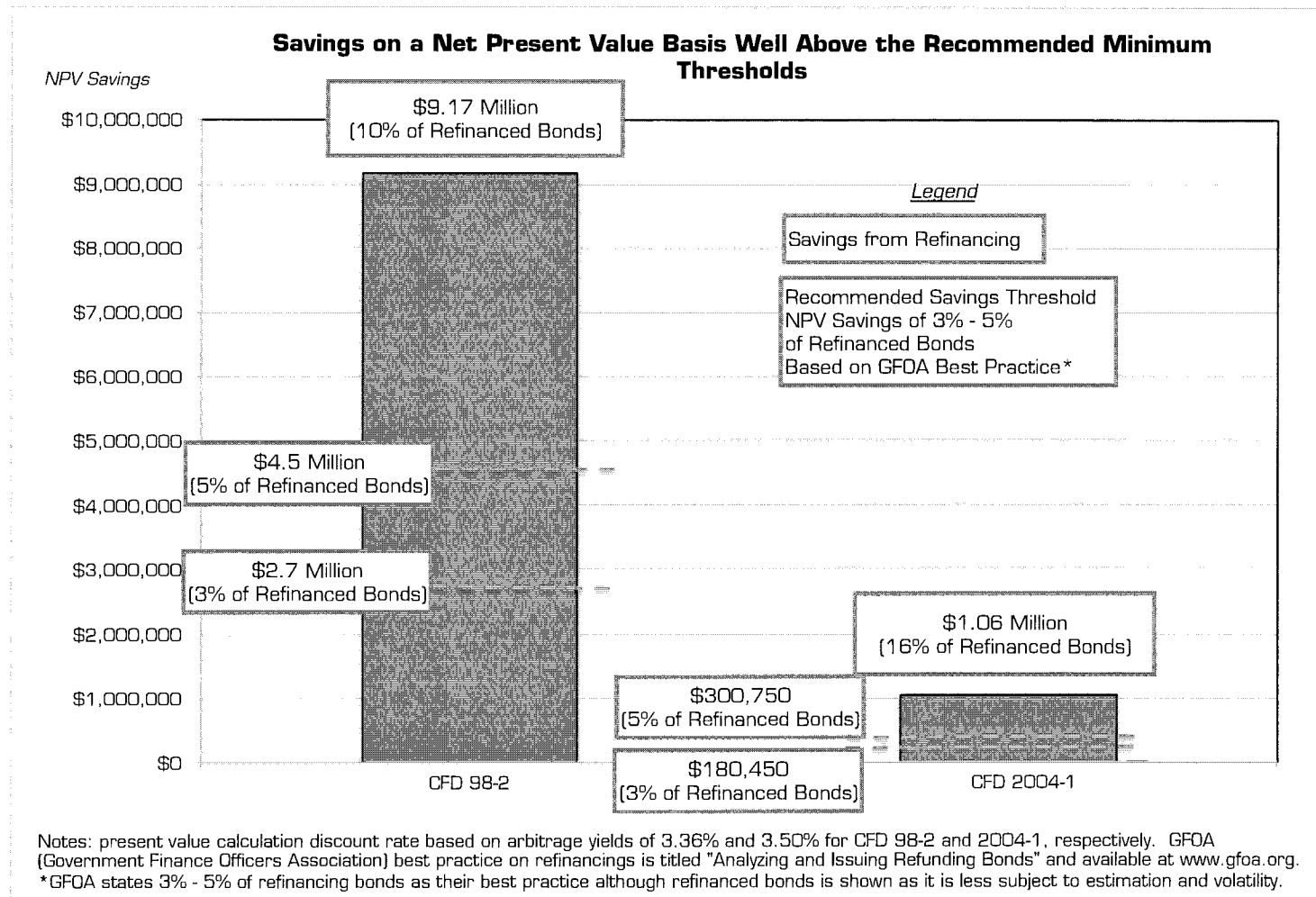
Differences in Bids - Rancho Madrina



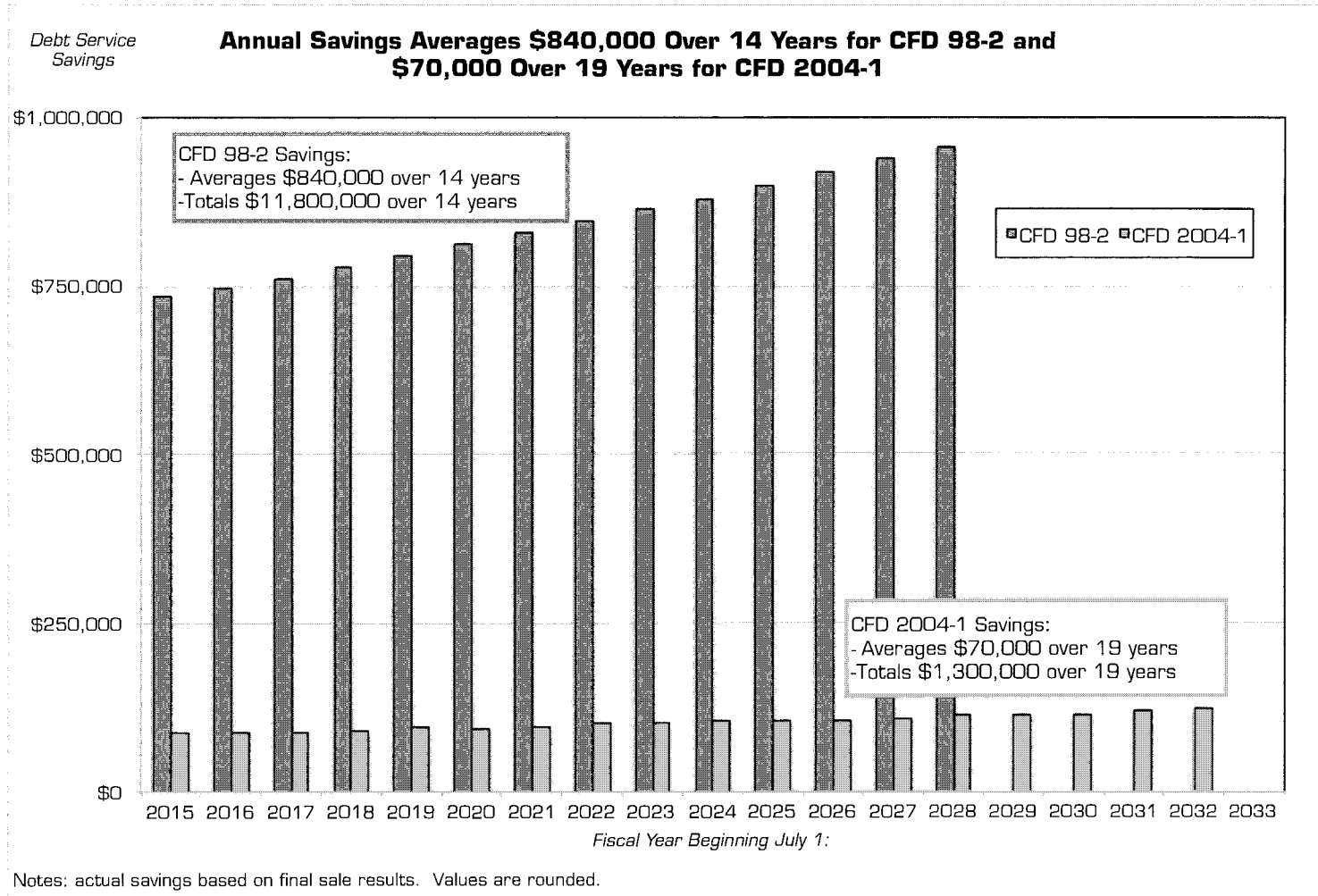
Differences in Bids - Ladera



NPV Savings "In Today's Dollars"



Annual Savings Over Time



Next Steps

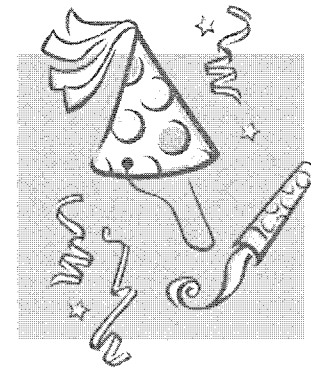
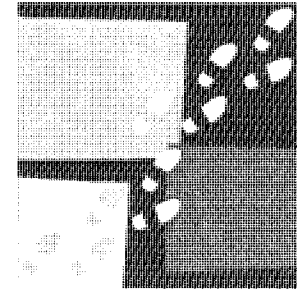
◆ Consideration of Setting Tax Levies

◆ Continue Monitoring Debt Portfolio

▶ Likely refinancing opportunity next year: CFD 90-2 (Talega)

◆ Congratulations on the great success!

◆ Questions?



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-03

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (MISSION VIEJO/ALISO VIEJO), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (MISSION VIEJO/ALISO VIEJO) FOR FISCAL YEAR 2015-2016

WHEREAS, the Capistrano Unified School District (District) previously established Community Facilities District No. 87-1 of the Capistrano Unified School District (Mission Viejo/Aliso Viejo) (CFD No. 87-1), annexed additional territory thereto and designated Improvement Area No. 1 of CFD No. 87-1 (Improvement Area), all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Act); and

WHEREAS, the Board of Trustees of the District (Board), pursuant to the Act, adopted Resolution No. 87-38 calling for a public hearing, and such public hearing was duly held on April 20, 1987, to consider the levy of a proposed special tax and to incur bonded indebtedness in the amount of \$120,110,000 within the boundaries of proposed CFD No. 87-1; and

WHEREAS, the Board called and duly held an election on April 20, 1987, for the purpose of presenting to the qualified electors within the territory proposed to be CFD No. 87-1 Propositions A and B authorizing incurring bonded indebtedness in the maximum aggregate principal amount of \$120,110,000 for authorized facilities and the levy of a Special Tax within the boundaries of CFD No. 87-1, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 87-1, authorized pursuant to Resolution Nos. 87-38 and 87-39 and Ordinance No. 87-1-1 (Ordinance) to levy a Special Tax on property in CFD No. 87-1, which shall be sufficient, together with certain Special Taxes levied within CFD No. 87-1, to pay principal, interest, and administrative expenses with respect to all Bonds of CFD No. 87-1, to pay for the construction, acquisition, modification, and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 87-1 and to pay all expenses incidental thereto; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 87-1, pursuant to the Act, adopted Resolution No. 90-52 calling for a public hearing and such public hearing was duly held on July 2, 1990, to consider the formation of proposed Improvement Area, as described therein and for the purpose of presenting to the qualified electors within the Improvement Area Propositions A and B authorizing the levy of a Special Tax within the Improvement Area, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby

authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 87-1 and the Improvement Area, pursuant to the Act adopted Resolution No. 94-82 calling for a public hearing and such public hearing was duly held on November 21, 1994, to consider the annexation of certain territory to the District and to the Improvement Area, as described therein and the maps of such territory recorded on November 4, 1994, as Instrument Nos. 94-0649221 and 94-0649222, respectively, in the "Book of Maps and Assessments and Community Facilities Districts" maintained in the office of the County Recorder for the County of Orange (Annexed Territory); and

WHEREAS, the Board called and duly held an election on November 21, 1994 in CFD No. 87-1 and the Improvement Area for the purpose of presenting to the qualified electors within the Annexed Territory Propositions A and B authorizing the levy of a Special Tax within the Annexed Territory, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board acting as the Legislative Body of CFD No. 87-1 and the Improvement Area is authorized pursuant to Resolution Nos. 87-38 and 87-39 and Ordinance No. 87-1-1 (Ordinance) to levy a Special Tax on property in CFD No. 87-1, including the Annexed Territory, which shall be sufficient, together with certain Special Taxes levied within CFD No. 87-1, to pay principal, interest, and administrative expenses with respect to all "Bonds" of CFD No. 87-1, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 87-1 and to pay all expenses incidental thereto; and

WHEREAS, CFD No. 87-1 issued its Series 1989 Special Tax Bonds in the amount of \$44,370,000 pursuant to Resolution No. 89-56, as supplemented, adopted by the Board, acting as the Legislative Body of CFD No. 87-1 (Series 1989 Special Tax Bonds) and its Series 1990 Special Tax Bonds in the amount of \$36,170,000 pursuant to Resolution No. 90-103, as supplemented, adopted by the Board, acting as the Legislative Body of CFD No. 87-1, (Series 1990 Special Tax Bonds) and issued its Series 1996A and Series 1996B Special Tax Refunding Bonds in the respective principal amounts of \$42,640,000 and \$38,910,000 pursuant to Resolution No. 9697-06, adopted by the Board, acting as the Legislative Body of CFD No. 87-1, (collectively, Series 1996 Bonds) to refund the Series 1989 Special Tax Bonds and the Series 1990 Special Tax Bonds, as well as provide financing for additional capital facilities; and

WHEREAS, on June 8, 2006, CFD No. 87-1 issued its Series 2006 Special Tax Refunding Bonds in the amount of \$71,810,000 pursuant to Resolution No. 0506-74, adopted by the Board, acting as the Legislative Body of CFD No. 87-1 (Series 2006 Bonds) to refund the Series 1996 Bonds, as well as provide financing for additional capital facilities; and

WHEREAS, the District and CFD No. 87-1 entered into the Agreement Between Capistrano Unified School District and Community Facilities District No. 87-1 of the Capistrano Unified School District Regarding School Facilities, Retirement of Bonds and Cessation of Special Taxes (Agreement) on January 8, 2014, which provided that all property within CFD No. 87-1 subject to the special tax levy rates calculated pursuant to the Rate and Method of Apportionment of Community Facilities District Special Tax for Community Facilities District No. 87-1 of Capistrano Unified School District (RMA) shall continue to be levied at the current authorized rate pursuant to the RMA, without the annual escalation of two-percent (2%) permitted under the RMA; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2015-2016, for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the District, acting in its capacity as the Legislative Body of the CFD No. 87-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 87-1, which are not otherwise exempt from taxation under the Act or the Ordinance, or from and after the date of Resolution No. 9697-10, which are owned by a religious institution and used primarily as a place of worship, the Special Taxes for Fiscal Year 2015-2016 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA), for CFD No. 87-1 entitled, Capistrano Unified School District Community Facilities District No. 87-1 Administration Report Fiscal Year 2015-2016 (DTA 2015-2016 Administration Report) submitted herewith. The DTA 2015-2016 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance, consistent with the Agreement. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2015-2016 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 87-1, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services, of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor-Controller.

Section 4. The Board, acting as the Legislative Body of CFD No. 87-1, hereby approves and adopts a budget for CFD No. 87-1 for Fiscal Year 2015-2016 in the amount of \$ [REDACTED]. Special taxes shall be levied as set forth in the DTA 2015-2016 Administration

Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution Nos. 87-38, 90-67 and 94-95. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution Nos. 87-38, 90-67, and 94-95, consistent with the Agreement.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. If and when Bonds are issued or such Special Taxes are pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Series 2006 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 87-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2015-2016 on or before August 20, 2015, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

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ADOPTED, SIGNED, AND APPROVED this 12th day of August, 2015.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 87-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(MISSION VIEJO/ALISO VIEJO)

By: _____
Lynn Hatton-Hodson, President of the Board
of Trustees of the Capistrano Unified School
District

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 87-1, at a meeting of the Board of Trustees held on the 12th day of August, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 87-1, at a regular meeting of said Board held on the 12th day of August, 2015.

Martha McNicholas, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-04

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (COTO DE CAZA), AFFIRMING, RATIFYING, AND AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (COTO DE CAZA) FOR FISCAL YEAR 2015-2016

WHEREAS, on February 20, 1990, the Board of Trustees (Board) of the Capistrano Unified School District (District) adopted Resolution No. 90-12 (Resolution of Formation), which established Community Facilities District No. 90-1 of the Capistrano Unified School District (CFD No. 90-1) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Act); and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 90-1, called and duly held an election on March 27, 1990, for the purpose of presenting to the qualified electors within CFD No. 90-1 Propositions A and B authorizing incurring bonded indebtedness in the maximum aggregate principal amount of \$7,200,000 for authorized facilities, the levy of a Special Tax within the boundaries of CFD No. 90-1, and setting the appropriations limit commencing in fiscal year 1990/91 equal to \$7,200,000, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposed described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B according to the described rate and method of apportionment (Rate and Method); and

WHEREAS, pursuant to the Rate and Method, a one-time Special Tax shall be levied for property within CFD No. 90-1 when a building permit is to be issued for each parcel subject to the Special Tax lien; and

WHEREAS, pursuant to the Rate and Method, the Special Tax shall increase by the greater of 5.0% or the annual percentage change in the Consumer Price Index, calculated from the calendar year beginning January 1, 1991, and under the Ordinance, CFD No. 90-1 is authorized to determine each year the amount of the Special Tax to be levied; and

WHEREAS, Ordinance No. 90-1-1, approved on July 16, 1990 (Ordinance), to levy a Special Tax on property in CFD No. 90-1; and

WHEREAS, Resolution No. 1415-05, approved on August 13, 2014, authorized the Deputy Superintendent, Business and Support Services or designee to determine the adjustment of the Special Taxes of CFD No. 90-1, as of January 1, 2014, for the applicable calendar year as specified by the Act and the Ordinance and annually thereafter; and

EXHIBIT 16

WHEREAS, the Board, acting as the Legislative Body of CFD No. 90-1, desires to affirm, ratify and authorize the levy of the Special Taxes of CFD No. 90-1, determine that it is now necessary and appropriate to levy and collect the Special Taxes for fiscal year 2015-2016, for the purpose specified in the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the District, acting in its capacity as the Legislative Body of the CFD No. 90-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is, hereby levied upon the parcels within CFD No. 90-1, which are not otherwise exempt from taxation under the Act or the Ordinance, or from and after the date of Resolutions of Formation, which are owned by a religious institution and used primarily as a place of worship, the Special Taxes for fiscal year 2015-2016 at the tax rates set forth in the Rate and Method. All such prior levies of the Special Taxes of CFD No. 90-1 are affirmed and ratified, and the Deputy Superintendent, Business and Support Services or designee is authorized to determine the annual amount of Special Taxes of CFD No. 90-1 in accordance with the Rate and Method. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services, of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels. are affirmed and ratified, and the Deputy Superintendent, Business and Support Services or designee is authorized to determine the annual amount of Special Taxes of CFD No. 90-1 in accordance with the Rate and Method.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 90-12. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The Special Tax shall be collected by the District on behalf of CFD No. 90-1 as directed by the Deputy Superintendent, Business and Support Services, or designee.

Section 6. If and when any additional Bonds are issued or such Special Taxes are pledged as to any additional Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to

pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any additional Bonds issued on behalf of CFD No. 90-1.

Section 7. The Board hereby ratifies and affirms the prior levy determination and collection of the Special Taxes and delegates to the Deputy Superintendent, Business and Support Services, of the District, or designee to take all actions necessary to determine the future levy and collection of Special Taxes in accordance with the Rate and Method.

ADOPTED, SIGNED, AND APPROVED this 12th day of August, 2015.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 90-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(COTO DE CAZA)

By:

Lynn Hatton-Hodson, President of the Board
of Trustees of the Capistrano Unified School
District

By:

Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 90-1, at a meeting of the Board of Trustees held on the 12th day of August, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 90-1, at a regular meeting of said Board held on the 12th day of August, 2015.

Martha McNicholas, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-05

RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2015-2016

WHEREAS, the Capistrano Unified School District (District) previously established Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (CFD No. 90-2), pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Act); and

WHEREAS, the Board of Trustees of the District (Board), pursuant to the Act, adopted Resolution No. 90-50 calling for a public hearing, and such public hearing was duly held on May 21, 1990, to consider the levy of a proposed special tax and to incur bonded indebtedness in the amount of \$10,000,000 within the boundaries of CFD No. 90-2; and

WHEREAS, the Board called and duly held an election on June 19, 1990 for the purpose of presenting to the qualified electors within CFD No. 90-2 Propositions A and B authorizing incurring bonded indebtedness in the maximum aggregate principal amount of \$10,000,000 for authorized facilities and the levy of a Special Tax within the boundaries of CFD No. 90-2, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 90-2, pursuant to the Act, on April 26, 1999, adopted Resolution No. 9899-112 to alter the existing rate and method of apportionment of Special Taxes (Amended Rate and Method of Apportionment of Special Taxes of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), facilities and boundaries of CFD No. 90-2, and stating its intention to increase and incur bonded indebtedness in an aggregate principal amount not to exceed \$50,000,000, and conducted a hearing on such matters on June 14, 1999; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 90-2, called and duly held an election on June 14, 1999, in CFD No. 90-2 for the purpose of presenting to the qualified electors within CFD No. 90-2 Propositions A, B, and C, authorizing the above-described amendments within CFD No. 90-2, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in the Propositions for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by the Propositions; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 90-2, is authorized pursuant to Resolution No. 9899-112 and Ordinance No. 90-2-1 (Ordinance) to levy a Special Tax on property in CFD No. 90-2 which shall be sufficient to pay principal, interest, and administrative expenses with respect to all Bonds of CFD No. 90-2, to pay for the construction, acquisition and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 90-2 pursuant to Resolution No. 9899-112, and to pay all expenses incidental thereto; and

WHEREAS, the District previously issued its 2001 Special Tax Bonds (2001 Bonds) in the aggregate principal amount of \$23,050,000 and its 2002 Special Tax Bonds (2002 Bonds) in the aggregate principal amount of \$17,605,000 (2001 Bonds and 2002 Bonds being referred to herein collectively as Prior Bonds) for the purpose of financing authorized facilities and related costs of the District; and

WHEREAS, the District additionally issued its \$44,980,000 Series 2006 Special Tax Refunding Bonds (2006 Bonds) for the purpose of refunding the Prior Bonds; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2015-2016, for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

WHEREAS, on April 23, 2014, the Board, acting as the Legislative Body of CFD No. 90-2, adopted Resolution No. 1314-41, as amended, declaring its intent to levy the annual special taxes at rates below the maximum permitted special tax rates pursuant to the Amended Rate and Method of Apportionment of Special Taxes of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), to levels sufficient to maintain debt service coverage similar to the debt service coverage at the time the 2006 Bonds were issued.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the District, acting in its capacity as the Legislative Body of the CFD No. 90-2, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 90-2, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2015-2016 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA), entitled, Capistrano Unified School District Community Facilities District No. 90-2 Administration Report Fiscal Year 2015-2016 (DTA 2015-2016 Administration Report) submitted herewith. The DTA 2015-2016 Administration Report for CFD No. 90-2 is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2015-2016 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 90-2, in the adoption of this

Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 90-2, hereby approves and adopts a budget for CFD No. 90-2 for Fiscal Year 2015-2016 in the amount of \$[REDACTED]. Special taxes shall be levied as set forth in the DTA 2015-2016 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 9899-112. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 9899-112.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued or such Special Taxes pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the 2006 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the applicable provisions of any Bonds issued on behalf of CFD No. 90-2.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2015-2016 on or before August 20, 2015, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

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ADOPTED, SIGNED, AND APPROVED this 12th day of August, 2015.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 90-2 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(TALEGA)

By: _____
Lynn Hatton-Hodson, President of the Board
of Trustees of the Capistrano Unified School
District

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 90-2, at a meeting of the Board of Trustees held on the 12th day of August, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 90-2, at a regular meeting of said Board held on the 12th day of August, 2015.

Martha McNicholas, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-06

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY FOR IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2015-2016

WHEREAS, the Capistrano Unified School District (District) previously established Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (CFD No. 90-2) and, on June 24, 2002, pursuant to Resolution No. 0102-102 designated Improvement Area No. 2002-1 of CFD 90-2 (Improvement Area) and authorized the issuance of bonded indebtedness of the Improvement Area in an amount not to exceed \$50,000,000, all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Act); and

WHEREAS, the Board of Trustees (Board), acting as the Legislative Body of CFD No. 90-2, called and duly held an election on June 24, 2002, in the Improvement Area for the purpose of presenting to the qualified electors within CFD No. 90-2 Propositions A and B, authorizing the levy of Special Taxes and the above-described issuance of bonded indebtedness within the Improvement Area, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board, acting as the Legislative Body of the Improvement Area, is authorized pursuant to Resolutions No. 0102-102 and Ordinance No. 2002-90-2 (Ordinance) to levy a Special Tax on property in the Improvement Area which shall be sufficient to pay principal, interest, and administrative expenses with respect to all bonds of CFD No. 90-2, to pay for the construction, acquisition, and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of the Improvement Area pursuant to Resolution No. 0102-102 and to pay all expenses incidental thereto; and

WHEREAS, the District previously issued bonds in an aggregate principal amount of \$49,675,000 designated as the Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) Series 2003 Special Tax Bonds (Improvement Area No. 2002-1) (Prior Bonds); and

WHEREAS, the District subsequently issued its \$43,110,000 Community Facilities District No. 90-2 of the Capistrano Unified School District (Improvement Area No. 2002-1) Series 2013 Special Tax Refunding Bonds (2013 Bonds) for the purpose of refunding the Prior Bonds on July 31, 2013; and

EXHIBIT 18

WHEREAS, on January 22, 2014, the Board voted to apply debt service interest savings generated from the 2013 Bonds issuance to reduce the annual special tax levy, effective Fiscal Year 2013-2014; and

WHEREAS, the Board has been presented with authorized facilities expenditures for the special taxes collected and administered by the fiscal agent pursuant to the Fiscal Agent Agreement, dated July 1, 2013, by and between CFD No. 90-2 and U.S. Bank National Association, as fiscal agent, and other applicable law; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2015-2016 for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the District, acting in its capacity as the Legislative Body of Improvement Area No. 2002-1 of the CFD No. 90-2, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the Improvement Area which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2015-2016 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Improvement Area No. 2002-1 of Community Facilities District No. 90-2 Administration Report Fiscal Year 2015-2016 (DTA 2015-2016 Administration Report) submitted herewith. The DTA 2015-2016 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2015-2016 Administration Report consistent with actions of the Board, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, hereby approves and adopts a budget for Improvement Area No. 2002-1 of CFD No. 90-2 for Fiscal Year 2015-2016 in the amount of \$ [REDACTED]. Special taxes shall be levied as set forth in the DTA 2015-2016 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act

and Resolution No. 0102-102. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 0102-102.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time-to-time.

Section 6. If and when Bonds are issued, or such Special Taxes pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the 2013 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the applicable provisions of any 2013 Bonds issued on behalf of the Improvement Area.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2015-2016 on or before August 20, 2015, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

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ADOPTED, SIGNED, AND APPROVED this 12th day of August, 2015.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF IMPROVEMENT
AREA NO. 2002-1 OF COMMUNITY
FACILITIES DISTRICT NO. 90-2 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(TALEGA)

By: _____
Lynn Hatton-Hodson, President of the Board
of Trustees of the Capistrano Unified School
District

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, at a meeting of the Board of Trustees held on the 12th day of August, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

[illegible]

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, at a regular meeting of said Board held on the 12th day of August, 2015.

**Martha McNicholas, Clerk of the Board of Trustees
of the Capistrano Unified School District**

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-07

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES) FOR FISCAL YEAR 2015-2016

WHEREAS, the Capistrano Unified School District (District) previously established Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) (CFD No. 92-1) pursuant to the term and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Act); and

WHEREAS, the Board of Trustees (Board) of the District, pursuant to the Act, adopted Resolution No. 92-142 calling for a public hearing, and such public hearing was duly held on December 21, 1992, to consider the levy of a proposed special tax and to incur bonded indebtedness in the amount of \$30,000,000 within the boundaries of CFD No. 92-1; and

WHEREAS, the Board called and duly held an election on December 21, 1992, for the purpose of presenting to the qualified electors within the territory of CFD No. 92-1 Propositions A and B authorizing incurring bonded indebtedness in the maximum aggregate principal amount of \$30,000,000 for authorized facilities and the levy of a Special Tax within the boundaries of CFD No. 92-1, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, on April 19, 1993, the Board, acting as the Legislative Body of CFD No. 92-1, adopted Ordinance No. 92-1-1 which authorized the levy and collection of the Special Taxes within CFD No. 92-1 (Ordinance), as provided in the Act and Ordinance and as approved by the qualified electors; and

WHEREAS, CFD No. 92-1 issued its Series 1993 Special Tax Bonds on September 9, 1993, in the amount of \$8,515,000 (Series 1993 Bonds) pursuant to Resolution No. 93-76 adopted by the Board of Trustees (Board) of the District acting as the Legislative Body of CFD No. 92-1, on August 16, 1993; and

WHEREAS, on December 11, 1995, the Board, acting as the Legislative Body of CFD No. 92-1, adopted Resolution No. 9596-57 calling for an election and such special election was duly held on March 11, 1996, amending the method of levy of the special tax with respect to undeveloped property located within CFD No. 92-1, among other Amendments, as defined therein; and

EXHIBIT 19

WHEREAS, the Board called and duly held an election on March 11, 1996, for the purpose of presenting to the qualified electors within the territory of CFD No. 92-1 approving the Amended and Restated Rate and Method of Apportionment (Amended RMA) by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes pursuant to the Amended RMA; and

WHEREAS, CFD No. 92-1 issued its Series 1997 Special Tax Bonds on January 16, 1997, in the amount of \$12,500,000 (Series 1997 Bonds) pursuant to a supplement to Resolution No. 93-76; and

WHEREAS, CFD No. 92-1 issued its Series 1998 Special Tax Bonds on July 1, 1998, in the amount of \$31,360,000 (Series 1998 Bonds) for the purposes of refunding the Series 1993 Bonds and the Series 1997 Bonds and to finance additional capital facilities, pursuant to Resolution No. 9798-102 adopted by the Board on May 18, 1998; and

WHEREAS, CFD No. 92-1 issued its \$14,430,000 Community Facilities District No. 92-1 of the Capistrano Unified School District Series 2013 Special Tax Refunding Bonds (Series 2013 Bonds) for the purpose of refunding the Series 1998 Bonds on July 31, 2013; and

WHEREAS, on August 14, 2013, the Board, acting as the Legislative Body of CFD No. 92-1, voted to apply a portion of the debt service interest savings generated by the issuance of the Series 2013 Bonds to proportionally reduce the annual special tax levy in Fiscal Year 2013-2014; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 92-1, is authorized pursuant to the resolutions of such Board forming CFD No. 92-1 (Resolutions of Formation) and the Ordinance to levy a Special Tax sufficient to pay principal, interest and administrative expenses with respect to all bonds of CFD No. 92-1, including the Series 2013 Bonds, to pay certain costs of the Facilities (as defined in the Resolutions of Formation) and to pay all expenses incidental thereto; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 92-1, has been presented with information regarding the authorized facilities expenditures of special taxes collected and administered by the fiscal agent, under the Fiscal Agent Agreement, dated as of July 1, 2013, by and between CFD No. 92-1 and U.S. Bank National Association, and other applicable law; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2015-2016, for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the District, acting in its capacity as the Legislative Body of the CFD No. 92-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are all true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 92-1, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2015-2016 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2015-2016 (DTA 2015-2016 Administration Report) submitted herewith. The DTA 2015-2016 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2015-2016 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 92-1, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 92-1, hereby approves and adopts a budget for CFD No. 92-1 for Fiscal Year 2015-2016 in the amount of \$ [REDACTED]. Special taxes shall be levied as set forth in the DTA 2015-2016 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and the Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in the Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Series 2013 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection

thereof and to commence such proceedings consistent with the applicable provisions of any Bonds issued on behalf of CFD No. 92-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2015-2016 on or before August 20, 2015, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 12th day of August, 2015.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 92-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(LAS FLORES)

By:

Lynn Hatton-Hodson, President of the Board
of Trustees of the Capistrano Unified School
District

By:

Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 92-1, at a meeting of the Board of Trustees held on the 12th day of August, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, State of California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board, acting as the Legislative Body of CFD No. 92-1, at a regular meeting thereof held on the 12th day of August, 2015.

Martha McNicholas, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-08

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN) FOR FISCAL YEAR 2015-2016

WHEREAS, the Capistrano Unified School District (District) previously established Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) (CFD No. 98-1A) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Act); and

WHEREAS, the Board of Trustees (Board) of the District, acting as the Legislative Body of CFD No. 98-1A, pursuant to the Act, adopted Resolution No. 03-04-77 calling for a public hearing, and such public hearing was duly held on June 14, 2004, to consider certain amendments to CFD No. 98-1A (Amendments), as described therein; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 98-1A, called and duly held an election on June 14, 2004, regarding the Amendments as to CFD No. 98-1A for the purpose of presenting to the qualified electors within CFD No. 98-1A Propositions A, B and C authorizing the levy of an amended Special Tax within CFD No. 98-1A, and to incur an indebtedness and issue Bonds in the maximum principal amount of \$45,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 03-04-77, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in the Propositions for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by the Propositions; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 98-1A, is authorized, pursuant to Resolutions Nos. 03-04-77 and 03-04-91 and Amendment to Ordinance No. 98-1A-1 adopted on June 28, 2004 (Ordinance), to levy a Special Tax on property in CFD No. 98-1A, which shall be sufficient to pay principal, interest, and administrative expenses with respect to all Bonds of CFD No. 98-1A, to pay for the construction, acquisition, and rehabilitation of certain public facilities authorized to be accomplished and as applicable financed by the levy of Special Taxes of CFD No. 98-1A pursuant to Resolution No. 03-03-91, and to pay all Incidental Expenses relating thereto; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 98-1A, has been presented with information regarding the authorized facilities expenditures of special taxes collected from CFD No. 98-1A pursuant to all applicable law; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2015-2016 for the purposes specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the District, acting in its capacity as the Legislative Body of the CFD No. 98-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 98-1A, which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2015-2016, at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2015-2016 (DTA 2015-2016 Administration Report) submitted herewith. The DTA 2015-2016 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2015-2016 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 98-1A in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 98-1A, hereby approves and adopts a budget for CFD No. 98-1A for Fiscal Year 2015-2016 in the amount of \$ [REDACTED]. Special taxes shall be levied as set forth in the DTA 2015-2016 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act, Resolution No. 03-04-91, and the applicable Mitigation Agreement with the party or parties thereto. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 03-04-91 and the rates herein provided only for Fiscal Year 2015-2016 and not as a precedent for any future Fiscal Years.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged for Bonds issue as a cumulative remedy, if any amount levied as a Special Tax for payment of bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 98-1A.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2015-2016 on or before August 20, 2015, or other duly authorized and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 12th day of August, 2015.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 98-1A OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(PACIFICA SAN JUAN)

By: _____
Lynn Hatton-Hodson, President of the Board
of Trustees of the Capistrano Unified School
District

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 98-1A, at a meeting of the Board of Trustees held on the 12th day of August, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 98-1A, at a regular meeting of said Board held on the 12th day of August, 2015.

Martha McNicholas, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-09

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LADERA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LADERA) FOR FISCAL YEAR 2015-2016

WHEREAS, the Capistrano Unified School District (District) previously established Community Facilities District No. 98-2 of the Capistrano Unified School District (Ladera) (CFD No. 98-2) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Act); and

WHEREAS, CFD No. 98-2 issued its Series 1999 Special Tax Bonds in the amount of \$105,330,000 pursuant to Resolution No. 9899-91, adopted by the Board of Trustees (Board) of the District acting as the Legislative Body of CFD No. 98-2 on March 8, 1999 (Series 1999 Special Tax Bonds), which Series 1999 Special Tax Bonds were refunded on April 28, 2005, by the issuance of the CFD No. 98-2 Series 2005 Special Tax Refunding Bonds (Bonds); and

WHEREAS, the Board acting as the Legislative Body of CFD No. 98-2 is authorized, pursuant to Resolutions Nos. 9899-76 and 9899-77 approved on February 8, 1999 (collectively, Resolutions of Formation), and Ordinance No. 98-2-1, approved on March 8, 1999 (Ordinance), to levy a Special Tax on property in CFD No. 98-2 to pay principal, interest, and administrative expenses with respect to all Bonds of CFD No. 98-2, which include the Bonds, to pay for the construction, acquisition, and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 98-2, pursuant to the Resolutions of Formation and to pay all expenses incidental thereto; and

WHEREAS, the Board has been presented with authorized facilities expenditures for the special taxes collected and administered by U.S. Bank, National Association, as Fiscal Agent, pursuant to the Bond Indenture, dated as of April 1, 2005, by and between CFD No. 98-2 and U.S. Bank, National Association, and other applicable law; and

WHEREAS, on June 24, 2015, CFD No. 98-2 issued its Series 2015 Special Tax Refunding Bonds in an amount not to exceed \$92,500,000 pursuant to Resolution No. 1314-49 adopted by the Board, acting as the Legislative Body of CFD No. 98-2, (Series 2015 Bonds) to refund the Series 2005 Bonds, as well as provide financing for additional capital facilities; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2015-2016 for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

EXHIBIT 21

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the District, acting in its capacity as the Legislative Body of CFD No. 98-2, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 98-2, which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2015-2016, at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2015-2016 (DTA 2015-2016 Administration Report) submitted herewith. The DTA 2015-2016 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2015-2016 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 98-2, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 98-2, hereby approves and adopts a budget for CFD No. 98-2 for Fiscal Year 2015-2016 in the amount of \$[REDACTED]. Special taxes shall be levied as set forth in the DTA 2015-2016 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged for Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action

brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 98-2.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2015-2016 on or before August 20, 2015, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 12th day of August, 2015.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 98-2 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(LADERA)

By:

Lynn Hatton-Hodson, President of the Board
of Trustees of the Capistrano Unified School
District

By:

Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 98-2, at a meeting of the Board of Trustees held on the 12th day of August, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 98-2, at a regular meeting of said Board held on the 12th day of August, 2015.

Martha McNicholas, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-10

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO MADRINA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO MADRINA) FOR FISCAL YEAR 2015-2016

WHEREAS, the Capistrano Unified School District (District) previously established Community Facilities District No. 2004-1 of the Capistrano Unified School District (Rancho Madrina) (CFD No. 2004-1) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Act); and

WHEREAS, the Board of Trustees of the District (Board), acting as the Legislative Body of CFD No. 2004-1 is authorized, pursuant to Resolution Nos. 0405-42 and 0405-43 approved on November 15, 2004 (collectively, Formation Resolutions) and Ordinance No. 2004-1-1, approved on December 13, 2004 (Ordinance), to levy a Special Tax on property in CFD No. 2004-1 to pay principal, interest and administrative expenses with respect to all Bonds of CFD No. 2004-1, which include the Series 2005 Bonds, to pay for the construction, acquisition, and rehabilitation of certain public facilities authorized to be financed by the levy of Special Taxes of CFD No. 2004-1 pursuant to the Formation Resolutions, and to pay all expenses incidental thereto; and

WHEREAS, CFD No. 2004-1 issued its Series 2005 Special Tax Bonds in the amount of \$7,085,000 pursuant to Resolution No. 0405-59, adopted by the Board, acting as the Legislative Body of CFD No. 2004-1, on January 10, 2005 (Series 2005 Bonds); and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 2004-1, has been presented with the authorized facilities expenditures of special taxes collected and administered by U.S. Bank, National Association, as fiscal agent, pursuant to the Bond Indenture, dated as of February 1, 2005, by and between CFD No. 2004-1 and U.S. Bank, National Association, as fiscal agent, and other applicable law; and

WHEREAS, on June 24, 2015, CFD No. 2004-1 issued its Series 2015 Special Tax Refunding Bonds in an amount not to exceed \$7,500,000 pursuant to Resolution No. 1415-50 adopted by the Board, acting as the Legislative Body of CFD No. 2004-1, (Series 2015 Bonds) to refund the Series 2005 Bonds, as well as provide financing for additional capital facilities; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2015-2016, for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

EXHIBIT 22

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the District, acting in its capacity as the Legislative Body of the CFD No. 2004-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2004-1, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2015-2016, at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2015-2016 (DTA 2015-2016 Administration Report) submitted herewith. The DTA 2015-2016 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2015-2016 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 2004-1, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 2004-1, hereby approves and adopts a budget for CFD No. 2004-1 for Fiscal Year 2015-2016 in the amount of \$ [REDACTED]. Special taxes shall be levied as set forth in the DTA 2015-2016 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged for Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 2004-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2015-2016 on or before August 20, 2015, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

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ADOPTED, SIGNED, AND APPROVED this 12th day of August, 2015.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 2004-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(RANCHO MADRINA)

By: _____

Lynn Hatton-Hodson, President of the Board
of Trustees of the Capistrano Unified School
District

By: _____

Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 2004-1, at a meeting of the Board of Trustees held on the 12th day of August, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 2004-1, at a regular meeting of said Board held on the 12th day of August, 2015.

Martha McNicholas, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1516-11

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS) FOR FISCAL YEAR 2015-2016

WHEREAS, on July 26, 2005, the Board of Trustees (Board) of the Capistrano Unified School District (District) adopted Resolution No. 0506-06, which established Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) (CFD No. 2005-1) calling for a public hearing, and such public hearing was duly held on July 26, 2005 to consider the levy of a proposed special tax and to incur bonded indebtedness in the amount of \$30,000,000 within the boundaries of CFD No. 2005-1 pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Act); and

WHEREAS, the Board called and duly held an election on July 26, 2005 for the purpose of presenting to the qualified electors within CFD No. 2005-1 Propositions A and B authorizing incurring bonded indebtedness in the maximum aggregate principal amount of \$30,000,000 for authorized facilities and the levy of a Special Tax within the boundaries of CFD No. 2005-1, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 2005-1, pursuant to the Act, adopted Resolution No. 0607-66 calling for a public hearing, and such public hearing was duly held on May 7, 2007, to consider the annexation of certain territory into CFD No. 2005-1, as described therein and the maps of such territory referenced therein (Annexed Territory); and

WHEREAS, the Board called and duly held an election on May 7, 2007 in the Annexed Territory for the purpose of presenting to the qualified electors within the Annexed Territory Propositions A and B authorizing the levy of a Special Tax within the Annexed Territory, which Propositions were approved by more than two-thirds of the votes cast at said election, thereby authorizing the Board to levy the Special Taxes described in Propositions A and B, respectively, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A and B; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 2005-1, adopted Resolution No. 1011-43 on March 8, 2011, initiating proceedings to alter the Rate and Method of Apportionment of CFD No. 2005-1 and to reduce the levy of the special taxes of CFD No.

EXHIBIT 23

2005-1 (Special Taxes), considering the adoption of the Revised Rate and Method of Apportionment (Revised RMA), and calling a public hearing thereon (S/T Revision Proceedings), pursuant to the Act; and

WHEREAS, on June 13, 2011, the Board adopted Resolution No. 1011-60 ordering certain changes to the Revised RMA, resulting in the First Amended Rate and Method of Apportionment of Special Taxes of CFD No. 2005-1 (First Amended RMA) which replaced the Revised RMA for all purposes relating to the S/T Revision Proceedings; and

WHEREAS, on June 13, 2011, the Board held a noticed continued public hearing (Continued Public Hearing), as required by law, relative to the proposed First Amended RMA; and

WHEREAS, the Board, subsequent to said Continued Public Hearing, adopted Resolution No. 1011-61 which called an election within CFD No. 2005-1 for June 13, 2011, on the proposition of the proposed First Amended RMA as set forth in Resolution Nos. 1011-43, 1011-60 and 1011-61; and

WHEREAS, on June 13, 2011, an election was held within CFD No. 2005-1 in which the eligible voters approved, by more than two-thirds vote, the proposed First Amended RMA and, on June 23, 2011, an Amendment to the Notice of Special Tax Lien of CFD No. 2005-1 was recorded in the County Recorder of the County of Orange, State of California, as Document No. 2011-000306922; and

WHEREAS, on July 11, 2011, the Board adopted Ordinance No. 1112-1 (Ordinance), authorizing the levy of the Special Taxes within CFD No. 2005-1 in accordance with the First Amended RMA; and

WHEREAS, on October 24, 2013, CFD No. 2005-1 issued its \$8,190,000 Series 2013 Special Tax Bonds; and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 2005-1, has been presented with information relating to the authorized facilities expenditures of special taxes collected and administered by the Fiscal Agent, pursuant to the Fiscal Agent Agreement, dated as of October 1, 2014, by and between CFD No. 2005-1 and U.S. Bank, National Association, and other applicable law; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2015-2016, for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

WHEREAS, the Special Taxes being levied hereunder are at the rate or at a lower rate than provided by the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the District, acting in its capacity as the Legislative Body of the CFD No. 2005-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

Section 2. The Special Tax is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2005-1, which are not otherwise exempt from taxation under the Act or the Ordinance, or from and after the date of Resolution No. 1011-60, which are owned by a religious institution and used primarily as a place of worship, the Special Taxes for Fiscal Year 2015-2016 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) for CFD No. 2005-1 entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2015-2016 (DTA 2015-2016 Administration Report) submitted herewith. The DTA 2015-2016 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2015-2016 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 2005-1, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions, or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 2005-1, hereby approves and adopts a budget for CFD No. 2005-1 for Fiscal Year 2015-2016 in the amount of \$ [REDACTED]. Special taxes shall be levied as set forth in the DTA 2015-2016 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 0506-06. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 0506-06.

Section 5. The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes as such procedure may be modified by law or this Board from time to time.

Section 6. If and when Bonds are issued or such Special Taxes are pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy

Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 2005-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2015-2016 on or before August 20, 2015, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 12th day of August, 2015.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 2005-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(WHISPERING HILLS)

By: _____
Lynn Hatton-Hodson, President of the Board
of Trustees of the Capistrano Unified School
District

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 2005-1, at a meeting of the Board of Trustees held on the 12th day of August, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Martha McNicholas, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 2005-1, at a regular meeting of said Board held on the 12th day of August, 2015.

Martha McNicholas, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – SPECIAL MEETING
JULY 15, 2015
EDUCATION CENTER – BOARD ROOM

President Hatton-Hodson called the meeting to order at 5:00 p.m.

The Pledge of Allegiance was led by Trustee Reardon.

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

Absent: Trustee Alpay

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 Hanacek, seconded by Trustee Reardon and motion carried by a 6-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

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

NOES: None

ABSENT: Trustee Alpay

Before the Board recessed to closed session, President Hatton-Hodson read the following statement:

It is considered good management practice, in both private and public organizations, for supervisors to review the performance of each of their direct reports at least once a year. Everyone in CUSD, except the Superintendent, has a single supervisor. The Superintendent has seven supervisors – your seven member Board of Trustees. On June 25, we seven board members met in closed session, with no one else present, to discuss the Superintendent's annual performance review. After that meeting each board member wrote an evaluation. These evaluations included input the members had received from staff, parents, students, and members of the public. As Board President, I took these seven written evaluations and combined them into a single statement, which the board members will review tonight in closed session. Once we agree on the wording of this joint evaluation, it will be presented privately to the Superintendent. Like all employee evaluations, The Superintendent's performance evaluation is a confidential document that is intended to reinforce her strengths and achievements and to communicate what the Board feels she needs to do differently and better. The Board and I appreciate the input we have received from others, as it has been useful in helping us provide input to the Superintendent on her performance and future goals. Thank you.

At 5:03 p.m., the Board recessed to closed session to discuss one Public Employee Performance Evaluation.

Trustee Alpay arrived in closed session at 5:07 p.m.

President Hatton-Hodson reconvened the meeting at 6:02 p.m. and reported the following action taken during closed session:

**President's Report
From Closed 107**

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – WORKSHOP
JULY 15, 2015
EDUCATION CENTER – BOARD ROOM

President Hatton-Hodson called the workshop to order at 6:04 p.m.

The Pledge of Allegiance was led by Board President Lynn Hattson-Hodson.

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

Absent: NONE

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

**Adoption of the
Board Agenda**

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

NOES: None

ABSENT: None

ABSTAIN: None

INFORMATION/DISCUSSION

Dr. Susan Holliday, Interim Assistant Superintendent Education Services and Marc Patterson, Executive Director, Secondary Education facilitated the workshop. Trustees were provided a power point presentation to provide data and assist them and the audience in following along with information being discussed. The power point covered Capistrano Unified School District's current high school graduation requirements; information relating to admission requirements from both University of California and California State University systems; College and Career readiness and gaps; challenges for families and staff; and a multi-year proposed timeline. The data provided in this workshop corrected data points from a March 2015 presentation addressing credit recovery for A-G classes.

**Board and
Superintendent
Workshop
Agenda Item 1**

The workshop was conducted in an orderly manner with a more informal setting in order to enable all members of the audience to participate in the discussion by asking questions and adding comments during the power point presentation and ensuing discussions.

Prior to closing the workshop, President Hatton-Hodson thanked the community members, parents, teachers, and students in the audience for their attendance, participation, and input. Superintendent Vital told the audience staff will follow up with information from tonight's presentation and will schedule another workshop on this topic sometime in the fall. (The PowerPoint is available for viewing on the District website at www.capousd.org).

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

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

NOES: None

ABSENT: None

Trustee Hatton-Hodson announced the workshop adjourned at 8:36 p.m.

EXHIBIT 25

Board Clerk

Secretary, Board of Trustees

No action was taken.

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

Adjournment

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

President Hatton-Hodson announced the meeting adjourned at 6:02 p.m.

Board Clerk

Secretary, Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

SPECIAL BOARD MEETING OR WORKSHOP

2015-2016 School Board Meeting Schedule

Wednesday, July 22

Wednesday, August 12

Wednesday, September 9

Wednesday, September 23

Wednesday, October 14

Wednesday, October 21*

Wednesday, October 28

Wednesday, November 18

Wednesday, December 9

Wednesday, January 13

Wednesday, January 20*

Wednesday, January 27

Wednesday, February 10

Wednesday, February 24

Wednesday, March 9

Wednesday, March 16*

Wednesday, March 23

Wednesday, April 13

Wednesday, April 27

Wednesday, May 11

Wednesday, May 18*

Wednesday, May 25

Wednesday, June 8

Wednesday, June 22

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

2015-2016 SECONDARY SCHOOL

START/DISMISSAL TIMES

MIDDLE SCHOOLS: 8:45 a.m. – 3:25 p.m., (ACE Time Day 9:45-3:25)

Ladera Ranch 8:15-2:55 (Mon., Tues., Thur., Fri.) 9:15-2:55 (Wed.)

Vista del Mar 8:10-2:55 (Mon., Wed., Thurs., Fri.) 8:10-1:55 (Tues.)

Arroyo Vista 8:00-2:40 (Mon., Tues., Thur., Fri.) 8:00-1:25 (Wed.)

Carl Hankey: 8:00-2:35 (Mon., Tues., Thur., Fri.) 8:00 - 12:15 (Wed.)

ANHS	Mondays	ANHS	Block Days
Period	Time	Period	Time
Collab	7:45-8:35	0	6:50-7:52
1	8:45-9:31	1/2	8:00-9:43
2	9:41-10:27	Tutorial	9:53-10:28
3	10:37-11:23	3/4	10:38-12:21
4	11:33-12:19	Lunch	12:21-12:52
Lunch	12:19-12:53	5/6	1:02-2:45
5	1:03-1:49		
6	1:59-2:45		

Block Days

Periods 1, 3, and 5 meet on Wednesday and Friday.

Periods 2, 4, and 6 meet on Tuesday and Thursday.

Period 0 meets Monday through Friday except on late start collab days

CVHS	Mondays	CVHS	Block Days
Period	Time	Period	Time
PLC	7:45-8:27	0	6:44-7:47
1	8:37-9:28	1/2	7:57-9:39
2	9:38-10:24	Tutorial	9:49-10:20
Break	10:24-10:29	Break	10:20-10:25
3	10:39-11:25	3/4	10:35-12:19
4	11:35-12:21	Lunch	12:19-12:51
Lunch	12:21-12:53	5/6	1:01-2:45
5	1:03-1:49		
6	1:59-2:45		

Block Days

Periods 1, 3, and 5, meet on Wednesday and Friday.

Periods 2, 4, and 6 meet on Tuesday and Thursday.

Period 0 meets Tuesday through Friday.

Monday-Late Start no zero period.

DHHS	Mondays	DHHS	Block Days
Period	Time	Period	Time
1	8:40-9:28	0	6:42-7:47
3	9:37-10:24	1/2	7:56-9:42
Break	10:24-10:30	Tutorial	9:51-10:19
2	10:39-11:26	Break	10:19-10:24
4	11:35-12:22	3/4	10:33-12:19
Lunch	12:22-12:52	Lunch	12:19-12:49
5	1:01-1:48	5/6	12:58-2:44
6	1:57-2:44		

Block Days

Periods 1, 3, and 5 meet on Tuesday and Thursday.

Periods 2, 4, and 6 meet on Wednesday and Friday.

Period 0 meets Tuesday, Wednesday, Thursday, and Friday.

Monday-Late Start no zero period.

SCHS	Monday	SCHS	Block Days	SCHS	Traditional Tues./Fri.
Period	Time	Period	Time	Period	Time
1	8:20-9:10	0	6:40-7:46	0	6:40-7:46
2	9:19-10:09	1/2	7:55-9:39	1	7:55-8:49
Break	10:09-10:14	Tutorial	9:48-10:18	2	8:58-9:52
3	10:23-11:13	Break	10:18-10:23	Break	9:52-9:57
4	11:22-12:12	3/4	10:32-12:17	3	10:06-11:01
Lunch	12:12-12:47	Lunch	12:17-12:52	4	11:10-12:04
5	12:56-1:46	5/6	1:01-2:45	Lunch	12:04-12:39
6	1:55-2:45			5	12:48-1:42
				6	1:51-2:45

Block Days

Periods 1, 3, and 5 meet on Wednesday.

Periods 2, 4, and 6 meet on Thursday.

Periods 1 through 6 meet on Monday, Tuesday, and Friday.

Monday-Late Start no zero period.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

SJHHS	Mondays	SJHHS	Block Days
Period	Time	Period	Time
0	6:54-7:44	0	6:54-7:44
1	7:54-8:42	1/2	7:54-9:36
2	8:52-9:40	Tutorial	9:46-10:21
Break	9:40-9:45	Break	10:21-10:26
3	9:55-10:43	3/4	10:36-12:18
4	10:53-11:41	Lunch	12:18-12:53
Lunch	11:41-12:16	5/6	1:03-2:45
5	12:26-1:14		
6	1:24-2:12		
Teachers:PLC	2:12-3:00		

Block Days

Periods 1, 3, and 5 meet on Wednesday and Friday.
Periods 2, 4, and 6 meet on Tuesday and Thursday.
Period 0 meets Monday, Tuesday, Wednesday, Thursday, and Friday.

THS	Mondays	THS	Block Days
Period	Time	Period	Time
0	6:40-7:42	0	6:40-7:42
1	7:52-8:41	1/2	7:52-9:35
2	8:51-9:40	Tutorial	9:45-10:18
Homeroom	9:50-10:10	Break	10:18-10:24
Break	10:10-10:14	3/4	10:34-12:17
3	10:24-11:13	Lunch	12:17-12:52
4	11:23-12:12	5/6	1:02-2:45
Lunch	12:12-12:47		
5	12:57-1:46		
6	1:56-2:45		

Block Days

Periods 1, 3, and 5 meet on Wednesday and Friday.
Periods 2, 4, and 6 meet on Tuesday and Thursday.
Period 0 meets Monday, Tuesday, Thursday, and Friday.

Wednesday-Late Start

Period 1 8:36-10:19
Break 10:19-10:24
Period 3 10:34-12:17
Lunch 12:17-12:52
Period 5 1:02-2:45

<u>Serra High School:</u>	<u>8:30 a.m. – 1:26 p.m.</u>
Period	Time
1	8:30 a.m. 9:30 a.m.
2	9:37 a.m. 10:37 a.m.
Nutrition	10:37 a.m. 10:57 a.m.
3	10:59 a.m. 12:19 p.m.
4	12:26 p.m. 1:26 p.m.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
2015-2016
Elementary Start/Dismissal Times

<u>ELEMENTARY SCHOOL</u>	<u>TIMES START/DISMISSAL Gr. 1-5</u>	<u>ACE LATE START/EARLY OUT TIME</u>
Ambuehl	7:45 - 2:05	Tuesday 12:50 Dismissal
Arroyo Vista	8:15 - 2:35	Wednesday 1:20 Dismissal
Don Juan Avila	7:45 - 2:05	Thursday 12:50 Dismissal
Bathgate	8:00 - 2:20	Wednesday 1:05 Dismissal
Benedict	7:45 - 2:05	Tuesday 12:50 Dismissal
Bergeson	7:45 - 2:05	Thursday 12:50 Dismissal
Canyon Vista	7:45 - 2:05	Thursday 12:50 Dismissal
Castille	7:45 - 2:05	Wednesday 12:50 Dismissal
Chaparral	8:00 - 2:20	Wednesday 1:05 Dismissal
Concordia	8:00 - 2:20	Tuesday 1:05 Dismissal
Crown Valley	7:45 - 2:05	Thursday 12:50 Dismissal
R. H. Dana	7:45 - 2:05	Thursday 12:45 Dismissal
R. H. Dana ENF	8:25 - 2:30	Thursday 1:15 Dismissal
Del Obispo	7:45 - 2:05	Tuesday 12:50 Dismissal
Carl Hankey	8:00 - 2:20	Wednesday 1:05 Dismissal
Hidden Hills	7:45 - 2:05	Thursday 12:50 Dismissal
Kinoshita	7:45 - 2:05	Tuesday 12:45 Dismissal
Ladera Ranch	8:00 - 2:20	Wednesday 9:00 - 2:05 Dismissal
Laguna Niguel	7:45 - 2:05	Thursday 12:50 Dismissal
Las Flores	7:45 - 2:05	Wednesday 12:50 Dismissal
Las Palmas	8:00 - 2:20	Tuesday 1:00 Dismissal
Lobo	7:45 - 2:05	Tuesday 12:50 Dismissal
Malcom	7:45 - 2:05	Thursday 12:50 Dismissal
Marblehead	7:45 - 2:05	Tuesday 12:50 Dismissal
Moulton	7:45 - 2:05	Thursday 12:50 Dismissal
Oak Grove	7:45 - 2:05	Thursday 12:50 Dismissal
Oso Grande	8:00 - 2:20	Wednesday 1:05 Dismissal
Palisades	7:45 - 2:05	Tuesday 12:50 Dismissal
Philip Reilly	8:00 - 2:20	Wednesday 1:05 Dismissal
San Juan	7:45 - 2:05	Tuesday 12:45 Dismissal
Tijeras Creek	7:45 - 2:05	Wednesday 12:50 Dismissal
Viejo	7:45 - 2:05	Wednesday 12:45 Dismissal
Vista del Mar	8:15 - 2:35	Tuesday 1:20 Dismissal
Wagon Wheel	7:45 - 2:05	Wednesday 12:50 Dismissal
George White	7:45 - 2:05	Thursday 12:50 Dismissal
Wood Canyon	7:45 - 2:05	Thursday 12:50 Dismissal

TEMPLATE

2015–16 MIGRANT EDUCATION REGION 9 MOU

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

District Name: Capistrano Unified School District

District Contact: Alejandro Gonzalez

CONTENTS

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

SECTION I

MIGRANT EDUCATION – REGION 9
135 Vallecitos de Oro, Ste. A
San Marcos, CA 92069
(760) 510-0250

DISTRICT MEMORANDUM OF UNDERSTANDING
Between
Region 9, San Diego County Office of Education
and
Capistrano Unified School District

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

The period covered by this agreement shall be from July 1, 2015 to June 30, 2016. There are currently 22 migrant students in the district as indicated in the attached District/Demographic Profile.

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

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

The following staff for the District will deliver the following services: **N/A; all services are provided by MEP staff.**

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

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

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

Region Director

District Administrator

Date

Date

Section II

DISTRICT DEMOGRAPHIC PROFILE

District: (insert name of district) Number of Migrant Students Enrolled at Each Grade Level in the District.			
	Pre K- 4th	5 th -12 th	Total
PFS	0	0	0
Migrant	10	12	22
All*	10	12	22

*All includes PFS and Migrant students.

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

SECTION III

DISTRICT MIGRANT PARENT ADVISORY COUNCIL

District Parent Advisory Council Membership: NOT APPLICABLE	
PAC Member Name	Eligible Migrant Parent? Yes/No
Non Applicable	

**MIGRANT EDUCATION PROGRAM REGION 9
2015–16**

Memorandum of Understanding Academic Service Planning/Evaluation
Complete one for each Activity/Program

**MIGRANT EDUCATION PROGRAM REGION 9
2015–16**

Memorandum of Understanding Academic Service Planning/Evaluation
Complete one for each Activity/Program

DISTRICT NAME: Capistrano Unified School District

PROPOSED PROJECT COST: \$3,000

PROPOSED AREA OF SERVICE: All of the Above

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

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

PART 1: PARTICIPANTS TO BE SERVED:

Grade	# Enrolled	Projected # Participants			Actual # Participants		
		# PFS	# Non-PFS	TOTAL	PFS	Non-PFS	TOTAL
Pk-12	22	0	22	22			
TOTALS	22	0	22	22			

PART 2: LOCATION, DATES, TIME OF DELIVERY

Minutes per Day	Days per Week	# of Weeks	Total Instructional Hours (Advocacy)	Actual Total Instructional Hrs.
60	2	35	70	
Start Date		End Date		
Location of Service		Home base/center base		

PART 3: RESEARCH BASED CURRICULUM:

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

PART 4: METHOD OF INSTRUCTION:

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

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

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

PART 6: PERSONNEL:

Staffing							
Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other	Name of Other Program Funding Source
	#	FTE	#	FTE			
Migrant Services Aide (MSA)			1	.025	100	0	N/A
Program Specialist	1	.025			100	0	N/A

Professional Development				
Need	Title	Description	Dates	Expected Outcomes
Awareness and connection to community support services	Networking	Provide staff with the skills to connect with community agencies that provide social, academic, and health services	Fall 2015	Migrant Services Aides will obtain the knowledge necessary to efficiently utilize community agencies as partners in addressing the social, academic, and health needs of migrant families.

PART 7: PARENT COMMUNICATION:

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

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

Describe Other Support Services Plans (transportation, etc)

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

PROPOSED PROJECT COST: \$ 3,000

PROPOSED AREA OF SERVICE:

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

Description of Proposed Service	
Name of Service:	Case Management
The Need (Include data & how service is supplemental to core program):	In order to increase the percentage of migrant students completing high school and A-G requirements, MEP provides a case manager (Secondary School Aide, SSA or Migrant Services Aide, MSA) for each migrant high school and middle school student. Special attention will be paid to middle school students this year. The SSA/MSA has regular office hours at the high school. The SSA/MSA conducts transcript review, monitors student progress, and coordinates supplemental services for the student, including services designed to improve attendance and achievement; referral to social and medical services; access to technology, and transportation assistance, etc.
How (describe the academic focus, the service and the strategies):	<ul style="list-style-type: none"> • Student Needs Assessments • Yearly and Academic Home Visits • Transcript Review • Review of class schedules for appropriate placements • Provide Incoming Middle School & High School Orientation • Parent-Student-Counselor meeting • Teacher-student conferences • Advocacy for students dealing with class conflicts, credit accrual, etc. • Monitor attendance, behavior issues • Provide academic support for supplemental academic services • Assist with referrals, ordering, & monitoring Cyber High Program • Recruitment for special activities (i.e. University Study Trip, CAMP Presentations, Upward Bound) • Assist with University entrance, financial aid, scholarship, & test prep applications, etc. • Collect data to determine supplemental services • Referrals to Community Resources • Initiate and follow through with needed Health Referrals
School Year or Summer School Service:	(Check one) <input checked="" type="checkbox"/> Regular School Year <input type="checkbox"/> Summer School
If School Year Service, when:	(Check one) <input checked="" type="checkbox"/> Before School <input checked="" type="checkbox"/> After School <input type="checkbox"/> Saturday

PART 1: PARTICIPANTS TO BE SERVED:

Grade	# Enrolled	Projected # Participants			Actual # Participants		
		# PFS	# Non-PFS	TOTAL	PFS	Non-PFS	TOTAL
7-12	9	0	9	9			
TOTALS							

PART 2: LOCATION, DATES, TIME OF DELIVERY

Minutes per Day	Days per Week	# of Weeks	Total Instructional Hours	Actual Total Instructional Hrs.
60	1	35	70	
Start Date September 2015		End Date June 2016		
Location of Service	Home based/Center based			

PART 3: RESEARCH BASED CURRICULUM:

Grade Level Cluster	Curriculum	Research Based?
7-12	Case Management Training Materials; Ready to Learn Curriculum; Guidance from Program Specialists	Yes / No
		Yes / No

PART 4: METHOD OF INSTRUCTION:

<i>Instructional Strategies to be Used</i>
Small group and one-on-one coaching and mentoring by the Secondary School Advisor. Conferences with school counselors, teachers and parents, along with academic home visits will be utilized.

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

Local Quantitative Measures	Targeted Outcome		75% Projected Participants to Reach Targeted Outcome		Actual % that reached targeted outcome		Target Met, Not Met, Partially Met?		Why Not/Comments:
	PF S	Other MEP	PF S	Other MEP	PF S	Other MEP	PF S	Other MEP	
Transcript Review	0	9	0	9					
Local Qualitative Measures	Description of Projected Measures						Comments on Results		
Interview and Focus Groups:	MEP staff will interview students participating in Regular Year High School Graduation counseling/guidance for efficiency purposes. Results will be used to improve services as needed.								
Surveys:	N/A								
Observations:	N/A								

PART 6: PERSONNEL:

Staffing						
Title	Certificated		Classified		Percent Funded by DSA	Name of Other Program Funding Source
	#	FTE	#	FTE		
Program Specialist	1	.05			100	None
Migrant Services Aides			1	.10	100	None

Professional Development				
Need	Title	Description	Dates	Expected Outcomes
To increase Staff knowledge on college and university admission requirements.	Pathway to College and Career Readiness	Through interactive trainings (2) provided through local College Admission Migrant Programs (CAMP), Region 9, MEP staff will engage in understanding college and university admission process. Areas to be included are A-G requirements, college essay, FAFSA, and other topics as needed.	September 2015 to November 2015	Staff will increase their knowledge on college admission and requirements pertaining to higher education.
Promoting student self-reliance and responsibility	Environmental Attributes that foster Resiliency in Youth	The workshop is designed to acquaint MEP staff with the essential elements that promote and foster resiliency in students. The "power of the single relationship" will be emphasized which can provide critical support and opportunities that build resilience strengths.	November 2015	<ul style="list-style-type: none"> • Enhancing the role of Mentor. • Improved positive student environment. • Improved Services to Students. • Integration with Other School-Based Programs. • Problem Solving Team & Case Management.

PART 7: PARENT COMMUNICATION:

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

All MEP parents are informed of services at Parent Advisory Committee meetings, and they are also contacted by phone prior to the date of service. In addition, parents are also notified through letters of with service details that are sent home announcing the service.

Describe Other Support Services Plans (transportation, etc)

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

PROPOSED PROJECT COST: \$7,000

PROPOSED AREA OF SERVICE:

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

Description of Proposed Service	
Name of Service:	Focus Reading Intervention
The Need (Include data & how service is supplemental to core program):	Data shows that 55% of migrant students in grades 2 nd through 4 th are in need of supplemental academic support in ELA, as measured by CST scores. All services will be in addition to the core program.
How (describe the academic focus, the service and the strategies):	Migrant services will focus on Reading Comprehension. Through a series of a 10-week academic home visit program, migrant students in grades 2 nd through 4 th grade, who scored at Basic or below, will receive 2 hours of academic instruction per week.
School Year or Summer School Service:	(Check one) <input checked="" type="checkbox"/> Regular School Year <input type="checkbox"/> Summer School
If School Year Service, when:	(Check one) <input type="checkbox"/> Before School <input checked="" type="checkbox"/> After School <input type="checkbox"/> Saturday

PART 1: PARTICIPANTS TO BE SERVED:

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

PART 2: LOCATION, DATES, TIME OF DELIVERY

Minutes per Day	Days per Week	# of Weeks	Total Instructional Hours	Actual Total Instructional Hrs.
60	2	10	20	
Start Date	October 2015	End Date	May 2016	
Location of Service	Home base/center base			

PART 3: RESEARCH BASED CURRICULUM:

Grade Level Cluster	Curriculum	Research Based?
2 nd -4 th	Teacher Created Material- Focused Reading Intervention	Yes / No

PART 4: METHOD OF INSTRUCTION:

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

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

Local Quantitative Measures	Targeted Outcome: participants will show a 5 point growth, as measured by pre and post-tests		75% Projected Participants to Reach Targeted Outcome		Actual % that reached targeted outcome		Target Met, Not Met, Partially Met?		Why Not/Comments:
	PF S	Other MEP	PF S	Other MEP	PF S	Other MEP	PF S	Other MEP	
Focused Reading Intervention Pre/post assessments	0	10	0	10					
Teacher-developed pre/post-tests.	0	10	0	10					
Local Qualitative Measures	Description of Projected Measures						Comments on Results		
Interview and Focus Groups:	No students will be interviewed.								
Surveys:	MSA will provide every family with a survey to assess the tutoring program.								
Observations:	MSA will make observations and keep a journal record of home visits.								

PART 6: PERSONNEL:**Staffing**

Title	Certificated		Classified		Percent Funded by DSA	Percent Funded by Other	Name of Other Program Funding Source
	#	FTE	#	FTE			
Migrant Services Aide (MSA)	0		1	.10	100	0	N/A
Teacher	1	/ .025	0	0	100	0	N/A
Program Specialist	1	/ .025	0	0	100	0	N/A

Professional Development

Need	Title	Description	Dates	Expected Outcomes
Tutoring Strategies	Critical Thinking Skills	Training in Higher Order of Questioning Skills	Fall 2015	Migrant Services Aides will obtain the knowledge necessary to efficiently tutor elementary migrant students in reading comprehension.

PART 7: PARENT COMMUNICATION:

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

All MEP parents are informed of services at Parent Advisory Committee meetings, and they are also contacted by phone prior to the date of service. In addition, parents are also notified through letters of with service details that are sent home announcing the service.

Describe Other Support Services Plans (transportation, etc)

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

**Migrant Education
2015-16 PROPOSED SERVICE
BUDGET DETAIL**

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

(Check one) ☐ Regular School Year ☐ Summer School

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

Object Code	Description	Amount Service	Amount Admin	Total Projected Amount	Actual Amount
1100	Teachers				
1200	Pupil Support Services				
1300	Supervisor/Administrators				
1900	Other Certificated Salaries				
2100	Instructional Aides				
2200	Support Services Salaries				
2300	Supervisor/Administrators				
2400	Clerical, Technical, Office Staff				
2900	Other Classified Salaries				
3000-3900	Employee Benefits				
4100	Textbooks Curricula Materials				
4200	Books & Reference Materials				
4300	Materials & Supplies				
4400	Non Capitalized Equipment				

Section IV

4700	Food				
5100	Subagreements for Services				
5200	Travel & Conferences				
5300	Dues & Memberships				
5400	Insurance				
5500	Operations & Housekeeping				
5600	Rentals, Leases, Repairs & Noncap Improvements				
5700	Transfers of Direct Costs				
5800	Prof/Cons/Serv & Operating Expenses				
5900	Communications				
TOTAL PROPOSED EXPENSES					
7000	INDIRECT COST				
TOTAL COST OF PROPOSED SERVICE					

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

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

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

Certification of Local Educational Agency

I certify that (1) the costs reported are in accordance with federal and state laws and regulations and (2) the costs are aligned to the Migrant Education Program Fiscal Handbook 2015.

ASSURANCES

<http://www.cde.ca.gov/fq/fo/fm/generalassur2014.asp>

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

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....AUGUST 12, 2015

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

PO No.	Fund	Vendor	Description	Amount
5479	92	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /LF Elem	138,400.00
5480	92	KNOWLAND CONSTRUCTION SERVICES	Bldg Imp/Fac Acq /LF Elem	12,500.00
2 Purchase Orders				\$150,900.00

EXHIBIT 29

Attachment 1

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2014-15 *****
Board of Trustees Meeting.....AUGUST 12, 2015

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

PO No.	Fund	Vendor	Description	Amount
346739	1	WATERLINES TECHNOLOGIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	2,392.07
346740	1	ASSURED FIRE SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	100.00
346741	1	FACILITIES PROTECTION SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	188.52
346742	1	FREEWAY AUTO SUPPLY & MACHINE	Ppl Tran/PuplTran/Dstrctwd	248.23
346743	1	DANIELS TIRE SERVICE	Ppl Tran/PuplTran/Dstrctwd	150.06
346744	25	KNOWLAND CONSTRUCTION SERVICES	Bldg Imp/Fac Acq /DHHS	25,000.00
			Bldg Imp/Fac Acq /Oxford	12,500.00
346745	1	HEARTSPRINGS SCHOOL	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	32,611.00
346746	1	CUSD	Serv& Op/PuplTran/Dstrctwd	40,000.00
346747	1	FULKRA INCORPORATED	Serv& Op/Security/Dstrctwd	150,000.00
346748	1	EPIC MACHINES INC.	CompTech/TIS /Dstrctwd	1,332.94
346749	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	70.34
346750	1	FIVE STAR TROPHIES	InstMtls/Instrctn/Dstrctwd	428.76
346751	40	PROJECT DIMENSIONS	Serv& Op/Fac Acq /Dstrctwd	4,162.50
346752	1	BAKER PARTY RENTALS	Rntl:Oth/Custodil/Dstrctwd	5,776.00
346753	1	LOCAL JANITORIAL & VACUUM	NonCapEq/Custodil/Dstrctwd	4,104.00
346754	1	BURKE WILLIAMS SORESENSEN	Legal /M-R Reim/Dstrctwd	24,975.00
	25		Legal /Fac Acq /Dstrctwd	30,000.00
	1		Legal /FacPlann/Dstrctwd	20,025.00
346755	14	PLACEWORKS	Bldg Imp/Fac Acq /Dstrctwd	32,800.00
346756	1	BARBER & GONZALES CONSULTING	Serv& Op/StaffNeg/Dstrctwd	13,000.00
346757	12	THE REGENTS OF THE UNIVERSITY	CnsltNon/SupvAdmn/Dstrctwd	3,500.00
346758	1	WOODRUFF SPRADLIN & SMART	Legal /Prsnl:HR/Dstrctwd	10,000.00
346759	1	TAU, MANNY	Serv& Op/Prsnl:HR/Dstrctwd	2,250.00
346760	1	PAUL SANCHEZ INVESTIGATIONS	Serv& Op/Security/Dstrctwd	20,000.00
346761		VOID	VOID	0.00
346762	1	FARIBORZ, SURUR FAZELI	NPS /NPS /Dstrctwd	478.40
346763		VOID	VOID	0.00
346764	1	KELLY PAPER COMPANY	SpplsNonI/Grph Art/Dstrctwd	437.37
346765	25	KNOWLAND CONSTRUCTION SERVICES	Bldg Imp/Fac Acq /Dstrctwd	12,800.00
346766	25	KNOWLAND CONSTRUCTION SERVICES	Bldg Imp/Fac Acq /DHHS	12,800.00
346767	1	THE COLLEGE BLUEPRINT LLC	CnsltSvs/Instrctn/Dstrctwd	2,000.00
346768	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	1,540.75
346769	1	OCEANVIEW SCHOOL	Sub NPS /NPS /Dstrctwd	808.00
346770	1	ORANGE COUNTY DEPT OF EDUC	Tui:Cnty/IntrAgnc/Dstrctwd	33,438.19
346771	1	DANIELS TIRE SERVICE	Ppl Tran/PuplTran/Dstrctwd	3,175.50
346772	1	GEIGER WEST	InstMtls/Instrctn/Del Obis	75.19
346773	1	ORANGE COUNTY DEPT OF EDUC	Tui:Cnty/IntrAgnc/Dstrctwd	6,998.60
33 Purchase Orders				\$535,165.42

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....AUGUST 12, 2015

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

PO No.	Fund	Vendor	Description	Amount
5481	92	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	1,500.00
5482	95	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	10,000.00
5483	93	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	5,000.00
5484	97	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	5,000.00
5485	87	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	5,000.00
5486	89	DAVID TAUSSIG ASSOC INC	Legal /Fac Acq /Dstrctwd	40,000.00
6 Purchase Orders				\$66,500.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....AUGUST 12, 2015

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

PO No.	Fund	Vendor	Description	Amount
350117	1	ULINE	SpplsNonI/TIS /Dstrctwd	1,000.00
350118	1	ACER SERVICES CORPORATION	Rnt&Repr/TIS /Dstrctwd	2,000.00
350119	1	APPLE COMPUTER INC	Rnt&Repr/TIS /Dstrctwd	500.00
350120	1	DELL COMPUTER	Rnt&Repr/TIS /Dstrctwd	350.00
350121	1	PC PARTS PLUS	Rnt&Repr/TIS /Dstrctwd	750.00
350122	1	SEHI COMPUTER	Rntl:Oth/TIS /Dstrctwd	10,000.00
350123	1	ENET COMPONENTS INC	SpplsNonI/TIS /Dstrctwd	5,000.00
350124	1	DELL COMPUTER	SpplsNonI/TIS /Dstrctwd	1,000.00
350125	1	CDWG Inc	SpplsNonI/TIS /Dstrctwd	2,000.00
350126	1	EAGLE SOFTWARE	Serv& Op/TIS /Dstrctwd	61,785.00
350127	1	LYRIS TECHNOLOGIES INC	Serv& Op/TIS /Dstrctwd	3,006.15
350128	1	NEOPOST USA INC.	Rntl:Oth/Warehse /Dstrctwd	1,739.23
350129	1	STORAGE CONTAINER.COM	NonCapEq/Custodil/Dstrctwd	11,340.00
350130	1	ACTIVE NETWORK	Serv& Op/Bus/Fisc/Dstrctwd	2,096.25
350131	1	SMARDAN SUPPLY COMPANY	SpplsNonI/RR:Bldgs/Dstrctwd	28,000.00
350132	1	SUPPLY LINE BUILDING MATERIALS	SpplsNonI/RR:Bldgs/Dstrctwd	2,500.00
350133	1	DENAULT'S HARDWARE	SpplsNonI/RR:Bldgs/Dstrctwd	8,000.00
350134	1	NATIONAL READY MIXED CONCRETE	SpplsNonI/RR:Bldgs/Dstrctwd	1,500.00
350135	1	VISTA PAINT & WALLCOVERING	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
350136	1	HYDRO-SCAPE PRODUCTS INC	SpplsNonI/Op:Grnds/Dstrctwd	25,000.00
350137	1	LENNOX INDUSTRIES INC	NonCapEq/RR:Bldgs/Dstrctwd	30,000.00
350138	23	HUR FLOORING COMPANY	Serv& Op/Fac Acq /DHHS	26,932.00
350139	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Libr&Med/Dstrctwd	2,000.00
350140		VOID	VOID	0.00
350141	13	ECOLAB PEST ELIMINATION	CntrctFd/FoodServ/Dstrctwd	14,000.00
350142	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,618.78
350143	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	6,521.60
350144	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,140.55
350145	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,225.06
350146	1	STOTZ EQUIPMENT	F&EInstl/RR:Grnds/Dstrctwd	56,863.08
350147	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,068.99
350148	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,823.90
350149	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,139.60
350150	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,445.50
350151	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,543.36
350152	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,003.70
350153	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,185.23
350154	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,538.85
350155	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,656.67
350156	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	7,840.80
350157	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,215.83
350158	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	653.18
350159	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,783.75
350160	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,842.89
350161	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,051.17

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....AUGUST 12, 2015

PO No.	Fund	Vendor	Description	Amount
350162	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,165.15
350163	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,796.22
350164	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,607.98
350165	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	8,486.99
350166	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,468.11
350167	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,004.00
350168	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,273.21
350169	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,344.64
350170	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,069.88
350171	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,976.29
350172	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,344.54
350173	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	10,899.82
350174	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,918.61
350175	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	6,023.84
350176	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,515.55
350177	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,790.10
350178	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,230.71
350179	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	8,086.00
350180	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,877.47
350181	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,322.24
350182	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	652.31
350183	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	969.65
350184	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,207.65
350185	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	572.97
350186	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,762.99
350187	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	2,186.11
350188	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,057.80
350189	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,498.54
350190	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,807.07
350191	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	881.50
350192	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	440.75
350193	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,093.06
350194	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	572.97
350195	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	617.05
350196	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	2,291.89
350197	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,454.47
350198	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,234.09
350199	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,516.17
350200	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	2,732.64
350201	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	661.12
350202	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,234.09
350203	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	528.90
350204	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	969.65
350205	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,101.87
350206	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,798.25
350207	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	837.42
350208	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,401.58
350209	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,278.17
350210	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,322.24
350211	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,419.21

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....AUGUST 12, 2015

PO No.	Fund	Vendor	Description	Amount
350212	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,445.66
350213	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	3,235.09
350214	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,410.39
350215	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	2,071.52
350216	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	669.93
350217	1	US BANK	LTD : CE/Instrctn/VarSites	2,433,427.94
350218	1	COMMUNITY ROOTS	InLieuTx/Undesig /CommRoot	2,629,638.00
350219	1	CAPISTRANO CONNECTIONS ACADEMY	InLieuTx/Undesig /Connectn	12,737,293.00
350220	1	JOURNEY CHARTER SCHOOL	InLieuTx/Undesig /Journey	1,889,082.00
350221	1	OPPORTUNITY FOR LEARNING	InLieuTx/Undesig /Opp4Lrng	1,015,445.00
350222	1	OXFORD ACADEMY	InLieuTx/Undesig /Oxford	4,014,606.00
350223	1	ORANGE COUNTY DEPT OF EDUC	Op&Hskpg/Opr:Util/Dstrctwd	50,000.00
350224	1	TIME CLOCK SALES SERVICE	Rntl:Oth/Bus/Fisc/Dstrctwd	236.00
350225	1	BRINKS INC.	Serv& Op/Bus/Fisc/Dstrctwd	2,000.00
350226	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Bus/Fisc/Dstrctwd	3,700.00
350227	1	COMPREHENSIVE DRUG TESTING	Serv& Op/PuplTran/Dstrctwd	6,000.00
350228	1	THE TOLL ROADS	SpplsNonI/PuplTran/Dstrctwd	2,000.00
350229	1	SOUTH COAST FAMILY MEDI CENTER	Serv& Op/PuplTran/Dstrctwd	4,000.00
350230	1	CINTAS CORPORATION	SpplsNonI/PuplTran/Dstrctwd	3,500.00
350231	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	43,800.00
350232	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	9,225.00
350233	1	FLOCABULARY LLC	InstMtIs/Instrctn/LRMS	480.00
350234	68	IRON MOUNTAIN	Serv& Op/Enterprs/Dstrctwd	5,000.00
350235	1	LRP PUBLICATIONS	SpplsNonI/SupvAdmn/Dstrctwd	12,555.00
350236	1	DAVE BANG ASSOCIATES	Land Acq/Fac Acq /Serra	24,593.68
350237	14	DAVE BANG ASSOCIATES	F&EInstl/RR:Bldgs/Viejo	143,484.22
350238	14	DAVE BANG ASSOCIATES	F&EInstl/RR:Bldgs/Oak Grv	90,787.72
350239	1	COMMERCIAL AQUATIC SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	35,000.00
350240	1	TRIPLE A PUMPING & JETTING	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
350241	1	EPIC MACHINES INC.	Serv& Op/TIS /Dstrctwd	142,532.50
350242	1	PACIFIC PLUMBING COMPANY OF	Rntl:Oth/RR:Bldgs/Dstrctwd	125,000.00
350243	1	PACWEST AIR FILTER LLC	SpplsNonI/RR:Bldgs/Dstrctwd	55,000.00
350244	1	WAXIE	SpplsNonI/Custodil/Dstrctwd	100,000.00
350245	14	DAVE BANG ASSOCIATES	F&EInstl/RR:Bldgs/Oak Grv	187,792.59
350246	1	RELIANCE COMMUNICATIONS LLC	Serv& Op/TIS /Dstrctwd	83,052.80
350247	14	WENGER CORPORATION	Bldg Imp/Fac Acq /SCHS	12,928.36
350248	1	EPIC MACHINES INC.	Serv& Op/TIS /Dstrctwd	83,272.36
350249	1	IPARADIGMS LLC	Serv& Op/TIS /Dstrctwd	36,154.80
350250	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Dstrctwd	145,000.00
350251	1	GLEN PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	25,000.00
350252	1	STORAGE CONTAINER.COM	Rntl:Oth/Custodil/Dstrctwd	2,500.00
350253	1	UNITED STATES POSTAL SERVICE	Cmmnctns/Warehse /Dstrctwd	120,000.00
350254	1	ULINE	SpplsNonI/Warehse /Dstrctwd	5,000.00
350255	1	MISSION VIEJO POST OFFICE	Cmmnctns/Warehse /Dstrctwd	10,000.00
350256	1	PITNEY BOWES/PRESORT SERVICES	Cmmnctns/Warehse /Dstrctwd	7,500.00
350257	1	UNITED RENTALS	SpplsNonI/Warehse /Dstrctwd	1,000.00
350258	1	OVER NIGHT NUMBERING	Serv& Op/Grph Art/Dstrctwd	2,000.00
350259	1	COASTAL BLUE	SpplsNonI/Grph Art/Dstrctwd	300.00
350260	1	RUFFS SAW SERVICE	Rntl:Oth/Grph Art/Dstrctwd	300.00
350261	1	SPICERS PAPER CO	SpplsNonI/Grph Art/Dstrctwd	60,000.00

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2015-16 *****
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PO No.	Fund	Vendor	Description	Amount
350262	1	KELLY PAPER COMPANY	SpplsNonI/Grph Art/Dstrctwd	60,000.00
350263	1	GRAPHIC SYSTEMS/PRINTERS MAIL	SpplsNonI/Grph Art/Dstrctwd	4,000.00
350264	1	STAPLES ADVANTAGE	SpplsNonI/Grph Art/Dstrctwd	500.00
350265	69	CIGNA	Serv& Op/Enterprs/Dstrctwd	665,000.00
350266	69	CIGNA	Serv& Op/Enterprs/Dstrctwd	240,000.00
350267	69	CAPISTRANO UNIFIED SCHOOL DIST	Serv& Op/Enterprs/Dstrctwd	4,000,000.00
350268	69	UNUM	Serv& Op/Enterprs/Dstrctwd	150,000.00
350269	69	MEBA C/O	Serv& Op/Enterprs/Dstrctwd	46,000,000.00
350270	69	MEBA C/O	Serv& Op/Enterprs/Dstrctwd	225,000.00
350271	70	CAPISTRANO USD	P/Yr Clm/Undesig /Dstrctwd	543,750.00
			Serv& Op/Enterprs/Dstrctwd	181,250.00
350272	68	CORVEL ENTERPRISE COMP INC	Serv& Op/Enterprs/Dstrctwd	500,000.00
			P/Yr Clm/Undesig /Dstrctwd	3,000,000.00
350273	1	MERCURY DISPOSAL SYSTEM INC.	Serv& Op/Saf&Trng/Dstrctwd	10,000.00
350274		VOID	VOID	0.00
350275	1	OFFICE DEPOT	SpplsNonI/SupvAdmn/Dstrctwd	2,000.00
350276	1	ASSOC SCHOOL ADMINISTRATORS	Dues&Mmb/Supt /Dstrctwd	2,304.40
350277	12	DAVID GRANT INC	SpplsNonI/Sch Adm /Dstrctwd	543.60
350278	1	THOUSAND PINES OUTDOOR SCHOOL	FieldTrp/Instrctn/Palisade	19,351.50
350279	11	ADMINISTRATIVE SOFTWARE	Serv& Op/Instrctn/Dstrctwd	6,080.00
350280	1	CAL SCHOOL PUBLIC RELATIONS	Dues&Mmb/Pub Info/Dstrctwd	123.75
350281	1	CODESP	Dues&Mmb/Prsnl:HR/Dstrctwd	1,850.00
350282	1	NAPT	Dues&Mmb/PuplTran/Dstrctwd	100.00
350283	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	35.00
350284	1	UC REGENTS	CnfrNonI/Instrctn/Las Palm	350.00
350285	1	UC REGENTS	CnfrNonI/Instrctn/Las Palm	525.00
350286	1	UC REGENTS	Conf:Ins/Instrctn/Las Palm	2,100.00
			CnfrNonI/Sch Adm /Las Palm	700.00
350287	1	UC REGENTS	CnfrNonI/Sch Adm /Las Palm	500.00
350288	1	UC REGENTS	Conf:Ins/Instrctn/Kinoshta	2,800.00
350289	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/San Juan	200.00
350290		VOID	VOID	0.00
350291	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/San Juan	200.00
350292	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Viejo	85.00
350293	1	OCDE/AP IN THE OC	Conf:Ins/Instrctn/CVHS	1,550.00
350294	1	UC REGENTS	CnfrNonI/AcadmAdv/ANHS	120.00
350295	1	UC REGENTS	CnfrNonI/AcadmAdv/ANHS	180.00
350296	1	UC REGENTS	Conf:Ins/Instrctn/CVHS	240.00
350297	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	215.00
350298	1	PRINT & FINISHING SOLUTIONS	Rntl:Oth/Grph Art/Dstrctwd	3,000.00
350299	1	INTERNATIONAL BACCALAUREATE	Serv& Op/Instrctn/CVHS	11,090.00
350300	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	180.00
350301	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	195.00
350302	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Malcom	1,600.00
350303	1	CA STATE UNIVERSITY FULLERTON	CnfrNonI/AcadmAdv/ANHS	225.00
350304		VOID	VOID	0.00
350305	1	MARYGRACE M SALYERS	Serv& Op/Bus/Fisc/Dstrctwd	55,000.00
350306	1	CA STATE UNIVERSITY FULLERTON	Conf:Ins/Instrctn/CVHS	300.00
350307	1	S.T.A.R. ACADEMY	CnsltSvs/Instrctn/Dstrctwd	7,500.00
350308	1	CSU CHANNEL ISLANDS	CnfrNonI/AcadmAdv/ANHS	150.00

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PO No.	Fund	Vendor	Description	Amount
350309	1	HETAC IN SERVICE	Conf:Ins/Instrctn/Serra	190.00
350310	1	CHRISTINE STEIN	CnsltNon/Spch Aud/Dstrctwd	2,500.00
350311	1	MAILFINANCE INC DBA	Rntl:Oth/Warehse /Dstrctwd	11,431.24
350312	1	THOUSAND PINES OUTDOOR SCHOOL	FieldTrp/Instrctn/Bergeson	15,616.80
350313	12	CONTROLTEC INC	Serv& Op/Sch Adm /Dstrctwd	14,073.36
350314	1	FEDERAL EXPRESS CORP	Cmmnctns/Warehse /Dstrctwd	12,000.00
350315	1	DELL COMPUTER	NonCapEq/Instrctn/Dstrctwd	8,605.26
350316	1	SHRED-IT US JV LLC	Serv& Op/Warehse /Dstrctwd	7,500.00
350317	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/Warehse /Dstrctwd	14,000.00
350318	1	PRINT & FINISHING SOLUTIONS	Rntl:Oth/Grph Art/Dstrctwd	6,056.00
350319	1	PRUDENTIAL OVERALL SUPPLY	Serv& Op/Grph Art/Dstrctwd	1,800.00
350320	1	BJ BINDERY	Serv& Op/Grph Art/Dstrctwd	12,000.00
350321	1	ONE STOP BINDERY	Serv& Op/Grph Art/Dstrctwd	35,000.00
350322	12	THOMSON REUTERS/BARCLAYS	Serv& Op/Sch Adm /Dstrctwd	150.00
350323	1	CUSD	Serv& Op/PuplTran/Dstrctwd	300,000.00
350324	1	DORRIS, GARY AND JILL	Serv& Op/SEOthIns/Dstrctwd	2,420.00
350325	1	CONDIE, JOSHUA AND CAROL	Serv& Op/SDCInstr/Dstrctwd	15,750.00
			Serv& Op/PsychSer/Dstrctwd	500.00
350326	1	AUGUSTIN EGELSEE LLP	Legal /SupvAdmn/Dstrctwd	15,000.00
350327	1	KENNEY, ROBERT AND MARIE	Serv& Op/Aid:Inst/Dstrctwd	15,000.00
350328	1	ORANGE COUNTY REGISTER	Serv& Op/Pub Info/Dstrctwd	2,000.00
350329	1	ASSETGENIE INC	NonCapEq/Instrctn/Dstrctwd	936.90
350330	1	FINELT, MICHAEL AND VICKI	Legal /SupvAdmn/Dstrctwd	8,000.00
			Serv& Op/SEOthIns/Dstrctwd	23,600.00
350331	1	TECH4LEARNING	InstMtls/Instrctn/Malcom	515.00
350332	1	LEARNING A-Z	InstMtls/Instrctn/ArroyoEl	79.95
350333	1	HOTMATH INC	Serv& Op/Instrctn/ArroyoMS	285.00
350334	1	READ NATURALLY	Serv& Op/Instrctn/Dstrctwd	1,368.05
350335	1	VER SALES INC.	SpplsNonI/RR:Bldgs/Dstrctwd	500.00
350336	1	ACUITY SPECIALTY PRODUCTS INC	Ppl Tran/PuplTran/Dstrctwd	5,000.00
350337	14	CULVER-NEWLIN	Bldg Imp/Fac Acq /SCHS	47,517.84
350338	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /CVHS	2,808.54
350339	1	FAMILY CRISIS INTERNATIONAL	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	10,001.00
350340	14	BARRETT-ROBINSON INC	Bldg Imp/Fac Acq /SCHS	3,095.00
350341	14	WENGER CORPORATION	Bldg Imp/Fac Acq /LFMS	5,734.00
350342	1	A Z BUS SALES INC	Ppl Tran/PuplTran/Dstrctwd	40,000.00
350343	1	CULVER-NEWLIN	SpplsNonI/Pup Serv/CVHS	600.48
350344	1	BATTERY SYSTEMS OF ANAHEIM	Ppl Tran/PuplTran/Dstrctwd	2,000.00
350345	68	CULVER-NEWLIN	SpplsNonI/Enterprs/Dstrctwd	5,000.00
350346	1	CULVER-NEWLIN	InstMtls/Instrctn/DJAMS	994.03
350347	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /LadraElm	300.24
350348	1	VAVRINEK TRINE DAY & CO LLP	Serv& Op/M-R Reim/Dstrctwd	10,000.00
350349	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /DJAMS	600.48
350350	1	SCHOOL SERVICES OF CALIFORNIA	Serv& Op/Bus/Fisc/Dstrctwd	3,540.00
			SpplsNonI/Bus/Fisc/Dstrctwd	600.00
350351	68	KEENAN & ASSOCIATES	Serv& Op/Enterprs/Dstrctwd	187,036.00
350352	25	DECISIONINSITE LLC	Serv& Op/Fac Acq /Dstrctwd	38,900.00
350353	1	DEPARTMENT OF GENERAL SERVICES	Serv& Op/Prsnl:HR/Dstrctwd	48,000.00
350354	1	BARRETT-ROBINSON INC	Rntl:Oth/RR:Bldgs/ArroyoEl	2,950.00

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PO No.	Fund	Vendor	Description	Amount
350355	1	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	2,309.94
350356	1	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	4,088.42
350357	1	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,705.83
350358	1	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,274.21
350359		VOID	VOID	0.00
350360	1	BANK OF AMERICA NATIONAL	Debt Ser/Dbt Serv/Dstrctwd	44,450.46
			Debt-Int/Dbt Serv/Dstrctwd	5,365.14
350361	1	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/Dstrctwd	6,041.23
350362	1	WINNER CHEVROLET INC.	F&EInstl/RR:Bldgs/Dstrctwd	173,440.88
350363		VOID	VOID	0.00
350364		VOID	VOID	0.00
350365	1	SCHOOL LOOP	Serv& Op/Instrctn/MFMS	500.00
350366	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	1,662.45
350367	1	AMT SYSTEMS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	1,000.00
350368	1	ADVANTAGE RADIATOR	Rntl:Oth/PuplTran/Dstrctwd	12,060.00
			Rntl:Oth/Dist Veh/Dstrctwd	5,940.00
350369	1	CAL-STATE AUTO PARTS INC	Ppl Tran/PuplTran/Dstrctwd	17,500.00
			SpplsNonI/Dist Veh/Dstrctwd	7,500.00
350370	1	AMERICAN LOGISTICS COMPANY LLC	Serv& Op/PuplTran/Dstrctwd	250,000.00
350371	1	TARGETSUCCESS INC	Serv& Op/Prsnl:HR/Dstrctwd	19,000.00
350372	1	INVO HEALTHCARE ASSOCIATES LLC	NPA /NPA /Dstrctwd	25,000.00
350373	1	TARGETSUCCESS INC	Serv& Op/Prsnl:HR/Dstrctwd	5,872.74
350374	1	CINTAS CORPORATION #640	Serv& Op/PuplTran/Dstrctwd	18,000.00
350375	1	CLEAN ENERGY	Ppl Tran/PuplTran/Dstrctwd	100,000.00
350376	1	DENAULT'S HARDWARE	Ppl Tran/PuplTran/Dstrctwd	3,000.00
350377	1	EDUCATIONAL BASED SERVICES INC	NPA /NPA /Dstrctwd	24,999.00
			Sub NPA /NPA /Dstrctwd	5,001.00
350378	1	EASY WAY SAFETY SERVICES	Ppl Tran/PuplTran/Dstrctwd	6,000.00
350379	1	FACTORY MOTOR PARTS	Ppl Tran/PuplTran/Dstrctwd	2,500.00
			SpplsNonI/Dist Veh/Dstrctwd	2,500.00
350380	1	ORANGE COUNTY THERAPY SERVICE	NPA /NPA Hlth/Dstrctwd	24,999.00
			Sub NPA /NPA Hlth/Dstrctwd	75,001.00
350381	1	FREEWAY AUTO SUPPLY & MACHINE	Ppl Tran/PuplTran/Dstrctwd	7,000.00
			SpplsNonI/Dist Veh/Dstrctwd	7,000.00
350382	1	FRICTION MATERIALS CO.	Ppl Tran/PuplTran/Dstrctwd	80,000.00
350383	1	INTERSTATE BATTERIES	Ppl Tran/PuplTran/Dstrctwd	15,075.00
			SpplsNonI/Dist Veh/Dstrctwd	7,425.00
350384	1	IPC USA	Ppl Tran/PuplTran/Dstrctwd	693,000.00
			SpplsNonI/Dist Veh/Dstrctwd	207,000.00
350385	1	IMAGE WORKS	Rnt&Repr/Libr&Med/Dstrctwd	760.00
350386	1	ARTESIA SAWDUST	SpplsNonI/Op:Grnds/Dstrctwd	2,000.00
350387	1	DM COLOR EXPRESS	SpplsNonI/Op:Grnds/Dstrctwd	6,000.00
350388	1	SIERRA SOIL	SpplsNonI/Op:Grnds/Dstrctwd	5,000.00
350389	1	VAUGHN IRRIGATION SERVICES INC	Rntl:Oth/RR:Grnds/Dstrctwd	10,000.00
350390	1	VORTEX	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
350391	1	SOUND IMAGE	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
350392	1	WESTERN ILLUMINATED PLASTIC	SpplsNonI/RR:Bldgs/Dstrctwd	4,000.00
350393	1	CINTAS CORPORATION	SpplsNonI/RR:Bldgs/Dstrctwd	4,000.00
350394	1	COAST RECREATION INC	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
350395	1	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/RR:Bldgs/Dstrctwd	5,000.00

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PO No.	Fund	Vendor	Description	Amount
350396	1	IMAGE 2000	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
350397	1	MAR VAC ELECTRONICS	SplsNonI/RR:Bldgs/Dstrctwd	1,000.00
350398	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
350399	1	ORANGE COUNTY FIRE AUTHORITY	Serv& Op/RR:Bldgs/Dstrctwd	2,000.00
350400	1	RECREATION BY DESIGN	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
350401	1	PYRAMID WIRE & CABLE INC.	SplsNonI/RR:Bldgs/Dstrctwd	1,500.00
350402		VOID	VOID	0.00
350403	1	SOUTH COAST AIR QUALITY MGMT	Serv& Op/RR:Bldgs/Dstrctwd	5,000.00
350404	1	TIFCO INDUSTRIES	SplsNonI/RR:Bldgs/Dstrctwd	3,500.00
350405	1	AT&T	Cmmnctns/DW Unrst/Dstrctwd	500.00
350406	1	BEE MAN	Rntl:Oth/RR:Bldgs/Dstrctwd	8,000.00
350407	1	CENTER FOR MATHEMATIC & TEACHI	K-8Textb/Instrctn/Dstrctwd	133,812.00
350408	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	6,675.70
350409	1	HOUGHTON MIFFLIN CO	9-12Text/Instrctn/Dstrctwd	16,250.00
350410	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	3,122.28
350411	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	2,916.00
350412	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	243.00
350413	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	243.00
350414	1	SUPERIOR TEXT	9-12Text/Instrctn/Dstrctwd	6,396.08
350415	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	561.60
350416	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	1,737.29
350417	1	CENGAGE LEARNING	9-12Text/Instrctn/Dstrctwd	495.31
350418	1	VISTA HIGHER LEARNING	9-12Text/Instrctn/Dstrctwd	2,247.57
350419	1	VISTA HIGHER LEARNING	9-12Text/Instrctn/Dstrctwd	2,916.53
350420	1	VISTA HIGHER LEARNING	9-12Text/Instrctn/Dstrctwd	2,212.54
350421	1	VISTA HIGHER LEARNING	9-12Text/Instrctn/Dstrctwd	2,514.25
350422	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	8,404.56
350423	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	1,162.40
350424	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	398.30
350425	1	SUPERIOR TEXT	9-12Text/Instrctn/Dstrctwd	1,680.26
350426	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	4,183.92
350427	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	1,027.08
350428	1	WAYSIDE PUBLISHING	9-12Text/Instrctn/Dstrctwd	1,273.55
350429	1	PEARSON EDUCATION INC	9-12Text/Instrctn/Dstrctwd	1,377.72
350430	1	OXFORD UNIV PRESS	9-12Text/Instrctn/Dstrctwd	2,926.40
350431	1	OXFORD UNIV PRESS	9-12Text/Instrctn/Dstrctwd	1,829.00
350432	1	CHENG & TSUI CO INC	9-12Text/Instrctn/Dstrctwd	200.55
350433	1	MCGRAW-HILL SCHOOL EDUCATION	9-12Text/Instrctn/Dstrctwd	2,347.93
350434	1	MCGRAW-HILL SCHOOL EDUCATION	9-12Text/Instrctn/Dstrctwd	1,879.14
350435	1	MCGRAW-HILL SCHOOL EDUCATION	9-12Text/Instrctn/Dstrctwd	2,836.63
350436	1	PEARSON EDUCATION INC	9-12Text/Instrctn/Dstrctwd	4,569.64
350437	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,794.99
350438	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,262.92
350439	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,546.54
350440	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	5,762.50
350441	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	441.68
350442	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,663.86
350443	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,939.91
350444	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	759.13
350445	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,553.44

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350446	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	7,087.53
350447	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	3,664.54
350448	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,621.78
350449	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	3,561.02
350450	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,415.42
350451	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,932.34
350452	14	CULVER-NEWLIN	Bldg Imp/Fac Acq /SCHS	16,351.09
350453	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,608.65
350454	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	3,036.53
350455	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	5,244.91
350456	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,484.43
350457	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,718.40
350458	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,332.61
350459	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,780.51
350460	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,070.36
350461	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	3,857.77
350462	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	4,968.86
350463	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	3,326.38
350464	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	3,347.08
350465	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	4,796.33
350466	14	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/LRMS	8,346.24
350467	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,422.32
350468	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	966.17
350469	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	4,996.47
350470	14	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/LRMS	3,180.97
350471	14	KYA SURFACING LLC	Rntl:Oth/RR:Bldgs/LRMS	7,145.28
350472	1	GARCIA, IRMA R.	CnsltNon/GuiCnsl/Dstrctwd	20,000.00
			SubNonCn/GuiCnsl/Dstrctwd	20,000.00
350473	1	CUSTOMIZED VISION CARE	CnsltNon/HlthServ/Dstrctwd	2,000.00
350474	1	DORES, PAUL ALAN	CnsltNon/PsychSer/Dstrctwd	5,000.00
350475	1	SOLIAANT HEALTH INC	CnsltSvs/Aid:Inst/Dstrctwd	20,000.00
			SubInCon/Aid:Inst/Dstrctwd	20,000.00
350476	1	SOLIAANT HEALTH INC	CnsltSvs/Aid:Inst/Dstrctwd	20,000.00
350477	1	READ NATURALLY	InstMtls/Instrctn/Hiddn Hl	1,999.40
350478	1	BUSWEST	Ppl Tran/PuplTran/Dstrctwd	80,000.00
350479	1	CROWN VALLEY TRANSMISSION	Rntl:Oth/PuplTran/Dstrctwd	15,300.00
			Rntl:Oth/Dist Veh/Dstrctwd	29,700.00
350480	1	MOBILE FLEET WASH	Serv& Op/PuplTran/Dstrctwd	20,000.00
350481	1	NATIONWIDE FIRE PROTECTION	Serv& Op/PuplTran/Dstrctwd	3,000.00
350482	13	MEDTECH	OpSupp /FoodServ/Dstrctwd	170.66
350483	1	NEW PIG	Serv& Op/Dist Veh/Dstrctwd	2,000.00
350484	1	PACIFIC GO NATURAL GAS	Ppl Tran/PuplTran/Dstrctwd	10,000.00
350485	13	GALASSO'S BAKERY	FdPrshbl/FoodServ/Dstrctwd	100,000.00
350486	13	A & R WHOLESALE DISTRIBUTORS	Food Dry/FoodServ/Dstrctwd	1,300,000.00
350487	1	PAINT STORE	Ppl Tran/PuplTran/Dstrctwd	3,500.00
350488	1	PARKHOUSE TIRE INC.	Ppl Tran/PuplTran/Dstrctwd	80,000.00
350489	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	652.31
350490	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,762.99
350491	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	21,000.00

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PO No.	Fund	Vendor	Description	Amount
350492	1	DRIVELINES INCORPORATED	Rntl:Oth/PuplTran/Dstrctwd	1,920.00
			Rntl:Oth/Dist Veh/Dstrctwd	480.00
350493	1	PRAXAIR	SpplsNonI/PuplTran/Dstrctwd	1,500.00
350494	1	RINCON TRUCK PARTS	Ppl Tran/PuplTran/Dstrctwd	29,946.00
			Rntl:Oth/PuplTran/Dstrctwd	10,143.00
			Rntl:Oth/Dist Veh/Dstrctwd	8,211.00
350495	1	WILLIAMS, MATTHEW	CnsltSvs/Aid:Inst/Dstrctwd	10,000.00
350496	1	HEAR NOW ABRAMSON AUDIOLOGY	NPA /Spch Aud/Dstrctwd	20,749.17
			Sub NPA /Spch Aud/Dstrctwd	10,001.00
			CnsltNon/Spch Aud/Dstrctwd	4,249.83
350497	1	HEAR NOW ABRAMSON AUDIOLOGY	NPA /Spch Aud/Dstrctwd	2,000.00
350498	1	BEACH CITIES GLASS INC	Rntl:Oth/PuplTran/Dstrctwd	1,500.00
			Rntl:Oth/Dist Veh/Dstrctwd	1,500.00
350499	1	ORANGE COAST PETRO EQUIP	Rntl:Oth/PuplTran/Dstrctwd	2,000.00
350500	1	PRIDESTAFF INC.	Serv& Op/Prsnl:HR/Dstrctwd	10,200.00
			Serv& Op/SupvAdmn/Dstrctwd	19,800.00
350501	1	APPLE COMPUTER INC	SpplsNonI/Oper:O/H/Dstrctwd	3,779.89
350502	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/FNMS	1,750.00
350503	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/AVMS	400.00
350504	1	SAN JOAQUIN CTY OFFICE OF EDUC	Serv& Op/Prsnl:HR/Dstrctwd	6,054.12
350505	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SMS	1,000.00
350506	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DJAMS	2,000.00
350507	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/AVMS	3,600.00
350508	1	STN MEDIA	CnfrNonI/PuplTran/Dstrctwd	401.75
350509	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	600.00
350510	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	600.00
350511	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DHHS	500.00
350512	1	BACKSEAT DRIVER & ASSOC INC	Serv& Op/Instrctn/Dstrctwd	2,400.00
350513	1	COMPLETE OFFICE OF CA	SpplsNonI/RR:Bldgs/Dstrctwd	2,500.00
350514	1	ENET COMPONENTS INC	SpplsNonI/TIS /Dstrctwd	460.89
350515	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Purch /Dstrctwd	276.48
350516	1	INTERNATIONAL BACCALAUREATE	Conf:Ins/Instrctn/SCHS	1,478.00
350517	1	UC REGENTS	CnfrNonI/Instrctn/Las Palm	700.00
350518	1	EMERALD COVE OUTDOOR SCIENCE	FieldTrp/Instrctn/Oak Grv	47,880.00
350519	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/SCHS	19,418.40
350520	1	MAACO COLLISION REPAIR & AUTO	Rntl:Oth/PuplTran/Dstrctwd	29,752.80
			Rntl:Oth/Dist Veh/Dstrctwd	8,887.20
350521	1	CLEAR SOURCE IT	NonCapEq/TIS /Dstrctwd	1,898.42
350522	1	COMPLETE OFFICE OF CA	SpplsNonI/Pub Info/Dstrctwd	1,500.00
350523	1	CORONA-NORCO UNIFIED SCH	Dues&Mmb/TIS /Dstrctwd	400.00
350524	1	VERNON LIBRARY SUPPLIES INC	9-12Text/Instrctn/Dstrctwd	1,224.82
350525	1	MORRIS, ROBIN LEE	CnsltNon/PsychSer/Dstrctwd	8,000.00
350526	1	BAYSCAN	9-12Text/Instrctn/Dstrctwd	2,462.93
350527	1	PRO-ACTIVE SAFETY SUPPLY	SpplsNonI/PuplTran/Dstrctwd	5,000.00
350528	1	SAFETY KLEEN CORP	Serv& Op/Saf&Trng/Dstrctwd	8,000.00
350529	1	RED WING SHOE STORE	SpplsNonI/PuplTran/Dstrctwd	3,025.00
350530	1	SOUTHERN COUNTIES LUBRICANTS	Ppl Tran/PuplTran/Dstrctwd	16,072.80
			SpplsNonI/Dist Veh/Dstrctwd	5,647.20
350531	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	15,000.00
350532	1	STARBUCK TRUCK REFINISHING INC	Rntl:Oth/PuplTran/Dstrctwd	15,000.00

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PO No.	Fund	Vendor	Description	Amount
350533	1	STATE WATER RESOURCE CTRL BRD	Serv& Op/Dist Veh/Dstrctwd	3,600.00
350534	1	CAPIO	Dues&Mmb/Pub Info/Dstrctwd	225.00
350535	1	UNIQUE SWEEPING	Rntl:Oth/PuplTran/Dstrctwd	4,000.00
350536	1	TOXGUARD FLUID TECHNOLOGIES	SpplsNonI/Dist Veh/Dstrctwd	5,000.00
350537	1	SAN DIEGO COUNTY	Serv& Op/Dist Veh/Dstrctwd	10,000.00
350538	1	UNITED TRANSMISSION EXCHANGE	Ppl Tran/PuplTran/Dstrctwd	12,000.00
350539	1	Q FENCE AND FABRICATION	Rntl:Oth/RR:Grnds/Dstrctwd	28,170.00
350540	1	POWERLAND EQUIPMENT INC.	NonCapEq/RR:Grnds/Dstrctwd	722.59
350541	1	STOTZ EQUIPMENT	NonCapEq/RR:Grnds/Dstrctwd	614.52
350542	1	MUSEUM OF MAKING MUSIC	FieldTrp/Instrctn/Las Palm	750.00
350543	1	UC REGENTS	CnfrNonI/SupvAdmn/Dstrctwd	500.00
350544	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/OsoGrand	66,795.00
350545	1	RADZINS, JOHN & MEREDITH	Serv& Op/PuplTran/Dstrctwd	5,700.00
350546	1	QUALITY TOWING	Serv& Op/PuplTran/Dstrctwd	5,000.00
			Serv& Op/Dist Veh/Dstrctwd	5,000.00
350547	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Pub Info/Dstrctwd	500.00
350548	1	CLEAR SOURCE IT	NonCapEq/TIS /Dstrctwd	3,080.16
350549	1	EPIC MACHINES INC.	NonCapEq/TIS /Dstrctwd	1,820.29
350550	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	21,535.53
350551	1	ECS IMAGING INCORPORATED	Serv& Op/TIS /Dstrctwd	4,156.50
			Serv& Op/Pup Serv/Dstrctwd	4,156.50
350552	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	4,513.50
350553	1	SMOG EXPRESS	Serv& Op/PuplTran/Dstrctwd	2,520.00
			Serv& Op/Dist Veh/Dstrctwd	3,480.00
350554	1	ASSETGENIE INC	SpplsNonI/TIS /Dstrctwd	750.00
350555	1	ENET COMPONENTS INC	SpplsNonI/TIS /Dstrctwd	486.00
350556	1	STEWART AND ASSOC INC	Rntl:Oth/Op:Grnds/Dstrctwd	170,000.00
350557	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	26,889.84
350558	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	6,393.60
350559	1	CONSOLIDATED ELECTRICAL DISTR	SpplsNonI/RR:Bldgs/Dstrctwd	63,000.00
350560	1	ACOUSTICAL MATERIAL SERVICES	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
350561	1	ALPHA SOUND AND LIGHTING	SpplsNonI/RR:Bldgs/Dstrctwd	5,000.00
350562	1	ASSA ABLOY ENTRANCE SYSTEM INC	Rntl:Oth/RR:Bldgs/Dstrctwd	1,000.00
350563		VOID	VOID	0.00
350564	1	COSTCO S.J.C.	St Rcpts/Undesig /Dstrctwd	63,603.79
350565	1	COMPLETE OFFICE OF CA	SpplsNonI/Bus/Fisc/Dstrctwd	1,000.00
350566	1	WON-DOOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	1,000.00
350567	1	SOUTH COAST FIRE PROTECTION	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
350568	1	LESLIE'S POOL SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
350569	1	HYDRO-SCAPE PRODUCTS INC	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
350570	1	TARGET SPECIALTY PROD	SpplsNonI/Op:Grnds/Dstrctwd	5,000.00
350571	1	SADDLEBACK MATERIALS COMPANY	SpplsNonI/Op:Grnds/Dstrctwd	500.00
350572	1	DITCH WITCH OF SO CALIF	Rntl:Oth/Op:Grnds/Dstrctwd	1,000.00
350573	1	CORONA CLAY CO	SpplsNonI/Op:Grnds/Dstrctwd	1,200.00
350574	1	SPARTAN TOOL DIVISION	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
350575	1	PRAXAIR	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
350576	1	B&B METALS INC.	SpplsNonI/RR:Bldgs/Dstrctwd	2,500.00
350577	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/ArroyoEl	24.50
350578	1	CLEAR SOURCE IT	Serv& Op/TIS /Dstrctwd	9,207.60
350579	68	CORVEL ENTERPRISE COMP INC	Serv& Op/Enterprs/Dstrctwd	335,008.00

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PO No.	Fund	Vendor	Description	Amount
350580	1	ECOLOGY TIRE	Serv& Op/PuplTran/Dstrctwd	2,000.00
350581	23	LETNER ROOFING CO	BI:Other/Fac Acq /SMS	100,000.00
350582	1	UNITRAX	Rntl:Oth/PuplTran/Dstrctwd	7,800.00
			Rntl:Oth/Dist Veh/Dstrctwd	5,200.00
350583	1	DENAULT'S HARDWARE	SplsNonI/Op:Grnds/Dstrctwd	1,000.00
350584	1	P.W. GILLIBRAND CO. INC.	SplsNonI/Op:Grnds/Dstrctwd	2,500.00
350585	1	STOTZ EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	1,000.00
350586	1	UNITED WATER WORKS INC.	SplsNonI/Op:Grnds/Dstrctwd	1,500.00
350587	1	SUPPLYWORKS	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
350588	1	COUNTY OF ORANGE	Rntl:Oth/Op:Grnds/Dstrctwd	6,000.00
350589	1	JOSTENS	SplsNonI/Pub Info/Dstrctwd	2,482.42
350590	12	SOFTERWARE INC	Serv& Op/Sch Adm /Dstrctwd	144.00
350591	1	CARD INTEGRATORS	Serv& Op/PuplTran/Dstrctwd	772.54
350592	1	CBT NUGGETS LLC	Serv& Op/TIS /Dstrctwd	3,998.00
350593	1	IDEAL COMPUTER SOUTH INC	Serv& Op/TIS /Dstrctwd	6,870.00
350594	12	WELCH ALLYN PRODUCT SERVICE	SplsNonI/HlthServ/Dstrctwd	550.00
350595	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	466.32
350596	1	ENET COMPONENTS INC	CompTech/TIS /Dstrctwd	583.20
350597	1	MINISOFT INC	Serv& Op/TIS /Dstrctwd	4,200.00
350598	1	WARE GROUP, THE	Serv& Op/Instrctn/Ambuehl	7,500.00
350599	1	REPAIRZOOM	Rntl:Oth/Sch Adm /Dstrctwd	2,000.00
350600	1	REPAIRZOOM	Rnt&Repr/SE0thIns/Dstrctwd	3,000.00
350601	1	EDUPOINT EDUCATIONAL SYSTEMS	Serv& Op/SupvAdmn/Dstrctwd	40,196.67
350602	1	PERMA-BOUND	K-12Text/Instrctn/SJHHS	1,366.74
350603	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/MFMS	6,533.78
350604	1	BATTERIES PLUS	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
350605	1	GAMETIME	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
350606	1	ORANGE COUNTY HEALTH AGENCY	Serv& Op/RR:Bldgs/Dstrctwd	2,000.00
350607	1	PLAYPOWER LT FAMINGTON INC.	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
350608	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,311.23
350609	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	16,323.12
350610	1	ELAN PUBLISHING CO INC	St Rcpts/Undesig /Dstrctwd	1,614.60
350611	1	EVERYTHING MEDICAL LLC	St Rcpts/Undesig /Dstrctwd	3,244.69
350612	1	SHAMROCK SUPPLY CO INC	St Rcpts/Undesig /Dstrctwd	1,723.90
350613	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,794.99
350614	1	EMC PARADIGM PUBLISHING	InstMtls/Instrctn/DHHS	8,704.86
350615	1	COUNTY OF ORANGE	Serv& Op/RR:Bldgs/Dstrctwd	2,500.00
350616	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/Prsnl:HR/Dstrctwd	855.36
350617	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	358.56
350618	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/Dstrctwd	727.92
350619	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SE0thIns/Dstrctwd	363.96
350620	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/SupvAdmn/Dstrctwd	2,164.32
350621	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/AVMS	745.20
350622	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SE0thIns/Dstrctwd	383.40
350623	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/CVHS	13,802.40
350624	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/VDMMMS	383.40
350625	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/DJAMS	1,162.08
350626	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/DJAMS	1,821.96
350627	11	OFFICE DEPOT	InstMtls/Instrctn/Dstrctwd	3,000.00
350628	1	OFFICE DEPOT	InstMtls/Instrctn/ANHS	5,000.00

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PO No.	Fund	Vendor	Description	Amount
350629	1	OFFICE DEPOT	InstMtls/Instrctn/AVMS	500.00
			SplsNonI/Sch Adm /AVMS	500.00
350630	1	OFFICE DEPOT	SplsNonI/Sch Adm /Ambuehl	1,000.00
350631	1	OFFICE DEPOT	InstMtls/Instrctn/BAMS	1,000.00
350632	1	OFFICE DEPOT	InstMtls/Instrctn/Castille	1,000.00
350633	1	OFFICE DEPOT	InstMtls/Instrctn/Tesoro	15,000.00
350634	1	IMAGE 2000	InstMtls/Instrctn/AVMS	250.00
			SplsNonI/Sch Adm /AVMS	250.00
350635	1	IMAGE 2000	InstMtls/Instrctn/Castille	200.00
350636	1	IMAGE 2000	InstMtls/Instrctn/Palisade	1,500.00
350637	1	IMAGE 2000	InstMtls/Instrctn/Reilly	2,500.00
350638	1	IMAGE 2000	InstMtls/Instrctn/VdelMarE	3,000.00
350639	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/CVHS	1,500.00
350640	1	FISHER SCIENTIFIC	InstMtls/Instrctn/CVHS	2,500.00
350641	1	BIO RAD LABORATORIES	InstMtls/Instrctn/CVHS	500.00
350642	1	REEL LUMBER	InstMtls/Instrctn/FNMS	1,500.00
350643	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/AVMS	1,500.00
350644	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Ambuehl	3,000.00
350645	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/ArroyoEl	4,500.00
350646	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Benedict	4,500.00
350647	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Bergeson	3,500.00
350648	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CanViste	3,000.00
350649	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CanViste	4,600.00
350650	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Castille	3,500.00
350651	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Chaparal	5,000.00
350652	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Concordi	6,000.00
350653	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Don Juan	6,000.00
350654	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	2,000.00
350655	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Kinoshta	4,000.00
350656	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LadraElm	6,000.00
350657	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LF Elem	5,000.00
350658	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Las Palm	8,000.00
350659	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Lobo	1,200.00
350660	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Malcom	7,500.00
350661	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	3,000.00
350662	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Moulton	7,000.00
350663	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Oak Grv	4,900.00
350664	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/OsoGrand	1,500.00
350665	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Palisade	7,000.00
350666	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Reilly	5,000.00
350667	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Reilly	2,500.00
350668	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Dana ENF	3,000.00
350669	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/San Juan	3,000.00
350670	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Tijeras	3,500.00
350671	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Viejo	2,000.00
350672	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VdelMarE	10,000.00
350673	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/GrgWhite	7,000.00
350674	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Wood Cyn	1,500.00
350675	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/AVMS	750.00
			SplsNonI/Sch Adm /AVMS	750.00

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350676	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/ArroyoMS	3,000.00
350677	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/BAMS	3,500.00
350678	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /BAMS	500.00
350679	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/DJAMS	5,000.00
350680	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LFMS	10,000.00
350681	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /FNMS	7,000.00
350682	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/NHMS	6,000.00
350683	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /NHMS	1,000.00
350684	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /FNMS	7,000.00
350685	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SMS	500.00
350686	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VDMMS	3,400.00
350687	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /VDMMS	1,800.00
350688	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	10,000.00
350689	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SJHHS	10,000.00
			SpplsNonI/Sch Adm /SJHHS	10,000.00
350690	1	SCHOOL LOOP	Serv& Op/TIS /Dstrctwd	114,582.16
350691	1	AISSPECIALTY PRODUCTS INC.	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
350692	1	RENAISSANCE LEARNING INC	Serv& Op/TIS /Dstrctwd	50,291.71
350693	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Palisade	4,350.00
350694	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Crn Vlly	5,074.15
350695	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Las Palm	9,720.32
350696	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/OsoGrand	8,725.00
350697	1	MEET THE MASTERS INC	Serv& Op/Instrctn/Bathgate	5,422.52
350698	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/RH Dana	3,598.80
350699	1	MEET THE MASTERS INC	Serv& Op/Instrctn/GrgWhite	7,169.00
350700		VOID	VOID	0.00
350701	1	MEET THE MASTERS INC	InstMtls/Instrctn/Wagon Wh	5,866.68
350702		VOID	VOID	0.00
350703	1	PROSURFACE	Rntl:Oth/RR:Bldgs/SJHHS	38,320.00
350704	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/MFMS	5,000.00
350705	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/MFMS	1,904.67
350706		VOID	VOID	0.00
350707	1	YMCA OF ORANGE COUNTY	CnsltSvs/Instrctn/Kinoshta	24,999.00
			Subagrmt/Instrctn/Kinoshta	77,213.00
350708	1	MCGRW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	4,075.60
350709	1	SUPERIOR TEXT	K-8Textb/Instrctn/Dstrctwd	860.76
350710	1	YMCA OF ORANGE COUNTY	CnsltSvs/Instrctn/San Juan	24,999.00
			Subagrmt/Instrctn/San Juan	77,213.00
350711	1	YMCA OF ORANGE COUNTY	CnsltSvs/Instrctn/Viejo	24,999.00
			Subagrmt/Instrctn/Viejo	77,213.00
350712	1	CITY OF SAN CLEMENTE	Op&Hskpg/Opr:Util/Dstrctwd	350,000.00
350713	1	YMCA OF ORANGE COUNTY	CnsltSvs/Instrctn/RH Dana	24,999.00
			Subagrmt/Instrctn/Viejo	77,213.00
350714		VOID	VOID	0.00
350715		VOID	VOID	0.00
350716	1	SOUTHERN CALIFORNIA EDISON	Op&Hskpg/Opr:Util/Dstrctwd	1,450,000.00
350717	1	SO CA GAS CO	Op&Hskpg/Opr:Util/Dstrctwd	250,000.00
350718	1	ILLUMINATE EDUCATION INC.	Serv& Op/PuplTest/Dstrctwd	257,395.50
350719	1	SANTA MARGARITA WATER	Op&Hskpg/Opr:Util/Dstrctwd	335,000.00
350720	1	FOLLETT SCHOOL SOLUTIONS INC	K-12Text/Instrctn/ArroyoMS	54.00

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350721	1	PEARSON EDUCATION INC	K-12Text/Instrctn/LRMS	2,834.24
350722	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	1,740.00
350723	1	PEARSON EDUCATION INC	K-12Text/Instrctn/ArroyoMS	396.66
350724	1	DUNN-EDWARDS CORP	SpplsNonI/RR:Bldgs/Dstrctwd	20,000.00
350725	1	W W NORTON & CO INC	9-12Text/Instrctn/Dstrctwd	1,827.10
350726	1	MRS. NELSON'S LIBRARY SERVICES	K-8Textb/Instrctn/Dstrctwd	647.89
350727	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	870.00
350728	1	INFORMA USA INC	9-12Text/Instrctn/Dstrctwd	2,593.84
350729	1	SINGAPOREMATH INC	K-8Textb/Instrctn/Bergeson	748.44
350730	1	BETTERCHINESE	K-8Textb/Instrctn/Bergeson	11,843.58
350731	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	870.00
350732	1	SINGAPOREMATH INC	K-8Textb/Instrctn/Bergeson	22,717.60
350733	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	15,000.00
350734	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	870.00
350735	1	1ST JON	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
350736	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	870.00
350737	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	315.37
350738	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	870.00
350739	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	2,967.52
350740	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,345.73
350741	13	BRINKS INC.	CntrctFd/FoodServ/Dstrctwd	5,000.00
350742	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	870.00
350743	1	WESTERN ASSOC SCH & COL	Dues&Mmb/SupvAdmn/VarSites	870.00
350744	1	PEARSON EDUCATION INC	K-8Textb/Instrctn/Dstrctwd	2,244.35
350745	1	PEARSON EDUCATION INC	K-8Textb/Instrctn/Dstrctwd	748.12
350746	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	1,165.32
350747	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	466.13
350748	1	MRS. NELSON'S LIBRARY SERVICES	K-8Textb/Instrctn/Dstrctwd	2,380.75
350749	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,796.20
350750	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,496.50
350751	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
350752	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	4,995.00
350753	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
350754	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,496.50
350755	1	W W NORTON & CO INC	9-12Text/Instrctn/Dstrctwd	14,355.79
350756	1	VISTA HIGHER LEARNING	K-12Text/Instrctn/SJHHS	1,808.00
350757	13	THE PLATINUM PACKAGING GROUP	Food Sup/FoodServ/Dstrctwd	80,000.00
350758	1	MICHIGAN BRAILLE TRANSCRIBING	SpplsNonI/SupvAdmn/Dstrctwd	1,834.06
350759	13	NOSAJ DISPOSABLES INCORPORATED	OpSupp /FoodServ/Dstrctwd	6,000.00
350760	13	INDIGO BRIDGE TECHNOLOGIES LLC	Comprr /FoodServ/Dstrctwd	15,000.00
350761	13	GOLD STAR FOODS INC	FdPrshbl/FoodServ/Dstrctwd	30,000.00
350762	13	GOLD STAR FOODS INC	FdPrshbl/FoodServ/Dstrctwd	83,000.00
350763	1	YMCA OF ORANGE COUNTY	Leas&Rnt/Undesig /Oxford	5,400.00
350764	13	ONE STOP BINDERY	OpSupp /FoodServ/Dstrctwd	4,900.00
350765	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Lgna Nig	4,486.00
350766	13	SYSO RIVERSIDE INC.	OpSupp /FoodServ/Dstrctwd	10,000.00
350767	13	THE TOLL ROADS	CntrctFd/FoodServ/Dstrctwd	600.00
350768	13	PLASTIC PACKAGE INC.	Food Sup/FoodServ/Dstrctwd	6,500.00
350769	13	CALIFORNIA DEPT. OF EDUCATION	Fd Frzn /FoodServ/Dstrctwd	6,000.00
350770	13	P & R PAPER SUPPLY CO	Food Sup/FoodServ/Dstrctwd	275,000.00

640 Purchase Orders \$93,422,432.28

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Warrant Number	Name of Payee	Reference Number	Amount
211584	CAPISTRANO USD	CL-150450	35,178.38
211585	AVILA, CRISTINA	CL-150237	80.00
211586	BAKER, ROCHELLE	CL-150215	117.00
211587	BASS, JOHN	CL-150216	23.00
211588	HERBERT, ANDREW	CL-150217	3.00
211589	HOLGUIN, LEANNE	CL-150218	10.00
211590	HUNTER, REBECCA	CL-150219	20.00
211591	KUNZE-THIBEAU, LORI	CL-150220	37.75
211592	LEGG, MAUREEN	CL-150221	85.00
211593	LERUM, MICHELLE	CL-150222	46.07
211594	MCEACHEN-CRAMER, JESSICA	CL-150223	17.00
211595	MCLAUCHLIN, MARTHA	CL-150225	17.87
211596	MCLAUGHLIN, GREGG	CL-150226	104.41
211597	PIZANA, MARC	CL-150227	18.00
211598	POWERS, MOLLY	CL-150228	19.00
211599	TABB, VICTORIA	CL-150229	31.00
211600	TAPIA, ANA	CL-150230	20.00
211601	THOMSON, SHARON	CL-150231	16.00
211602	TOMKINS, BRANDI	CL-150232	17.00
211603	VALLENS, JESSICA	CL-150233	16.00
211604	VELAZQUEZ, NICOLE	CL-150234	16.00
211605	DOOLEY, STACY	CL-150297	1,076.40
211606	GUPTA, SANJAY & MANISHA	CL-150298	1,084.86
211607	KICHLINE, KEITH & KYLA	CL-150299	556.42
211608	LONGORIA, RICARDO/YVONNE	CL-150300	4,155.02
211609	QUENGA, JOSEPH OR TRACY	CL-150301	562.12
211610	REYES, ROSA	CL-150302	295.90
211611	ROTH, JAY &/OR KERI	CL-150303	230.69
211612	SHMANSKE, JEFF AND	CL-150304	330.05
211613	STANFIELD, SCOTT AND OR ROWENA	CL-150305	207.46
211614	TRUSSELL, DAVID & GUINEVERE	CL-150306	697.82
211615	ZELAYA, ALFONSO & PAMELA	CL-150307	32.78
211616	AVILA, THERESE	CL-150308	243.80
211617	CHANG, KATY K.	CL-150310	53.48
211618	CHOI, EUN YOUNG	CL-150311	88.55
211619	COX, LINDA	CL-150313	109.83
211620	ELKINS, KAREN	CL-150314	254.15
211621	ELLIS, SHAWNA	CL-150315	90.85
211622	FREY, DEBORAH	CL-150316	53.48
211623	GILMORE, SHELLY	CL-150318	144.90
211624	GRAY, LISA	CL-150319	72.45
211625	HACKER, COLIN	CL-150320	169.63
211626	HARVEY, LAUREN	CL-150321	110.40
211627	HAUSCHILD, WENDIE	CL-150322	140.88
211628	HOWARD, ANDREA	CL-150323	73.60

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Warrant Number	Name of Payee	Reference Number	Amount
211629	INFANTE, MARIA CECILIA	CL-150324	38.64
		CL-150325	57.96
211630	KAROLYS, ANDREA	CL-150327	315.68
211631	KELLMAN, KATHLEEN	CL-150328	89.70
211632	LEAHY, CHRISTINA	CL-150329	152.38
211633	METTERT, LISA M	CL-150330	140.30
211634	MEYERS, AMY	CL-150331	363.40
211635	RUNGO, DEANNA	CL-150332	110.40
211636	SCHREIMAN, COURTNEY	CL-150333	25.30
		CL-150334	25.30
211637	SHOFNER, BRIANNA	CL-150336	140.30
211638	SOBOLESKI, AMANDA	CL-150337	126.50
211639	TAYLOR, JULIE	CL-150338	133.98
211640	WEINELL, CAROL	CL-150339	63.25
211641	BEAS, ESTELA	CL-150309	51.75
211642	COPELAND, MELONIE	CL-150312	109.25
211643	FOULDS, LORI	CL-150317	7.48
211644	JURDI, GHADA	CL-150326	20.70
211645	SCINICO, DORCAS	CL-150335	91.43
211646	CERTIFIED TRANSPORTATION	CL-150376	598.75
		CL-150377	697.25
		CL-150378	634.50
		CL-150379	1,135.00
		CL-150380	410.00
		CL-150381	1,640.00
		CL-150382	1,120.00
		CL-150383	1,260.00
		CL-150384	1,680.00
		CL-150385	860.33
		CL-150386	874.03
211647	DEPARTMENT OF JUSTICE	CL-150011	5,528.00
211648	DISCOVERING SCIENCE	CL-150012	4,180.00
211649	DISCOVERY SCIENCE CENTER OF OC	CL-150013	608.00
211650	HOT DOGGER TOURS INC.	CL-150446	1,907.50
		CL-150447	1,907.50
		CL-150448	1,907.50
		CL-150449	1,907.50
211651	JFK TRANSPORTATION CO INC	CL-150441	1,440.00
		CL-150442	505.00

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Warrant Number	Name of Payee	Reference Number	Amount
211652	OCEAN INSTITUTE	CL-150018	3,180.00
		CL-150019	2,400.00
		CL-150020	3,450.00
		CL-150021	1,150.00
		CL-150022	1,150.00
		CL-150023	4,250.00
		CL-150024	3,750.00
		CL-150025	500.00
211653	ORANGE COUNTY DEPT OF EDUCATIO	CL-150027	1,242.00
211654	ORANGE CTY DEPT EDUC	CL-150026	678.00
211655	PACIFIC COAST SIGHTSEEING	CL-150392	5,223.75
		CL-150393	873.69
		CL-150394	848.75
		CL-150395	700.00
		CL-150396	798.88
		CL-150397	948.50
211656	SEGERSTROM CENTER FOR THE ARTS	CL-150030	1,246.00
211657	TRANSPORTATION CHARTER SERVICE	CL-150387	1,800.00
		CL-150390	1,881.00
		CL-150391	1,881.00
211658	AARDVARK CLAY	CL-150033	2,599.30
211659	ACER SERVICE CORPORATION	CL-150034	57.75
211660	ACORN MEDIA	CL-150035	16.98
211661	ADAPTIVEMALL.COM LLC	CL-150036	56.35
211662	AIRWOLF 3D	CL-150037	6,469.20
		CL-150038	6,469.20
		CL-150039	6,469.20
211663	AMAZING TENS & EVENTS	CL-150040	1,358.00
211664	AMS.NET INC	CL-150041	51,103.40
211665	APPLE COMPUTER INC	CL-150042	5,925.91
		CL-150043	14,091.60
		CL-150044	1,860.03
211666	ARCHITECTURAL SIGN IDENTITY	CL-150045	1,452.00
211667	AUDITORY INSTRUMENTS	CL-150046	3,824.76
211668	AVES AUDIO VISUAL SYSTEMS	CL-150047	247.59
		CL-150048	983.29
		CL-150049	1,202.58
		CL-150050	438.59
		CL-150051	353.70
211669	B & H PHOTOGRAPHY	CL-150052	58.00
211670	BARRETT-ROBINSON INC	CL-150053	687.00
211671	BEACH CITIES GLASS INC	CL-150054	144.92
		CL-150055	144.93
		CL-150056	12,199.90
211672	BEE MAN	CL-150057	620.00

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Warrant Number	Name of Payee	Reference Number	Amount
211673	BEN'S MUSIC	CL-150058	1,243.44
211674	BJ BINDERY	CL-150059	165.00
211675	BLAIRS TOWING INC	CL-150060	525.00
211676	CAMPBELL KELLER	CL-150061	8,596.80
211677	CARLEX INC	CL-150062	667.89
211678	CAROLINA BIOLOGICAL SUPPLY CO	CL-150063	627.08
		CL-150064	279.83
		CL-150065	1,046.57
211679	CDW GOVERNMENT	CL-150066	27.17
		CL-150067	6,824.03
		CL-150068	55,156.23
		CL-150069	542.41
		CL-150070	291.00
		CL-150071	16,350.00
		CL-150072	2,275.08
		CL-150073	19,493.79
		CL-150074	2,749.12
		CL-150075	499.84
		CL-150076	271.21
211680	CENTER ON TEACHING & LEARNING	CL-150077	231.00
211681	CHEVROLET OF IRVINE	CL-150078	160.79
211682	CINTAS CORP #640	CL-150079	456.41
211683	COLLINS BUSINESS EQUIPMENT	CL-150080	415.98
211684	COMPLETE OFFICE OF CA	CL-150081	27.45
		CL-150082	64.06
		CL-150083	164.80
		CL-150084	62.91
211685	AT&T	CL-150144	41.61
		CL-150145	16.79
211686	DYNAVOX SYSTEMS LLC	CL-150146	3,279.61
211687	MAACO COLLISION REPAIR & AUTO	CL-150148	312.00
		CL-150149	312.00
211688	MELTWATER NEWS US INC	CL-150150	15,000.00
211689	MERCURY DISPOSAL SYSTEM INC	CL-150151	722.21
211690	MILLER MECHANICAL	CL-150152	5,398.00
211691	MOBILE COMM REPAIR INC	CL-150153	42.12
211692	MOBILE FLEET WASH	CL-150154	497.25
		CL-150155	497.25
211693	McKENDRY DOOR SALES & SERVICE	CL-150156	960.00
211694	NASCO	CL-150157	109.35
		CL-150158	15.47
		CL-150159	47.30
		CL-150160	213.54
211695	NCS PEARSON INC.	CL-150161	5,173.32

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Warrant Number	Name of Payee	Reference Number	Amount
211696	OFFICE DEPOT	CL-150162	64.74
		CL-150163	25.08
211697	ONE STOP BINDERY	CL-150164	6,282.25
211698	ORANGE COUNTY FIRE AUTHORITY	CL-150165	350.00
211699	ORIENTAL TRADING COMPANY INC	CL-150166	45.49
211701	PC PARTS PLUS	CL-150168	635.00
211702	PEACOCKS MARCHING WORLD	CL-150169	783.00
211703	PROGRESS PUBL	CL-150170	810.81
211704	PRUDENTIAL OVERALL SUP	CL-150171	65.72
211705	PSYCHEMEDICS	CL-150172	169.50
211706	QUALITY TOWING	CL-150173	593.00
211707	RED WING SHOE STORE	CL-150174	1,092.16
211708	SCHOLASTIC INC	CL-150175	419.08
211709	SCHOOL LOOP	CL-150176	47.40
211710	SHAR PRODUCTS COMPANY	CL-150177	496.00
211711	SHRED-IT USA	CL-150178	1,268.00
211712	VERIZON WIRELESS	CL-150206	32.00
211713	C D T INC.	CL-150085	184.50
		CL-150086	430.50
211714	COSTCO S.J.C.	CL-150087	3,538.99
211715	CULVER-NEWLIN	CL-150088	9,224.45
		CL-150089	1,949.88
		CL-150090	523.91
		CL-150091	1,899.07
		CL-150092	781.92
		CL-150093	946.89
		CL-150094	289.44
		CL-150095	2,112.48
		CL-150096	429.95
211716	CURRICULUM ASSOCIATES	CL-150097	10,021.00
211717	DANIELS TIRE SERVICE	CL-150098	7,303.57
211718	DELL MARKETING L P	CL-150099	212.64
		CL-150100	172.79
211719	DENAULT'S HARDWARE	CL-150101	78.64
211720	DENAULT'S HARDWARE	CL-150102	400.00
211721	DISCOUNT SCHOOL SUPPLY	CL-150104	201.03
211722	DUNN-EDWARDS CORP	CL-150105	448.95
211723	EASTBAY INC	CL-150106	962.37
		CL-150107	393.10
211724	EMEDIA MUSIC CORPORATION	CL-150108	1,009.31
211725	ENET COMPONENTS INC	CL-150109	583.20
211726	EVERBIND/MARCO BOOK CO	CL-150110	678.95
211727	FEDERAL EXPRESS CORP	CL-150112	1,696.99
211728	FISHER SCIENTIFIC	CL-150113	924.79

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Warrant Number	Name of Payee	Reference Number	Amount
211729	FLINN SCIENTIFIC INC	CL-150114	738.35
		CL-150115	725.44
211730	FOLLETT SCHOOL SOLUTIONS INC	CL-150116	563.90
		CL-150117	2,487.07
211731	FREY SCIENTIFIC	CL-150118	219.21
211732	FRICITION MATERIALS CO.	CL-150119	2,994.50
211733	GAMETIME	CL-150120	725.70
211734	GOV CONNECTION INC	CL-150121	247.34
211735	HIRSCH PIPE & SUPPLY	CL-150122	804.74
		CL-150123	1,411.66
211736	IMAGINE LEARNING INC	CL-150124	7,857.00
211737	IRONCOMPANY.COM	CL-150130	5,255.88
211738	J W PEPPER & SON INC	CL-150131	83.14
211739	JIM'S MUSIC CENTER	CL-150132	3,658.00
		CL-150133	1,648.96
211740	DISCOUNT SCHOOL SUPPLY	CL-150008	266.97
211741	EXECUTIVE ENVIRONMENTAL SVCS	CL-150111	429.00
211742	ABOVE ALL NAMES CONSTRUCTION	CL-150398	16,859.40
211743	ALISO VIEJO COMMUNITY ASSN	CL-150224	176.97
		CL-150399	1,735.56
211744	ASSURED FIRE SYSTEMS	CL-150400	9,270.00
211745	CITY OF SAN JUAN CAPISTRANO	CL-150401	9,142.28
211746	CONSOLIDATED ELECT DISTR	CL-150404	2,972.75
		CL-150443	42.57
211747	HARRIS STEEL FENCE CO. INC.	CL-150410	10,770.00
211748	KYA SURFACING LLC	CL-150412	107,003.30
211749	MOULTON NIGUEL WATER	CL-150413	5,264.64
211750	PACIFIC PLUMBING COMPANY OF	CL-150417	4,479.90
211751	SAN DIEGO GAS & ELECTRIC	CL-150424	195,401.25
211752	SANTA MARGARITA WATER	CL-150425	12,637.25
211753	SO CAL GAS CO	CL-150426	7,695.46
211754	SO COAST WATER DIST	CL-150427	3,422.83
211755	SOUTHERN CALIFORNIA EDISON	CL-150428	5,692.89
211756	G.A. DOMINGUEZ	CL-150409	29,793.90
211757	WLC ARCHITECTS INC	CL-150431	115.02
211758	CJ SUPPRESSION INC	CL-150403	500.00
211759	CULVER-NEWLIN	CL-150406	16,023.57
211760	PYRAMID WIRE & CABLE INC.	CL-150235	23.49
		CL-150236	23.49
		CL-150420	397.98
		CL-150421	397.98
211761	WEATHERPROOFING TECHNOLOGIES	CL-150430	678.89

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211762	WLC ARCHITECTS INC	CL-150296	519.00
		CL-150434	859.85
		CL-150435	848.45
		CL-150437	10,062.08
		CL-150438	7,828.00
		CL-150439	7,883.00
211763	DSA	CL-150407	333.20
211764	HMC ARCHITECTS	CL-150411	19,752.50
211765	PACIFIC PLUMBING COMPANY OF	CL-150418	4,748.20
211766	WLC ARCHITECTS INC	CL-150433	500.00
211767	EXECUTIVE ENVIRONMENTAL SVCS	CL-150408	249.70
211768	ANTONATOS, ROSE MARIE	CL-150340	128.80
211769	BENNETT, KATHLEEN	CL-150342	193.20
211770	BLEY, ELIZABETH	CL-150343	92.21
211771	BUCKMAN, JONATHAN T.	CL-150344	32.20
		CL-150444	8.05
211772	DEPENBROK, KRISTA	CL-150349	20.70
211773	EVANS, LAURA	CL-150351	40.25
211774	FINNSSON, JAMIE	CL-150352	44.85
211775	GLASSEN, NINA	CL-150353	24.73
211776	GOLDBECK, MELISSA	CL-150354	284.05
211777	HARDOS, BARBARA	CL-150357	63.83
211778	HERVEY, ROBIN	CL-150358	419.18
211779	MALONE, JULEE	CL-150360	536.48
211780	MARCUS, BRUCE	CL-150361	101.20
211781	MATIENZO, NINA RIE	CL-150362	75.33
211782	SANTOKE, MAHFRIN	CL-150364	194.35
211783	SIMPSON, LORI	CL-150365	113.85
211784	STIRLING, ROBERT	CL-150366	169.05
211785	THORNBURG, QUIN	CL-150367	77.63
211786	WHITE, BRANDI	CL-150369	155.83
211787	YOTA, DENISE	CL-150370	35.08
211788	ARGENT, HEIDI	CL-150341	78.20
211789	CAPE IBARA, AMY	CL-150346	82.80
211790	CENTENO, CELINA	CL-150348	121.90
211791	CORNER, STACIE	CL-150347	57.50
211792	DUARTE, DIANE	CL-150350	46.00
211793	GRANT, MARY	CL-150355	55.20
211794	HAMIDI, AURORA	CL-150356	8.05
211795	LESLIE, BECKY	CL-150359	115.00
211796	MORROW, SUSAN	CL-150363	104.65
211797	VARGAS, ESTRELLA	CL-150368	69.00
211798	ALTERNATIVE COMM SVCS	CL-150238	291.50
		CL-150371	488.50
211799	CRARY, BRENDA	CL-150243	2,925.00

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Warrant Number	Name of Payee	Reference Number	Amount
211800	HEAR NOW	CL-150247	1,203.37
		CL-150248	599.68
		CL-150249	564.61
		CL-150250	1,159.84
211801	JAMIESON, MARIZA AND/OR RON	CL-150251	410.78
211802	KIDS INSTITUTE FOR DEVELOPMENT	CL-150252	1,824.00
		CL-150253	1,551.00
211803	LCRA TRUST	CL-150254	401.25
		CL-150256	525.00
		CL-150257	1,207.50
		CL-150374	806.25
211804	NEW HAVEN YOUTH & FAMILY	CL-150258	1,421.40
		CL-150259	494.68
		CL-150262	50.00
		CL-150264	503.14
211805	ORANGE CTY DEPT EDUC	CL-150265	900.00
211806	PORT VIEW PREPARATORY SCHOOL	CL-150266	10,347.50
211807	SPEECH & LANGUAGE DEVELOPMENT	CL-150270	3,780.50
		CL-150271	5,891.00
		CL-150272	4,634.50
211808	CMC - SOUTH	CL-150241	195.00
		CL-150372	20.00
211809	FLORIDA VIRTUAL SCHOOL	CL-150244	4,970.00
211810	ATKINSON ANDELSON LOYA	CL-150239	20,634.50
		CL-150240	3,562.10
211811	CONVERSA INCORPORATED	CL-150242	2,400.00
211812	GREAT AMERICAN LUNCH BOX, THE	CL-150245	1,806.00
211813	GUTTA, DR. RAVI	CL-150246	108.07
211814	LCRA TRUST	CL-150255	840.00
211815	PROFESSIONAL TUTORS OF AMERICA	CL-150267	1,677.50
211816	PROFESSIONAL TUTORS OF AMERICA	CL-150268	1,350.00
		CL-150269	8,880.00
211817	YMCA OF ORANGE COUNTY	CL-150290	5,941.15
		CL-150291	5,941.14
		CL-150292	20,135.17
		CL-150294	2,025.00
		CL-150295	2,025.00
211818	SMART & FINAL	CL-150179	236.40
211819	SMOG EXPRESS	CL-150180	103.90
211820	SOCIAL STUDIES SCHOOL SERVICE	CL-150182	1,913.96
211821	SOUTH COAST ANSWERING SERVICE	CL-150184	130.61
211822	SOUTH COAST FIRE PROTECTION	CL-150185	1,848.00
		CL-150186	491.40
211823	SPICERS PAPER	CL-150188	2,592.00
211824	STORAGE CONTAINER.COM	CL-150189	2,700.00

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211825	TEACHERS DISCOVERY	CL-150190	600.70
		CL-150191	182.29
211826	TIFCO INDUSTRIES	CL-150192	89.65
		CL-150193	1,650.00
		CL-150194	255.45
211827	TONY'S LOCKSMITH SERVICE	CL-150196	263.99
211828	TOXGUARD FLUID TECHNOLOGIES	CL-150197	589.31
211829	TRUCPAR CO	CL-150198	1,014.66
211830	TUTTLE-CLICK FORD	CL-150199	60.00
211831	UNIQUE SWEEPING	CL-150200	140.50
		CL-150201	140.50
211832	UNITRAX	CL-150202	1,292.84
211833	VERIZON WIRELESS	CL-150203	19.39
		CL-150204	19.39
		CL-150205	1,985.76
211834	VEX ROBOTICS INC	CL-150207	22,793.62
211835	WENGER CORPORATION	CL-150210	397.13
211836	WEST COAST STRING INSTRUMENTS	CL-150211	1,411.80
211837	WESTERN GRAPHIX	CL-150212	385.40
		CL-150213	314.60
211838	WOLVERINE SPORTS	CL-150214	637.44
211839	SOFTERWARE INC	CL-150183	144.00
211840	BERRY, SCOTT AND/OR JAIME	CL-150812	589.68
211841	BRADBURY, JOSHUA AND/OR	CL-150815	218.24
211842	DEVEREUX TEXAS TREATMENT	CL-150819	508.50
211843	DOLAN, LAURA AND/OR KEVIN	CL-150820	616.00
211844	HEARTSPRINGS SCHOOL	CL-150823	24,999.00
		CL-150824	11,558.75
211845	INVO HEALTHCARE ASSOCIATES LLC	CL-150825	3,122.80
		CL-150826	4,684.20
211846	JENNIFER TONEY SPEECH	CL-150827	1,920.00
211847	MAXIM HEALTHCARE SERVICES	CL-150829	972.00
211848	MENDE PSY.D, SYLVIA	CL-150830	2,916.05
211849	MOLDAUER, PAMELA S.	CL-150831	1,185.00
211850	NEW HAVEN YOUTH & FAMILY	CL-150260	488.00
		CL-150261	270.00
		CL-150263	450.00
211851	PORT VIEW PREPARATORY SCHOOL	CL-150832	3,403.75
211852	SPINELLO, ERIN & MICHAEL	CL-150833	6,200.00
211853	STAFFREHAB	CL-150834	1,344.00
		CL-150835	896.00
211854	SYLVIA WITT	CL-150836	1,120.00
211855	TERI INC	CL-150837	1,990.72
211856	AHZAKH, NORMA	PV-160045	2,277.00
211857	ALAMRI, BASIM	PV-160028	292.10

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211858	BARONE, LILLIANA	PV-160047	2,182.13
211859	BOONE, VICKI	PV-160005	392.15
211860	BRANDES, EMILY	PV-148898	407.10
211861	BRITO, MARIA	PV-160033	342.70
211862	CAIN, SCOT	PV-160009	779.70
211863	CAPELLINO, WILLIAM J.	PV-160050	1,069.50
211864	CARRILLO, ROBERT	PV-160029	157.55
211865	COLLINS, LORELEI	PV-160038	478.40
211866	CRUMLEY, KIM	PV-160017	1,186.80
211867	DURRELL, DAVID	PV-160015	795.80
211868	FERJULIAN, KELLY	PV-160051	1,131.60
211869	GALANG, MARITES	PV-160034	397.90
211870	GALANG, MARK	PV-160032	203.55
211871	HOMAN, DEVYN	PV-160039	669.30
211872	JOHNSON, BRITTANY	PV-160044	779.70
211873	KHAMMASH, ALIA	PV-160010	747.50
		PV-160011	1,186.80
211874	KOCHER, SHAWNA	PV-160012	770.50
211875	LEMUS, LETICIA	PV-160006	396.75
211876	LIBERTY, RACHELLE	PV-160040	740.60
211877	LOCKWOOD, BRANDON	PV-160036	409.40
211878	LOVETT, MARK	PV-160048	809.60
211879	LUCERO-MACAFEE, CHRISTINA	PV-160013	591.68
211880	MEZA, ROCIO	PV-160007	409.40
211881	MILLARD, KAREN	PV-160021	1,242.00
211882	MORGAN, AIMEE	PV-160043	726.80
211883	MORRIS, STEPHANIE	PV-160024	1,173.00
211884	MUDGE, KIMBERLY	PV-160018	1,228.20
211885	NUNEZ, MARIA	PV-160016	784.30
211886	OLSEN, DEBORAH	PV-160042	676.20
211887	ONTIVEROS, MICHELLE	PV-160031	409.40
211888	RAMIREZ, GUADALUPE	PV-160037	775.10
211889	SALDIVAR 400, HERMILA	PV-160020	531.30
211890	SAMAAN, TONY	PV-160027	409.40
211891	SARACINO, CHRISTINE	PV-160035	147.20
211892	SCHNERINGER, SHERI	PV-160025	1,200.60
211893	SELF, ERIC	PV-160014	818.80
211894	SHOLAKH, MAHER	PV-160046	2,277.00
211895	SMITH, ERROLL	PV-160049	1,221.30
211896	THOMAS, TOBI	PV-160041	531.30
211897	WISE, MELODY	PV-160022	1,121.25
211898	WILLIAMS, KRISTINE	PV-160026	1,179.90
211899	ZELASKO, PAGE	PV-160019	1,207.50
211900	ZEUTENHORST, JUSTIN	PV-160023	1,148.85

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211901	BESTGEN, MARY	CL-150813	100.19
		CL-150814	833.14
211902	CAMPCO	CL-150816	4,963.87
211903	EWING CONSULTING INCORPORATED	CL-150821	13,166.67
211904	GREAT AMERICAN LUNCH BOX, THE	CL-150822	602.00
211905	STEIN, CHRISTINE	CL-150817	1,080.00
211906	CITY OF SAN JUAN CAPISTRANO	CL-150401	807.90
211907	J.L. COBB PAINTING	CL-150650	32,361.67
211908	KYA SURFACING LLC	CL-150653	3,667.35
211909	MAIER INTERNATIONAL INC	CL-150783	266.29
		CL-150784	33,930.50
211910	MOULTON NIGUEL WATER	CL-150413	19,735.36
		CL-150809	4,233.65
211911	PACIFIC PLUMBING COMPANY OF	CL-150785	7,504.35
211912	PACIFIC ROOFING SYSTEMS	CL-150786	35,531.00
211913	SAN DIEGO GAS & ELECTRIC	CL-150424	19,822.60
		CL-150810	52,528.55
211914	SANTA MARGARITA WATER	CL-150425	6,041.49
211915	SO CAL GAS CO	CL-150426	11,072.66
211916	SO COAST WATER DIST	CL-150427	10,442.31
211917	SOUTHERN CALIFORNIA EDISON	CL-150428	61,142.64
		CL-150429	11,352.98
211918	SPORTS FACILITIES GROUP INC	CL-150788	1,195.00
211919	J.L. COBB PAINTING	CL-150649	25,926.11
211920	LANDMARK MECHANICAL	CL-150782	5,177.11
211921	TONY PAINTING	CL-150789	12,027.00
211922	WLC ARCHITECTS INC	CL-150432	6,865.62
		CL-150436	11,136.23
211923	ARC	CL-150646	159.28
		CL-150647	51.03
211924	J.L. COBB PAINTING	CL-150651	12,013.96
		CL-150652	2,911.12
211925	NMG GEOTECHNICAL INC	CL-150415	2,656.80
211926	RUSSELL SIGLER INC.	CL-150655	1,682.00
		CL-150656	1,906.00
		CL-150657	1,409.41
211927	WLC ARCHITECTS INC	CL-150440	232.30
		CL-150658	6,552.32
211928	NMG GEOTECHNICAL INC	CL-150654	38,775.90
211929	SCHOOL FACILITY CONSULT	CL-150787	9,250.00
211930	HMC ARCHITECTS	CL-150648	37,248.75
211931	ACT COMPUTER SERVICES	CL-150724	300.00
		CL-150726	600.00
211932	AVERY DENNISON	CL-150531	1,442.97
211933	BEE MAN	CL-150533	174.00

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211934	BIOMEDICAL WASTE DISPOSAL	CL-150534	99.00
211935	BIOMETRICS4ALL INC	CL-150728	36.00
211936	CAPISTRANO CRANE SERVICE	CL-150729	1,860.00
211937	CHEVROLET OF IRVINE	CL-150537	4,324.35
		CL-150538	599.20
		CL-150539	135.97
211938	CINTAS CORP #640	CL-150541	55.89
		CL-150542	112.40
		CL-150543	2,531.78
		CL-150798	55.89
211939	CINTAS FIRST AID & SAFETY	CL-150540	659.99
		CL-150794	46.07
		CL-150795	107.51
		CL-150796	211.59
		CL-150797	493.71
211940	COMPLETE OFFICE OF CA	CL-150544	99.32
		CL-150545	326.88
		CL-150546	70.69
		CL-150732	38.93
		CL-150733	17.91
		CL-150734	150.64
		CL-150735	50.28
		CL-150799	686.82
		CL-150800	635.93
211941	CURRICULUM ASSOCIATES	CL-150547	283.05
211942	DELL MARKETING L P	CL-150548	14.20
		CL-150549	14,801.76
		CL-150550	63.52
211943	DENNIS PATRICK HANNA	CL-150103	1,750.00
		CL-150552	250.00
211944	EASTBAY INC	CL-150553	268.40
211945	GANAHL LUMBER	CL-150554	270.93
		CL-150803	181.31
211946	GOPHER ATHLETIC/SPORTS	CL-150555	178.09
211947	GUITAR CENTER	CL-150557	64.80
211948	HD SUPPLY CONSTRUCTION AND	CL-150558	121.63
		CL-150559	85.73
211949	INSIGHT SYSTEMS EXCHANGE	CL-150125	1,334.12
211950	INTERSTATE BATTERIES	CL-150126	290.01
		CL-150127	194.07
211951	IPC USA	CL-150128	8,954.21
		CL-150129	8,954.21
		CL-150805	19,592.46
		CL-150806	19,592.46

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Warrant Number	Name of Payee	Reference Number	Amount
211952	JOSTENS	CL-150134	2.07
		CL-150135	0.35
		CL-150561	80.44
211953	JUDY LYNN SOFTWARE INC.	CL-150562	214.00
211954	KNORR SYSTEMS INC	CL-150136	208.86
211955	KUTA SOFTWARE LLC	CL-150137	767.00
211956	LAKESHORE	CL-150140	82.05
211957	LAKESHORE LEARNING MATLS	CL-150138	180.24
		CL-150139	2,815.34
		CL-150563	61.54
		CL-150739	998.88
211958	ACT COMPUTER SERVICES	CL-150725	300.00
211959	GOPHER ATHLETIC/SPORTS	CL-150556	72.85
211960	MESA GOLF CARTS	CL-150615	175.00
211961	MILLER MECHANICAL	CL-150741	2,548.00
211962	MIRACLE RECREATION EQUIPMENT	CL-150616	632.15
211964	NILES BIOLOGICAL INC	CL-150742	683.44
211965	OFFICE DEPOT	CL-150617	185.01
		CL-150618	115.48
		CL-150619	122.25
211966	PARKHOUSE TIRE INC.	PV-160068	347.55
211967	PRO3 COMMUNICATIONS, LLC	PV-160069	101.40
211968	PYRAMID WIRE & CABLE INC.	CL-150620	3,351.63
211969	RIFTON EQUIPMENT	CL-150621	2,069.55
211970	SCHOOL SPECIALTY	CL-150743	160.96
211971	SEHI COMPUTER PRODUCTS INC	CL-150622	135.28
		CL-150623	127.16
211972	SMARDAN SUPPLY COMPANY	CL-150624	8,418.20
211973	SO COAST DISTRIBUTING CO	CL-150181	1,631.66
211974	SOUND IMAGE	CL-150626	174.92
211975	SOUTH COAST MEDICAL GROUP	CL-150744	254.00
211976	TOBII ASSISTIVE TECHNOLOGY INC	CL-150147	3,234.61
211977	VAUGHN IRRIGATION SERVICES INC	CL-150627	3,565.00
211978	VISTA PAINT CORP	CL-150208	156.95
		CL-150628	503.41
		CL-150745	207.67
211979	WAL MART COMMUNITY/RFCSLLC	CL-150629	113.30
		CL-150632	51.26
		CL-150633	190.43
		CL-150634	373.34
		PV-160067	10.65

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211980	WAL MART COMMUNITY/RFCSLLC	CL-150635	67.56
		CL-150636	341.10
		CL-150637	1,179.01
		CL-150638	305.24
		CL-150639	479.93
211981	WATERLINES TECHNOLOGIES INC	CL-150209	530.60
		CL-150640	3,603.09
		CL-150746	1,569.38
211982	WAXIE SANITARY SUPPLY	-	
		CL-150641	3,545.29
		CL-150642	19,940.37
211983	WAXIE SANITARY SUPPLY	-	
		CL-150642	4,332.96
		CL-150747	16,151.60
211984	WAXIE SANITARY SUPPLY	CL-150747	7,098.14
		CM-160001	55.08-
211985	WESTERN GRAPHIX	CL-150643	192.80
211986	WAL MART COMMUNITY/RFCSLLC	CL-150630	176.94
		CL-150631	226.61
211987	A & R WHOLESALE DISTRIBUTORS	PV-160085	120,937.94
211988	BOWMAN 02,GERLYN	PV-160053	98.75
211989	CROCKETT 06,STACEY	PV-160054	50.00
211990	DEMPSEY 06,STEPHANIE	PV-160055	194.65
211991	GOLD STAR FOODS INC	PV-160084	14,223.09
211992	HUDSON 06,NICOLE	PV-160056	56.25
211993	KIKKERT 02,ELIZE	PV-160065	252.00
211994	KING 02,JEANNIE	PV-160057	160.75
211995	KOOKLAN 06,SHOOKA	PV-160058	112.75
211996	LARKIN 06,HWAJIN	PV-160059	255.75
211997	LOVULLO 02,DIANE	PV-160060	64.25
211998	MAKELY 06,DIANE	PV-160061	300.00
211999	MARTIN 02,MELANIE	PV-160062	77.00
212000	MORGAN 06,DANA	PV-160078	133.75
212001	MURCH 02,NICHOLAS	PV-160063	58.50
212002	PATTISON 06,MARIA	PV-160064	49.00
212003	PRYER 02,TERRY	PV-160082	70.25
212004	ROBERTSON 06,KELLI	PV-160070	103.00
212005	RUHLAND 02,MICHELLE	PV-160071	433.30
212006	SCHICKLING 06,DAVID	PV-160079	98.50
212007	SHAVER 04,LINDA	PV-160083	47.00
212008	SMIT 02,ADRIENNE	PV-160072	177.75
212009	STATE OF CALIFORNIA	PV-160086	324.00
212010	SZALWINSKI 06,INGRID	PV-160073	50.00
212011	TALAY 02,YASEMIN	PV-160066	68.25
212012	THOMAS 06,KIRSTEN	PV-160074	65.25

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212013	VAN ORSDEL 06,BILL	PV-160075	150.00
212014	WARTENBERG 02,STACEY	PV-160081	412.25
212015	WIPPLER 06,CAROL	PV-160076	79.75
212016	WONG 06,KEITH	PV-160077	93.00
212017	ABSOLUTE COMMUNICATIONS INC	CL-150791	4,896.72
212018	AKT INC	CL-150792	280.13
		CL-150793	297.00
212019	BEACH CITIES GLASS INC	CL-150532	134.17
212020	BERTRAND'S HORN IMPROVEMENT	-	
		CL-150727	7,008.86
212021	BERTRAND'S HORN IMPROVEMENT	CL-150727	875.55
212022	BUSWEST	CL-150535	194.40
212023	CDW GOVERNMENT	CL-150536	298.08
		CL-150730	172.18
		CL-150731	399,890.64
		CM-160002	19.44-
212024	DUNN-EDWARDS CORP	CL-150801	162.52
212025	ENABLING DEVICES	CL-150802	256.95
212026	GAMETIME	CL-150736	11,644.82
212027	HYDRO-SCAPE PRODUCTS INC	CL-150738	132.30
		CL-150804	1,182.41
212028	JOHN DEERE LANDSCAPES	CL-150807	6,427.36
212029	LOCAL JANITORIAL & VACUUM	CL-150141	301.28
		CL-150142	866.14
212030	THE ALARM AND SPRINKLER CO INC	-	
		CL-150143	7,721.09
		CL-150564	24,421.65
		CL-150740	4,453.09
212031	THE ALARM AND SPRINKLER CO INC	CL-150740	4,834.65
		CL-150808	891.00
212032	ADAMS, JARED AND OR CELESTE	CL-150660	1,734.94
212033	ALZAMORA, LUCERO	CL-150661	258.75
212034	ARKEE, SHEILA	CL-150662	274.62
212035	BANH, JULIE/NAM	CL-150663	552.55
212036	BELLOMO, PHILIP &/OR KATHY	CL-150665	454.48
212037	BODO, JOHN & TERA	CL-150666	859.05
212038	BOLES, NERMIN	CL-150667	199.55
212039	BRESSLER, ERIC & KATHY	CL-150668	97.29
212040	CHODZKO, MICHAEL &	CL-150669	621.00
212041	CLARK, BRIAN OR YOLANDA	CL-150670	234.60
212042	COMSTOCK, DAVID AND	CL-150671	120.41
212043	COON, MATTHEW/ERIKA	CL-150672	223.22
212044	CROWE, ROBERT AND/OR VIRGINIA	CL-150673	740.60
212045	DESHAZER, ALEX OR DARCY	CL-150674	168.02
212046	DICK, CRAIG OR BILLIE	CL-150675	434.93

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212047	EASTMAN, STEPHEN & TARA	CL-150676	531.30
212048	FULLER, MARK & CLAIRE	CL-150677	103.50
212049	GARCIA, MARIO & SHANNON	CL-150678	208.01
212050	GARCIA, ROSALINA	CL-150679	340.17
212051	GAU, MARY	CL-150680	207.00
212052	GUDIPATI, SRINIVAS &	CL-150681	344.66
212053	HINOJOSA, SALVADOR & NIDIA	CL-150682	128.16
212054	HOGGATT, ROBERT/VERONICA	CL-150683	523.34
212055	HULING, PARY	CL-150684	918.51
212056	HYLTON, CHRIS OR HERMINIA	CL-150685	169.05
212057	JOHANNES, JENNETTE	CL-150686	330.83
212058	JUNCAJ, EMILIO & LESLI	CL-150687	103.50
212059	KAMUS, RAY & MARIAN	CL-150688	786.97
212060	KAVEH, REZA AND OR ASHLEY	CL-150689	117.99
212061	KUEMERLE, IAN OR JENNIFER	CL-150690	351.90
		CL-150691	383.57
212062	LAHAM, HAISSAM & MANSOUR RIMA	CL-150692	157.87
212063	LEEB, ANDREA	CL-150693	144.90
212064	LEVENDOSKI, RICHARD OR LEA	CL-150694	1,479.36
212065	LEWIS, JONATHAN & ROBYN	CL-150695	1,093.88
		CL-150696	381.80
212066	LIEBERT, THOMAS &	CL-150697	57.96
212067	LOPEZ, CELESTES	CL-150698	120.80
212068	MATHIESEN, DAN & TARA	CL-150699	440.22
212069	MICHEL, WALTER &/OR NANCY	CL-150700	135.24
212070	MOHEB, MEHRDAD & NASR, NAHID	CL-150701	82.11
212071	MOON, JAMES AND OR CINDY	CL-150702	161.69
212072	MOORE, JEFF & CHERYL	CL-150703	98.67
212073	MYERS, EDWIN & BRENDA	CL-150704	301.07
212074	NILSEN, WILFRED & INGRID	CL-150705	113.85
212075	O'CONNOR, BRENDAN & JACQUELINE	CL-150706	687.47
212076	PETERSEN, DAVID OR LORIE	CL-150707	114.71
212077	PHO, STACY	CL-150708	99.36
212078	RITURBAN/JOHN PAUL & ANN	CL-150709	119.14
212079	RODAS, PHILLIP AND CAROLYN	CL-150710	160.43
212080	ROLING, MIKAIL	CL-150711	279.45
212081	ROSEN, AARON & ANGELA	CL-150712	82.80
212082	SANTIAGO, JOSE & YAMEL SANCHEZ	CL-150713	143.22
212083	SPOTSWOOD, EVAN & JENNIFER	CL-150714	311.19
212084	SUTHERLAND, GARY & RACHEL	CL-150715	121.44
212085	VAKILI, MIKE & SHABNAM	CL-150716	220.11
212086	VINUYA, RUEL AND OR KRISTEN	CL-150717	337.82
212087	WALSH, KAREN	CL-150718	163.53
212088	WALTERS, MICHELLE	CL-150664	442.06
212089	WEATHERWAX, KATHY	CL-150719	341.55

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212090	WINKLER, JOHN & CAROL	CL-150720	127.65
212091	ALARID, GRANT	CL-150458	11.00
212092	BELLACOSA, JULIE	CL-150459	19.00
212093	BIENEMANN, JILLIAN	CL-150460	15.00
212094	BORDEN, BONNIE	CL-150461	264.38
212095	BRANNON, JARETT	CL-150462	28.00
212096	BUSTOS, RYAN	CL-150463	92.00
212097	CRANE, SARA	CL-150464	81.00
212098	DIXON, MHYA	CL-150465	15.00
212099	GARCIA, IAN	CL-150466	10.00
212100	GARCIA, OSCAR	CL-150485	12.00
212101	GHALAMI, JULIAN	CL-150468	84.00
212102	GORDON-NEVAREZ, CORDELIA	CL-150790	84.00
212103	GORMAN, JADEN	CL-150469	10.00
212104	GREEN, TAYLOR	CL-150470	78.00
212105	GRIM, GARRON	CL-150471	10.00
212106	HAN, SOPHIA	CL-150472	80.00
212107	HEITZIG, KATHERINE	CL-150473	18.00
212108	LINDER, HEATHER	CL-150474	69.00
212109	MCMORRAN-MAUS, KRISTA	CL-150475	212.00
212110	MORRISON, DONIVYN	CL-150476	90.00
212111	NORTHOVER, LUKE	CL-150477	62.00
212112	ORTIZ, DAVID	CL-150480	88.00
212113	OWENS, DEBRA	CL-150478	89.00
		CL-150479	81.00
212114	SAKACH, ETHAN	CL-150481	15.00
212115	SPOONER, KYLEE	CL-150482	87.00
212116	VESCIO, KARINA	CL-150483	61.00
212117	WILSON, KIM	CL-150484	43.18
212118	GODFREY, NICOLE	CL-150841	274.28
212119	HAMMOND, DARCY	CL-150567	147.49
		CL-150568	147.49
212120	LEWIS, SHARON A.	CL-150569	105.23
		CL-150570	105.22
212121	MITCHELL, KAREN	CL-150572	474.38
212122	NAPORA, NOELLE	CL-150573	62.68
		CL-150574	62.67
212123	NORMAN, ELLESSE	CL-150578	68.71
		CL-150840	68.72
212124	ORGILL, JANELL	CL-150579	54.63
		CL-150580	54.62
212125	PANNING LA BATE	CL-150582	56.93
		CL-150583	56.92
212126	PLACE, SUSAN	CL-150585	3.45
212127	RADLEY, KIRSTEE	CL-150586	24.15

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212128	RASHIDI, AKRAM KIM	CL-150587	71.88
		CL-150588	71.87
212129	ROSO, MICHELLE	CL-150590	110.98
		CL-150593	110.97
212130	RUSINKOVICH, CHERYL	CL-150594	82.23
212131	SCHOOLER, DEBORAH	CL-150595	88.84
		CL-150596	88.84
212132	SMITH, ANNE	CL-150597	54.63
		CL-150598	54.62
212133	SOLTIS, PAMELA	CL-150599	64.98
		CL-150600	64.97
212134	STAFFORD, CAROL	CL-150601	113.85
212135	TUNULI, JESSICA	CL-150602	69.58
		CL-150603	69.57
212136	VARGAS, DAVID	CL-150604	205.85
212137	WACHMAN, TIFFANY	CL-150605	62.68
		CL-150606	62.67
212138	WESTON, KELLY	CL-150607	39.68
		CL-150608	39.67
212139	WHALEN, ANDREA	CL-150609	132.25
212140	WILLIAMS, ASHLEY	CL-150611	39.10
212141	WOLFSON, MEGHAN	CL-150612	154.68
		CL-150613	154.67
212142	LOPEZ, LAURA	CL-150571	41.40
212143	NOORZAD, TINA	CL-150575	51.75
212144	OROZCO, MARTHA	CL-150581	15.53
212145	PINO-MIRANDA, MARIA	CL-150584	120.18
212146	RIOS, AMADA	CL-150589	32.78
212147	WHITE, JULIA	CL-150610	34.50
212148	YERENA, MARICELA	CL-150614	75.90
212149	CORVEL CORPORATION	CL-150847	24,094.99
		CL-150848	41,883.02
212150	UNUM LIFE INSURANCE	PV-160087	10,174.06
212151	US BANK-PARS#6746022400	PO-350217	2,433,427.94
212152	ASSURED FIRE SYSTEMS	CL-151047	100.00
		CL-151064	1,040.00
212153	BERGMAN DACEY GOLDSMITH	CL-150781	1,479.25
		CL-151027	1,729.25
212154	BOWIE ARNESON WILES &	CL-151048	2,350.00
212155	BURKE WILLIANS SORENSEN	CL-151309	13,124.00
		CL-151311	3,256.50
212156	CITY OF SAN CLEMENTE	CL-150402	17,792.88
212157	CITY OF SAN JUAN CAPISTRANO	CL-150401	15,264.71
212158	COUNTY OF ORANGE-WASTE MNGT	CL-151050	463.28
212159	CR&R INCORPORATED	CL-150405	1,716.82

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212160	E. STEWART AND ASSOCIATES	CL-151159	7,326.00
		CL-151248	25,623.00
212161	FACILITIES PROTECTION SYSTEMS	CL-151051	188.52
		CL-151065	1,071.48
212162	MR CLEAN MAINTENANCE SYSTEMS	CL-150414	8,371.24
212163	PACIFIC PLUMBING COMPANY OF	CL-151055	1,869.46
212164	REM INC - REVEL ENVIRONMENTAL	CL-150422	907.68
212165	SAN DIEGO GAS & ELECTRIC	CL-151322	269,917.77
212166	SANTA MARGARITA WATER	CL-150425	689.07
212167	SIMPLEX GRINNELL LP	CL-151061	399.06
212168	SO CAL GAS CO	CL-150426	584.93
212169	SO COAST WATER DIST	CL-150427	5,434.54
212170	SOUTHERN CALIFORNIA EDISON	CL-150429	130,019.29
212171	VIRTUAL WATER SERVICES	CL-151063	274.44
212172	LA HABRA FENCE CO INC	CL-151054	17,276.00
212173	PLACEWORKS	CL-151056	660.00
212174	SILVER CREEK INDUSTRIES INC.	CL-151060	77,712.85
212175	RUSSELL SIGLER INC.	CL-150655	86.40
		CL-150657	8,571.43
212176	SILVER CREEK INDUSTRIES INC.	CL-151059	188,207.35
212177	BURKE WILLIAMS SORENSEN	CL-151310	3,256.50
212178	G.A. DOMINGUEZ	CL-151052	17,643.11
212179	GLEN PRODUCTS	CL-151053	2,002.61
212180	PLACEWORKS	CL-150419	2,671.25
212181	R. JENSEN COMPANY INC.	CL-151057	64,790.00
212182	SILVER CREEK INDUSTRIES INC.	CL-151058	80,087.85
212183	GALASSO'S BAKERY	PV-160088	179.20
		PV-160089	311.90
		PV-160090	299.85
		PV-160091	286.75
		PV-160092	163.10
		PV-160093	404.40
		PV-160094	566.40
		PV-160095	174.15
		PV-160096	163.00
		PV-160097	135.30
		PV-160098	136.10
		PV-160099	88.20
		PV-160100	154.60
		PV-160101	180.05
		PV-160102	146.85
		PV-160103	49.00
		PV-160104	31.40
		PV-160105	30.95
		PV-160106	1,901.40

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212184	HOLLANDIA DAIRY INC.	PV-160108	35,476.09
212185	OFFICE DEPOT	PV-160107	322.23
212186	DEPARTMENT OF JUSTICE	CL-151031	2,151.00
212187	ORANGE CTY DEPT EDUC	CL-151032	756.00
212188	XEROX CORPORATION	CL-151033	50,790.60
		CL-151034	46,420.75
		CL-151035	102,911.04
		CL-151036	219,862.27
212189	ANIMAL PEST MANAGEMENT SERVICE	CL-151198	3,325.00
212190	ASSOCIATION OF CALIFORNIA	CL-151196	328.00
212191	BARRETT-ROBINSON INC	CL-151199	1,850.00
212192	BIG TEX WEST TRAILERS SALES	PO-344958	15,946.00
212193	BOYD L BEAMAN	CL-151200	286.00
212194	CDW GOVERNMENT	PO-350049	343,840.56
		PO-350051	343,840.56
212195	CINTAS CORP #640	CL-151201	10.76
		CL-151202	25.10
		CL-151203	153.12
212196	CLEAN SOURCE	CL-151204	8,018.41
		CM-160003	615.27-
212197	CSBA	PO-350043	18,088.00
212198	DANIELS TIRE SERVICE	CL-151206	3,062.62
		CL-151207	605.88
		CL-151208	75.03
		CL-151209	75.03
212199	DELL MARKETING L P	CL-151210	917.06
		CL-151211	1,406.35
		PO-346088	2,557.66
212200	DELTA EDUCATION	CL-151213	23,574.54
212201	DM COLOR EXPRESS	CL-151214	71.55
212202	DUNN-EDWARDS CORP	CL-151215	1,570.02
212203	EDUCATIONAL TESTING SERVICE	CL-151218	7,122.36
		CL-151219	4,202.00
212204	EPIC MACHINES INC	CL-151216	47,725.56
		CL-151217	1,332.94
		PO-350248	83,272.36
212205	FREEWAY AUTO SUPPLY	CL-151220	35.23
		CL-151221	188.53
		CL-151222	248.23
212206	GANAHL LUMBER	CL-151223	827.23
212207	HD SUPPLY CONSTRUCTION AND	CL-151224	127.42
212208	HIRSCH PIPE & SUPPLY	CL-150560	57.44
		CL-150737	89.71
		CL-151225	361.81
		CM-160004	71.01-

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212209	HOWARD TECHNOLOGY SOLUTIONS	CL-151226	269.50
		CL-151227	49.00
		CL-151228	24.50
		CL-151229	24.50
212210	HYDRO-SCAPE PRODUCTS INC	CL-151230	1,867.92
212211	LOCAL JANITORIAL & VACUUM	CL-151231	30.79
		CL-151232	4,104.00
212212	LRP PUBLICATIONS	PO-350235	12,555.00
212213	DELL MARKETING L P	CL-151212	21.59
212214	ADAMSON, CORAL	CL-150486	117.30
		CL-150487	117.30
212215	BENNETT, ERIN	CL-150488	248.98
212216	BIRKINSHAW, SANDY	CL-150489	44.85
		CL-150490	44.85
212217	CAUDILL, AMANDA	CL-150491	37.95
		CL-150492	37.95
212218	CHANG, KATY K.	CL-150493	120.18
212219	CHAPMAN, ELIZABETH	CL-151195	89.13
212220	CORCORAN, TRAVIS	CL-150496	69.58
		CL-150497	69.57
212221	ENGELSON, EMILY	CL-150498	71.02
		CL-150499	71.01
212222	ENRIQUEZ, MICHELLE L	CL-150500	59.52
		CL-150501	59.51
212223	EXWORTHY, MARK	CL-150502	266.23
212224	FERGUSON, ERIN	CL-150503	119.03
212225	FITZSIMMONS, KATHLEEN	CL-150504	45.72
		CL-150505	45.71
212226	FLYNN, MARGARET	CL-150507	60.95
		CL-150508	60.95
212227	FRIEDLANDER, DOROTHY	CL-150509	65.55
		CL-150510	65.55
212228	GILL, ARVINDER	CL-150511	53.76
		CL-150512	53.77
212229	HALL, SHEILA	CL-151234	155.25
212230	HENRY, LISA	CL-150513	43.13
212231	HILL, DAWN	CL-150518	136.85
212232	JIMENEZ, DENISE	CL-150519	35.37
		CL-150520	35.36
212233	KOPELSON, KATHLEEN	CL-150514	71.02
		CL-150515	71.01
212234	LAIDLEY, JOANIE	CL-150521	39.68
		CL-150522	39.67
212235	MCKEE, DANISE	CL-150524	29.90
		CL-150525	29.90

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212236	MELE, JENNIFER	CL-150526	17.25
212237	MICKLE, JACQUELINE	CL-150527	30.77
		CL-150528	30.76
212238	MORAND, CARA	CL-150529	30.48
		CL-150530	30.47
212239	COPE, MARY	CL-150495	66.70
212240	FLOTHO, LISA	CL-150506	103.50
212241	HARMAN, NANCY	CL-150516	96.60
212242	HAYES, NATALIE	CL-150517	91.43
212243	LEE, CHIA LUN (JENNIFER)	CL-150523	4.03
212244	BRANNAM, ANDREA	CL-150748	40.25
212245	BRUNTON, MICHELLE	CL-150750	78.78
212246	CULBERTSON, CHRIS	CL-150752	382.95
212247	CUNNINGHAM, CHADWICK	CL-150751	98.90
212248	DAVIS, DANIELLE	CL-150753	92.58
212249	FINMAN, MARIE	CL-150754	50.60
212250	HAACK, KATHI	CL-150755	87.98
212251	HARRISON, EVA	CL-150756	63.25
212252	KENNEY, VALERIE	CL-150757	25.88
212253	KERINS, TRACY	CL-150758	34.50
212254	KONOGERIS, KATHI	CL-150759	40.83
212255	LITTLE, KELLIE	CL-150760	47.73
		CL-151255	47.72
212256	MACK, ALANA	CL-150762	20.13
212257	MCMORRAN-MAUS, KRISTA	CL-150763	8.86
		CL-150764	35.42
212258	NEUSTAEDTER, ISAIAH	CL-150765	23.00
212259	NGUYEN, DANG	CL-150767	13.80
212260	NIXON, ROBYN	CL-150768	31.05
212261	PATTERSON, DEBBIE	CL-150769	183.43
212262	PETERSON, DEBRA	CL-150770	397.90
212263	RAMIREZ, DANA	CL-150722	24.08
		CL-150771	35.65
212264	RODRIGUEZ, MICHELLE	CL-150772	152.95
212265	SANCHEZ, LYNN	CL-150773	37.38
212266	SMITH, LORI	CL-150774	25.88
212267	TABARI, LISA SEYEDI	CL-150775	59.80
212268	UMINSKY, ALMA	CL-150776	92.00
212269	WEBSTER, ANNE	CL-150777	73.60
212270	WENTZEL, KORY	CL-150778	127.08
212271	WORKMAN, KEN	CL-150779	47.73
		CL-151257	5.18
212272	NIETO, DIANA	CL-150766	50.60
212273	BAILEY, REBECCA	CL-151124	52.90
212274	BENE, CHERI	CL-151125	138.00

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212275	BLAND, LISA	CL-151126	30.48
212276	BOGNAR, CATHERINE	CL-151127	36.92
		CL-151128	24.61
212277	BUCKMAN, JENNIFER	CL-151129	50.03
212278	CARDIN, PATTI	CL-151131	48.30
		CL-151256	48.30
212279	CARLISLE, TERESA	CL-151132	23.58
212280	CHRISTMAN-STURM, TRACY	CL-151133	59.80
212281	COPPOLA, LUCI	CL-151134	101.78
212282	CREED, KENDRA	CL-151135	36.80
212283	CROSS, MINDY	CL-151136	176.53
212284	DAVIS, DANIELLE	CL-151137	37.95
212285	DIXON, AURORA	CL-151138	104.65
212286	FETTIS, ANNETTE	CL-151140	12.65
212287	FINNSSON, JAMIE	CL-151141	34.50
212288	GONG, PHOEBE	CL-151142	95.45
212289	HANAFORD, LAURA	CL-151143	52.90
212290	HERNANDEZ, MARLO	CL-151144	24.73
212291	HIOUREAS, ANGELA	CL-151145	95.45
212292	IMSLAND, TRACEY	CL-151146	7.02
		CL-151147	14.03
		CL-151148	14.03
212293	JONES, JOSEPH	CL-151149	183.43
212294	KLISTER, PAMELA	CL-151139	76.48
212295	LACHEMANN, DINA	CL-151150	63.83
212296	LANGLEY, SUE	CL-151151	6.90
212297	PRESCOTT, DON	CL-151153	42.55
212298	SHAH, RANA	CL-151154	62.10
212299	SHARPE, KAREN	CL-151155	31.05
212300	TESKEY, KAREN	CL-151157	132.83
212301	WEIS-DAUGHERTY, DENISE	CL-151158	155.25
212302	SODERIN, BONNIE	CL-151156	11.50
212303	NUNAN, KATIE	CL-151152	174.80
212304	CAPISTRANO CONNECTIONS ACADEMY	PO-350219	892,906.00
212305	CERTIFIED TRANSPORTATION	CL-150918	480.00
		CL-150919	919.00
		CL-150923	875.75
		CL-150924	2,038.40
		CL-150926	929.38
		CL-150927	1,018.75
		CL-151321	652.38
212306	COMMUNITY ROOTS	PO-350218	184,342.00
212307	JFK TRANSPORTATION CO INC	CL-150915	1,820.00
		CL-150916	780.00
		CL-150917	3,780.00

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212308	JOURNEY CHARTER SCHOOL	PO-350220	132,428.00
212309	OPPORTUNITY FOR LEARNING	PO-350221	45,637.00
212310	ORANGE CTY DEPT EDUC	CL-151336	504.00
212311	OXFORD ACADEMY	PO-350222	281,431.00
212312	PACIFIC COAST SIGHTSEEING	CL-151002	2,445.62
		CL-151009	798.88
212313	OPPORTUNITY FOR LEARNING	CL-150949	0.32
		CL-151037	131.48
212314	MOBILE MODULAR	CL-151334	6,103.35
		CM-160007	610.00-
		CM-160008	610.00-
212315	MOBILE MODULAR	CL-151335	12,391.65
212316	SO COAST DISTRIBUTING CO	CL-150625	4,158.00

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212317	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		CL-150849	474.84
		CL-150850	52.77
		CL-150851	28.19
		CL-150852	15.82
		CL-150853	15.83
		CL-150854	34.56
		CL-150855	159.53
		CL-150856	35.20
		CL-150857	595.94
		CL-150858	447.63
		CL-150859	428.27
		CL-150860	387.05
		CL-150861	301.44
		CL-150862	494.74
		CL-150863	411.03
		CL-150864	176.08
		CL-150865	277.72
		CL-150866	73.95
		CL-150867	35.51
		CL-150868	220.41
		CL-150869	271.06
		CL-150870	449.63
		CL-150871	153.26
		CL-150872	1,715.04
		CL-150873	4.86
		CL-150874	44.17
		CL-150875	668.75
		CL-150876	46.14
		CL-150877	82.41
		CL-150878	46.72
		CL-150879	302.89
		CL-150880	16.31
		CL-150881	285.95
		CL-150882	22.96
		CL-150883	34.56
		CL-150884	80.99
		CL-150885	47.51
		CL-150886	19.43

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Warrant Number	Name of Payee	Reference Number	Amount
212318	SOUTHWEST SCHOOL&OFFICE SUPPLY	CL-150887	15.33
		CL-150888	15.34
		CL-150889	1,683.25
		CL-150890	233.69
		CL-150891	444.44
		CL-150892	7.88
		CL-150893	162.37
		CL-150894	6.06
		CL-150895	125.95
		CL-150896	2,809.69
		CL-150897	179.98
		CL-150898	295.97
		CL-150899	465.80
		CL-150900	12.00
		CL-150901	72.47
		CL-150902	237.70
		CL-150903	779.91
		CL-150904	11.97
		CL-150905	403.19
		CL-150906	1,210.26
		CL-150907	2,713.47
		CL-150908	1,485.85
		CL-150909	122.41
		CL-150910	284.89
		CL-150911	143.20
		PV-160110	8.64
		PV-160111	6.46
212319	TIME CLOCK SALES SERVICE	PO-350224	236.00
212320	TOBII DYNAVOK	CL-150195	2,102.00
212321	VERIZON WIRELESS	PV-160112	19.39
		PV-160113	19.39
		PV-160114	180.27
212322	NEXTRUK INC	CL-151265	2,684.00
212323	RIFTON EQUIPMENT	CL-151279	226.80
		CL-151280	226.80
212324	SELECT EQUIPMENT SALES INC	CL-151281	490.50
212325	TARGET SPECIALTY PRODUCTS	CL-151294	353.83
212326	THE NEW YORK TIMES	CL-151295	11.34
212327	VERIZON WIRELESS	PV-160115	143.98
212328	VERTICAL TRANSPORT INC	CL-151301	2,593.52
212329	WATERLINES TECHNOLOGIES INC	CL-151302	298.94
		CL-151303	2,392.07
212330	WAXIE SANITARY SUPPLY	CL-151304	584.43
		CL-151305	196.41
		CL-151306	1,619.48

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Warrant Number	Name of Payee	Reference Number	Amount
212331	THOMSON REUTERS/BARCLAYS	PO-350322	150.00
212332	BRADLEY, JUDITH S	CL-151160	47.15
212333	BRAUN, C. ANNE	CL-151162	314.53
212334	BROWN, SUSAN	CL-151161	9.20
212335	CARLISLE, TERESA	CL-151170	5.75
212336	COPLEY, HANNAH	CL-151163	67.85
212337	DYE, JANETTE	CL-151164	40.83
212338	ENDER, PAMELA	CL-151165	69.00
212339	FALLMAN, MEGAN	CL-151166	39.10
212340	GARCIA, ELISEO	CL-151167	17.83
212341	HERTZ, JANA	CL-151168	200.10
212342	HIGHTOWER, SHERI	CL-151169	134.55
212343	KIMINAS, ANTHONY	CL-151171	134.55
212344	KROGMAN, DEBRAH	CL-151172	77.05
212345	NEE, KATHLEEN	CL-151173	179.98
212346	NIETO, ANJULI	CL-151174	196.65
212347	NORRIS, MAUREEN	CL-151175	28.75
212348	ORTIZ, RYAN	CL-151176	363.40
212349	PARKER, LAURA	CL-151177	100.05
212350	RAFF, DEIDRE	CL-151178	108.68
212351	SHUMATE, DAGMAR	CL-151179	114.43
212352	SIELING, TARA	CL-151180	49.91
		CL-151181	24.96
		CL-151182	49.91
212353	STEVER, JANELLE	CL-151183	297.28
212354	TALILI, MAILUMAI	CL-151184	221.96
212355	WIEDEMAN, LORI	CL-151185	98.33
212356	WILBUR, SANDRA	CL-151186	103.50
212357	AKHLAGHI SEAN &	CL-150933	110.40
212358	BRITSCHGI, URS &	CL-150928	317.12
212359	CHEN, GARY AND OR ERICA	CL-150929	113.60
212360	CROWE, ROBERT AND/OR VIRGINIA	CL-150930	137.54
212361	CUHADAROGU, MEHMET OR BELGIN	CL-150931	1,097.10
212362	DOUGHERTY, PATRICK & BRANNAN	CL-150932	932.88
		CL-151313	36.39
212363	HARRIS, DARREN AND OR NICOLE	CL-150934	408.99
212364	HAWORTH, MARK & JENNIFER	CL-150935	100.46
212365	MCGOWAN, DARLENE	CL-150936	1,527.20
212366	NICOLL, THOMAS & HEIDI	CL-150937	115.00
212368	TRITZ, RICHARD &/OR JULIE	CL-150939	141.45
212369	AFSHAR, RODMAN	CL-150940	20.00
212370	ALMON, RYAN	CL-150941	85.00
212371	ANDERSON, DANE	CL-150942	18.00
212372	BAYLESS, STEPHANIE	CL-150943	10.00
212373	BRACAMONTE, JESSIE	CL-150944	15.00

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212374	BREIDENTHAL, KIERAN	CL-150945	89.00
212375	BRENTLINGER, JODEE	CL-150946	38.44
212376	BROADWAY, ADONIS	CL-150947	89.00
212377	BROWN, FAITH	CL-150948	24.00
212378	BRUCH, MADISON	CL-150950	18.00
212379	CALDERWOOD, ELLESE	CL-150951	144.00
212380	CAPATINA, BRYAN	CL-150952	84.00
212381	CICHOWSKI, AMY	CL-150953	575.00
212382	CONNELL, CHARLES	CL-150954	94.00
212383	CUSIMANO, MITCHELL	CL-150955	69.00
212384	DAVIES-KIERNAN, NATALIE	CL-150956	69.00
212385	DETHLEFS, PAUL	CL-150960	89.00
212386	DINA, MIGUEL	CL-150961	12.00
212387	ENRIQUEZ, NANCY	CL-150962	320.00
212388	FALLON, LUKE	CL-150963	144.00
212389	FERER, EVERETT	CL-150964	84.00
212390	GARCIA, CHRISTIAN	CL-150965	28.00
212391	GARCIA-CASTRO, JAILENE	CL-150966	15.00
212392	GARRITY, CLAIRE	CL-150968	85.00
212393	GAYED, MICHAEL	CL-151319	60.00
212394	GOLICK, DEAN	CL-150970	18.00
212395	GRIMMER, CARLY	CL-150971	77.00
212396	GRISHABER, MADISON	CL-150972	85.00
212397	HANG, JOHNATHAN	CL-150973	84.00
212398	HANSON, REBECCA	CL-150974	22.00
212399	HERNANDEZ, KARINA	CL-150975	5.00
212400	HOLCOMB, MATTHEW	CL-150976	15.00
212401	HOLLAND, BAILEY	CL-150977	81.00
212402	KERR, KATIE	CL-150978	15.00
212403	KILBY, JACOB	CL-150979	128.00
212404	KINKAID, CLARE	CL-150980	80.00
212405	KOM, TYLER	CL-150981	88.00
212406	KRUFAL, DYLAN	CL-150982	20.00
212407	KUMAMOTO, RILEY	CL-150983	81.00
212408	LIEM, ERICA	CL-150984	28.00
212409	LOZINSKI, AVALON	CL-150985	85.00
212410	LUNA, MELIA	CL-150986	26.00
212411	MALLARI, NICHOLAS	CL-150987	85.00
212412	MOORE, COLIN	CL-150989	22.00
212413	MUNRO, MACKENZIE	CL-150990	20.00
212414	OKEY, JOSEPHINE	CL-150991	87.00
212415	PATRICK, DELANEY	CL-150992	14.00
212416	PAWLOWSKI, CAITLIN	CL-150993	176.00
212417	PENNINGTON, NOAH	CL-150994	15.00
212418	PETERSEN, MIKAYLA	CL-150995	15.00

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Warrant Number	Name of Payee	Reference Number	Amount
212419	PIERSON, RICHARD	CL-150996	84.00
212420	POWELL, BRENDAN	CL-150997	87.00
212421	REILLY, KELLY	CL-150998	16.00
212422	ROBERTSON, ALEXANDRIA	CL-150999	22.00
212423	ROBINSON, JACOB	CL-151000	15.00
212424	ROSE, ZACHARY	CL-151001	10.00
212425	ROWE, LAUREN	CL-151003	22.00
212426	SANCHEZ, DAISY	CL-151004	94.00
212427	SCHOONOVER, TYLER	CL-151005	88.00
212428	SHOFFEITT, LINDSEY	CL-151006	139.00
212429	SIPPRELL, AUSTIN	CL-151019	80.00
212430	SMITH, KYLEIGH	CL-151007	87.00
212431	SMITH, MEGAN	CL-151008	15.00
212432	SORIANO, RAYMOND	CL-151010	15.00
212433	STEIN, BRIAN	CL-151011	84.00
212434	TATE, ANTHONY	CL-151012	77.00
212435	VIRZI, LAUREN	CL-151013	85.00
212436	VU, KRYSTEN	CL-151014	85.00
212437	WHITNEY, DREW	CL-151020	80.00
212438	WILSON, TREVOR	CL-151015	20.00
212439	WINSTEN, ARIANA	CL-151016	84.00
212440	ZAMORA, ANGEL	CL-151017	20.00
212441	ZWIEG, MICHAELA	CL-151018	84.00
212442	CASHIN, LINDSAY	CL-151187	480.00
212443	LAMOURELLE, MAGALI	CL-151189	495.00
212444	LIM, LYDIA	CL-151191	375.00
212445	MACK, KHAMIL	CL-151192	395.00
212446	SCHMIDT, EMILY	CL-151193	250.00
212447	VAN DER MAATEN, KEITH	CL-151188	270.00
212448	THOMPSON, ELLEN	CL-151194	83.89
212449	ALPINE ACADEMY	CL-151427	3,200.00
		CL-151428	4,941.00
		CL-151429	3,900.00
212450	BLIND CHILDREN'S LEARNING	CL-151038	213.80
		CL-151433	4,572.70
		CL-151434	945.00
212451	BUSINESS INTERPRISE	CL-151436	1,130.50
		CL-151437	1,695.75
212452	CATHEDRAL HOME FOR CHILDREN	CL-151440	3,040.00
		CL-151441	6,450.00
		CL-151442	4,650.00

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212453	CLARINDA ACADEMY	CL-151443	2,500.00
		CL-151444	2,653.50
		CL-151445	818.50
		CL-151446	2,653.50
		CL-151447	818.50
212454	DEVEREUX TEXAS TREATMENT	CL-151353	0.01
		CL-151458	2,794.22
		CL-151459	5,866.04
		CL-151460	5,866.05
212455	DEVEREUX TEXAS TREATMENT	CL-151456	2,193.18
		CL-151457	7,667.10
212456	ACADEMIA DE SERVICIO DE	CL-151426	5,143.50
212457	ATKINSON ANDELSON LOYA	CL-151430	35,367.75
212458	BARBER & GONZALES CONSULTING	CL-151431	1,435.61
		CL-151432	5,745.81
212459	BRAINFUSE INC	CL-151435	1,960.00
212460	CONTEMPORARY SERVICES CORP.	CL-151450	323.00
		CL-151451	1,552.15
		CL-151452	2,900.46
		CL-151453	3,245.38
		CL-151454	928.32
212461	DANNIS WOLIVER KELLEY	CL-151455	2,115.00
212462	SCHOOL SERVICES OF CALIF	CL-151342	14,200.00
212463	US BANK-PARS#6746022400	CL-151629	15,554.58
212464	CAPISTRANO UNIFIED SCHOOL DIST	CL-151627	93,063.54
		CM-160009	2.01-
		CM-160010	100.80-
		PO-350267	7,954.35
212465	CHLIC-CHICAGO	PO-350265	29,412.17
		PO-350266	16,075.00
212466	MEBA C/O	PO-350269	3,673,348.74
212467	UNUM LIFE INSURANCE	PO-350268	10,267.40
212468	CAPISTRANO USD	CL-151628	19,681.31
212469	MOBILE COMMUNICATION REPAIR	PV-160116	2,070.00
		PV-160117	11,070.00
		PV-160118	4,830.00
		PV-160119	25,830.00
		PV-160120	4,612.50
		PV-160121	4,612.50

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Warrant Number	Name of Payee	Reference Number	Amount
212470	US BANK CORP PAYMENT SYSTEM	-	
		CL-151039	495.54
		CL-151040	20.00
		CL-151041	407.79
		CL-151043	161.99
		CL-151044	369.17
		CL-151045	309.11
		CL-151046	95.00
		CL-151235	5,852.23
		CL-151236	8,643.90
		CL-151237	297.82
		CL-151238	146.94
		CL-151239	323.41
		CL-151240	82.62
		CL-151241	160.92
		CL-151242	1,231.05
		CL-151243	297.50
		CL-151244	5,164.00
		CL-151246	1,208.20
		CL-151247	5,776.00
		CL-151250	2,158.70
		CL-151251	4,344.40
		CL-151345	1,139.22
		CL-151346	122.88
		CL-151349	399.49
		CL-151351	340.31
		CL-151352	114.92
		CL-151354	355.00
		CL-151355	99.95
		CL-151357	36.10
		CL-151409	59.90

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Warrant Number	Name of Payee	Reference Number	Amount
212471	US BANK CORP PAYMENT SYSTEM	-	
		CL-151410	263.25
		CL-151411	29.86
		CL-151412	313.99
		CL-151413	160.00
		CL-151414	17.90
		CL-151415	999.48
		CL-151416	393.80
		CL-151417	1,653.00
		CL-151418	775.00
		CL-151419	1,240.00
		CL-151420	160.10
		CL-151421	201.13
		CL-151423	765.00
		CL-151424	113.40
		CL-151425	750.00
		CL-151600	279.78
		CL-151601	760.00
		CL-151602	750.00
		CL-151603	196.00
		CL-151604	1,210.00
		CL-151743	189.00
		CL-151744	647.96
		CL-151745	2,186.42
		CL-151746	85.82
		CL-151752	79.99
		CL-151753	27.94
		CL-151754	205.15
		CL-151765	253.49
		CL-151766	368.65
		CL-151767	238.02
		CL-151768	50.25
		CL-151769	277.98
		CL-151770	182.74
		CL-151771	15.34
		CL-151772	11.87

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Warrant Number	Name of Payee	Reference Number	Amount
212472	US BANK CORP PAYMENT SYSTEM	-	
		CL-151773	17.54
		CL-151784	181.02
		CL-151785	172.40
		CL-151786	159.47
		CL-151787	142.23
		CL-151788	150.85
		CL-151789	137.92
		CL-151790	110.33
		CL-151792	68.96
		CL-151793	12.94
		CL-151794	6.46
		CL-151795	37.89
		CL-151796	140.38
		CL-151797	75.00
		CL-151798	40.71
		CL-151799	84.04
		CL-151800	13.27
		CL-151801	22.62
		CL-151802	96.61
		CL-151803	575.00
		CL-151804	209.32
		CL-151808	194.26
		CL-151810	34.52
		CL-151811	14.95
		CL-151812	269.90
		CL-151813	37.35
		CL-151814	25.88
		CL-151815	737.25
		CL-151816	235.34
		CL-151817	300.65
		CL-151818	47.41
		CL-151819	185.33
		CL-151821	107.75
		CL-151822	413.76

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Warrant Number	Name of Payee	Reference Number	Amount
212473	US BANK CORP PAYMENT SYSTEM	-	
		CL-151823	226.45
		CL-151824	56.24
		CL-151825	148.05
		CL-151826	136.95
		CL-151827	1,719.19
		CL-151830	256.83
		CL-151831	581.41
		CL-151832	491.34
		CL-151833	87.35
		CL-151834	172.82
		CL-151835	105.49
		CL-151836	100.85
		CL-151837	59.46
		CL-151838	22.55
		CL-151839	61.87
		CL-151840	67.80
		CL-151841	245.48
		CL-151842	18.98
		CL-151843	196.71
		CL-151844	327.91
		CL-151845	388.56
		CL-151846	60.41
		CL-151847	3,664.45
		CL-151848	42.93
		CL-151849	287.85
		CL-151850	1,120.39
		CL-151851	267.27
		CL-151852	80.25
		CL-151853	32.37
		CL-151854	32.37
		CL-151855	143.73
		CL-151856	69.08
		CL-151857	43.74

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Warrant Number	Name of Payee	Reference Number	Amount
212474	US BANK CORP PAYMENT SYSTEM	-	
		CL-151858	204.38
		CL-151859	402.11
		CL-151860	58.32
		CL-151861	318.22
		CL-151862	845.46
		CL-151863	79.24
		CL-151864	233.41
		CL-151865	155.69
		CL-151866	290.10
		CL-151867	18.99
		CL-151868	27.23
		CL-151869	770.85
		CL-151870	484.73
		CL-151871	2,317.62
		CL-151872	1,062.55
		CL-151873	113.65
		CL-151875	101.85
		CL-151876	40.75
		CL-151877	69.78
		CL-151878	251.05
		CL-151879	55.73
		CL-151880	22.62
		CL-151881	50.23
		CL-151882	48.50
		CL-151883	130.77
		CL-151885	596.39
		CL-151886	457.94
		CL-151887	319.86
		CL-151888	248.78
		CL-151889	355.40
		CL-151890	355.40
		CL-151891	486.55
212475	US BANK CORP PAYMENT SYSTEM	CL-151893	60.84
		CL-151894	52.81
		CL-151895	972.91
		CL-151897	303.03
		CL-151898	303.03
		CL-151899	4,242.37
		CL-151900	4,242.37
		CL-151901	128.65
		CL-151902	74.50
		CL-151903	890.79
		CL-152019	140.99
		PV-160122	5,832.00

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Warrant Number	Name of Payee	Reference Number	Amount
212476	US BANK CORP PAYMENT SYSTEM	CL-151874	240.00
212477	US BANK CORP PAYMENT SYSTEM	CL-151828	252.00
212478	BURKE WILLIAMS SORENSEN	CL-151309	4,191.13
		CL-151311	3,429.10
212479	CITY OF SAN CLEMENTE	CL-150402	12,229.04
212480	CITY OF SAN JUAN CAPISTRANO	CL-150401	2,715.12
212481	MOULTON NIGUEL WATER	CL-152003	13,207.95
212482	ORANGE CTY DEPT EDUC	CL-150416	8,438.48
212483	SAN DIEGO GAS & ELECTRIC	CL-152004	227,002.03
212484	SANTA MARGARITA WATER	CL-150425	3,315.81
212485	SO CAL GAS CO	CL-150426	3,346.10
212486	SO COAST WATER DIST	CL-150427	2,173.32
212487	BURKE WILLIAMS SORENSEN	CL-151310	5,080.17
212488	DAVID TAUSSIG ASSOC INC	CL-150456	250.00
		CL-150457	250.00
		CL-151997	354.51
		CL-152000	368.56
212489	AMERICAN LOGISTICS COMPANY LLC	CL-151755	16,760.75
212490	BANK OF AMERICA NATIONAL	PO-350360	49,815.60
212491	CAPISTRANO CONNECTIONS ACADEMY	CL-151639	217,288.00
212493	OCEAN INSTITUTE	CL-152005	500.00
212494	OPPORTUNITY FOR LEARNING	CL-151640	43,322.00
212495	OXFORD ACADEMY	CL-151641	29,010.00
212496	THOUSAND PINES OUTDOOR SCHOOL	PO-350278	1,995.00
212497	OPPORTUNITY FOR LEARNING	CL-151638	0.35
		CL-151683	4,400.58
		CL-151684	1,216.57
212498	COX COMMUNICATIONS	CL-151258	6,618.97
		CL-151358	13,886.82
		CL-151359	2,297.86
212499	MARBELLA FARMERS MARKET	CL-151259	522.48
212500	MERCURY DISPOSAL SYSTEM INC	CL-151260	779.35
		CL-151360	138.00
212501	MESA GOLF CARTS	CL-151261	1,484.91
212502	MILLER MECHANICAL	CL-151644	3,551.58
212503	NCS PEARSON INC.	CL-151778	210.16
		CL-151779	140.11
212504	OFFICE DEPOT	CL-151268	1,831.13
		CL-151269	63.01
		CM-160013	76.57-
212505	PAC TYPEWRITER & COMM	CL-151275	900.00
212506	PC & MACEXCHANGE	CL-151276	13,270.00
		CL-151361	13,270.00
212507	QUALITY TOWING	CL-151277	149.00
		CL-151780	75.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....AUGUST 12, 2015

Warrant Number	Name of Payee	Reference Number	Amount
212508	SHRED-IT USA	CL-151282	163.00
212509	SNAP-ON TOOLS INDUSTRIAL	CL-151283	2,062.38
212510	SPARKLETTS	CL-150187	4.10
		CL-151284	35.98
		CL-151285	6.84
		CL-151288	8.20
		CL-151289	15.48
		CL-151290	19.58
		CL-151291	9.59
		CL-151292	41.00
		CL-151651	61.21
		CL-151652	2.05
		CL-151992	3.84
212511	TIFCO INDUSTRIES	CL-151296	388.15
212512	TONY'S LOCKSMITH SERVICE	CL-151297	224.64
212513	TUTTLE CLICK FORD LINCOLN	CL-151298	1,669.89
		CL-151299	228.28
212514	UNITED REFRIGERATION	CL-151653	2,360.59
		CL-151654	2,159.36
212515	UNITED WATER WORKS INC.	CL-151300	1,468.34
212516	VERIZON WIRELESS	CL-151656	145.74
		CL-151657	107.99
		CL-151658	2,762.70
212517	WAXIE SANITARY SUPPLY	CL-151660	6,135.16
		CM-160011	19.83-
		CM-160012	23.33-
212518	WESTERN GRAPHIX	CL-151307	175.00
212519	YALE CHASE EQUIPMENT AND	CL-151308	100.00
212520	OFFICE DEPOT	CL-151266	30.46
		CL-151998	49.54
212521	SPARKLETTS	CL-151286	11.84
		CL-151287	8.20
		CL-151646	2.05
		CL-151647	2.05
		CL-151648	1.02
		CL-151649	1.03
		CL-151650	6.15
		CL-151781	2.05
		CL-151782	2.05
212522	STARBUCK TRUCK REFINISHING INC	CL-151293	2,686.24
212523	ACSA/FOUNDATION FOR EDUC	PO-350276	2,304.40
212524	ACTIVE NETWORK LLC	PO-350130	2,096.25
212525	BLAIRS TOWING INC	CL-151758	525.00
212526	BRINKS INC.	CL-151606	162.42

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....AUGUST 12, 2015

Warrant Number	Name of Payee	Reference Number	Amount
212527	C D T INC.	CL-151761	180.00
		CL-151762	420.00
212528	COMPLETE OFFICE OF CA	CL-151205	88.79
		PO-350106	235.07
		PO-350107	745.33
		PO-350108	134.33
		PO-350109	3,228.15
		PO-350111	58.29
212529	CREATIVE CONTRACTORS CORP	CL-151764	10,300.00
212530	DANIELS TIRE SERVICE	CL-151325	744.87
		CL-151328	744.87
		CL-151329	744.87
		CL-151330	313.63
		CL-151332	313.63
		CL-151333	313.63
212531	DELL MARKETING L P	CL-151607	114.69
		CL-151608	383.07
		CL-151609	33.45
		CL-151610	593.22
		PO-346636	18,557.59
212532	DEWEYS HOME APPLIANCES	CL-151611	592.92
		PO-346190	160.92
212533	EAGLE SOFTWARE	PO-350126	61,785.00
212534	FIRST SERVICE	PO-346180	3,540.30
212535	FISHER SCIENTIFIC	CL-151613	137.27
212536	FIVE STAR TROPHIES	CL-151614	428.76
212537	GEIGER	CL-151327	75.19
		CL-151616	1,463.64
212538	HOWARD TECHNOLOGY SOLUTIONS	PO-350053	128,380.00
212539	HYDRO-SCAPE PRODUCTS INC	CL-151619	140.14
212540	INTERNATIONAL BACCALAUREATE	PO-350299	11,090.00
212541	KELLY PAPER COMPANY	CL-151623	5,899.46
		CL-151624	437.37
		PO-350262	6,740.36
212542	LEMUR MUSIC COMPANY	CL-151625	4,102.86
212543	LIBERTY FLAGS	CL-151626	70.80
212544	LYRIS TECHNOLOGIES INC	PO-350127	3,006.15
212545	SOCIAL STUDIES SCH SERVE	CL-151618	95.54
212546	DAVID GRANT INC	PO-350277	543.60
212547	IRON MOUNTAIN	PO-350234	181.33
212548	STATE BD EQUALIZATION	CL-151996	411.72
212549	360 PRINT MEDIA	PO-346703	4,742.58
212550	MCGRAW-HILL SCHOOL EDUCATION	CL-151775	887.84

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
212551	MOBILE FLEET WASH	CL-151024	113.75
		CL-151025	113.75
		CL-151262	370.50
		CL-151263	370.50
212552	MUSIC & ARTS	CL-151021	39.63
		CL-151264	29.49
212553	NASCO	CL-151316	30.93
		CL-151777	187.23
212554	NILES BIOLOGICAL INC	CL-150912	29.95
		CL-151314	24.48
		CL-151315	111.75
212555	OC TANK TESTING INC	CL-151023	289.27
		CL-151274	1,223.68
212556	ONE STOP BINDERY	CL-151270	30.00
212557	ORANGE COAST COLLEGE	CL-151271	2,499.87
		CL-151272	2,395.13
212558	ORANGE COUNTY FIRE AUTHORITY	CL-151273	100.00
212559	PARKHOUSE TIRE INC.	CL-151635	275.42
		CL-151636	1,239.48
212560	R&S SOIL PRODUCTS INC	CL-151278	877.60
212561	RECREATION BY DESIGN	CL-151645	2,037.05
212562	SHORE GARDENS NURSERY	CL-151362	100.00
212563	TIFCO INDUSTRIES	CL-151707	256.09
212564	TRUCPAR CO	CL-151708	215.95
212565	EBBING, CURTIS AND/OR MARYAM	CL-151461	964.32
212566	FARIBORZ, SURUR FAZELI	CL-151464	478.40
212567	GARCIA, IRMA R.	CL-150914	855.40
		CL-151467	2,039.00
212568	GIOKARIS, GLENN AND SARAH	CL-151468	520.00
212569	GOODWILL INDUSTRIES OF ORANGE	CL-151469	360.00
		CL-151470	240.00
212570	HARBOTTLE LAW GROUP	CL-151471	9,742.87
212571	HEAR NOW	CL-151233	746.75
		CL-151472	1,076.76
		CL-151473	1,440.49
212572	HEARTSPRINGS SCHOOL	CL-151474	12,063.65

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
212573	HERITAGE SCHOOLS INC	CL-151022	222.00
		CL-151026	75.00
		CL-151028	103.00
		CL-151475	2,163.00
		CL-151476	8,910.00
		CL-151477	2,266.00
		CL-151478	8,613.00
		CL-151479	2,266.00
		CL-151480	6,660.00
		CL-151481	2,250.00
212574	HOWES, JODEEN AND/OR JEREMY	CL-151482	708.00
212575	INVO HEALTHCARE ASSOCIATES LLC	CL-151485	2,368.00
		CL-151486	3,552.00
212576	JEPSEN, CLINT AND/OR KATIE	CL-151487	461.52
212577	KRANTZ, TRICIA	CL-151488	1,754.40
212578	LCRA TRUST	CL-151489	490.00
212579	MARDAN CENTER OF ED	CL-151490	344.00
		CL-151491	172.00
		CL-151492	344.00
		CL-151493	344.00
212580	MAXIM HEALTHCARE SERVICES	CL-151030	439.24
		CL-151494	208.76
212581	MILLER, KAREN	CL-151495	3,250.00
212582	ANDREASEN, AMY	CL-151671	542.96
212583	HELTON, BRENT	CL-151666	165.00
212584	ILLUMINATE EDUCATION INC.	CL-151483	299.00
212585	JAMES ROMERO	CL-151667	474.00
212586	PEREZ, ALEX	CL-151668	625.55
212587	PERRY, CYNTHIA	CL-151664	189.99
212588	WHITNEY, MERIT	CL-151669	472.83
212589	BARRIOS & ASSOC.LLC DBA	CL-150811	15,000.00
212590	THE PARENT INSTITUTE FOR	CL-151682	540.00
212591	YMCA OF ORANGE COUNTY	CL-150293	12,228.29
		CL-150838	12,484.57
212592	GRAGG, PATRICK & TERRY	CL-151731	241.50
212593	JOHNSON, EDWIN OR MELISS	CL-151732	400.20
212594	LOUIE, DARRYL OR CATHERINE	CL-151733	290.72
212595	MACNAMARA DANIEL & ALICIA	CL-151734	371.36
212596	MENDOZA, JUDITH	CL-151735	731.03
		CL-151736	418.60
212597	MICHEL, WALTER &/OR NANCY	CL-151737	154.56
212598	RAMIREZ, JOSE AND OR	CL-151738	258.75
212599	SNYDER, BRENT AND OR RENEE	CL-151739	57.68
212600	THOMAS, ED OR REBECCA	CL-151741	281.06
212601	THOMAS, JACLYN	CL-151740	237.45

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
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Warrant Number	Name of Payee	Reference Number	Amount
212602	BENNETT, ERIN	CL-151805	315.68
212603	BROWN, SUSAN	PV-160123	121.90
212604	BUTLER, SUSAN	PV-160124	100.63
212606	GARCIA, ELISEO	PV-160125	25.30
212607	KELLMAN, KATHLEEN	PV-160126	43.70
212608	KIMMELL, JULIE	PV-160127	133.40
212609	MEYERS, AMY	CL-151806	300.15
212610	ROCHE, ANN	CL-151725	194.93
		PV-160128	100.05
212611	ST. JOHN, ANDREA	CL-151726	58.65
212612	TOWNSEND, DEBBI	CL-151727	25.30
212613	YOUNG, JENNA	CL-151807	38.53
212614	ABDEEN, TAREQ	CL-151066	78.00
212615	ALATORRE, DAVID	CL-151067	65.00
212616	ALLARD, BETHANY	CL-151068	172.00
212617	AMIGLEO, LAUREN	CL-151070	84.00
212618	BOGLE, CHLOE	CL-151071	15.00
212619	BOTHWELL, ISABELLA	CL-151072	94.00
212620	BRYAN, CLAYTON	CL-151073	144.00
212621	BULLOCH, HAYDENA	CL-151074	15.00
212622	CAWLEY, OLIVIA	CL-151075	106.00
212623	CHENEY, ELIZABETH	CL-151076	12.00
212624	CHILD, SCOTT	CL-151077	15.00
212625	CHRISTIE, DIANE	CL-151728	575.00
212626	CONOVER, WILLIAM	CL-151079	99.00
212627	CROSS, DAVID	CL-151080	76.00
212628	DAVIS, MIRANDA	CL-151081	84.00
212629	DESIANO, MADELYN	CL-151082	20.00
212630	DETATE, MADDISON	CL-151083	89.00
212631	DUTCHIK, BRYCEN	CL-151084	85.00
212632	EKLUND, JEREMY	CL-151085	84.00
212633	ELIASON, BRANDON	CL-151086	85.00
212634	EMMONS, DAVIN	CL-151087	107.00
212635	EMORY, LAUREN	CL-151088	85.00
212636	ENCINAS, SOPHIA	CL-151089	62.00
212637	FALCO, ANTHONY	CL-151090	62.00
212638	FIELDS, DANIEL	CL-151091	117.00
212639	GAUDETTE, REECE	CL-151092	14.00
212640	HARLOW, EVAN	CL-151093	89.00
212641	HODSON, TYLER	CL-151094	87.00
212642	ISON, ABBEY	CL-151095	117.00
212643	JOHNSTON, TAYLOR	CL-151096	20.00
212644	KOYAMATSU, RYAN	CL-151097	107.00
212645	KRUG, THOMAS	CL-151098	15.00
212646	LAUGHERY, CLARE	CL-151099	128.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....AUGUST 12, 2015

Warrant Number	Name of Payee	Reference Number	Amount
212647	LIEU, ALAYNA	CL-151100	15.00
212648	LODWIG, CONNER	CL-151101	84.00
212649	MCCULLOCH, CAMRYN	CL-151102	62.00
212650	MCDANIEL, NOAH	CL-151103	60.00
212651	MCGRAW, AUDREY	CL-151104	157.00
212652	MENDEZ, NOAH	CL-151105	15.00
212653	MERRILL, KYLE	CL-151106	69.00
212654	OPENSHAW, KLOEE	CL-151107	81.00
212655	ORD, ERIC	CL-151108	20.00
212656	PADILLA, STAR	CL-151109	69.00
212657	PITTMAN, ASHLEE	CL-151110	12.00
212658	PLACE, SUSAN	CL-151730	55.03
212659	RICHARDSON, CASSONDRA	CL-151111	74.00
212660	RIVERA, DANIEL	CL-151112	12.00
212661	SHALER, SARAH	CL-151113	20.00
212662	SMITH, EMILY	CL-151115	84.00
212663	SONIDO, RICHELLE	CL-151729	260.00
212664	SPINA, AIDIN	CL-151114	172.00
212665	STRANGMAN, BRYCE	CL-151116	94.00
212666	THOMAS, REEF	CL-151117	15.00
212667	TINSLEY, EMILY	CL-151118	77.00
212668	WARD, JONATHAN	CL-151119	15.00
212669	WEINGARD, KARINA	CL-151120	69.00
		CL-151121	85.00
212670	WIKOFF, SHERIDAN	CL-151122	18.00
212671	ZALABAK, HEATHER	CL-151123	15.00
212672	WHEELER, DIANA	PV-160129	34.18
212673	SARGENT, CHRISTINA	CL-151672	603.00
		CL-152002	499.10
212674	MATHEMATICS AT WORK	CL-150828	4,800.00
212675	FULKRA INCORPORATED	CL-151465	20,000.00
		CL-151466	28,600.00
212676	CORVEL CORPORATION	PO-350579	83,752.00
212677	CAPISTRANO UNIFIED SCHOOL DIST	CL-151627	40,796.69
		PO-350267	33,345.04
1,089 Warrants			\$14,641,585.75

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014 6/24/15
Above All Names Construction Services, Incorporated	Bid No. 1415-13, Concrete Maintenance & Repair	10/8/2014
Accuvant	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
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	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
AMS.NET Inc.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No.1314-19, Roofing Repairs and Maintenance	3/12/2014
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
Ben's Asphalt, Inc.	Bid No. 1314-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Blue Label Power, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Bowie, Arneson, Wiles, and	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
Camcor, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014
CDW Government, LLC	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Desert Sands Unified School District Bud No. 13/14-003, Chromebooks	12/11/2013
Certified Transportation Services,	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Clear Source IT	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Commercial & Industrial Roofing Co., Inc.	Bid No. 1314-24 San Clemente High School Roof Replacement	5/28/2014
Commercial Aquatic Services, Inc.	Newport Mesa Unified School District, Bid No. 100-15, Pool Supplies	10/8/2014
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Cox Communications California, LLC Cox California Telecom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 15-04, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/22/2015
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
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
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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.	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	3/11/2015
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
E. Stewart & Assoc, Inc.	Bid No. 1516-04 - Weed Abatement	6/10/2015
Edgenuity, Incorporated	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 6-8 at Capistrano Virtual School	3/25/2015
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Epic Machines, Inc.	California Multiple Award Schedule Contract No. 3-14-70-3018A, GSA Schedule No. GS-35F-0511T, Purchase and Warranty of Hardware and Software, Software Maintenance and Installation of Cisco Brand Products	10/22/2014
ESI International, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Extron Electronics	California Multiple Award Schedule Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
Florida Virtual School	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 9-12 at California Preparatory Academy	3/25/2015
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fulkra, Inc	RFP No. 2-1415, Investigation Services	11/12/2014
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012 195

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

VENDOR	TITLE	BOARD APPROVAL DATE
GA Dominguez	Bid No 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2014 6/24/15
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Golden Star Technology, Inc dba GST	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hanford Hyundai	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No 1314-17, Milk and Dairy Products	3/12/2014
Howard Technology Solutions, a Division of Howard Industries, Inc.	Bid No. 1415-12, Chromebooks	7/23/2014
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)	7/24/2013
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
KYA Services, LLC	California Multiple Award Schedule Contract No. 4-14-72-0057A, GSA Schedule No. GS-27F-0504H, Purchase, Warranty, and Installation of Floor Covering and Related Products	9/24/2014
Lenovo (United States), Incorporated	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27168	6/25/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
Lifetouch National School Studios	RFP No. 7-1314 Photography Services	6/11/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 114-15 Office & School Supplies and Equipment District Wide	5/13/2015
P&R Paper Supply Co.	Bid No. 1516-01 Paper and Plastic Products for Food and Nutrition Services	6/24/2015
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. 1516-02 Audio Visual Equipment	6/24/2015
PC & MacExchange	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Q Fence and Fabrication, Incorporated	Bid No. 1516-05 Fence Repairs and Maintenance	6/10/2015
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Riverview International	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
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
Seon Systems Sales, Inc.	Bid No. 1415-14, Mobile Surveillance System, Software, and Installation for School Buses	11/12/2014
SHI International Corp.	Simi Valley USD RFP 10-14-14 Microsoft Products	2/11/2014
Silver Creek Industries, Inc.	Los Alamitos Unified School District Bid No. 2010-0001, Purchase, Relocation, Dismantle and Removal of DSA Portable Classroom	4/23/2014
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply	10/23/2013
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Verizon Wireless	Western State Contracting Alliance (WSCA) WSCA 7-10-70-16, CA Participating Addendum 1907 Wireless Communications Services and Equipment	3/11/2015
Vertical Transport, Inc.	Bid No. 1415-08 - Elevator Service	12/10/2014
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Ward's Media Technology	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

VENDOR PAYMENTS OVER 250K AS OF 07/22/15 2015/16

118161	CAPISTRANO CONNECTIONS ACADEMY	1,110,194.00
106764	CDWG Inc	1,192,502.46
150703	MEBA C/O	3,673,348.74
146264	OXFORD ACADEMY	310,441.00
078255	SAN DIEGO GAS & ELECTRIC	764,672.20
150282	SILVER CREEK INDUSTRIES INC.	346,008.05
147868	US BANK	2,448,982.52
099210	XEROX CORPORATION	419,984.66

AUGUST 12, 2015, BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1516088	1	Special Ed	Social Thinking	Provide Staff Development Conferences for Private School Representatives	8/13/2015-6/30/2016	\$ 5,000.00

TOTAL \$ 5,000.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1415241	1	Title II	Center for Mathematics and Teaching, Incorporated	To Provide Mathematics PLC Professional Development	6/2/2015-6/30/2016	\$ 10,000.00
ICA	1415242	3	Rancho Mission Viejo Community Development	School Facility Consultants	Coordination, Compliance and Tracking Services Surrounding Funding Agreement/Option to Purchase School site Agreement Between CUSD and RMV Community Development, LLC	6/01/2015-6/30/2016	\$ 25,000.00
ICASS	1516080	1	Lottery	Accelerate Education Incorporated	Online Curriculum for TK-5	7/1/2015-6/30/2016	\$ 25,000.00
ICA	1516082	1	General Fund	Pride Staff, Incorporated	Temp Agency for short-term staffing needs	7/13/2015-11/13/2015	\$ 30,000.00
PSA	1516084	1	Special Ed	New Haven Youth and Family Services	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2015-6/30/2016	\$ 110,000.00
PSA	1516086	1	Special Ed	Boys Town California, Incorporated	Provide In-Home Counseling and Guidance Services	7/1/2015-6/30/2016	\$ 130,000.00
FSA	1516087	3	M & O	Prosurface	Routine and Usual Maintenance for the Preservations and Protection of Eight (8) Tennis Courts at San Juan Hills High School	7/1/2015-6/30/2016	\$ 38,320.00
MCA	1516089	1	Special Ed	Autism Spectrum Consultants, Incorporated	Behavior Intervention Supervision	7/1/2015-6/30/2016	\$ 3,000.00
PSA	1516090	1	Special Ed	R Furbush, Incorporated	Provide Occupational Therapy Evaluations	7/1/2015-6/30/2016	\$ 1,100.00

TOTAL \$ 372,420.00

AUGUST 12, 2015, BOARD MEETING

DISTRICT STANDARDIZED

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

EXTENSIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213108	1	ASES	Campco Day Camps	After School Education and Safety Program	9/5/2015-9/04/2016	\$ 108,380.00
ICA	1213111	1	NA	Vending +Plus	Snack and Vending Services	8/21/2015-8/20/2016	n/a
ICA	1314042	1	Mello Roos	Guida Surveying, Incorporated	Provide Grade checking/Quality Control and Quality Insurance Services on Call as Needed for the CVHS Lunch Pavilion and Music Plaza	9/01/2015-8/31/2016	\$ 80,000.00

TOTAL \$ 188,380.00

EXTENSION RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
PSA	1213114	1	Special Ed	Pamela Moldauer	Consulting Services for CUSD Special Ed Students	7/01/2015-6/30/2016	\$ 30,000.00
PSA	1415220	1	Special Ed	INVO Healthcare Associates, LLC	Provide Speech Language Pathology Services	6/23/2015-6/30/2016	\$ 20,000.00
ICA	1415181	2	General Fund	Barrios and Associates, LLC, dba Communications LAB	Fulfill role of Interim Chief Communications Officer	7/01/15-12/31/2015	\$ 45,000.00

TOTAL \$ 95,000.00

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
MCA	1516005	3	Special Ed	Olive Crest Academy	Basic Education Program/Special Education Instruction	7/1/2015-6/30/2016	Revised Fee Schedule

TOTAL \$ -

AUGUST 12, 2015, BOARD MEETING
DISTRICT STANDARDIZED

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

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

CUSD WIG 1: Teaching and Learning

CUSD WIG 2: Communications

CUSD WIG 3: Facilities

*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.



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of August 13, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the consultant listed below ("**Consultant**"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SOCIAL THINKING

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

Term of Agreement. The term of this base Agreement is for the period commencing August 13, 2015, and ending June 30, 2016 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: August 12, 2015

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN _____

EXHIBIT A

Social Thinking
3031 Tisch Way, Suite 800
San Jose, CA 95128
Attn: Sarah Osteraas/Speaker's Agreement
(408) 557-8595
sosteraas@socialthinking.com

Two half- day staff development conferences for private school representative on:

First Half of the day: Social Thinking Across the Home and School Day:
The ILAUGH Model of Social Thinking

Second half of the day: Zooming in on Practical Strategies for Teaching
Concrete Learners Across the classroom, playground and home and
Zooming in Nuance Challenged Social Communications across the
classroom, playground and home.

Speaking fee: \$3,900.00

Plus travel expense: Mileage at current IRS/District approved rate, plus
all airfare, rental car transportation, gas, toll fees, parking, food,
lodging, phone, internet

By: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of August 13, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

CENTER FOR MATHEMATICS & TEACHING, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000 in aggregate under the term of this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for the period commencing June 2, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: August 12, 2015

CONTRACTOR

Signature _____

Name: _____

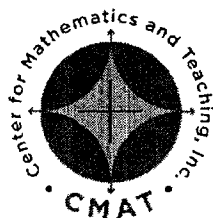
Title: _____

Address _____

Email Address: _____

FEIN _____

EXHIBIT A



Center for Mathematics and Teaching, Inc.

11301 West Olympic Blvd. Suite 585

Los Angeles, CA 90064

TEL 310 310-4948 AND FAX 310 733-1866

EMAIL info@mathandteaching.orgwww.mathandteaching.org

July 1, 2015

TO: Dave Chamberlain
Capistrano Unified School District

FROM: Shelley Kriegler, President
Center for Mathematics and Teaching

RE: Price Quote for *MathLinks* Professional Development: Grades 6, 7, 8

As discussed, the Center for Mathematics and Teaching will provide two instructors for up to 40 teachers per day. Discounts have been approved by Shelley.

Date(s)	<i>MathLinks</i> : Grade 8 PD (8:30 – 3:00)	Actual cost	Your Cost
Tues, Jun 2, 2015	Day 1	\$4800	\$0
Wed, Jun 3, 2015	Day 2 (8:30 – 1:00)	\$4800	\$0
Tues, Sept 8, 2015	Day 3	\$4800	\$2,500
Tues, Sep 29, 2015	Day 4	\$4800	\$2,500
Wed, Nov 18, 2015	Day 5	\$4800	\$2,500
Tues, Feb 2, 2016	Day 6	\$4800	\$2,500
TOTAL FOR PD		\$33,600	\$10,000

Please provide one large room for the entire group and an extra breakout room for the afternoon. Please provide document cameras and LCD projectors in each room. Other supplies will be requested if needed.

All sessions to be held from 8:30 – 3:00 with ½ hour for Q and A/debriefing/planning and 1 hour for lunch, except for Wed June 3, which will be from 8:30 – 1:00.

Please fax purchase orders to 310-733-1866 or mail to CMAT, 11301 W. Olympic Blvd. #585, Los Angeles, CA 90064. Purchase orders must be received by September 30, 2015. Districts will be invoiced upon completion of the professional development series, and payment is due 30 days upon receipt of invoice.

For program information or questions, please contact Shelley Kriegler (shelley@mathandteaching.org).



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of August 13, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

SCHOOL FACILITY CONSULTANTS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$25,000 in aggregate under the term of this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for the period commencing June 1, 2015, and ending June 30, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: August 12, 2015

CONTRACTOR

Signature _____
 Name: _____
 Title: _____
 Address _____

 Email Address: _____
 FEIN _____

June 17, 2015

John Forney, Executive Director
Facility, Maintenance & Operations
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Subject: Proposal for Coordination, Compliance and Tracking Services Associated with the School Facilities and Funding Agreement and Option to Purchase School Site Between Capistrano Unified School District and RMV Community Development, LLC, et al

Dear Mr. Forney:

Pursuant to your request, I am pleased to submit this Proposal for Coordination, Compliance and Tracking Services associated with the School Facilities and Funding Agreement/Option to Purchase School Site Agreement between Capistrano Unified School District and RMV Community Development, LLC, et al. It is a pleasure working with you and the Capistrano Unified School District. I believe our extensive knowledge of the District's facility issues coupled with our extensive K-12 facility planning and funding experience makes us a great fit for this scope of work.

As discussed, School Facility Consultants (SFC) proposes the following services to the District:

1. Coordinate and Prepare School Generation Reports per Section 4.1

- Request Certificate of Compliance Data to be Provided by District (Monthly)
- Request "Project Student" Enrollment Data to Include Grade Level, Enrolled School, and Facility Type to be Provided by District Twice Annually (December 31 and June 30)
- Request "District Students" Enrolled in Local Schools Data to Include Grade Level, Enrolled School, and Facility Type to be Provided by District Twice Annually (December 31 and June 30)
- Review, Analyze and Compile Data
- Prepare Report Twice Annually (January 31 and July 31)

2. Coordinate and Prepare 42-Month Projection per Section 4.2

- Request Projected Dwelling Units by Type to be Provided by Developer for Four Specified Time Periods (no later than January 31)
- Prepare Projection of Project Students for Each of the Four Specified Time Periods
- Request Number of District Students Expected to Attend Local Schools for the Four Specified Time Periods to be Provided by District
- Review, Analyze and Compile Data
- Prepare Annual Projection (January 31)

3. Coordinate and Prepare One School Year Projection per Section 4.3

- Request Existing Permanent Capacities of "Each Local School Allocated to Remaining PA 1/PA 2 Property to be Developed" to be Provided by District
- Request Existing Portable Capacities of Each Local School Allocated to Remaining PA 1/PA 2 Property to be Developed to be Provided by District
- Request Permanent and Interim Capacities of PA 2 School (if Applicable) to be Provided by District

- Compare the Number of Existing and Projected Project Students in the Local Schools and PA 2 School for the Next School Year to the Capacities of the Local Schools Allocated to the Remaining PA 1/PA 2 Property to be Developed and the Permanent and Interim Capacity of PA 2 School, if Applicable
- Review, Analyze and Compile Data
- Prepare Annual Projection (January 31)

4. Coordinate and Prepare Three School Year Projection per Section 4.4

- Request Anticipated Permanent Capacities of Each Local School Allocated to Remaining PA 1/PA 2 Property to be Developed for Each of the Next Three School Years to be Provided by District
- Request Anticipated Permanent and Interim Capacities of PA 2 School (if Applicable) for Each of the Next Three School Years to be Provided by District
- Compare the Number of Existing and Projected Project Students in the Local Schools and PA 2 School for Each of the Next Three School Years to the Permanent Capacity of the Local Schools Allocated to the PA 1/PA 2 Property and the Permanent and Interim Capacity of PA 2 School, if Applicable
- Analyze and Compile Data
- Prepare Annual Projection (January 31)

SFC estimates fees of \$17,000 per year to coordinate and implement the scope. SFC proposes to bill the proposed services on a time and materials basis at the rate schedule below. Actual costs may vary based upon level of assistance requested by the District.

If it becomes necessary for a Consultant from SFC to visit the District, the District will pay for travel time at the rate schedule below. The District will also reimburse SFC for all necessary and pre-approved travel expenses.

SFC Hourly Rate Schedule

Principal	\$195.00 / Hr.
Director	\$175.00 / Hr.
Senior Consultant	\$170.00 / Hr.
Consultant	\$150.00 / Hr.
Research Analyst	\$125.00 / Hr.
Administrative Support	\$ 70.00 / Hr.

We very much appreciate your consideration of our firm and are happy to discuss in detail any of the services outlined above. Please do not hesitate to contact me at your earliest convenience with any questions.

Sincerely,



Alexander R. Murdoch
President

cc: Matthew Pettler, School Facility Consultants
Laura Moffett, School Facility Consultants

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of July 1, 2015, between the Capistrano Unified School District ("District") and Accelerate Education Incorporated ("Consultant") (together, "Parties").

WHEREAS, District is authorized by Public Contract Code Section 20118.3 to purchase instructional computer software packages in any amount needed for the operation of District schools without taking estimates or advertising for bids; and

WHEREAS, Consultant is engaged in the development and provision of instructional computer software package for virtual schools program system software technology, services and content; and

WHEREAS, the Parties desire to supply District with an online curriculum for virtual schools program for use in grades TK-5 school district environment pursuant to the terms set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall furnish to District the services at the prices indicated therein, as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing Services under this Agreement upon execution of the Agreement by both Parties, and will diligently perform such Services as required. The term for Services and schedule to provide Services shall commence July 1, 2015 and end June 30, 2016, with two one-year optional renewals at the election of District's Board of Trustees;
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until the Consultant has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Certification
<u> X </u>	Certification by Contractor of Criminal Records Check
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> X </u>	Conflict of Interest Certification
<u> X </u>	Non Collusion Declaration
<u> X </u>	Tobacco Use Policy
<u> X </u>	Vendor Statement of Compliance

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for Services, but in no event shall total fees, costs, and expenses exceed \$25,000.00, without the express written approval of District's Board of Trustees ("Board").
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, other than as provided in Exhibit "A."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees,

agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
8. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Termination.**
 - 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.

12.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination, District may secure the required services from another consultant. If the expense, fees, and costs to District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to District upon the receipt of District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless District, Board, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorney's fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. **Insurance.**

14.1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

- 14.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 14.1.2. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 14.1.3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 - 2) For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.
 - 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
- 14.1.4. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 14.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.
- 14.1.6. Consultant shall furnish District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements

are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before Services commence.

- 14.2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than "A", unless otherwise acceptable to District.
15. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Board, of District, and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any Services that are in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.
17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of Services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Consultant shall not permit any employee to have any contact with District pupils until such time as Consultant has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by District, or acting as independent contractors of the Consultant. Verification of compliance with this Section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** District may evaluate Consultant in any manner which is permissible under the law. District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
- 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Anti-Discrimination.** It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735.
23. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
24. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
25. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
FAX: 949-493-4083

ATTN: Lynh N. Rust,
Exec. Director, Contracts & Purchasing
AND Meg Ervais,
Capistrano Virtual School

Consultant

Accelerate Education Incorporated
3655 W. Anthem Way, Ste A-109237
Anthem, AZ 85086
Email: Paulg@Accelerate-Ed.com

ATTN: Paul Gusman,
Director
AND Michael Axtman,
President

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 26. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 27. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the Board. Services shall not be rendered until Agreement is approved.
- 28. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.
- 29. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 30. Waiver.** The failure of Consultant or District to seek redress for violation of, or to insist upon, the strict performance of any term, covenant or condition of this Agreement shall not be deemed to be a waiver by that party of any such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.
- 31. 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.
- 32. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 33. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

CAPISTRANO UNIFIED SCHOOL DISTRICT ACCELERATE EDUCATION

Date: _____, 2015

Date: 7/16/2015, 2015

By: _____

By:  _____

Print Name: Lynh N. Rust

Print Name: Michael Axtman

Its: Exec. Director, Contracts & Purchasing

Its: President

Information regarding Consultant:

License No.: _____

Address: 3655 W. Anthem Way, Ste. A-109237
Anthem, AZ 85086

Telephone: 866-705-5575

Facsimile: _____

E-Mail: mikea@accelerate.ed.com

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation, State: NV
☐ Limited Liability Company
☐ Other: _____

27-3696983 _____:

Employer Identification and/or Social
Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this Section.

EXHIBIT A



Quote

Date: June 17, 2015
 Quote #: AE 2400
 Customer ID:
 Expiration Date: 17-Jul

To: Capistrano Virtual and Home School
 Meg Ervais
 Office: 949-234-9374
 Direct: 949-234-9375
 MERVAIS@capousd.org

Salesperson	Job	Payment Terms	Due Date
Paul Gusman		See Below	

Qty	Description	Unit Price	Line Total
1	Online via Webinar Teacher Training	1,000.00	1,000.00
40	Full Time 4 Core License seats for grades K-5	415.00	16,600.00
1	Seats include: Content/ Hosting/ Support.		
	Seats also includes includes the IDEAL Library, MAP, Raz kids and IXL Math for K-5 and any other programs found in the content.		
	When a student is enrolled the seat is taken when they finish or drop the seat is open for another student.		

Quotation prepared by: Paul Gusman

Subtotal	\$	17,600.00
Sales Tax		
Total	\$	17,600.00

This is a quotation on the services named, subject to the conditions noted below:
 (Describe any conditions pertaining to these prices and any additional terms of the agreement.
 You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return:

Thank you for your business!

3955 W Anthem Way Suite A-109237, Anthem, AZ 85086 [PH] 503-784-9961 [FAX] 866.716.0880 [Fax] PaulG@Accelerate.Education



CUSD. Contract No. ICA 1516082

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 13, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

PRIDESTAFF, 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 administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice, specifically recruiting and filling short-term staffing vacancies while permanent candidates are sought by District staff; and

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

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth herein.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth as follows: \$20-40 per hour, which shall include the temporary staffing candidate's pay, any and all employment burden, which includes but is not limited to, state and federal taxes, unemployment insurance, and worker's compensation, and varies on the experience and qualifications of the temporary staffing candidate, as well as the Consultant's compensation related to the placement of the temporary staffing candidate. The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$30,000 in aggregate under the term of this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for the period commencing July 13, 2015, and ending November 13, 2015, with the option to extend by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: August 12, 2015

CONTRACTOR

Signature: _____

Name: Jason Borchers

Title: Corporate Counsel

Address: 7535 N. Palm Ave, Ste 101

Fresno, CA 93711

Email Address: contracts@pridestaff.com

FEIN: _____

GENERAL CONDITIONS

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

1. Engagement of Services. District hereby engages the services of Contractor in accordance with the terms set forth in the Agreement and these additional provisions. Contractor agrees to exercise the highest degree of professionalism and utmost care, and to utilize Contractor's expertise and creative talents in completing such services. Contractor agrees that it will act in a manner it believes to be in the best interest of District rather than itself or another third party. Contractor agrees that it shall perform its services in a timely manner. Contractor agrees to provide Contractor's own equipment, tools and other materials at Contractor's own expense. District will make its facilities and equipment available to Contractor when necessary, upon written permission by authorized District personnel. Contractor may not assign, subcontract or otherwise delegate Contractor's obligations under the Agreement without District's prior written consent.
2. Invoicing. For hourly services, Contractor shall submit invoices to District on a monthly basis with all requested documentation substantiating invoiced charges. For services performed pursuant to an agreed fixed fee, Contractor shall submit invoices to District upon the completion of the services or as otherwise identified in the agreed fixed fee.
3. Expenses. Contractor shall be responsible for all expenses incurred in performing services under the Agreement, unless otherwise agreed upon in writing by District.
4. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she, all his/her employees, agents and contractors shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility for the acts and/or omissions of his/her employees, agents and contractors as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
5. Originality of Services. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as basis for such services.
6. Copyright/Trademark/Patent. Contractor understands and agrees that all applicable matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
7. Termination. District may terminate the Agreement at its convenience and without any breach by Contractor upon ten (10) calendar days' prior written notice to Contractor. District may also terminate the Agreement immediately in its sole discretion for cause or upon Contractor's breach of any provision of the Agreement. Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude; (b) negligence in the performance of duties under the Agreement, and (c) refusal to perform reasonable and lawful duties assigned under the Agreement. Contractor may terminate this Agreement at any time upon thirty (30) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of this Agreement for any reason, Contractor's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including the effective date of such termination, which shall be substantiated by appropriate documentation. Unless other terms are set forth in this Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

8. Return of District Property. Upon termination of this Agreement or earlier as requested by District, Contractor will deliver to District any and all District property including, but not limited to, District-provided information, intellectual property, and equipment of District. Contractor further agrees that any property situated on District's premises and owned by District, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by District personnel at any time.
9. Hold Harmless. Contractor agrees to and shall defend, indemnify and hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by Contractor or its subcontractors, whether authorized by this Agreement or not. Contractor further agrees to waive all rights of subrogation against the District. The provisions of this article do not apply to any damage or losses caused solely by the gross negligence or willful misconduct of District or any of its agents or employees.
10. Insurance. Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including written notice of cancellation or reduction in coverage pursuant to the terms of the applicable policy. Contractor agrees to name District and its officers, agents and employees as additional insured's by separate endorsement under said policy.
11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by Contractor.
12. Notices. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to signatories to this Agreement at the addresses given therein.
13. Compliance with Applicable Laws. The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to ensure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.
15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such person.
18. Non-waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of the Agreement, then the prevailing party shall be entitled to all legally-permitted expenses, including, but not limited to, witness fees, court costs, and attorneys' fees.
21. Governing Law. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process.

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (5) business days of receipt of the alternative list, the proponent shall either: (1) select a mediator; or (2) if none of the mediators listed are acceptable, then notify the other party of that fact. If the foregoing process does not result in the selection of a mediator, then the mediation requirement of this paragraph shall not be required and the parties will proceed to the process set forth in paragraph C of Section 22 hereof.

C. Expedited Arbitration

Within five (5) business days following an unsuccessful mediation or no mediation occurring, the proponent of the claim shall send a list of four recognized arbitrators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select an arbitrator from the list and notify the proponent of the claim of the selection of an 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 22 are mandatory and the

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

REQUIRED DOCUMENTS AND CERTIFICATIONS

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

<p align="center">Certificates of Insurance</p> <p>✓ Commercial General Liability Insurance – Additional Insured Endorsement Option 1: form CG 20 10 11 85 or Option 2: Choose either Form CG 20 10 07 04 <u>or</u> Form CG 20 33 07 04 Either form <u>must be accompanied</u> by Form CG 20 37 07 04</p> <p>✓ Business Auto Liability Insurance</p> <p>✓ Workers' Compensation and Employers Liability Insurance</p> <p align="center">Refer to Article 10. INSURANCE REQUIREMENTS</p>
<p>✓ Certification by Contractor Criminal Records Check</p>
<p>✓ W-9</p>
<p align="center">Live Scan (District requires DOJ and FBI clearance)</p>
<p>✓ TB Test</p>
<p>✓ Conflict of Interest Form</p>



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of August 13, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the consultant listed below ("**Consultant**"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

NEW HAVEN YOUTH AND FAMILY 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, specifically those described in **Exhibit A**, and

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$110,000.00 in aggregate under term of this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for the period commencing July 1, 2015, and ending June 30, 2016 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: August 12, 2015

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN _____

EXHIBIT A
FEE SCHEDULE
2015-16

NEW HAVEN YOUTH AND FAMILY SERVICES
P.O. BOX 1199
VISTA, CA 92085-1199
(760) 630-4065

COMMUNITY BASED SERVICES
Intensive Community Based Case-Management Services
Services include Case Management, Therapy,
Behavioral Specialist and Crisis Management
Minimum 3 hours/week of services

Monthly Rate - \$2,200.00

By: _____ Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of August 13, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**District**") and the consultant listed below ("**Consultant**"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

BOYS TOWN CALIFORNIA INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$130,000.00 in aggregate under term of this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for the period commencing July 1, 2015, and ending June 30, 2016 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: August 12, 2015

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN _____



EXHIBIT A
NPA FEE SCHEDULE
2015-16

Behavior Intervention:

- Boys Town California In-Home: Behavior counseling and/or guidance services for students and/or parents: \$156.00 per hour

Behavior Intervention Design & Planning:

- Boys Town California In-Home: Behavior counseling and/or guidance services for students and/or parents: \$186.00 per hour

Psychological Services/Boys Town California Behavioral Health Clinic: Counseling and/or training for youth, parents, and families, psychological testing, and consultation

Services provided in English, Spanish, and Tagalog/Filipino by doctors of Psychology

- Behavioral health counseling and/or training for students, parents, & families: \$185/hour (initial visit is \$300)
- Psychological testing: \$220/hour
- Consultation: \$185/hour

2223 E. Wellington Avenue, Suite 350
Boys Town California 92701 | 714.558.0303
Andrea.Bach@boystown.org | www.boystown.org

Saving Children, Healing Families



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 13TH day of August, by and between Prosurface, 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 \$ 38,320.00 the following:
Labor and material for Tennis Court Repairs of Eight Courts at San Juan Hills High School

2. The term of the Contract shall begin on July 1, 2015 and end June 30, 2016.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

Field Service Agreement 1516087
Capistrano Unified School District

-1

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated June 11, 2015
- ☐ Plans and Specifications/Scope of Work
- ☐ Worker's Compensation Certificate
- ☐ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☒ Payment Bond \$ 38,320.00
- ☒ Faithful Performance Bond \$ 38,320.00
- ☒ California State Contractor's License Number _____
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☐ Other _____

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

ProSurface

EXHIBIT A
APPROVED
PR 430195

4/15-16"
PR 430195
17 Park Vista, Irvine CA 92604

Phone: (714)348-6427 Fax: (714)646-5044

June 11, 2015

RE: Tennis court repairs @ San Juan Hills High School, Capistrano Unified School District

Dear Ben,

Per your request, I am pleased to present the following proposal for the repairs of eight (8) tennis courts for the San Juan Hills High School tennis facility. The following repairs and resurfacing system is recommended to refurbish the courts:

FOUNDATION REPAIR/PREPARATIONS

- 1) Sand court surface with floor sander to rid court of loose top surface which may be caused or result of concrete ASR conditions.
- 2) Patch all cracks as required. Cracks and holes will be filled with a mixture of CPB Binder, sand and cement per manufactures specs.
- 3) Scrape and blow off courts to provide a clean surface prior to application of surface materials.

SURFACE COATINGS

- 4) Apply one (1) Acrylic Adhesion/Binder coat. This will provide a barrier between the surface and the ASR which helps to delay reoccurrence.
- 5) Apply two (2) Acrylic Color coats to each court. Colors to be red interior, and green exterior.
- 6) Paint lines with white textured line paint to USTA measurements.
- 7) Upon completion, the court areas will be left in a clean and usable condition.


THE PRICE FOR THE WORK AS DESCRIBED IS:

Foundation Preparation, surface sanding (\$150.00 per court).....	\$ 1,200.00
Acrylic Adhesion/Binder base coatings (\$890.00 per ct.).....	\$ 7,120.00
Acrylic Color System coatings (\$3,750.00 per ct.).....	\$30,000.00
	\$38,320.00

*8 new tennis nets included, no charge (\$2,200.00 retail price)

***Cost breakdown:**

Cost of materials, supplies and business.....	\$28,670.00
Cost of labor.....	\$ 9,650.00
	\$38,320.00 total



Additional costs/options:

Replace and install new caulking at expansion joint areas...\$7.00 per linear foot

All work shall be in accordance with manufacturer's specifications. As a licensed contractor in The State of California, we carry the required Workers Compensation and are bonded and insured. We thank you for the opportunity to quote you on this project and we look forward to speaking with you again soon.

Respectfully submitted,

Jeff Frantz
President

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted.
ProSurface is authorized to do the work as specified.

Signature _____ Date of Acceptance _____



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of August 13, 2015 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

AUTISM SPECTRUM CONSULTANTS, 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, 2015 through June 30, 2016.

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: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: August 12, 2015

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address _____
 FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Autism Spectrum Consultants CONTRACTOR NUMBER 1A-30-057 2015-2016
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 10 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	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	\$ 56.50	Per hour
	b. Behavior Intervention – Clinical Supervision	\$110.00	Per hour
	c. Behavior Intervention – Workshop Supervision	\$135.00	Per hour
	d. Evaluation/Assessment	\$500.00	Per hour
(10)	Residential Board and Care	_____	_____
(11)	Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.



PROFESSIONAL SERVICES AGREEMENT

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R. FURBUSH, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$1,100.00 in aggregate under term of this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for the period commencing June 1, 2015, and ending June 30, 2016 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Lynh N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: August 12, 2015

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN _____

R Furbush, INC. Tax I.D. # 11-3765076Rates 2015 - Occupational Therapy EvaluationSecond opinion evaluation (IEE)

(In-clinic)	\$1000.00
-------------	-----------

(includes all administration, scoring and interpretation of assessment, written report, document review up to one hour, parent meeting up to one hour, classroom observation of one hour, travel time up to 40 minutes total for roundtrip included). IEP attendance *is not* included

(On-site/in-home)	\$1200.00
-------------------	-----------

(includes all administration, scoring and interpretation of assessment, written report, document review up to one hour, parent meeting up to one hour, classroom observation of one hour, travel time up to 40 minutes total for roundtrip)

Additional hours in excess of the services noted above are billed at \$ 90.00 per hour in 15 minute increments with minimum of 15 minutes charged except for IEP meetings, Due process hearings, etc. Attendance at IEP meetings and/or Due process hearings are not included in the above prices. Rates for IEP attendance and/or Due process hearings are below. Travel time charges are listed below.

IEP Attendance/Participation and/or Due Process Hearings

On-site	\$ 110.00 per hour plus travel (1 hour minimum charge)
Phone	\$ 75.00 per hour (30 minutes minimum charge)

Travel time

Travel time exceeding 40 minutes total roundtrip from the point of origin will be billed at \$ 90.00 per hour with a minimum charge of 30 minutes.

Richard Furbush, MS OTR/L • 15 Songbird Lane • Aliso Viejo, CA. 92656 • 949-285-4514
NBCOT REGISTRATION NUMBER • 1010930 CA Lic. # OT5992
NATIONAL PROVIDER IDENTIFIER 1942365929



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Richard Furbush, MS OTR/L**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2015-2016 fiscal year. Consultant is functioning solely as an Independent Educational Evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company, or practice.
2. School Grounds: Consultant agrees that during the performance of an IEE at or on school district grounds, the Consultant may be accompanied by a DISTRICT representative during the duration of observation or interviews of staff and/or pupil.
3. Report: Upon completion of the IEE, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to a parent.
4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentations to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Occupational Therapy Assessment	Licensed Occupational Therapist	Up to \$1,060

Consultant

Date

Received by:

District Representative

Date

**EXTENSION NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. 1213108**

**WITH
CAMPCO DAY CAMPS**

The Independent Contractor Agreement ICA 1213108 with Capistrano Unified School District and CampCo called for an original contract period of September 5, 2012, through September 4, 2013.

The contract with Capistrano Unified School District and CampCo shall be extended an additional twelve (12) months, covering the period September 5, 2015 through September 4, 2016, at the rates shown in **Exhibit A** to this Extension No. 3 Agreement, not to exceed \$108,380.00.

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.

Capistrano Unified School District

CampCo Day Camps

By: _____
Signature

By: _____
Signature

Lynh N. Rust

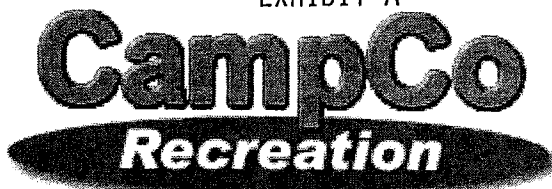
Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: August 12, 2015

Date: _____

**DRAFT #1**Updated on
4/21/1526861 Trabuco Road, Suite E-121
Mission Viejo, CA 92691
(949) 643-9008

www.CampcoDayCamps.com

*Time to move forward***Las Palmas Elementary School After-school Program Agreement****Page 1 of 2, Updated on 4/21/2015; 10:15am**

CampCo Day Camps agrees to offer an "After-school Program" at Las Palmas Elementary School, 1011 Calle Puente, San Clemente, CA 92672, for the 2014/2015 School-year. Below are details of items that CampCo would provide and the items that the School will provide.

CampCo Will Provide:

- Leading and Supervision of After-school Program on school days during the 2015/2016 school year (per the District Calendar approved on 6/25/14 at Las Palmas Elementary School in San Clemente, for grades Kindergarten through 5th).
- Program to begin on the second day of school, Wednesday, August 26, 2015 and end on the last day of school, Thursday, June 9, 2016, on schooldays, Mondays, Wednesdays, Thursdays and Fridays from 2:20pm to 6pm and on Tuesdays and minimum days from dismissal (usually 1pm) to 6pm.
- Staff working with students at a ratio of at minimum of 1 Staff per 20 children, with a maximum of 80 registered children per day. Five staff scheduled to work with students on most days.
- Staff will be scheduled 15-30 minutes prior to the end of the school day to prepare for the day's activities and 15 minutes after the end of the program for clean-up time.
- Overall supervision of program by on-site Director, overseeing staff and the program, and working with participants.
- Handling of children's behaviors and discipline, with notification of major issues being forwarded to school administrators.
- Program planning including daily activities, preparation and set up.
- Staff will lead library time, math and reading games, active and quiet games, computer lab, crafts, sports, homework support, snack time supervision and more. Special or themed activities may be scheduled around Red Ribbon Week, holidays or other appropriate times. Activities will incorporate self-esteem building, good sportsmanship, sense of pride, confidence, life skills, conflict resolution, positive attitude towards education and opportunities to express creativity. CampCo will adjust activities based on the interest, participation, weather & needs of the school.
- Games and sports equipment. Crafts materials. Copies of worksheets, sign-in sheets and forms, First Aid Kits and replacement supplies, and other items related to an Afterschool Program.
- Copies of Parent Info Letters, Registration Packet and Emergency Cards for the first 80 participants enrolled. (Las Palmas will make copies for any registrations after the initial 80 are enrolled).
- Participant Sign-in/out Sheets to be stored by CampCo for future ASES audits.
- Staff training for CPR, First Aid, Basic Water Rescue, Games, Crafts, Handling Behaviors & More
- Regular supervisory visits to program, plus additional program participant homework and activity assistance by Recreation Manager or CampCo Owner.
- Workers' comp, employer taxes, liability insurance, management mileage, new hires, background checks, fingerprinting, TB testing and uniforms.
- Student snacks per the Afterschool Program Snack Requirement & California Education Code Requirements for snacks up to a maximum of 80 students per day.

Las Palmas Elementary School After-school Program Agreement

Page 2 of 2, Updated on 6/18/2014; 1:30pm

CampCo Will Provide, continued:

- Well-qualified and trained CampCo Staff.
- Supervision of participants who are picked up late (after 6pm).
- Once-monthly Invoices, receipts and back-up materials for charges to Las Palmas Elementary School/CUSD for the services provided and expenses incurred.

Las Palmas Elementary School Will Provide:

- Meetings with School & CampCo Management to discuss the program, policies, facilities, etc...
- Adequate and safe space for the program. Classroom/multi-purpose room for Homework Support, Crafts & inclement weather. Secure Storage, on-site, near the main program meeting area.
- Appropriate space for storage of Snack items.
- Emergency telephone numbers of school staff and/or administrators.
- Payment to CampCo expedited within 30 days after invoice is submitted.

Estimated Cost Breakdown for the 2015/2016 School-year:

Personnel Salaries (includes 11.2% increase on January 1, 2016 due to raise in minimum wage)	\$104,604.00
Employee Benefits	\$25,000.00
Snacks, Books & Supplies	\$7,000.00
Services & Other Operating Expenses	\$18,000
Total Estimated Program Expenses:	\$154,604.00
Estimated Value of In-Kind Services:	(\$46,224)
Maximum* to be Invoiced to CUSD for 2015/2016 School-year:	\$108,380.00

Invoiced Expenses*:

The "Total Estimated Program Expenses" listed above are estimated. Actual costs to be invoiced monthly with the total of invoices not to exceed the "Maximum to be Invoiced to CUSD for the 2015/2016 School-year" based on the currently approved ASES Grant amount of \$112,500. It is CampCo's understanding that several organizations are proposing to the state that ASES Grant awards be raised due to the multiple raises of the minimum wage over the past few years and again on January 1, 2016. Should the ASES Grant award to Las Palmas be raised, CUSD agrees to pass on the 95% of the additional Grant funds (approximately the same percentage as CampCo is receiving from the current Grant) to CampCo to more closely cover CampCo's costs to provide the Las Palmas ASES Program for the 2015/2016 school-year.

Payment due dates: Payment to CampCo is to be expedited within 30 days after invoice is submitted.

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213108**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CAMPCO DAY CAMPS

The Independent Contractor Agreement ICA 1213108 with Capistrano Unified School District and Campco Day Camps called for an original contract period of September 5, 2012, through September 4, 3013.

The contract with Capistrano Unified School District and CampCo Day Camps 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. 1 Agreement, for a not to exceed amount of \$108,278.75.

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: 9-12-14

DISTRICT

Campco Day Camps

By: 

Signature

Sylvia N. Rosenthal

Print Name

Owner

Title

Date: 8/20/2014



26861 Trabuco Road, Suite E-121
Mission Viejo, CA 92691
(949) 643-9008
www.CampCoDayCamps.com

Las Palmas Elementary School After-school Program Agreement

Page 1 of 2, Updated on 6/18/2014; 1:30pm

CampCo Day Camps agrees to offer an "After-school Program" at Las Palmas Elementary School, 1011 Calle Puente, San Clemente, CA 92672, for the 2014/2015 School-year. Below are details of items that CampCo would provide and the items that the School will provide.

CampCo Will Provide:

- Leading and Supervision of After-school Program on school days during the 2014/2015 school year (per the District Calendar approved on 4/23/14, plus two additional "minimum days" on 11/21/14 & 4/3/15) at Las Palmas Elementary School in San Clemente, for grades Kindergarten through 5th.
- Program to begin on Monday, September 8, 2014 and end on Friday, June 19, 2015, on schooldays, Mondays, Wednesdays, Thursdays and Fridays from 2:20pm to 6pm and on Tuesdays and minimum days from dismissal (usually 1pm) to 6pm.
- Staff working with students at a ratio of at minimum of 1 Staff per 20 children, with a maximum of 80 registered children per day. Five staff scheduled to work with students on most days.
- Staff will be scheduled 15-30 minutes prior to the end of the school day to prepare for the day's activities and 15 minutes after the end of the program for clean-up time.
- Overall supervision of program by on-site Director, overseeing staff and the program, and working with participants.
- Handling of children's behaviors and discipline, with notification of major issues being forwarded to school administrators.
- Program planning including daily activities, preparation and set up.
- Staff will lead library time, math and reading games, active and quiet games, computer lab, crafts, sports, homework support, snack time supervision and more. Special or themed activities may be scheduled around Red Ribbon Week, holidays or other appropriate times. Activities will incorporate self-esteem building, good sportsmanship, sense of pride, confidence, life skills, conflict resolution, positive attitude towards education and opportunities to express creativity. CampCo will adjust activities based on the interest, participation, weather & needs of the school.
- Games and sports equipment. Crafts materials. Copies of worksheets, sign-in sheets and forms, First Aid Kits and replacement supplies, and other items related to an Afterschool Program.
- Copies of Parent Info Letters, Registration Packet and Emergency Cards for the first 80 participants enrolled. (Las Palmas will make copies for any registrations after the initial 80 are enrolled).
- Participant Sign-in/out Sheets to be stored by CampCo for future ASES audits.
- Staff training for CPR, First Aid, Basic Water Rescue, Games, Crafts, Handling Behaviors & More
- Regular supervisory visits to program, plus additional program participant homework and activity assistance by Recreation Manager or CampCo Owner.
- Workers' comp, employer taxes, liability insurance, management mileage, new hires, background checks, fingerprinting, TB testing and uniforms.
- Student snacks per the Afterschool Program Snack Requirement & California Education Code Requirements for snacks up to a maximum of 80 students per day.

Las Palmas Elementary School After-school Program Agreement

Page 2 of 2, Updated on 6/18/2014; 1:30pm

CampCo Will Provide, continued:

- Well-qualified and trained CampCo Staff.
- Supervision of participants who are picked up late (after 6pm).
- Once-monthly Invoices, receipts and back-up materials for charges to Las Palmas Elementary School/CUSD for the services provided for the previous month. Payment is due to CampCo on or before the 30th of each month for services provided the previous month.

Las Palmas Elementary School Will Provide:

- Meetings with School & CampCo Management to discuss the program, policies, facilities, etc...
- Adequate and safe space for the program. Classroom/multi-purpose room for Homework Support, Crafts & inclement weather. Secure Storage, on-site, near the main program meeting area.
- Appropriate space for storage of Snack items.
- Emergency telephone numbers of school staff and/or administrators.
- Prompt payment to CampCo per this Agreement.

Estimated Cost Breakdown for the 2014/2015 School-year:

Program Staffing for 178 Days of School \$73,000.00

Management Hours (supervision, program planning, other duties) \$10,680.00
(CampCo Owner hours to be invoiced at \$60/hour)

Staff Trainings (ASES, CampCo Trainings, CPR/First Aid, other trainings) \$1700.00

Daily Snack for Participants \$7000.00

Other program costs:

Including, but not limited to: staff uniforms, hiring costs, fingerprinting, \$16,000.00
employee benefits, health & dental insurance, liability insurance, workers' compensation, employer taxes, payroll processing costs, mileage, copies, appropriate percentages of utilities used (electricity, gas, water, telephone, internet, etc...), office supplies, crafts supplies, learning materials, games equipment, books, homework supplies, and any other expenses incurred by this program and permitted by ASES.

Total Estimated Program Fees: \$108,380.00

The costs listed above are estimated. Actual costs to be invoiced monthly.

Payment due dates:

<u>MONTH</u>	<u>DUE ON OR BEFORE</u>	<u>MONTH</u>	<u>DUE ON OR BEFORE</u>
September:	October 30	February:	March 30
October:	November 30	March:	April 30
November:	December 30	April:	May 30
December:	January 30	May:	June 30
January:	February 28	June:	July 30

EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213108

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CAMPCO DAY CAMPS

The Independent Contractor Agreement ICA 1213108 with Capistrano Unified School District and Campco Day Camps called for an original contract period of September 5, 2012, through September 4, 3013.

The contract with Capistrano Unified School District and CampCo Day Camps 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 \$103,742.94.

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 Fluett
Print name

Director, Purchasing
Title

Date: 9/12/13

DISTRICT

Campco Day Camps

By: 

Signature

Sylvia N. Rosenthal
Print Name

Campco Owner
Title

Date: 8/16/13



26811 Trabuco Road, Suite E-121
Mission Viejo, CA 92691
(949) 643-9008
www.CampCoDayCamps.com

Las Palmas Elementary School After-school Program Agreement

Page 8 of 12, Updated on 5/30/2013; 5:30pm

CampCo Day Camps agrees to offer an "After-school Program" at Las Palmas Elementary School, 1011 Calle Puente, San Clemente, CA 92672, for the 2013/2014 School-year. Below are details of items that CampCo would provide and the items that the School will provide.

CampCo Will Provide:

- Leading and Supervision of After-school Program on school days during the 2013/2014 school year (per the District Calendar approved on 5/8/13, plus two additional "minimum days" on 11/22/13 & 4/4/14) at Las Palmas Elementary School in San Clemente, for grades Kindergarten through 5th.
- Program to begin on Monday, September 9, 2013 and end on Monday, June 23, 2014, on schooldays, Mondays, Wednesdays, Thursdays and Fridays from 2:20pm-6pm and on Tuesdays and minimum days from 1pm-6pm.
- Ratio of 1 Staff per 20 children with a maximum of 4 staff and 80 registered children per day.
- A minimum of 2 staff working all times that children are present.
- Staff will be scheduled 15-20 minutes prior to the end of the school day to prepare for the day's activities and 15 minutes after the end of the program for clean-up time.
- Overall supervision of program by on-site Director or Sr. Recreation Leader (included in the 1:20 ratio), overseeing program, staff and participants.
- Handling of children's behavior and discipline, with notification of major issues being forwarded to school administrators.
- Program planning including daily activities, preparation and set up.
- Staff will lead library time, math and reading games, active and quiet games, computer lab, crafts, sports, homework support, snack time supervision and more. Special or themed activities may be scheduled around Red Ribbon Week, holidays or other appropriate times. Activities will incorporate self-esteem building, good sportsmanship, sense of pride, confidence, life skills, conflict resolution, positive attitude towards education and opportunities to express creativity. CampCo will adjust activities based on the interest, participation, weather & needs of the school.
- Balls, jump ropes, parachutes, sports equipment & new P.E. Equipment. Copies of worksheets, sign-in sheets and Incident Reports/Parent Notification Forms. First Aid Kit and replacement supplies, and other items related to a Recreation/After-school Program.
- Copies of Parent Info Letters, Registration Packet and Emergency Cards for the first 80 participants enrolled. (Las Palmas will make copies for any registrations after the initial 80 are enrolled).
- Participant Sign-in/out Sheets to be stored by CampCo for future ASES audits.
- Staff training, CPR, First Aid, Basic Water Rescue, Games, Crafts, Handling Behaviors & More.
- Regular Visits to Programs by Day Camp Director or a CampCo Manager.
- CampCo hourly fees include workers' comp, employee and employer taxes, liability insurance, management mileage, new hire initial staff training, annual trainings, background checks, fingerprinting, TB testing and uniforms.

Las Palmas Elementary School After-school Program Agreement

Page 2 of 2, Updated on 5/30/2013; 1:45pm

CampCo Will Provide, continued

- Supervision of participants who are picked up after 6pm. CampCo will charge a \$1 per minute late fee beginning at 6:10pm, to be collected directly from the parents at pick-up.
- Once-monthly Invoices to Las Palmas Elementary School/CUSD for the services provided. Total Fees will be divided into 10 equal payments for the months of September through June. Payment is due to CampCo on or before the 15th of each month beginning on September 15, 2013 with the last payment due on or before June 15, 2014.

Las Palmas Elementary School Will Provide:

- Meetings with School & CampCo Management to discuss the program, policies, facilities, etc...
- Adequate and safe space for the program. Classroom/multi-purpose room for Homework Support, Crafts & inclement weather. Secure Storage, on-site, near the main program meeting area.
- Snack items for all participants.
- Emergency telephone numbers of school staff and/or administrators.
- Prompt payment to CampCo per the Payment Schedule below.

Cost Breakdown for the 2013/2014 School-year:

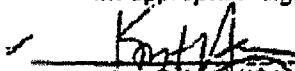
131 Days of School x 4 Staff x 4 hours per day	\$59,212.00
48 Days of School x 4 Staff x 5.25 hours per day	\$28,476.00
131 Hours for Prep/Planning Hours x 1 Staff	\$1700.75
179 Days x 1 CampCo Office Staff x 0.25 hr	\$1264.19
160 Management Hours for CampCo supervisor visits, ASES meetings, ASES trainings, school meetings, site-specific Trainings, annual registration process and similar management duties	\$4520.00
Supplies & equipment, copies (sign-in sheets, lesson plans, worksheets...), books, games, balls, homework supplies (paper, pencils, flashcards, learning tools). New Physical Education equipment.	\$4350.00
37 Weeks x 80 Crafts x \$.75/pp	\$2220.00
Total Program Fees:	\$103,742.94

Monthly Fees Due to CampCo:

\$10,374.29

Payment due dates:	MONTH	DUE ON OR BEFORE	MONTH	DUE ON OR BEFORE
	September:	September 15	February:	February 15
	October:	October 15	March:	March 15
	November:	November 15	April:	April 15
	December:	December 15	May:	May 15
	January:	January 15	June:	June 15

With the appropriate signatures below, both parties agree to the above.


 Las Palmas/CUSD Representative
 Sylvia N. Rosenthal, CampCo Owner

6-4-13
 Date
 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").

CAMP CO DAY CAMPS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor will 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 requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$99,970.25 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this 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 Fluitt
Name: Terry Fluitt
Title: Director, Purchasing
Board Approval Date: 9/20/12

CONTRACTOR

Signature: [Signature]
Name: Sylvia N. Rosenthal
Title: Owner
Address: 26861 Trabuco Rd Ste E-121
Mission Viejo CA 92691
Email Address: Sylvia @ campco daycamp
FEIN/SSN: 485-94-6422 can

CampCo

Day Camps

26861 Trabuco Road, E. #121
Mission Viejo, CA 92691
(949) 643-9008 Fax (949) 666-9008
svr@CampCoDayCamps.com

FEE SCHEDULE 2012/2013 SCHOOL-YEAR

Updated 7/23/2012, 11:30am

127 Days of School x 4 Staff x 4 hours per day	\$57,404.00
45 Days of School x 4 Staff x 5.25 hours per day	\$26,696.25
127 Hours for Prep/Planning Hours x 4 Staff	\$3587.75
176 Days x 1 CampCo Office Staff x 0.25	\$1243.00
160 Management Hours for CampCo supervisor visits, ASES meetings, ASES trainings, school meetings, site-specific trainings, annual registration process and similar management duties	\$4520.00
Supplies & equipment, copies (sign-in sheets, lesson plans, worksheets ...), books, games, balls, homework supplies (paper, pencils, flashcards, learning tools...)	\$2350.00
37 Weeks x 80 Crafts x \$.75/pp	\$2220.00
Total Program Fees:	\$98,021.00
Monthly Fees Due to CampCo:	\$9,802.10

Payment due dates:	MONTH	DUE ON OR BEFORE	MONTH	DUE ON OR BEFORE
	September:	September 15	February:	February 15
	October:	October 15	March:	March 15
	November:	November 15	April:	April 15
	December:	December 15	May:	May 15
	January:	January 15	June:	June 15


Sylvia N. Rosenthal, CampCo Owner


Date

CampCo

Day Camps

26861 Trabuco Road, E. #121

Mission Viejo, CA 92691

(949) 643-9008

Fax (949) 666-9008

Las Palmas Elementary School After-school Program Agreement

Page 1 of 2, Updated on 7/23/2012; 11:30am

CampCo Day Camps agrees to offer an "After-school Program" at Las Palmas Elementary School.

1011 Calle Puente, San Clemente, CA 92672, for the 2012/2013 School-year. Below are details of items that CampCo would provide and the items that the School will provide.

CampCo Will Provide:

- Leading and Supervision of After-school Program on school days during the 2012/2013 school year (per the District Calendar approved on 7/9/12, plus two additional "minimum days" on 11/16/12 & 4/5/13) at Las Palmas Elementary School in San Clemente, for grades Kindergarten through 5th.
- Program to begin on Monday, September 10, 2012 and end on Tuesday, June 11, 2013, on schooldays. Mondays, Wednesdays, Thursdays and Fridays from 2:20pm-6pm and on Tuesdays and minimum days from 1pm-6pm.
- Ratio of 1 Staff per 20 children, with a maximum of 4 staff and 80 registered children per day.
- A minimum of 2 staff working at all times that children are present.
- Staff will be scheduled 15-20 minutes prior to the end of the school day to prepare for the day's activities and 15 minutes after the end of the program for clean-up time.
- Overall supervision of program by on-site Director or Sr. Recreation Leader (included in the 1:20 ratio), overseeing program staff and participants.
- Handling of children's behaviors and discipline with notification of major issues being forwarded to school administrators.
- Program planning including daily activities, preparation and set up.
- Staff will lead library time, math and reading games, active and quiet games, computer lab, crafts, sports, homework support, snack time supervision and more. Special or themed activities may be scheduled around Red Ribbon Week, holidays or other appropriate times. Activities will incorporate self-esteem building, good sportsmanship, sense of pride, confidence, life skills, conflict resolution, positive attitude towards education and opportunities to express creativity. CampCo will adjust activities based on the interest, participation, weather & needs of the school.
- Balls, jump ropes, parachute, and other sports equipment. Copies of worksheets, sign-in sheets and Incident Reports/Parent Notification Forms, First Aid Kit and replacement supplies, and other items related to a Recreation/After-school Program.
- Copies of Parent Info Letter, Registration Packet and Emergency Cards for the first 80 participants enrolled. (Las Palmas will make copies for any registrations after the initial 80 are enrolled).
- Participant Sign-in/out Sheet, forwarded to Las Palmas Office weekly.
- Staff training, CPR, First Aid, Basic Water Rescue, Games, Crafts, Handling Behaviors & More.
- Regular Visits to Programs by Day Camp Director or a CampCo Manager.
- CampCo hourly fees include workers' comp, employee and employer taxes, liability insurance, management mileage, new hires, initial staff training, annual trainings, background checks, fingerprinting, TB testing and uniforms.
- Supervision of participants who are picked up after 6pm. CampCo will charge a \$1 per minute late fee beginning at 6:10pm. to be collected directly from the parents at pick-up.
- Once-monthly Invoices to Las Palmas Elementary School/CUSD for the services provided. Total fees will be divided into 10 equal payments for the months of September through June. Payment is due to CampCo by the 15th of each month for that month's fees.

Page 1 of 2

Las Palmas Elementary School After-school Program Agreement

Page 2 of 2, Updated on 7/23/2012: 11:30am

Las Palmas Elementary School Will Provide:

- Meetings with School & CampCo Management to discuss the program, policies, facilities, etc...
- Adequate and safe space for the program. Classroom/multi-purpose room for Homework Support.
- Crafts & inclement weather Secure Storage, on-site, near the main program meeting area
- Snack items for all participants.
- Emergency telephone numbers of school staff and/or administrators.
- Prompt payment to CampCo per the Payment Schedule below.

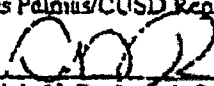
Cost Breakdown for the 2012/2013 School-year:

127 Days of School x 4 Staff x 4 hours per day	\$57,404.00
45 Days of School x 4 Staff x 5.25 hours per day	\$26,696.25
127 Hours for Prep/Planning Hours x 4 Staff	\$3587.75
176 Days x 1 CampCo Office Staff x 0.25	\$1243.00
160 Management Hours for CampCo supervisor visits, ASES meetings, ASES trainings, school meetings, site-specific Trainings, annual registration process and similar management duties	\$4520.00
Supplies & equipment, copies (sign-in sheets, lesson plans, worksheets...), books, games, balls, homework supplies (paper, pencils, flashcards, learning tools...)	\$2350.00
37 Weeks x 80 Crafts x \$.75/pp	\$2220.00
Total Program Fees:	\$98,021.00

Monthly Fees Due to CampCo: \$9,802.10

Payment due dates:	MONTH	DUE ON OR BEFORE	MONTH	DUE ON OR BEFORE
	September:	September 15	February:	February 15
	October:	October 15	March:	March 15
	November:	November 15	April:	April 15
	December:	December 15	May:	May 15
	January:	January 15	June:	June 15

With the appropriate signatures below both parties agree to the above.

Las Palmas/CUSD Representative


Sylvia N. Rosenthal, CampCo Officer

Date
7/23/2012

Date

**EXTENSION NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. 1213111**

**WITH
VENDING+PLUS**

The Independent Contractor Agreement ICA 1213111 with Capistrano Unified School District and Vending+Plus called for an original contract period of August 21, 2012 through August 20, 2013.

The contract with Capistrano Unified School District and Vending+Plus shall be extended an additional twelve (12) months, covering the period August 21, 2015 through August 20, 2016, at the rates shown in **Exhibit A** to this Extension No. 3 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.

Capistrano Unified School District

Vending+Plus

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: August 12, 2015

Date: _____

EXTENSION NO. 2 OF AGREEMENT ICA 1213111

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

VENDING+PLUS

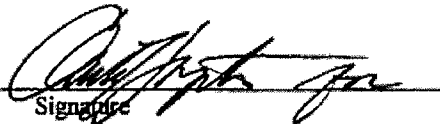
The Independent Contractor Agreement No. ICA1213111 called for an original contract period of August 21, 2012 through August 20, 2013.

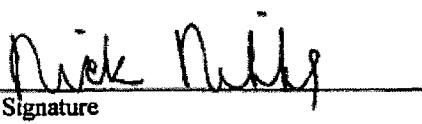
The agreement with Vending +Plus shall be extended an additional 12 months, for the period August 21, 2014 through August 20, 2015, at the commission percentages shown in the Agreement.

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.

Capistrano Unified School District

Vending+Plus

By: 
Signature

By: 
Signature

Terry Fluent

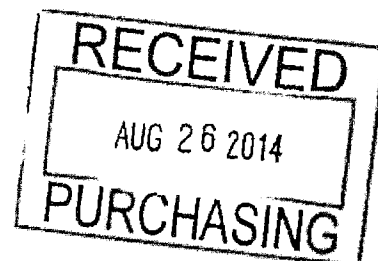
NICK NIKKA
Print Name

Director, Purchasing

SOLE PROPRIETOR
Title

Date: 9-12-14

Date: 8/12/14



EXTENSION OF AGREEMENT NO. ICA 1213111

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

VENDING+PLUS

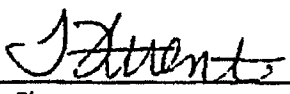
The Independent Contractor Agreement No. ICA1213111 called for an original contract period of August 21, 2012 through August 20, 2013.

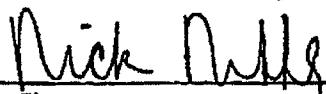
The agreement with Vending +Plus shall be extended an additional 12 months, for the period August 21, 2013 through August 20, 2014, at the commission percentages shown in the Agreement.

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.

Capistrano Unified School District

Vending+Plus

By: 
Signature

By: 
Signature

Terry Fluent

NICK NIKKA
Print Name

Director, Purchasing

SOLE PROPRIETOR
Title

Date: 8/15/13

Date: 7/30/13



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8/21/2012, 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").

VENDING+PLUS

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 pursuant to RFP No. 4-1213, Snack and Beverage Vending Services, as set forth in Contractor's Proposal dated July 18, 2012, and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, District shall be compensated as set forth in Attachment "A."

Term of Agreement. The term of this base Agreement is for one year commencing 8/21/2012 - 8/20/2013 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: 8/20/2012

CONTRACTOR

Signature: Nick Nikka
 Name: NICK NIKKA
 Title: SOLE PROPRIETOR
 Address: 11385 EXPOSITION BLVD
LA CA 90064
 Email Address: nnikka@verizon.net
 FEIN/SSN: 954445660

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." 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 – Additional Insured Endorsement**
Option 1: Form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form must be accompanied by Form CG 20 37 07 04
- ✓ **Business Auto Liability Insurance**
- ✓ **Workers' Compensation and Employers Liability Insurance**

Refer to Article 10. INSURANCE REQUIREMENTS

Suggested Terms of Agreement Financial

**** vending+plus** will pay Capistrano Unified School District according to the following:

**** Snacks:**

Year 1	30% of gross sales
Year 2	31% of gross sales
Year 3	32% of gross sales
Year 4	33% of gross sales
Year 5	34% of gross sales

**** Beverages:**

Year 1	30% of gross sales less applicable sales tax & C.R.V.
Year 2	31% of gross sales less applicable sales tax & C.R.V.
Year 3	32% of gross sales less applicable sales tax & C.R.V.
Year 4	33% of gross sales less applicable sales tax & C.R.V.
Year 5	34% of gross sales less applicable sales tax & C.R.V.

vending+plus will have the exclusive right for the sale of all Snacks and Beverages through automatic vending and merchandising equipment.

vending+plus will maintain an accurate record of all merchandise, collections, sales and inventories in connection with the proper operation of the vending machines provided. **vending+plus** will provide the district with a monthly computerized statement showing all amounts of gross sales and commissions earned for each machine as well as each site. All commissions will be paid to the Capistrano Unified School District by the 15th of the following month and will be accompanied by the site activity report which breaks down percentages to be retained at the Site, District Nutrition Office and the District.

vending+plus will absorb all costs due to abuse, pilferage, theft, breakage, damage, and/or vandalism of vending machines, and such costs will not be deducted from commissions payable in accordance with this proposal.

vending+plus has not solicited any sponsorships in connection with this proposal and services offered therein.

**EXTENSION NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. 1314042**

WITH

GUIDA SURVEYING, INCORPORATED

The Independent Contractor Agreement ICA 1314042 with Capistrano Unified School District and Guida Survey called for an original contract period of September 1, 2013, through August 31, 2014.

The contract with Capistrano Unified School District and Guida Surveying, Incorporated shall be extended an additional twelve (12) months, covering the period September 1, 2015 through August 31, 2016, at the rates shown in **Exhibit A** to this Extension No. 2 Agreement, not to exceed \$80,000.

Except as set forth in this Extension Agreement, and Board approved on July 24, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Guida Surveying, Incorporated

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: August 12, 2015

Date: _____

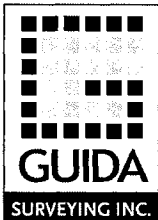


EXHIBIT A

GUIDA SURVEYING RATES

Rates effective July 1, 2015 through June 30, 2016

RATE	PER	PERSONNEL
\$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
\$255.00	HOUR	2 MAN SURVEY CREW
\$350.00	HOUR	3 MAN SURVEY CREW
\$ 75.00	HOUR	RESEARCH CLERICAL
\$120.00	HOUR	DRAFT / CADD OPERATOR / CHAINMAN
\$140.00	HOUR	PROJECT SURVEYOR
\$160.00	HOUR	PROJECT MANAGER/L.S.
\$190.00	HOUR	SENIOR PROJECT MANAGER/Principal
\$140.00	per person	PER DIEM per night
<p>Overtime is 1.5 times rates above Double overtime is 2.0 times the rates above Night work 2.0 times rates above</p> <p>15% will be added to all reproduction, research material, and delivery services</p> <p>Mileage will be billed at the federal rate</p>		

Orange County Irvine-Corporate-9241 Irvine Blvd Ste 100 Irvine CA 92618 Phone 949-777-2000 Fax 949-777-2050
San Francisco Bay Area Pleasanton-4695 Chabot Drive Ste. 115 Pleasanton CA 94588 Phone 925-398-0800 Fax

270 San Diego County San Marcos-1026 W El Norte Parkway Ste 147 Escondido CA 92026 Phone 760-624-8432 Fax 760-749-3988



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 25, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

GUIDA SURVEYING, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$80,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing September 1, 2013 to August 31, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 7/24/13

Signature: Ralph W. Guida IV
 Name: RALPH W GUIDA IV
 Title: PRESIDENT
 Address: 9241 IRVINE BLVD STE 100
IRVINE CA 92618
 Email Address: BGUIDA@CGUIDASURVEYING.CO
 FEIN/SSN: 33-0668606



May 29, 2013

John Fomey
Executive Director of Facility
Capistrano Unified School District
33122 Valley Rd
San Juan Capistrano, 92675

Subject: On call as needed Grade Checking Surveying Services for San Juan Capistrano High School Lunch Pavilion and Music Plaza.

Dear John

I'm please to submit this proposal for the following scope work. This scope is based on my conversation with Eden Co Inc and my understanding of projects requirements. This proposal is a negotiated fee as shown below. Guida Surveying will perform the following scope of service as directed by the school district representative.

Grade Checking/Quality Control and Quality Insurance Services

Guida Surveying will perform the following services

1. Verify existing survey stakes to confirm the location and elevation.
2. Verify forms, trenched footings, block wall heights, embed location and other items as directed.
3. Provide all finds measurements to field representative.
4. Provide Survey Construction verification.
5. Provide as needed staking for conceptual and visual field location. (not for any construction staking)
6. Coordinate with Districts Inspector of Record (I.O.R.)

Negotiated fee for above services.

- Half day (up to 4 hours) 2 man survey team \$800.00
- Full day 2 man survey team \$1400.00
- No office support is required per our discussion
- Attached are our standard billing rates for any work outside of the above scope

Budget on a as needed basis

\$80,000.00

If you have any question please call me at 949-777-2000.

Sincerely

Ralph Guida IV, PLS 7076
Guida Surveying, Inc.

1 of 2

Orange County Irvine-Corporate-9241 Irvine Blvd Ste 100 Irvine CA 92618 Phone 949-777-2000 Fax 949-777-2050
San Francisco Bay Area -4695 Chabot Drive Ste 200 Pleasanton CA 94588 Phone 925-558-2756 Fax 949-777-2050
San Diego County San Marcos-135 Vallecitos de Oro Ste E San Marcos CA 92069 Phone 760-759-2200 Fax 760-759-2219



GUIDA SURVEYING RATES

Rates effective May 1, 2013 through June 30, 2014

RATE	PER	PERSONNEL
\$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
\$240.00	HOUR	2 MAN SURVEY CREW
\$340.00	HOUR	3 MAN SURVEY CREW
\$ 75.00	HOUR	RESEARCH CLERICAL
\$115.00	HOUR	DRAFT / CADD OPERATOR
\$140.00	HOUR	PROJECT SURVEYOR
\$160.00	HOUR	PROJECT MANAGER/L S
\$190.00	HOUR	SENIOR PROJECT MANAGER
\$220.00	HOUR	PRINCIPAL
\$125.00	per person	PER DIEM
Overtime is 1.5 times rates listed-Night work 2.0 times rate above		
15% will be added to all reproduction, research material, and delivery services		
Mileage will be billed at the federal rate		

2 of 2

Orange County Irvine-Corporate-9241 Irvine Blvd Ste 100 Irvine CA 92618 Phone 949-777-2000 Fax 949-777-2050
 San Francisco Bay Area -4695 Chabot Drive Ste 200 Pleasanton CA 94588 Phone 925-558-2756 Fax 949-777-2050
 San Diego County San Marcos-135 Vallecitos de Oro Ste E San Marcos CA 92069 Phone 760-759-2200 Fax 760-759-2219

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314042**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

GUIDA SURVEYING, INCORPORATED

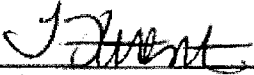
The Independent Contractor Agreement ICA 1314042 with Capistrano Unified School District and Guida Surveying, Incorporated, called for an original contract period of September 1, 2013, through August 31, 2014.

The contract with Capistrano Unified School District and Guida Surveying, Incorporated shall be extended an additional twelve (12) months, covering the period September 1, 2014, through August 31, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$80,000.

Except as set forth in this Extension Agreement, and Board approved on July 24, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature


Terry Fluent
Print name

Director, Purchasing
Title

Date: 10/6/14

CONSULTANT

Guida Surveying, Incorporated

By: 
Signature

Megan Guida
Print Name

CEO, CFO
Title

Date: 8/25/14

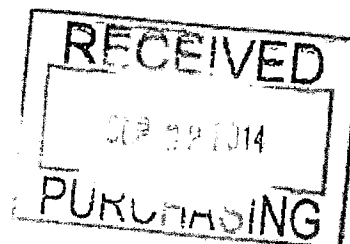




EXHIBIT A

Hourly Rate Schedule 2014

RATE	PER	PERSONNEL
\$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
\$250.00	HOUR	2 MAN SURVEY CREW
\$340.00	HOUR	3 MAN SURVEY CREW
\$ 75.00	HOUR	RESEARCH CLERICAL
\$120.00	HOUR	DRAFT / MAPPING DESIGNER
\$140.00	HOUR	PROJECT SURVEYOR
\$160.00	HOUR	PROJECT MANAGER / L.S.
\$190.00	HOUR	SR. PROJECT MANAGER / DIRECTOR / PRINCIPAL
15% will be added to all reproduction, research material, and delivery services Overtime is 1.5 times rates listed above		
Mileage will be billed at the federal rate		

**EXTENSION NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. 1213114**

WITH

PAMELA MOLDAUER

The Independent Contractor Agreement ICA 1213114 with Capistrano Unified School District and Pamela Moldauer called for an original contract period of August 15, 2012, through August 14, 2013.

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

Except as set forth in this Extension Agreement, and Board approved on Septmeber 10, 2012, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Pamela Moldauer

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: August 12, 2015

Date: _____

Exhibit A

Fee Schedule

2015-16

Pamela S. Moldauer, L.C.S.W.
30131 Town Center Drive, #235
Laguna Niguel, CA 92677
(949)495-3666
(949)495-8194 Fax
pmoldauer@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract:

Hourly Rate: \$70.00

Pamela S. Moldauer, L.C.S.W.

Date

**EXTENSION NO. 2 OF PROFESSIONAL SERVICES AGREEMENT
PSA1213114**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PAMELA MOLDAUER

The Professional Service Agreement PSA 1213114 with Capistrano Unified School District and Pamela Moldauer called for an original contract period of August 15, 2012, through August 14, 2013.

The contract with Capistrano Unified School District and Pamela Moldauer shall be extended covering the period August 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement. Annual services under this contract are limited to \$30,000.

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: 7/10/14

DISTRICT

Pamela Moldauer

By: Pamela Moldauer
Signature

Pamela Moldauer
Print Name

Contracted Counselor
Title

Date: 6/10/14

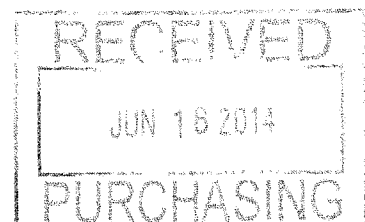


Exhibit A

Fee Schedule

Pamela S. Moldauer, L.C.S.W.
30131 Town Center Drive, #235
Laguna Niguel, CA 92677
(949)495-3666
(949)495-8194 Fax
pmoldauer@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract:

Hourly Rate: \$60.00

Pamela Moldauer, LCSW
Pamela S. Moldauer, L.C.S.W.

6/10/14
Date



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 9/11/2012 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").

PAMELA MOLDAUER

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 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 8/15/12 8/14/13 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: 9/10/12

CONSULTANT

Signature: Pam Moldauer

Name: PAM Moldauer

Title: Consultant

Address: 30131 TOWN CT Dr #235
Laguna Niguel, CA 92651

Email Address: pmoldauer@gmail.com

FEIN/SSN: 324 42 0265

Exhibit A

Fee Schedule

Pamela S. Moldauer, L.C.S.W.
30131 Town Center Drive, #235
Laguna Niguel, CA 92677
(949)495-3666
(949)495-8194 Fax
pmoldauer@gmail.com


Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Term of Contract: 8/1/2012 – 6/30/2013

Hourly Rate: \$60.00


Pamela S. Moldauer, L.C.S.W.


Date

**EXTENSION NO. 1 OF PROFESSIONAL SERVICES AGREEMENT
PSA1213114**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PAMELA MOLDAUER

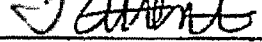
The Professional Service Agreement PSA 1213114 with Capistrano Unified School District and Pamela Moldauer called for an original contract period of August 15, 2012, through August 14, 2013.

The contract with Capistrano Unified School District and Pamela Moldauer shall be extended an additional twelve (12) months, covering the period August 15, 2013, through August 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$40,000.

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

Capistrano Unified School District

By: 
Signature


Terry Fluent
Print name

Director, Purchasing
Title

Date: 8/15/13

DISTRICT

Pamela Moldauer

By: 
Signature

PAM Moldauer
Print Name

Contracted Counselor
Title

Date: 7/24/13

Exhibit A
Fee Schedule

Pamela S. Moldauer, L.C.S.W.
30131 Town Center Drive, #235
Laguna Niguel, CA 92677
(949)495-3666
(949)495-8194 Fax
pmoldauer@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00


Pamela S. Moldauer L.C.S.W.

5/23/13
Date

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. 1415220**

WITH

INVO HEALTHCARE ASSOCIATES, LLC.

The Independent Contractor Agreement ICA 1415220 with Capistrano Unified School District and INVO Healthcare Associates, LLC, called for an original contract period of April 13, 2015 through June 22, 2015.

The contract with Capistrano Unified School District and INVO Healthcare Associates, LLC, shall be extended an additional twelve (12) months, covering the period June 23, 2015 through June 30, 2016, at the rates shown in **Exhibit A** to this Extension No. 1 Agreement not to exceed \$20,000.

Except as set forth in this Extension Agreement, and Board approved on April 12, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

INVO Healthcare Associates, LLC

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: August 12, 2015

Date: _____

Exhibit A

Fee Schedule

2015-16

INVO Healthcare Associates

1780 Kendarbren Drive

Jamison, PA 18929

800-434-4686

215-489-8760

Fax: 215-489-8766

www.invohealthcare.com

Speech Language Pathologist \$74 per hour

By: _____ Date: _____



Contract No. ICA 1415220

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of April 13, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

INVO HealthCare Associates, 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 as described in Exhibit A, including but not limited to speech pathologist placement services; 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 this Agreement.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$20,000 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 April 13, 2015 through June 22, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and associated Purchase Order(s), which by this reference are incorporated herein. District and 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: Arth N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: 05.27.15

CONTRACTOR

Signature: [Signature]
Name: Jason T. Ralph
Title: Chief Operating Officer
Address: 1780 Kildarborn Drive
Amisom PA 18929
Email Address: invo@centiaes.com
FEIN: 32-0395173

GENERAL CONDITIONS

INDEPENDENT CONTRACTOR AGREEMENT No. 1415220
CAPISTRANO UNIFIED SCHOOL DISTRICT

A Proposal for:

Speech and Language Pathology Services

Prepared exclusively for:

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

Laura Hanaford

March 31, 2015

by:

Invo 
HealthCare Associates
...Helping Kids Be Kids®

1780 Kendarbren Drive
Jamison, PA 18929
Phone: (800) 434-4686 • (215) 489-8760
Fax: (215) 489-8766
www.invohealthcare.com

Proposal Contact:
Mark McCormick, Marketing Director

The rates in this proposal are valid for 60 days

Overview and Statement of Need

The Capistrano Unified School District (CUSD) is an agency serving individuals with a wide range of disabilities. These individuals have been identified by CUSD to receive specialized educational services.

Invo HealthCare Associates (INVO) is a group practice of related service providers specializing in providing service delivery to individuals with various disabilities and emotional and behavioral challenges. INVO's goal is to facilitate the individual's independent function and increase the individual's potential to effectively participate in the educational process.

INVO staff incorporates the educational model into its service delivery, program development and implementation, management, and training. Our corporate staff has background in education, related services delivery and business management. They have worked in all levels of management and have developed expertise in working with varied personnel in educational and related service settings.

Contract Management and Process

Your INVO Contract Management Team:

- Has expertise and experience in the provision of educationally based services
- Accesses over 800,000 licensed service providers nationwide through INVO's Proprietary Database. This affords INVO the opportunity to access service providers in your local area and nationwide.
- Works with Licensure Organizations to keep service provider information up to date
- Interacts with Industry Associations to remain informed on industry trends
- Utilizes a proactive Direct Contact approach to source candidates
- Incorporates the usage of Social Media and Job Board Platforms
- Attends trade shows and launches advertising campaigns

Mark McCormick, Marketing Director, will be the primary contact person, and will be responsible for the day-to-day management of the CUSD contract with INVO. The information will include but not be limited to:

- Service Provider caseload information
- Comments regarding the interaction of our INVO service providers and their level of success in your program
- Additional service provider needs

Additionally, Mark McCormick, will be supported in all day-to day operations by the other members of your INVO Team:

- Helen Johnstone, Marketing Director
- Sandy Malone, Marketing Coordinator
- Staci McGinty, Marketing Coordinator
- Susan Laphen, Marketing Coordinator

Initial Agency/Program Orientation:

INVO will review with CUSD the requirements of the related service positions, including job descriptions and general responsibilities. INVO will request that you provide us with relevant information about your agency's strengths and management philosophy. This information allows us to showcase your agency in a positive light and focus on the related service providers that best meet your program needs. This also allows potential service providers to make an informed decision regarding the professional and personal advantages of working with the CUSD. INVO views this staffing process as a partnership between our company and your agency. Each party assumes an important role in ensuring that the most suitable service provider is selected to meet your service delivery needs.

Comprehensive Recruitment Effort:

INVO will handle all necessary components of the recruitment process. This process includes the recruiting effort, the initial screening of the candidate and the credential verification process.

Once a potential candidate is identified, we discuss the strengths of CUSD, address potential objections, and clarify pertinent information. The service provider's resume and any other required credential information will be presented for your review.

Since CUSD can present the best picture of your Agency, we request that you perform a face-to-face or phone interview with the potential candidate. Our experience shows that this interaction enables you to determine if the service provider is a good fit for your organization, as well as allows the service provider to learn first hand about your program.

INVO will complete final contract arrangements with the service provider, handle compensation negotiations, and review the position responsibilities as outlined by CUSD.

Ongoing Support:

INVO will maintain an ongoing dialogue with you and the INVO service provider(s) to discuss relevant topics and ensure a smooth transition into your program. Our corporate staff will visit the facilities as deemed necessary.

Each INVO service provider will be able to draw from a network of therapeutic providers available through our company. Our resources act as invaluable contacts when the service providers feel networking will benefit their service delivery. In order to provide the highest standard of service, our experienced corporate staff shares ideas with your program supervisors to assist with problem-solving techniques in a variety of areas in your day-to-day program needs.

Services and Fees

As a result of our recent experience in your geographic area, our proposed rate(s) to provide services to CUSD are as follows:

<u>Service Provider</u>	<u>Hours Needed</u>	<u>Rate/Hour</u>
Speech and Language Pathologist	"as needed"	\$74.00

If assignment involves providing services at more than one facility, travel time between the facilities will be billed at the regular hourly rate.

We welcome the opportunity to discuss your related service needs and our proposed rates. Our goal is to ensure that we are providing a competitive cost structure for CUSD.

The rates in this proposal are valid for 60 days

Summary

INVO has extensive experience with educationally based programs. Our infrastructure is designed to support a continually growing pool of service providers who are interested in educational related service delivery in 24 states. Please contact INVO to support your related service needs in the following areas: Speech & Language Pathology, Occupational Therapy, Physical Therapy, Psychology, Audiology, Special Instruction, Behavior Analysis, Social Work, Nursing, and Sign Language Interpreter.

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. 1415181**

WITH

BARRIOS AND ASSOCIATES, LLC DBA COMMUNICATIONS LAB

The Independent Contractor Agreement ICA 1415181 with Capistrano Unified School District and Barrios and Associates, LLC dba Communications Lab called for an original contract period of February 2, 2015 through February 28, 2015 at the rate of \$7,500 per month. Amendment No. 1 amended certain terms therein and extended ICA 1415181 until June 30, 2015, that was board on approved March 25, 2015.

The contract with Capistrano Unified School District and Barrios and Associates, LLC dba Communications Lab shall be extended an additional six months covering the period July 1, 2015 through December 31, 2015.

Except as set forth in this Extension Agreement, and Board approved on February 11, 2015 and March 25, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Barrios and Associates, LLC dba
Communications Lab**

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: August 12, 2015

Date: _____

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1415181**

WITH

**BARRIOS AND ASSOCIATES, LLC
DBA COMMUNICATIONS LAB**

Independent Contractor Agreement No. ICA 1415181 between Capistrano Unified School District (District) and Barrios and Associates, LLC, dba Communications LAB (Contractor) (ICA No. 1415181) called for services to be rendered at the rate of \$7,500 per month, shown in the agreement for an initial term of one month (February 2015).

District and Contractor amend ICA No. 1415181 to incorporate the following provision:

24. Prohibition on Active Solicitation: District shall not actively solicit David Cordero, an employee of Contractor, or any other assigned employee of Contractor for employment as a District employee, during the term of ICA No. 1415181.


Furthermore, Contractor shall assign David Cordero, an employee of Contractor, to perform the services discussed in ICA No. 1415181, with a minimum of twelve hours per week for the term of ICA No. 1415181, with the option of performing such services at an off-District site location.

Lastly, District and Contractor extend the term of ICA No. 1415181, which shall commence on March 1, 2015 and terminate on June 30, 2015.

Except as set forth in this Amendment, and Board approved on February 11, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Barrios and Associates, LLC

By: 
Signature

By: 
Signature

Lynh N. Rust
Print Name

Arianna Barrios
Print Name

Executive Director, Contracts & Purchasing
Title

CEO
Title

Board Approval Date: 03.25.15

Date: 3/24/15



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "District", and **Barrios and Associates, LLC, dba Communications LAB**, hereinafter referred to as "Contractor".

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

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis,

NOW THEREFORE, the parties agree as follows

1. **Services to be provided by Contractor:** provide information to news media and develop press releases, arrange interviews and conferences for representatives of newspapers and other media for dissemination of public information, maintain a professional relationship with newspapers and other media representatives; seek out and cultivate news and information resources for the development of positive stories; develop and promote interest amount groups supportive of the district's education objectives to expand the organization's positive reputation, arrange for reproduction or printing and distribution of public relations materials within prescribed timelines, act as a liaison between site and/or district administrators in gathering and sharing factual information with

the media and public-at-large; acknowledge, coordinate and respond to Public Records Act requests and other similar inquiries in the legally prescribed deadlines; attend Board of Trustees of the Capistrano Unified School District meetings in order to observe and disseminate information relating to the proceedings; and perform other general public relations and communications functions and assignments as required by District.

2. **Term:** Contractor shall commence providing services under this Agreement beginning February 2, 2015, and will diligently perform as required and complete performance ending February 28, 2015, with one (1) one-month extensions, at the option of the Board of Trustees of District or authorized designee

3. **Compensation:** District agrees to pay Contractor for services rendered pursuant to this Agreement a total fee not to exceed seven thousand five hundred Dollars (\$7,500) Contractor shall bill District at the end of each month that the contract is in effect

4. **Expenses:** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District

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

6. **Materials:** Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows: any printing, postage or other production costs for materials produced are not included within the scope or budget of this contract.

Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession

7. Originality of Services: [Reserved].

8. Copyright/Trademark/Patent: Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination: District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.

District may also terminate this Agreement for cause, which includes, but is not limited to: (a) material violation of this Agreement by Contractor; or (b) any act by Contractor exposing District to liability to others for personal injury or property damage, or (c) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency with written notice of intention to terminate. Written notice by District may contain the reasons for such intention to terminate and unless within five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall, upon the expiration of the fifth (5th) day, cease and terminate. In the event of such termination, District may secure the required services from another contractor. If the cost to District exceeds the cost of providing the service pursuant to this Agreement, the excess cost shall be charged to and collected from Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: Contractor agrees to and does hereby indemnify, hold harmless and defend District and its governing board, officers, employees and agents from every claim or demand

made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of Contractor, or any person, firm or corporation employed by Contractor, either directly or by independent contract arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District property, except for liability for damages which result from the sole negligence or willful misconduct of District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

11. **Insurance:** Pursuant to Section 10, Contractor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its governing board, officers, agents and employees as additional insureds under said policy.

12. **Assignment:** The obligations of Contractor pursuant to this Agreement shall not be assigned by Contractor.

13. Compliance with Applicable Laws: The services completed herein must meet the approval of District and shall be subject to District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor. Contractor's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

14. Permits/Licenses: Contractor and all employees or agents shall secure and maintain in force such permits and licenses as are required by law, if any, in connection with the furnishing of services pursuant to this Agreement.

15. Employment with Public Agency: Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment: This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

17. Nondiscrimination: Contractor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

19. Notice: All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by (a) personal service or (b) by U S Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered

given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

DISTRICT:

Lynh N. Rust
Executive Director, Contracts & Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

Arianna Barrios
Chief Executive Officer
Barrios and Associates, LLC
25 Orchard, Suite 250
Lake Forest, CA 92630

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

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

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

23. **Exhibits:** [Reserved]

THIS AGREEMENT IS ENTERED INTO THIS 29th DAY OF January, 2015.

Capistrano Unified School District

Name of District

By: 

Lynh N. Rust

Typed Name

Executive Director, Contracts & Purchasing

Title

Barrios and Associates, LLC

Contractor Name

By: 

Arianna Barrios

Typed Name

Chief Executive Officer

Title

46-2030008

Taxpayer Identification Number

**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
CONTRACT NO. MCA 1516005**

WITH

OLIVE CREST ACADEMY

Master Contract Agreement No. MCA 1516005 called for services to be rendered at the rates shown in the agreement.

The contract with Olive Crest Academy shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2015.

Except as set forth in this Amendment, and Board approved on July 22, 2015 all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Olive Crest Academy

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: August 12, 2015

Date: _____

EXHIBIT A: RATES

CONTRACTOR Olive Crest Academy CONTRACTOR NUMBER 30-66621-7102924 2015-2016
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 14 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>\$165.58</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 – 0 – 24 miles Round Trip	<u>\$ 42.70</u>	<u>Daily</u>
	b. Transportation – 25 – 49 miles Round Trip	<u>\$ 52.80</u>	<u>Daily</u>
	c. Transportation – 50+ miles Round Trip	<u>\$ 63.00</u>	<u>Daily</u>
	d. 1:1 Transporation Assistant	<u>\$ 60.94</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		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	<u>\$101.58</u>	<u>Per hour</u>
	b. Language and Speech Therapy – Group	<u>\$ 60.94</u>	<u>Per hour</u>
	c. Language and Speech Therapy –Assessment	<u>\$126.98</u>	<u>Per hour</u>
	d. Language and Speech Therapy –Consultation Rate	<u>\$ 60.94</u>	<u>Per hour</u>
	e. Language and Speech – Consultation Rate		
(5)	a. 1:1 Classroom Assistant	<u>\$116.81</u>	<u>Per day</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.



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 23, 2015 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor").

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, 2015 through June 30, 2016.

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: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: July 22, 2015

"CONTRACTOR"

By: _____
 Name: _____
 Title: _____
 Email address _____
 FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Olive Crest Academy CONTRACTOR NUMBER 30-66621- 2015-2016
7102924
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 14 Classrooms If blank, the number shall be as determine by CDE Certification.

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Total LEA enrollment may not exceed _____

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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 – 0 – 24 miles Round Trip	\$ 42.70	Daily
	b. Transportation – 25 – 49 miles Round Trip	\$ 52.80	Daily
	c. Transportation – 50+ miles Round Trip	\$ 63.00	Daily
	d. 1:1 Transporation Assistant	\$ 60.94	Daily
	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	\$101.58	Per hour
	b. Language and Speech Therapy – Group	\$ 60.94	Per hour
	c. Language and Speech Therapy –Assessment	\$125.00	Per hour
	d. Language and Speech Therapy –Consultation Rate	\$ 60.94	Per hour
	e. Language and Speech – Consultation Rate		
(5)	a. 1:1 Classroom Assistant	\$116.81	Per day
	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.



AVID Center HQ
 9246 Lightwave Ave
 Suite 200
 San Diego, CA 92123
 Phone: (858) 380-4800
 Fax: 1-800-915-6897

Quote: Capistrano Unified School District

To	From
Capistrano Unified School District	Shonnel Oson
Philippa Geiger	9246 Lightwave Ave
33122 Valle Road	San Diego, CA 92026
San Juan Capistrano, CA 92675	E-mail: soson@avidcenter.org

Summary

Total Amount:	\$45,240.00	Quote ID:	QUO-04864-N7R5P2
Shipping Method:	FedEx	Date:	6/4/2015
Payment Terms:	Net 30		
Total Number of Sites:	12	Number of Combo Sites:	
Number of New Sites:		Number of Elementary Sites:	
Number of Existing Sites:	12	Number of Secondary Sites:	12
Number of SI:		Number of Elementary Libraries:	
Number of Memberships:	12	Number of Secondary Libraries:	
Number of AVID Weekly:	12		

Details

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Aliso Niguel High School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Aliso Viejo Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Aliso Viejo Middle School	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Program Level: Secondary					
Site: Bernice Ayer Middle School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Capistrano Valley High School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Dana Hills High School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Don Juan Avila Middle School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Ladera Ranch Middle School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Marco Forster Middle School	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Newhart Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: Niguel Hills Middle School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: San Clemente High School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00
Site: San Juan Hills High School					
	AVID WEEKLY	AVID Weekly Subscriptions	1.00	\$475.00	\$475.00
Program Level: Secondary					
	MEMBERSHIP SECONDARY	AVID Membership Fees Secondary	1.00	\$3,295.00	\$3,295.00

Pre Freight Amount	\$45,240.00
Total Tax	\$0.00
Total	\$45,240.00

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Title

Date

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID program—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director Secondary and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director Secondary through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director Secondary to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the Certification process;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- An AVID Year in Review and ACCESS academic journals for Client and each AVID Member Site listed on the Quote as implementing the Secondary Program; and
- Assistance in disseminating information about AVID to potential new AVID middle school and high school sites within Client.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

2.1 **Term:** The parties agree that this Exhibit shall be in effect from July 1, 2015 to June 30, 2016 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 **AVID Secondary Methodology:** Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

3.2 **AVID Secondary Student Selection:** Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 **AVID Secondary Staff Training:** Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 **AVID Summer Institute:** Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director Secondary attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 **Professional Learning:** Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 **Data Collection:** On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and the client named in the Quote(s) ("Client").

Article I. Definitions

- 1.1 AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit (s), and any other applicable addenda.
- 1.2 AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).
 - (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
 - (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
 - (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.
- 1.3 AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.
- 1.4 AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.
- 1.5 AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

- 1.6 AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education. The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle Level and High School Libraries, if so ordered by Client).
- 1.7 Exhibit: The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).
- 1.8 Payment Terms: The terms of when payment is due; as listed on the Quote.
- 1.9 Quote: The order document that is fully incorporated into this Agreement by reference.

Article II. Period of Agreement

- 2.1 Term: The Term ("Term") of this Agreement shall be July 1, 2015 to June 30, 2016 unless earlier terminated as provided herein.

Article III. Licenses and Proprietary Rights

3.1 Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and the AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). (For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site).

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

- 3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
- 3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition is precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection and certification processes.

Article IV. Compensation

- 4.1 Quotes--Invoicing and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

5.1 Independent Contractors:

AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1 AVID Center Warranty: AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2 Client Warranty: Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1 Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2 Termination for Convenience: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

- 7.3 Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

- 8.1 Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.
- 8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

- 8.6 Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 Assignment: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.
- 8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Capistrano Unified School District
CA

Signature: AVID Center Authorized

Signature: Client Authorized

Printed or Typed Name

Printed or Typed Name

Title

Title of Designee

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

**AMENDMENT TO AGREEMENT BID NO. 1516-02
AUDIO VISUAL EQUIPMENT**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CDW GOVERNMENT, LLC

The Agreement between Capistrano Unified School District (District) and CDW Government LLC (CDWG), dated June 25, 2015 for the purchase of Audio Visual Equipment as needed by the District, shall be amended as set forth in Section X Terms & Conditions of the awarded Bid No. 1516-02 between District and CDWG, specifically in the event that an item within the bid is discontinued/no longer available, or on a regular basis becomes limited in stock, or is back-ordered delaying agreed upon delivery expectations, it may be replaced by an item that performs the same task. It shall be deemed an acceptable replacement only if it meets or exceeds original specifications, is provided at the same or lesser price of the original item, and provided the District approves replacement in writing.

In the Agreement dated June 25, 2015, CDWG was awarded the bid to provide Aver Tabcharge CT2 Charging Carts. In July 2015, CDWG communicated clarification relaying that the Aver Tabcharge CT2 had been discontinued and replaced by the Aver S40i Charging Cart. CDWG indicated it intends to honor the same prices as indicated in the awarded bid.

Except as set forth in this amendment, and Board approved on June 24, 2015, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

CDW Government LLC

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Exec. Director, Contracts & Purchasing
Title

Title

Board Approval Date: _____

Date: _____

LIMITED USE LICENSE AGREEMENT

Capistrano Unified School District
Arroyo Vista Elementary School
(July, 2009 · Version)

This Limited Use License (the "License") is made this **25th** day of **August, 2015**, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as **Arroyo Vista**: Lot 4, Tract No. 13084, as per map filed in Book 618, Pages 43-48, inclusive of Miscellaneous Maps, located in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Arroyo Vista Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Arroyo Vista Elementary School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

EXHIBIT 38

Arroyo Vista Limited Use License Agreement

August 25, 2015

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THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

Arroyo Vista Limited Use License Agreement
August 25, 2015

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1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

2.01 Term. This License shall begin August 25, 2015 and end on June 9, 2016. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be \$5,000.

Arroyo Vista Limited Use License Agreement
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(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than **December 1, 2015.**

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary School related Activities, as shown and described on Exhibit "B", during the within specified

Arroyo Vista Limited Use License Agreement
August 25, 2015

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times: 8:00 a.m. – 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

Arroyo Vista Limited Use License Agreement

August 25, 2015

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6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs on property of the DISTRICT and for DISTRICT'S use of the Park.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and FirstService Residential, Inc. (herein "FirstService") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least \$3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than **August 24, 2015**. Any insurance renewal shall meet the requirements of this License. Proof of such insurance shall be sent to SAMLARC 22342-A, Avenida Empresa, Suite 102-A, Rancho Santa Margarita, CA 92688.

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August 25, 2015

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7.04 Indemnification, Release, Waiver, Covenant Not to Sue; Bond.

Claims arising from the use of the Park:

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from acts and omissions of DISTRICT, its contractors, agents, employees, directors, officers and volunteers and/or conditions of DISTRICT property.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

All other claims:

SAMLARC as used in the provisions relating to indemnity, release, waiver and Covenant Not to Sue shall mean and refer to SAMLARC, its agents, representatives, contractors, advisors, insurers, servants, attorneys, managing agent (which at the time of this agreement is FirstService Residential, Inc.)

DISTRICT shall indemnify, defend and hold SAMLARC harmless from all claims, actions, damages, to the fullest extent possible arising out of, relating to or in any manner connected with the DISTRICT'S property (including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

Arroyo Vista Limited Use License Agreement

August 25, 2015

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The DISTRICT shall timely advance and pay all fees and costs including expenses of investigations, experts, witnesses, service of process, court reporter, and filing fees, and all attorney fees as they are submitted by SAMLARC. SAMLARC shall have the right without consulting DISTRICT to engage any witnesses, experts, inspectors, consultants, and attorneys, legal assistants, and legal professionals SAMLARC in its sole discretion determines to be necessary and on terms and conditions as SAMLARC shall decide and agree in its sole discretion in order to defend, represent, protect, advise, and consult with SAMLARC arising out of, relating to or in any manner connected with the indemnity, and defense of SAMLARC as provided herein.

Prior to commencement of any use by DISTRICT of the Park, DISTRICT shall name SAMLARC, its agents, and managing agent as provided herein, DISTRICT as additional insureds under the DISTRICT's liability policy. In the event DISTRICT is unable to name SAMLARC, its agents and managing agent as additional insureds under DISTRICT's liability insurance policy, DISTRICT shall pay for a liability insurance policy naming SAMLARC, its agents and managing agent as insureds on terms and conditions and in such amounts as may be acceptable to and approved by SAMLARC. DISTRICT's obligation to defend, hold harmless and indemnify SAMLARC as specified in this Limited Use License Agreement will continue and remain regardless of whether DISTRICT names SAMLARC, its agents, and managing agent as additional insureds under the DISTRICT's liability policy or whether DISTRICT pays for a liability policy insuring SAMLARC, its agents, and managing agent as specified herein.

Except as to claims arising out of the use of the Park, The DISTRICT releases SAMLARC from any and all claims, damages, actions resulting from, concerning, arising out of, related to SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions . This release applies to claims, damages or actions that arise, occur or accrue before this agreement and at all times thereafter.

Waiver of Civil Code Section 1542:

The DISTRICT hereby expressly waives all rights, claims, actions, against SAMLARC generally and under Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Arroyo Vista Limited Use License Agreement

August 25, 2015

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This general and specific waiver and release waives all claims that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions.

Covenant Not to Sue:

The DISTRICT agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise arising out of the Districts property(including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT also agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) and/or SAMLARC's operations, contracts, and functions.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

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9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: **Clark Hampton, Deputy Superintendent, 33122 Valle Road, San Juan Capistrano, CA 92675-4792 · (949) 234-9200.**

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquiries and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: **Candice Fullenkamp, Community Executive Officer, First Service Residential, 22342-A Avenida Empresa, Suite 102-A Rancho Santa Margarita, California 92688 · 949-709-0015 · candice.fullenkamp@FSResidential.com.**

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

Arroyo Vista Limited Use License Agreement

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11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

Arroyo Vista Limited Use License Agreement

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The Association:

**RANCHO SANTA MARGARITA
LANDSCAPE AND RECREATION
CORPORATION**

By: _____
Gary Thompson, President

By: _____
Ted Robertson, Secretary

Date: _____

Address: 22342A Avenida Empresa, Suite 102-A
Rancho Santa Margarita, CA 92688
Phone: 949-709-0015
Fax: 949-589-6603
Contact Person: Candice Fullenkamp
Email: candice.fullenkamp@fsresidential.com

The District:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Clark Hampton, Deputy Superintendent,
Business & Support Services

Date: _____

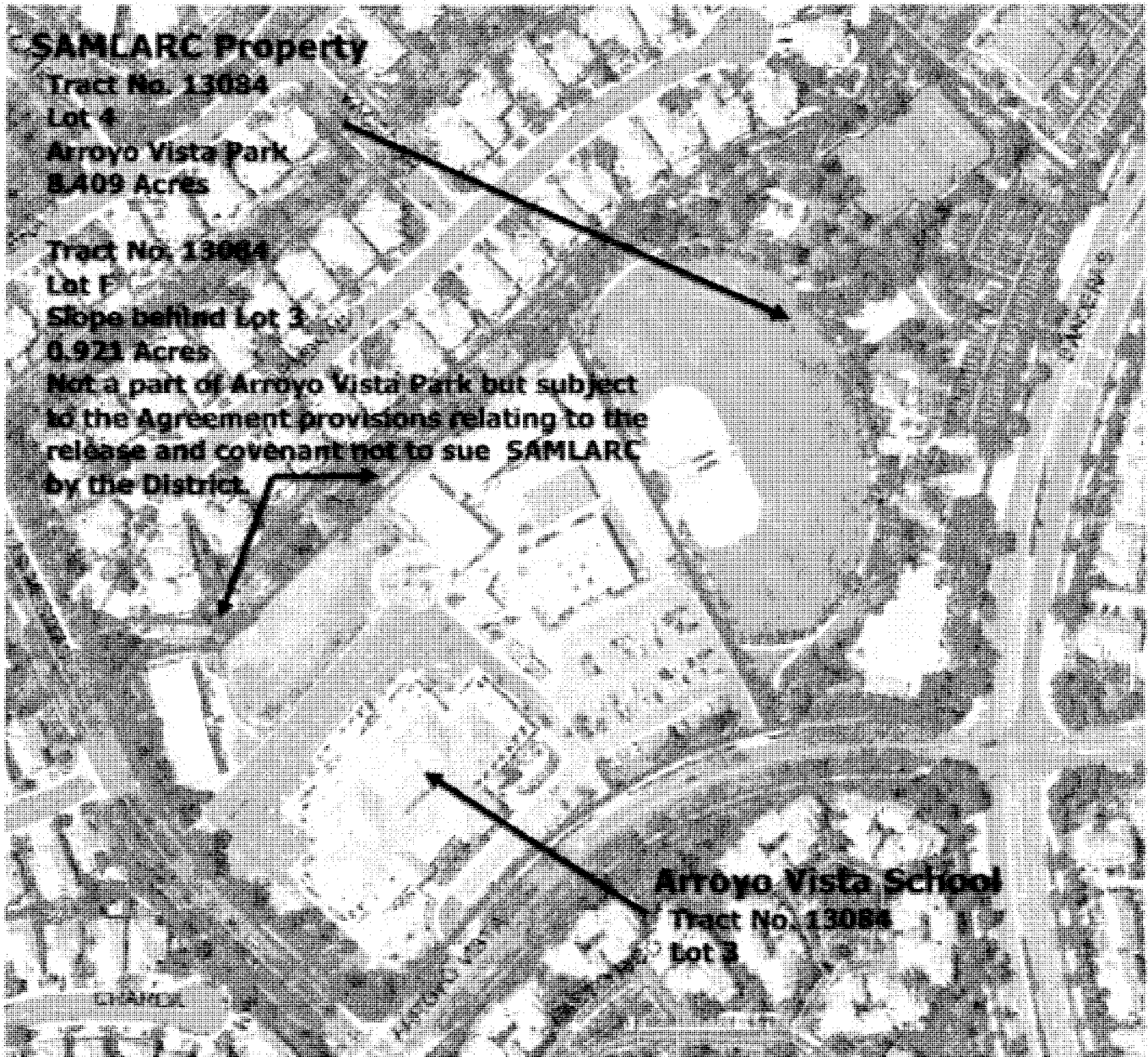
Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792
Phone: 949-234-9449
Fax: 949-493-3728
Contact Person: Debbie Pulido
Email: dpulido@capousd.org

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EXHIBIT A

SAMLARC - Arroyo Vista Elementary School • LULA



Arroyo Vista Limited Use License Agreement
Exhibit A

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EXHIBIT B

ARROYO VISTA ELEMENTARY SCHOOL ESTIMATED USE OF FIELD · 2015 - 2016

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	Teddy Bear Picnic (one time in spring)	90 Minutes a.m. 90 Minutes p.m.
Grade 1	100	Bug Hunt (twice in September) Kickball (2days per week – one month in spring) End of Year Party (June)	2.5 Hours
Grade 2	120	One Activity (spring)	2.5 Hours
Grade 3	100	Kickball (twice a month or less)	30 Minutes
Grade 4	125	Kickball (once a week, one ball field) Gold Rush Days (spring) Junior Olympics (spring activity with fifth grade)	60 Minutes 1 School Day 4 School Days
Grade 5	135	Daily Activities – run around perimeter Softball/Kickball/Field Activities- (two days per week, one ball field) Colonial Day (one time activity in February or April) Junior Olympics – (spring activity with fourth grade) Softball: Staff vs. 5 th Grade – June (one time activity) Softball Practice for above game (one month prior, three times a week approximately 20 students) Year-end 5 th Grade Celebration (one day)	2 School Days 4 School Days

Arroyo Vista Limited Use License Agreement

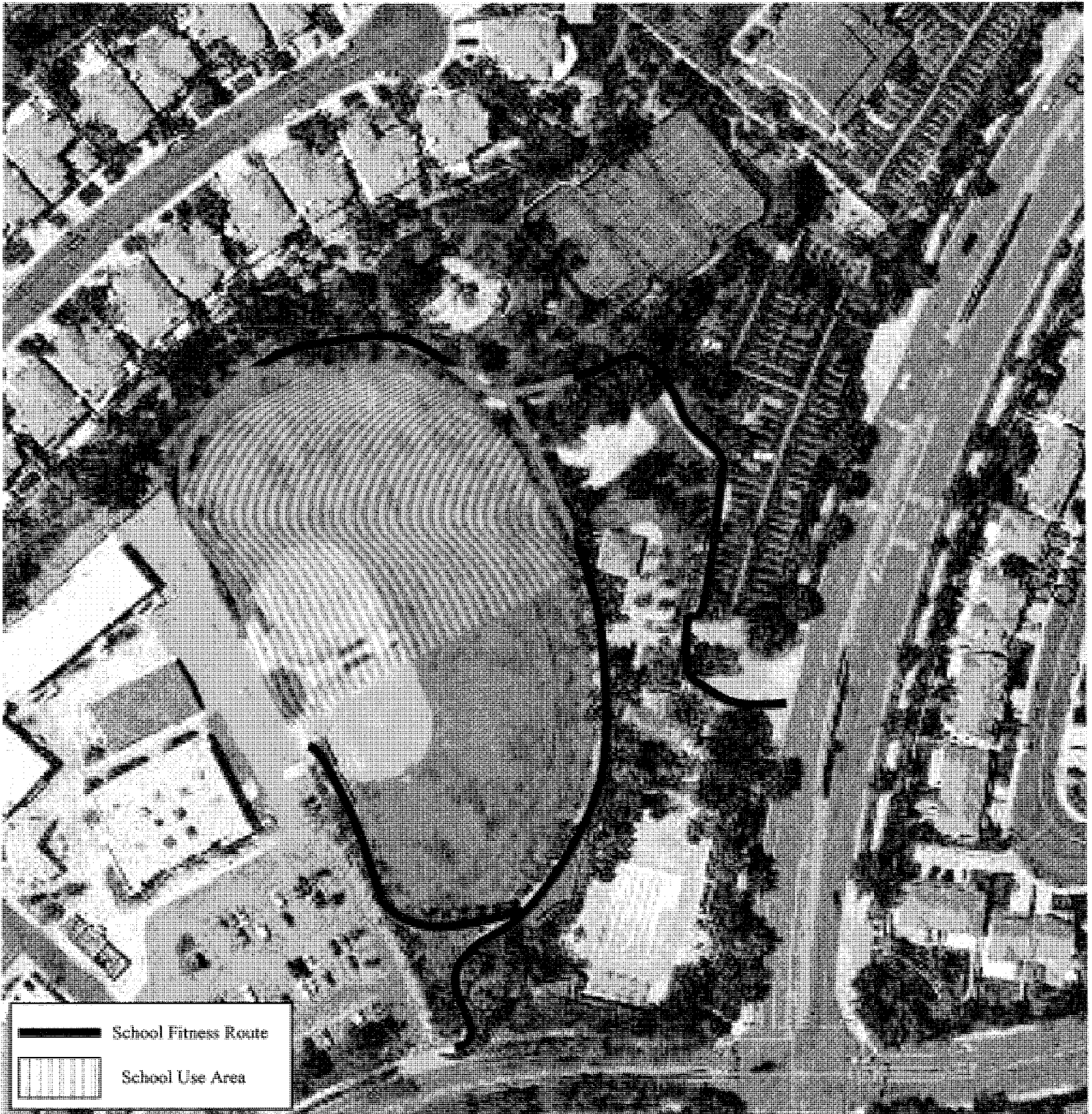
Exhibit B

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EXHIBIT C
SAMLARC - Arroyo Vista Elementary School
LULA · 2015 - 2016



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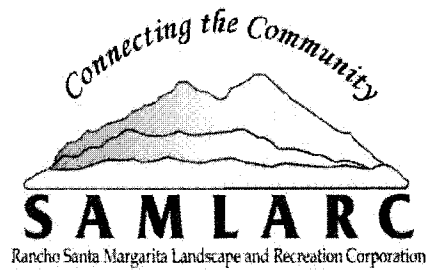


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- **No. 8 – Preventive Maintenance – Soccer/Football Practices**
- **No. 9 - Inclement Weather Sports Field Close Down**
- **No. 16 – One-Time Use of Sports Fields**

Arroyo Vista Limited Use License Agreement

Exhibit D

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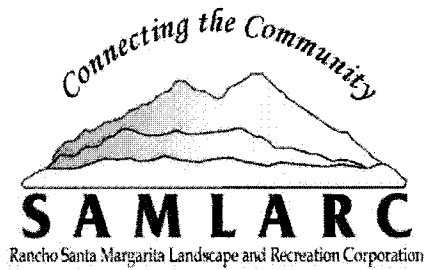


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 8 – Preventive Maintenance – Soccer/Football Practices

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.
2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.
3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.
4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.
5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.

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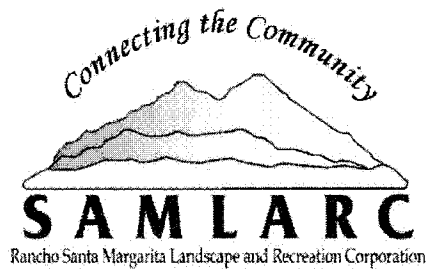


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 9 - Inclement Weather Sports Field Close Down

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in “Mud Line” for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the “message” will be sent to all those affected. Also, the “message” will be posted on the SAMLARC web site.
 - a. The “Mud Line” number is: 949-448-6217
 - b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
 - c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager’s duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the “Mud Line”, “Field Closed” signs will be put on closed field(s). It then becomes the user’s responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
 - a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
 - b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.

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Exhibit D

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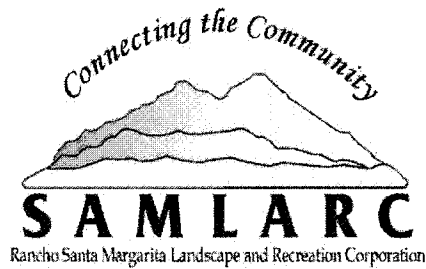


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
- d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:
 - (1) Brick dust ball diamonds - (softball or baseball). If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.
 - (2) Grass/Turf field- (soccer or football). If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.
 - (3) Rule of Thumb. If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.
- 5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.

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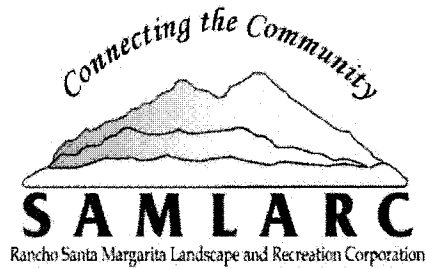


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 16 – One-Time Use of Sports Fields

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.

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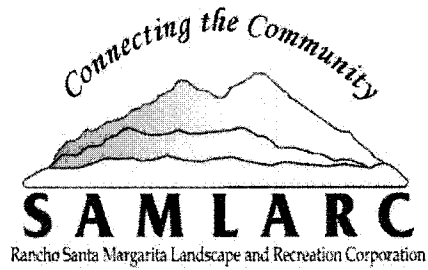


EXHIBIT D

Detailed Use Guidelines – Sports Fields

13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.

Arroyo Vista Limited Use License Agreement

Exhibit D

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LIMITED USE LICENSE AGREEMENT

Capistrano Unified School District

Tijeras Creek Elementary School

(July, 2009 · Version)

This Limited Use License (the "License") is made this 25th day of **August, 2015**, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as **Tijeras Creek**; Parcel 2 of LL 99-039, Tract No. 15869, filed for record as Instrument 2000-0639174 in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Tijeras Creek Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Tijeras Creek Elementary School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

EXHIBIT 39

Tijeras Creek Limited Use License Agreement

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THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

Tijeras Creek Limited Use License Agreement
August 25, 2015

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1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

1.05 SAMLARC License to Use District Dumpster. DISTRICT hereby grants to SAMLARC a non-exclusive license to use the District dumpster for the purpose of providing Sports League access for disposal of trash generated at Park.

2.01 Term. This License shall begin **August 25, 2015** and end on **June 9, 2016**. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this

Tijeras Creek Limited Use License Agreement
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License the amount of these normal costs and expenses payable by DISTRICT is agreed to be **\$8,900.**

(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than **December 1, 2015.**

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

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4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. – 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by

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DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs on property of the DISTRICT and for DISTRICT'S use of the Park.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and FirstService Residential, Inc. (herein "FirstService") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least \$3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than August 24, 2015. Any insurance renewal shall meet the

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requirements of this License. Proof of such insurance shall be sent to SAMLARC 22342-A, Avenida Empresa, Suite 102-A, Rancho Santa Margarita, CA 92688.

7.04 School Dumpster. SAMLARC shall be provided access for use of the school dumpster for purpose of allowing sports leagues to dispose of refuse.

7.05 Indemnification, Release, Waiver, Covenant Not to Sue. Bond Claims arising from the use of the Park:

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from acts and omissions of DISTRICT, its contractors, agents, employees, directors, officers and volunteers and/or conditions of DISTRICT property.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

All other claims:

SAMLARC as used in the provisions relating to indemnity, release, waiver and Covenant Not to Sue shall mean and refer to SAMLARC, its agents, representatives, contractors, advisors, insurers, servants, attorneys, managing agent (which at the time of this agreement is FirstService Residential, Inc.)

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DISTRICT shall indemnify, defend and hold SAMLARC harmless from all claims, actions, damages, to the fullest extent possible arising out of, relating to or in any manner connected with the DISTRICT'S property (including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT shall timely advance and pay all fees and costs including expenses of investigations, experts, witnesses, service of process, court reporter, and filing fees, and all attorney fees as they are submitted by SAMLARC. SAMLARC shall have the right without consulting DISTRICT to engage any witnesses, experts, inspectors, consultants, and attorneys, legal assistants, and legal professionals SAMLARC in its sole discretion determines to be necessary and on terms and conditions as SAMLARC shall decide and agree in its sole discretion in order to defend, represent, protect, advise, and consult with SAMLARC arising out of, relating to or in any manner connected with the indemnity, and defense of SAMLARC as provided herein.

Prior to commencement of any use by DISTRICT of the Park, DISTRICT shall name SAMLARC, its agents, and managing agent as provided herein, DISTRICT as additional insureds under the DISTRICT's liability policy. In the event DISTRICT is unable to name SAMLARC, its agents and managing agent as additional insureds under DISTRICT's liability insurance policy, DISTRICT shall pay for a liability insurance policy naming SAMLARC, its agents and managing agent as insureds on terms and conditions and in such amounts as may be acceptable to and approved by SAMLARC. DISTRICT's obligation to defend, hold harmless and indemnify SAMLARC as specified in this Limited Use License Agreement will continue and remain regardless of whether DISTRICT names SAMLARC, its agents, and managing agent as additional insureds under the DISTRICT's liability policy or whether DISTRICT pays for a liability policy insuring SAMLARC, its agents, and managing agent as specified herein.

Except as to claims arising out of the use of the Park, The DISTRICT releases SAMLARC from any and all claims, damages, actions resulting from, concerning, arising out of, related to SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions . This release applies to claims, damages or actions that arise, occur or accrue before this agreement and at all times thereafter.

Waiver of Civil Code Section 1542:

The DISTRICT hereby expressly waives all rights, claims, actions, against SAMLARC generally and under Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

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This general and specific waiver and release waives all claims that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions.

Covenant Not to Sue:

The DISTRICT agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise arising out of the Districts property(including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT also agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) and/or SAMLARC's operations, contracts, and functions.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This

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contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: **Clark Hampton, Deputy Superintendent, 33122 Valle Road, San Juan Capistrano, CA 92675-4792 · (949) 234-9200.**

9.02 **SAMLARC Contact Person.** SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquiries and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: **Candice Fullenkamp, Community Executive Officer, FirstService Residential, 22342-A Avenida Empresa, Suite 102-A, Rancho Santa Margarita, California 92688 · 949-709-0015 · candice.fullenkamp@FSResidential.com.**

9.03 **Communication.** In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 **Breach.** In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

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11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

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The Association:

**RANCHO SANTA MARGARITA
LANDSCAPE AND RECREATION
CORPORATION**

By: _____
Gary Thompson, President

By: _____
Ted Robertson, Secretary

Date: _____

Address: 22342A Avenida Empresa, Suite 102-A
Rancho Santa Margarita, CA 92688
Phone: 949-709-0015
Fax: 949-589-6603
Contact Person: Candice Fullenkamp
Email: candice.fullenkamp@fsresidential.com

The District:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Clark Hampton, Deputy Superintendent,
Business & Support Services

Date: _____

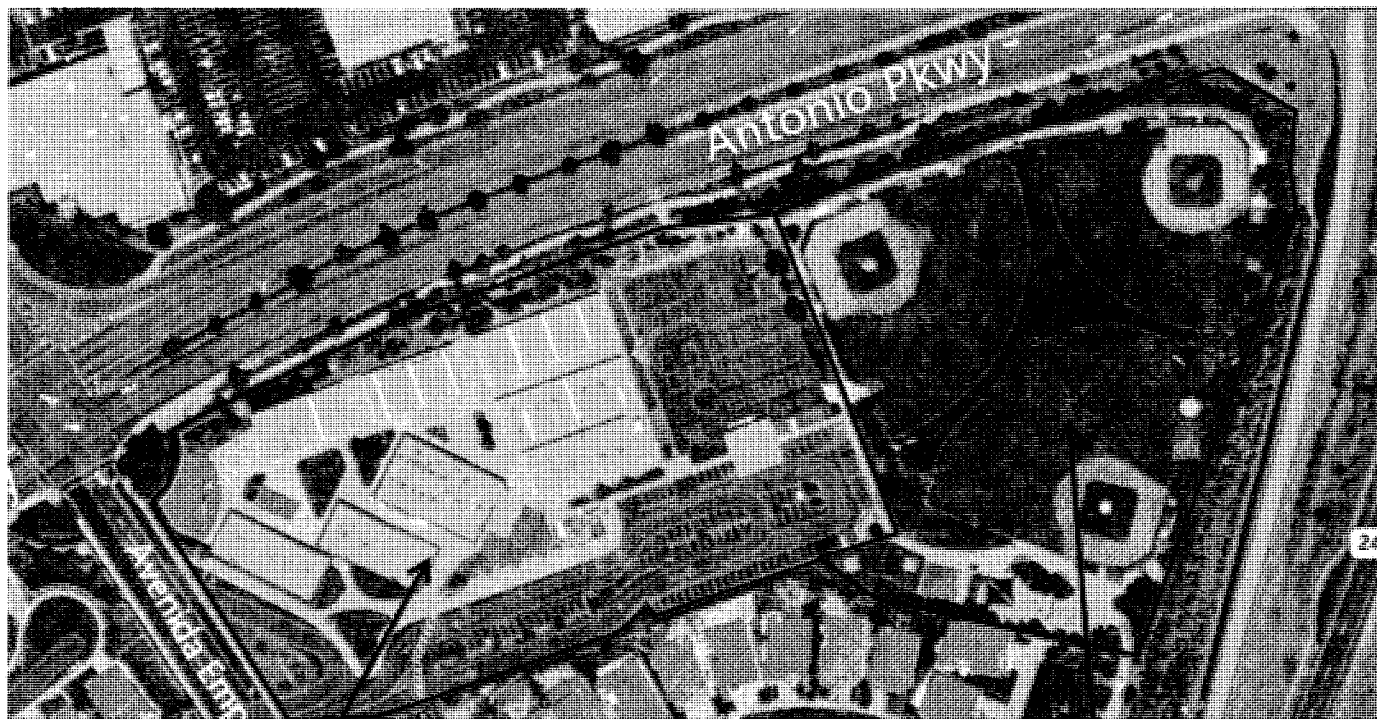
Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792
Phone: 949-234-9449
Fax: 949-493-3728
Contact Person: Debbie Pulido
Email: dpulido@capousd.org

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EXHIBIT A

SAMLARC - Tijeras Creek Elementary School - LULA



Tijeras Creek School

Tract No. 12946

Lot 8 Portion

SAMLARC Property

Tract No. 12946

Lot 8 Portion

Tijeras Creek Park

Approximately 4.43 Acres

Tijeras Creek Limited Use License Agreement

Exhibit A

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EXHIBIT B

TIJERAS CREEK ELEMENTARY SCHOOL ESTIMATED USE OF FIELD · 2015 - 2016

Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	No field usage during the year	None
Grade 1	100	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 2	115	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 3	145	Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year field Parties (June)	20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day
Grade 4	120	Daily Morning Recess Activities Daily Lunch Activities Field Activities: 1-2 Days a Week Gold Rush Activity End of the Year Field Parties (June)	17 Minutes 20 Minutes 1 Hour 1 School Day 1 School Day
Grade 5	135	Daily Morning Recess Activities Daily Lunch Activities Field Activities: 2 Days a Week 5 th Grade Panoramic Picture (1 Time) End of the Year Field Parties (June)	17 Minutes 20 Minutes 15 Minutes 30 Minutes 1 School Day
All Grades	615	Surf Spring/Jog-A-Thon (September)	1 School Day

Tijeras Creek Limited Use License Agreement

Exhibit B

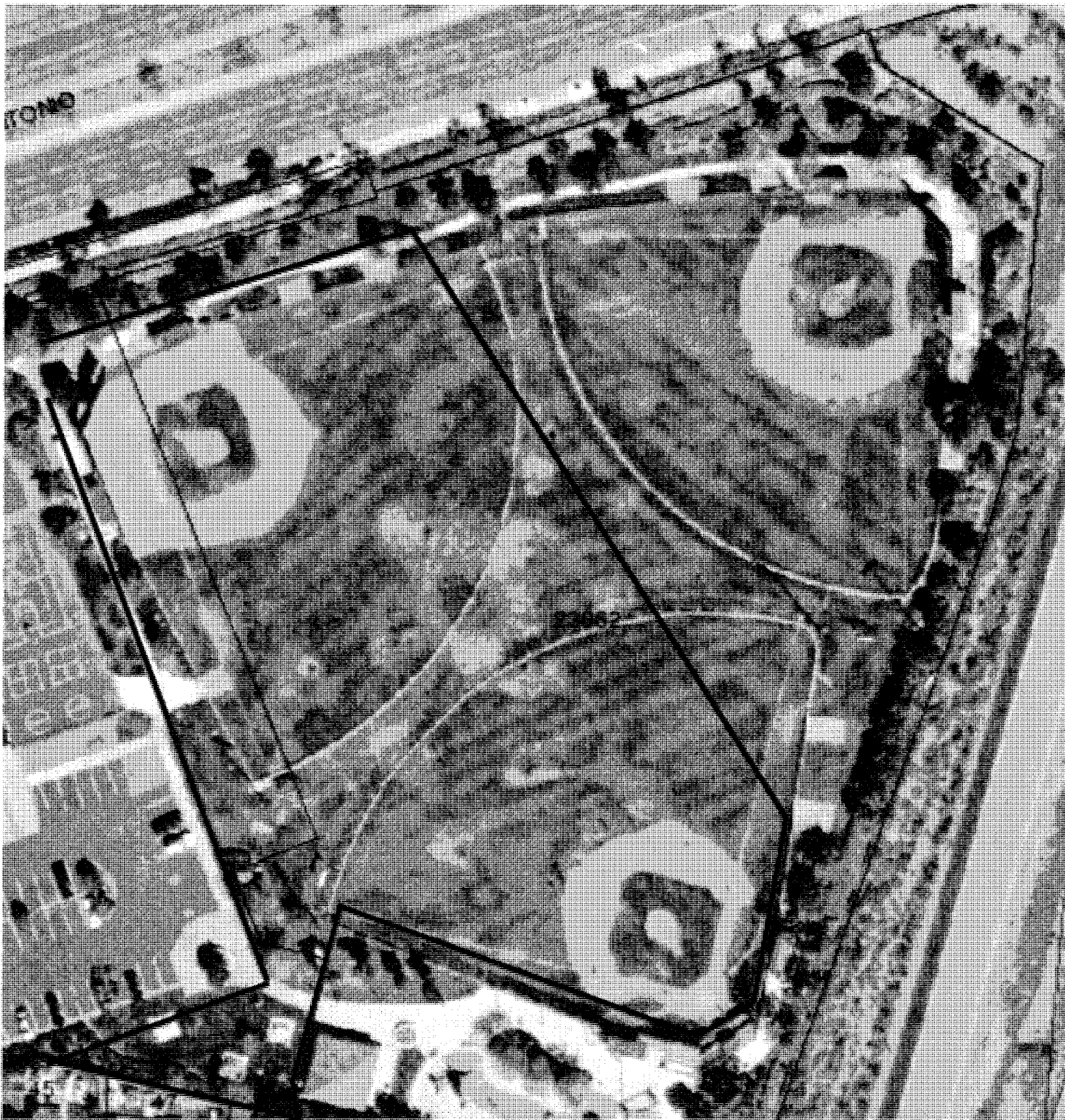
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EXHIBIT C

SAMLARC -Tijeras Creek Elementary School LULA · 2015 - 2016



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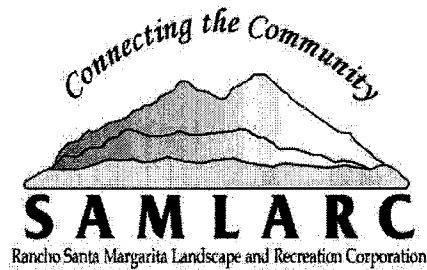


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- **No. 8 – Preventive Maintenance – Soccer/Football Practices**
- **No. 9 - Inclement Weather Sports Field Close Down**
- **No. 16 – One-Time Use of Sports Fields**

Tijeras Creek Limited Use License Agreement
Exhibit D

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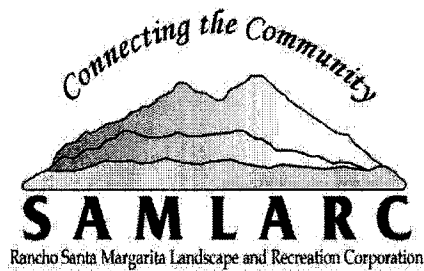


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 8 – Preventive Maintenance – Soccer/Football Practices

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.
2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.
3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.
4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.
5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.

Tijeras Creek Limited Use License Agreement

Exhibit D

August 25, 2015

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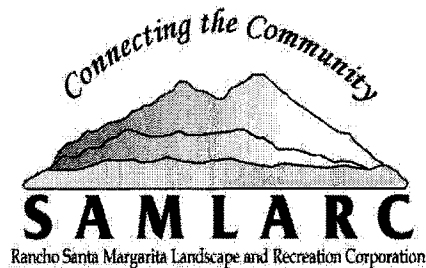


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 9 - Inclement Weather Sports Field Close Down

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in “Mud Line” for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the “message” will be sent to all those affected. Also, the “message” will be posted on the SAMLARC web site.
 - a. The “Mud Line” number is: 949-448-6217
 - b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
 - c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager’s duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the “Mud Line”, “Field Closed” signs will be put on closed field(s). It then becomes the user’s responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
 - a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
 - b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.

Tijeras Creek Limited Use License Agreement
Exhibit D

August 25, 2015

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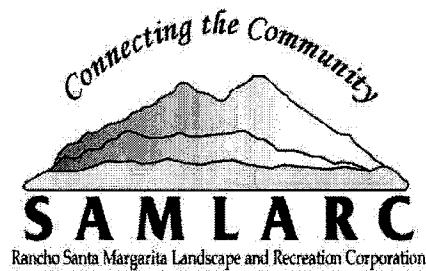


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
- d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:
 - (1) Brick dust ball diamonds - (softball or baseball). If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.
 - (2) Grass/Turf field- (soccer or football). If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.
 - (3) Rule of Thumb. If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.
- 5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.

Tijeras Creek Limited Use License Agreement
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August 25, 2015

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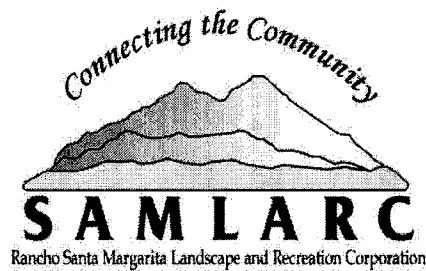


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 16 – One-Time Use of Sports Fields

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.

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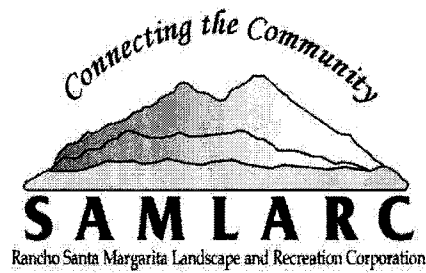


EXHIBIT D

Detailed Use Guidelines – Sports Fields

13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.

Tijeras Creek Limited Use License Agreement
Exhibit D

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AMENDMENT NO. 1 TO ADVOCACY AGREEMENT

This amendment (Amendment) is made by Capistrano Unified School District (Client) and Capitol Advisors Group, LLC (Contractor), parties to the agreement entitled Advocacy Agreement entered into on April 1, 2015 (Advocacy Agreement). The Advocacy Agreement is amended to incorporate the following provisions:

RECITALS

WHEREAS, Contractor additionally has experience and expertise in communication, media and press relations and additionally has extensive experience in planning and managing public engagement efforts on behalf of public school agencies; and

WHEREAS, Client additionally desires communications, media and press relations consulting and public engagement and outreach services.

NOW, THEREFORE, the parties agree as follows:

14. Term of Amendment as Related to Communications, Media and Press Relations Consulting and Public Engagement and Outreach Services. The initial period of this Amendment shall be May 15, 2015 through August 15, 2015. At the end of this term, this Amendment shall be eligible for renewal at the option of the Client's Board of Trustees, subject to the limitations of Education Code Section 17596. This amendment, together with the Advocacy Agreement, may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement and is subject to the 30-day termination described in section 4 of the Advocacy Agreement.
15. Compensation as Related to Communications, Media and Press Relations Consulting and Public Engagement and Outreach Services.
 - a. Compensation to Contractor shall be \$7,500 per month, paid at the end of each month for the contract period.
 - b. Client also agrees to compensate Contractor for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client beforehand.

Except as set forth in this Amendment, the Advocacy Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Advocacy Agreement, the terms of this Amendment shall prevail.

Kevin R. Gordon
Title: President and CEO
Capitol Advisors Group, LLC

Kirsten M. Vital
Title: Superintendent
Capistrano Unified School District

EXHIBIT A

Description of Services

- Development of an initial districtwide media audit and strategic communications plan.
- Identifying and training in-house communications and outreach support.
- Developing topline messages, mediums and media strategies for district-wide communications to 1) internal staff, 2) individual school sites, 3) parents and interested parties, 4) community leaders, and 5) media and public-at-large.
- Amplifying district-wide and individual school site successes and milestone updates.
- Scheduling and staffing desk-side briefings and/or media tours during the summer recess.
- Preparing specific responses to specific message challenges.
- Support and staff local coalition and ally efforts that highlight the progress of the district and individual school sites.
- Schedule and staff individual meetings with community and political leaders to open new lines of potential support.
- Schedule and lead regular meetings and/or conference calls with Superintendent, lobbyists and designated staff.

ADVOCACY AGREEMENT

This Agreement is entered into on April 1, 2015 by and between Capistrano Unified School District ("Client") and Capitol Advisors Group, LLC ("Contractor"), a California limited liability company.

RECITALS

WHEREAS, Contractor has experience and expertise in legislative planning, consulting and advocacy and is willing and able to perform services desired by Client; and

WHEREAS, Client desires legislative consulting and advocacy services, strategic counsel, and assistance in developing mutually beneficial partnerships.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **Term of Agreement.** The initial period of this Agreement shall be April 1, 2015 through June 30, 2016. At the end of this term, this Agreement shall be renewed at the option of Client's Board of Trustees. This Agreement may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement.
2. **Description of Services.** Contractor agrees to provide services to Client as identified in Exhibit A, "Description of Services," attached to this Agreement and incorporated by reference.
3. **Compensation.**
 - a. Compensation to Contractor shall be \$4,000 per month, paid on at the end of each month for the contract period.
 - b. Client also agrees to compensate Contractor for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client beforehand.
4. **Termination.** Either party may terminate this Agreement, with or without cause, effective upon thirty (30) days prior written notice to the other party. In case of termination, the Client shall be liable for all fees described under section 3 above, including approved travel expenses, up to the date of the written notice of termination.
5. **Independent Contractor.** The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association or any other relationship except that of independent contractor.

6. Limitation on Liability; Indemnification.
No Limitation Because of Insurance

The defense, indemnity and hold harmless obligations set forth herein this Agreement shall not be limited, impaired or diminished, in any way, by the insurance requirements set forth herein. 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 Client against liability or claims of liability, which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide Client 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 Client and its officers, agents and employees as additional insured's by separate endorsement under said policy.

Broadest Indemnity Possible

With respect to the provisions of this section (6), and in general, Contractor shall indemnify, hold harmless, and defend Client (including its inspectors, project managers, trustees, board members, officers, agents, members, employees, affiliates, consultants, sub-consultants, and representatives), and each of them, from any and all liability, loss, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by Client, Contractor, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness, or willful misconduct on the part of Contractor, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Contractor is responsible, in connection with the performance of the Agreement. Contractor's obligations under the preceding sentence shall apply regardless of whether Client or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the active negligence or by the willful misconduct of Client.

Defense, Indemnity, Hold Harmless and Professional Liability

Each party shall defend, indemnify and hold harmless the other party, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct. Contractor's obligations under this provision shall apply regardless of whether Client or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any loss, liability, fines, forfeitures, costs or damages caused by the gross negligence or by the willful misconduct of Client.

7. **Notices to the Parties.** All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

To Capitol Advisors Group, LLC:

Kevin Gordon, President and CEO
Address: 925 L Street, Suite 1200
Sacramento, California 95814
Telephone: 916-847-9454
Email: kevin@capitoladvisors.org

To Capistrano Unified School District:

Superintendent: Kirsten M. Vital
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano California 92675
Telephone: 949-234-9200
Email: kmvital@capousd.org

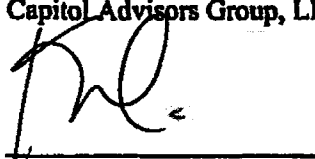
8. **Waiver.** No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy or power.
9. **Legal Costs.** If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.
10. **Client Responsibility for Fair Political Practices Commission (FPPC) Reporting and Accounting Requirements.** State law (the Political Reform Act, Government Code sections 81000 et, seq.) and regulations of the FPPC govern reporting and accounting requirements for lobbyists, lobbying firms and lobbyist employers. Contractor is a registered lobbying firm and complies with applicable FPPC requirements. Client is responsible for complying with its own reporting and accounting requirements, and payment of applicable fees, as required by the FPPC (including FPPC Regulations 18615 and 18616).
11. **Governing Law.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
12. **Entire Agreement.** The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.

13. **Severability.** If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:



Kevin R. Gordon
Title: President and CEO
Capitol Advisors Group, LLC



Kirsten M. Vital
Title: Superintendent
Capistrano Unified School District

EXHIBIT A
Description of Services

1. Ensure that the Capistrano Unified School District is fully engaged in the legislative and regulatory process and that the views and perspective of the district are known to policy makers across State government agencies, among regulatory bodies and in the Legislature; and,
2. Provide legislative and administrative representation on behalf of the Capistrano Unified School District in the California State Capitol, California Department of Education, California State Board of Education, California State Controller's Office, California Department of Finance and Commission on State Mandates, California Department of Food and Agriculture, California Department of Health Services and the Governor's Office and Legislature; and
3. Provide legislative and political analysis of, and maintain communication with Capistrano Unified School District, on all legislation and potential legislation introduced in the legislature for its impacts on the Capistrano Unified School District; and,
4. Pursue Capistrano Unified School District interests on school facilities construction, modernization, maintenance and operations issues that arise at the State level and specifically before the Energy Commission, State Allocation Board and at the Office of Public School Construction; and,
5. Provide political, state budgetary and legislative consultation; and
6. Participate in meetings to provide updates on legislative, political and regulatory developments including meetings in the district or local community at the request of the Superintendent; and
7. Assist in staffing local coalition efforts that engage parents, community and key district stakeholders in advancing the legislative interests of the Capistrano Unified School District; and,
8. Prepare and submit reports for the Fair Political Practices Commission in accordance with state law for Client's lobbying activities.

CAPISTRANO UNIFIED SCHOOL DISTRICT
PERSONNEL REIMBURSEMENT AGREEMENT

This AGREEMENT is entered into on this 13th day of August 2015, by and between the Capistrano Unified School District, 33122 Valle Rd, San Juan Capistrano, California 92675, hereinafter referred to as CUSD and the Laguna Beach Unified School District hereinafter referred to as LBUSD. CUSD and LBUSD shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, LBUSD is in need of the professional services of an employee of CUSD to provide Orientation and Mobility services; and

WHEREAS, CUSD is agreeable to assigning Joseph Brookman, hereinafter referred to as EMPLOYEE, to provide his professional services to LBUSD in the above assignment.

NOW, THEREFORE, BE IT RESOLVED the Parties to this AGREEMENT do mutually agree as follows:

1. CUSD agrees during the term of this AGREEMENT to assign EMPLOYEE to serve as an Orientation and Mobility Specialist for the LBUSD visually impaired students. EMPLOYEE will provide services under this AGREEMENT for a total of 5 days.
2. The term of this AGREEMENT shall commence August 25, 2015, and end on June 30, 2016, subject to termination as set forth in this AGREEMENT.
3. LBUSD agrees to pay CUSD in consideration of services performed by CUSD's EMPLOYEE as specified in Section 1 of this AGREEMENT at the total actual employee costs at the total per diem amount of \$634.97, plus indirect costs at 3.77 percent.
 - A. LBUSD agrees to reimburse CUSD for all actual mileage driven on behalf of LBUSD students on a monthly basis
 - B. LBUSD agrees to pay CUSD within 30 days after the last day upon which services are rendered by each EMPLOYEE upon submission of an itemized invoice. Payment shall be mail to: CUSD, Attn: Accounting Manager, 33122 Valle Rd, San Juan Capistrano, California 92675, or at such other place as CUSD may designate in writing. This AGREEMENT shall be amended to provide complete reimbursement to CUSD for any increases in salary or benefits provided to each EMPLOYEE for fiscal year 2015-2016.
4. CUSD shall require EMPLOYEE to report to both CUSD and LBUSD when the EMPLOYEE will not be able to provide services to LBUSD as scheduled. LBUSD will pay for EMPLOYEE absences for services on LBUSD scheduled days.
5. LBUSD will notify CUSD Assistant Superintendent of Special Education with the number of hours needed by LBUSD for Extended School Year 2016, no later than May 15, 2016. These hours will be billed to LBUSD at EMPLOYEE's hourly rate, with mileage reimbursement.

6. LBUSD will order and pay for any specialized equipment or materials related to orientation and mobility as required in an Individualized Education Program for LBUSD students.
7. CUSD hereby agrees to hold harmless, indemnify, and defend LBUSD, its Board of Trustees, officers, agents, and employees for liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of CUSD during the period of this Agreement. LBUSD agrees to hold harmless, indemnify, and defend CUSD, the CUSD Board of Trustees, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of LBUSD during the period of this Agreement.
8. CUSD and LBUSD agrees that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
9. This AGREEMENT may be terminated by either party with the giving of 30 days prior written notice to the other party.
10. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third day after deposit in the 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:

LBUSD: Laguna Beach Unified School District
550 Blumont Street
Laguna Beach CA 92651
Attn: Irene White

CUSD: Capistrano Unified School District
33122 Valle Rd
San Juan Capistrano CA 92675
Attn: Mark Miller
11. CUSD and LBUSD agree that this AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, with venue in Orange County, California.

12. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated in any way.
13. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between CUSD and LBUSD regarding the personnel services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

BY: _____
Authorized Signature

PRINT NAME: Clark D. Hampton
Deputy Superintendent,
TITLE: Business and Support Services

DATE: August 13, 2015

LAGUNA BEACH UNIFIED SCHOOL
DISTRICT

BY: _____
Authorized Signature

PRINT NAME: Dean West
TITLE: Assistant Superintendent, Business

DATE: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
PERSONNEL REIMBURSEMENT AGREEMENT

This AGREEMENT is entered into on this 13th day of August 2015, by and between the Capistrano Unified School District, 33122 Valle Rd, San Juan Capistrano, California 92675, hereinafter referred to as CUSD and the Saddleback Valley Unified School District hereinafter referred to as SVUSD. CUSD and SVUSD shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SVUSD is in need of the professional services of an employee of CUSD to provide Orientation and Mobility services; and

WHEREAS, CUSD is agreeable to assigning Joseph Brookman, hereinafter referred to as EMPLOYEE, to provide his professional services to SVUSD in the above assignment.

NOW, THEREFORE, BE IT RESOLVED the Parties to this AGREEMENT do mutually agree as follows:

1. CUSD agrees during the term of this AGREEMENT to assign EMPLOYEE to serve as an Orientation and Mobility Specialist for the SVUSD visually impaired students. EMPLOYEE will provide services under this AGREEMENT for a total of 40 days.
2. The term of this AGREEMENT shall commence August 25, 2015, and end on June 30, 2016, subject to termination as set forth in this AGREEMENT.
3. SVUSD agrees to pay CUSD in consideration of services performed by CUSD's EMPLOYEE as specified in Section 1 of this AGREEMENT at the total actual employee costs at the total per diem amount of \$634.97, plus indirect costs at 3.77 percent.
 - A. SVUSD agrees to reimburse CUSD for all actual mileage driven on behalf of SVUSD students on a monthly basis
 - B. SVUSD agrees to pay CUSD within 30 days after the last day upon which services are rendered by each EMPLOYEE upon submission of an itemized invoice. Payment shall be mail to: CUSD, Attn: Accounting Manager, 33122 Valle Rd, San Juan Capistrano, California 92675, or at such other place as CUSD may designate in writing. This AGREEMENT shall be amended to provide complete reimbursement to CUSD for any increases in salary or benefits provided to each EMPLOYEE for fiscal year 2015-2016.
4. CUSD shall require EMPLOYEE to report to both CUSD and SVUSD when the EMPLOYEE will not be able to provide services to SVUSD as scheduled. SVUSD will pay for EMPLOYEE absences for services on SVUSD scheduled days.
5. SVUSD will notify CUSD Assistant Superintendent of Special Education with the number of hours needed by SVUSD for Extended School Year 2016, no later than May 15, 2016. These hours will be billed to SVUSD at EMPLOYEE's hourly rate, with mileage reimbursement.

6. SVUSD will order and pay for any specialized equipment or materials related to orientation and mobility as required in an Individualized Education Program for SVUSD students.
7. CUSD hereby agrees to hold harmless, indemnify, and defend SVUSD, its Board of Trustees, officers, agents, and employees for liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of CUSD during the period of this Agreement. SVUSD agrees to hold harmless, indemnify, and defend CUSD, the CUSD Board of Trustees, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SVUSD during the period of this Agreement.
8. CUSD and SVUSD agrees that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
9. This AGREEMENT may be terminated by either party with the giving of 30 days prior written notice to the other party.
10. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third day after deposit in the 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:

SVUSD: Saddleback Valley Unified School District
25631 Peter Hartman Way
Mission Viejo CA 92691
Attn: Diane Lohrman

CUSD: Capistrano Unified School District
33122 Valle Rd
San Juan Capistrano CA 92675
Attn: Mark Miller
11. CUSD and SVUSD agree that this AGREEMENT shall be construed and enforced in accordance with the laws of the State of California, with venue in Orange County, California.

12. If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated in any way.
13. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between CUSD and SVUSD regarding the personnel services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

CAPISTRANO UNIFIED SCHOOL
DISTRICT

BY: _____
Authorized Signature

PRINT NAME: Clark D. Hampton
Deputy Superintendent,
TITLE: Business and Support Services

DATE: August 13, 2015

SADDLEBACK VALLEY UNIFIED
SCHOOL DISTRICT

BY: _____
Authorized Signature

PRINT NAME: Clint Harwick, Ed.D.
TITLE: Superintendent

DATE: _____

EXTENSION NO. 1 OF RENTAL SERVICES AGREEMENT NO. 1415001

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CAPO BEACH CALVARY

Rental Services Agreement No. 1415001 between Capistrano Unified School District and Capo Beach Calvary called for an original contract period of October 1, 2014, through September 30, 2015.

Now, the rental services agreement with Capistrano Unified School District and Capo Beach Calvary shall be extended an additional twelve (12) months, covering the period October 1, 2015 through September 30, 2016, at the price of \$100.00 per space per month, as specified in Rental Services Agreement No. 1415001.

Except as set forth in this Extension No. 1, and Board approved on May 28, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Capo Beach Calvary

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: August 12, 2015

Date: _____

EXHIBIT 44

**CAPISTRANO UNIFIED SCHOOL DISTRICT
RENTAL SERVICES AGREEMENT**

This AGREEMENT is hereby entered into this 29th day of May, 2014, by and between the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675 (hereinafter referred to as "DISTRICT"), and Capo Beach Calvary, 25975 Domingo Ave., Capistrano Beach, CA 92624, (hereinafter referred to as "CLIENT"). DISTRICT and CLIENT shall be collectively referred to as the Parties.

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

WHEREAS, DISTRICT AND CLIENT wish to enter into this AGREEMENT with the understanding that these services are being rendered secondary to services required by DISTRICT's schools and students and only if DISTRICT operations are not adversely impacted in any way;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SERVICES TO BE PROVIDED BY THE DISTRICT.

1.1. Provide designated parking space(s) at the District's bus facility located at 26126 Victoria Blvd., Capistrano Beach, California 92624 for a fee of \$100.00 per space per month.

2.0 **TERM:** DISTRICT shall commence providing services under this AGREEMENT on or after July 1, 2014, and this agreement shall be effective for one (1) year ending June 30, 2015 with two (2) one year options to renew upon mutual written agreement of the Parties. October 1, 2014
September 30, 2015
A

3.0 **FEES/PAYMENT:** CLIENT agrees to pay the DISTRICT for services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. There shall be no costs or expenses to the District to provide these services. Payment will be made upon receipt of an invoice from DISTRICT in duplicate. Payment shall be mailed to: CAPISTRANO UNIFIED SCHOOL DISTRICT, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CA 92675, ATTN: ACCOUNTS PAYABLE, or at such other place as DISTRICT may designate in writing.

4.0 COMMUNICATION BETWEEN THE PARTIES. CLIENT shall communicate directly with the DISTRICT's Executive Director of Transportation for the purpose of requesting any of the services provided in this AGREEMENT.

5.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an Independent contractor. DISTRICT understands and agrees that it and all of its employees shall not be considered officers, employees or agents of CLIENT, and are not entitled to benefits of any kind or nature normally provided employees of CLIENT and/or to which CLIENT'S employees are normally entitled, including but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility of the acts and/or omissions of its employees as they relate to the services to be provided under this AGREEMENT. DISTRICT 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 DISTRICT'S employees.

6.0 TERMINATION. Either party may terminate this AGREEMENT with or without reason by providing thirty (30) days written notice to the other party specifying the desired date of termination. Notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7.0 HOLD HARMLESS/INDEMNIFICATION. CLIENT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its Governing Board, officers and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligent act, default, or negligent omission of CLIENT, or its officers or employees arising out of, or in any way connected with, this AGREEMENT, whether said injury or damage occurs either on or off CLIENT's property, except for liability for damages which results from the sole negligence or willful misconduct of the DISTRICT or its officers or employees. DISTRICT agrees to and does hereby indemnify, hold harmless and defend CLIENT and its affiliates, directors, administrative board and employees from every claim or demand made and every

AGREEMENT NO. 1415001

liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any person(s), or damage to or loss of any property caused by any negligence or willful misconduct of the DISTRICT, or its officers or employees arising out of their performance under this AGREEMENT.

8.0 INSURANCE CLIENT will provide the DISTRICT with a certificate of insurance which provides insurance coverage on the CLIENT owned school bus(s) parked at the District's bus facility. A certificate of insurance shall also show that the DISTRICT is named as an additional insured on the policy or policies of general liability and auto liability policies. Said certificate insurance shall also show that the DISTRICT will be given at least thirty (30) days notice prior to the termination, cancellation, or modification of said insurance.

9.0 ASSIGNMENT The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT.

10.0 TOBACCO USE POLICY In the interest of the public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in the buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT pursuant to the DISTRICT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

11.0 COMPLIANCE WITH APPLICABLE LAWS DISTRICT and CLIENT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to the DISTRICT and CLIENT as they relate to their respective performance pursuant to this AGREEMENT.

12.0 PERMIT/LICENSES DISTRICT and all DISTRICT's employees 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.

13.0 **NON-DISCRIMINATION.** DISTRICT and CLIENT agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

14.0 **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. Services 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. As the date of this AGREEMENT, the address of the parties are as follows:

CLIENT: Capo Beach Calvary
25975 Domingo Ave.,
Capistrano Beach, CA 92624
Attn: Craig Whitaker, Lead Pastor

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Terry Fluent, Director of Purchasing

15.0 **NON WAIVER.** The failure of DISTRICT or CLIENT to seek redress for violation of, or to insist upon, the strict performance of any term or condition to 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.

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

17.0 **GOVERNING LAW.** The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

AGREEMENT NO. 1415001

18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT:
CAPISTRANO UNIFIED
SCHOOL DISTRICT

BY:


Authorized Signature

PRINT NAME: Terry Fluent

TITLE: Director, Purchasing

DATE: October 8, 2014

CLIENT:
CAPO BEACH CALVARY

BY:


Authorized Signature

PRINT NAME: CRAIG Wh. Hake

TITLE: Lead Pastor

DATE: 7/10/14



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of August 13, 2015 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the consultant listed below ("Consultant"). District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

STRADLING YOCCA CARLSON & RAUTH

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

WHEREAS, District is in need of such special services and advice, specifically legal advice and counsel, including but not limited to, responses to Public Records Act requests relating to community facilities districts and other assignments as requested by District;

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

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Consultant shall perform the Consulting Services as set forth herein.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in according to the rates specified on Rate Sheet of Exhibit A. The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$2,500.00 in aggregate under term of this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this Agreement is for the period commencing April 1, 2015, and ending June 30, 2015.

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

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

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

DISTRICT

By: _____
 Name: Lynh N. Rust
 Title: Executive Director, Contracts & Purchasing
 Board Approval Date: August 12, 2015

CONSULTANT

Signature: _____
 Name: _____
 Title: _____
 Address: _____

 Email Address: _____
 FEIN _____

GENERAL CONDITIONS

1. Compensation and Term.

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

2. Independent Contractor.

- A. It is understood and agreed that Consultant (including Consultant's employees, agents and independent contractors) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto for any purpose whatsoever. Consultant, Consultant's employees, agents, and/or independent contractors shall not be entitled to any benefits payable to District employees. District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant will be issued a Form 1099 for its services provided hereunder. As an independent contractor, Consultant hereby agrees to defend, indemnify, and hold District, its employees, officers, and Board of Trustees harmless from claims by any of Consultant's employees, agents, independent contractors, or by any third party, including, but not limited to, any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement. (As used herein the term "services" shall include both services and additional services as such terms are defined elsewhere in this Agreement, including attachments.)
- B. It is further understood and agreed by the Parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of District relating to the designation of tasks to be performed and the results to be accomplished by the Consulting Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such tasks or results. To the extent that Consultant obtains permission to, and does, use District facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness in providing Consulting Services. Except as may be specifically provided elsewhere in this Agreement, District does not require that Consultant use District facilities, equipment or support services or work in District locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed or contracted by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 forms for income and employment tax purposes, for all of Consultant's employees, assigned personnel, subcontractors and independent contractors, as applicable.

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

3. Licenses, Permits, Etc.

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

4. Time.

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

5. Consultant Not Agent.

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

6. Assignment Prohibited.

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

7. Consultant Information.

- A. District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data, and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds or symbols, or any combination thereof.
- B. All proprietary and other information received from Consultant by District, whether received in connection with Consultant's proposal to District in connection with any services or additional services performed by Consultant, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to the District, District shall give notice to Consultant of any request for the disclosure of such information. Consultant will then have five (5) days from the date it receives such notice to enter into an agreement with District, satisfactory to legal counsel for District, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by District in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- C. The Parties understand and agree that any failure by Consultant to respond or timely respond to the notice provided by District, and/or failure by Consultant to enter into or timely enter into an agreement with District, in accordance with the provisions of subsection B, above, shall constitute a complete waiver by Consultant of any rights regarding the information

designated "trade secret" by Consultant, and such information will be disclosed by District pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance.

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

9. Termination For Convenience.

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

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

10. Defense, Indemnity & Hold Harmless Obligations.

A. Nature and Extent of Obligations.

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

1. Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of District, Consultant, or any other person, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Consultant, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
2. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Consultant;
3. Alleged infringement of any patent, trademark or copyright rights which may be brought arising out of Consultant's design;
4. Consultant's failure to fulfill any of the provisions set forth in this Agreement;
5. Failure of Consultant to comply with the provisions of this Agreement relating to insurance requirements; and,
6. Any violation or infraction by Consultant of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

B. No Limitation Because of Insurance.

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

C. Broadest Indemnity Possible.

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

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

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

E. Limitation.

Notwithstanding paragraphs 10.B. and 10.C., Consultant's indemnification of District shall not include indemnification for claims which arise as the result of the active gross negligence of District or the willful misconduct of District, its agents, servants, or any independent contractors who are directly responsible to District, or for defects in design furnished by such persons, other than Consultant and its agents, consultants, and sub-consultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant. Consultant's indemnification, hold harmless, and defense obligations toward District shall be for all claims that arise out of, pertain to, or relate to the negligence, recklessness, willful misconduct, or breaches of this Agreement by Consultant, its officers, agents, employees, subcontractors, sub-consultants, or any other person or entity for whom Consultant is responsible in connection with the performance of this Agreement. It is the intent of this Agreement to provide the broadest enforceable defense, indemnity and hold harmless obligations of Consultant under California law. If any provision of this Agreement exceeds the restrictions of California law, that portion of this Agreement that exceeds the limits of the law shall be null and void while the remaining obligations shall remain fully enforceable.

11. Equal Employment Opportunity.

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

A. Compliance With Regulations.

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

B. Nondiscrimination.

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

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

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

D. Information and Reports.

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

E. Sanctions for Noncompliance.

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

- (1) Withholding of payments to Consultant under this Agreement until
Consultant complies; and/or
- (2) Termination of this Agreement, in whole or in part.

F. Incorporation of Provisions.

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

G. Consultant's Liability.

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

12. Insurance Requirements.

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

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

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

- 4) Professional Liability (Errors and Omissions): \$1,000,000 combined single limit per claim and \$2,000,000 aggregate.

C. Claims-Made Forms.

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

D. Deductibles and Self-Insured Retentions.

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

E. Other Insurance Provisions.

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

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

- a) Consultant's insurance coverage shall be primary insurance with respect to District, its officers, board members, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by District, its officers, board members, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- b) District, its officers, board members, officials, employees, agents and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; and premises owned, leased or used by Consultant. The coverage shall contain no special limitations on the scope of the protection afforded to District, its officers, board members, officials, employees, agents or volunteers.
- c) Failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its officers, board members, officials, employees, agents and volunteers.
- d) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2) **All Coverages:**

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

F. Self-Insured Entities.

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

section. Alternatively, self-insured entities may purchase insurance covering district for all work performed and/or services rendered under this Agreement, provided such insurance complies with all the requirements of this section.

G. Evidence of Insurance.

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

13. Access to Work Product.

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

14. Compliance with Laws.

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

15. Integration.

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

16. Conflict.

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

17. Notices.

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

18. Survival.

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

19. Captions, Index.

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

20. Singular and Plural

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

21. Severability

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

22. Work Days

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

23. Independent Contractor

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

24. No Use of Mark or Name.

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

25. Amendments, Etc.

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

26. Entire Agreement

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

27. Attorney's Fees

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

28. Consultant's Employees.

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

29. Mandatory Claims Process.

If District or Consultant has a claim regarding this Agreement, this Mandatory Claims Process is the exclusive method for 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 District's Board of Trustees.

B. Expedited Mediation.

If the Initial Review and Evaluation Meeting does not resolve the claim, then within five (5) business days following the Initial Review and Evaluation Meeting the proponent of the claim shall send a list of four recognized mediators to the other party. Within five (5) business days of receipt of the list, the other party shall then either: (1) select a mediator from the list and notify the proponent of the claim of the selection of a mediator; or (2) if none of the proposed mediators are acceptable, then that party shall send an alternative list of four recognized mediators to the proponent of the claim. Within five (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.

30. No Limitations on Consultant Liability.

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

31. Successors in Interest.

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

[remainder of page intentionally left blank]

REQUIRED DOCUMENTS AND CERTIFICATIONS***All checked items must be provided.**

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

STRADLING YOCCA CARLSON & RAUTH

July 29, 2015

File No: 022508-0073 Re: CALIFORNIA PUBLIC RECORDS ACT REQUEST
Invoice: 299713-0073

Recap of Attorney Time

RJW	R. J. WHALEN	3.60 hours at	\$450.00 =	1620.00
AEB	A. E. BURNS	0.40 hours at	\$450.00 =	180.00

Memorandum of Understanding Between
The Orange County Superintendent of Schools
And
"Capistrano Unified School District"
2015-2016

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as "OCDE" and the "Capistrano Unified School District," herein referred to as "District," and collectively referred to herein as the "Parties," mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2015, and ending June 30, 2016.

EXHIBIT 46

Page 1 of 20

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at <http://www.ocde.us/sped/Pages/default.aspx>.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. OCDE shall maintain and provide special education programs for District pupils during the 2015-2016 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for

home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s).

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to

respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2015 through June 1, 2016. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

10. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials

representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services necessary for the pupil to benefit from the special education program shall be provided by the District or as

otherwise agreed to by OCDE and the District, including translator services at IEP team meetings and/or translation of documents. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide

in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2015-2016 will be based on actual information for 2014-2015 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year. In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before

December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2015-2016

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average

Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE: Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Dennis Roberson**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4133

District: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Mark Miller, Asst. Superintendent
SELPA/ Special Education Operations
Fax: (949) 240-9047
Phone: (949) 234-9275

21. No Waiver

The failure of OCDE in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
OCDE – [NAME]

CAPISTRANO UNIFIED SCHOOL DISTRICT
DISTRICT [NAME]

BY: _____
(Authorized Agent)

BY: _____
(Authorized Agent)

DATE: _____

DATE: _____

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:

DATE: 6/1/15

LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION

BY Lysa M. Saltzman ATTORNEY

**Orange County Department of Education
Special Schools Program**

Revised Exhibit A

Revised 2015-16 Adopted Budget	Object	2013-2014	2014-15	2014-15	2015-16
2014-15 average enrollment 453.27 2015-16 proj average enrollment 442			Preliminary 1 Budget	Estimated Actuals	Adopted Budget
	Code	Actuals			
Expenditures					
Teachers Salaries	1100	5,951,109.79	5,974,555	5,834,116	6,004,563
Pupil Support Salaries	1200	1,182,547.80	1,214,602	1,184,636	1,382,359
Supervisor/Administrators	1300	921,675.87	1,002,414	951,625	981,982
Other Certificated	1900	1,127,821.35	1,154,504	1,227,776	1,272,668
Total Certificated		9,183,154.81	9,346,075	9,198,153	9,641,572
Instructional Assistants	2100	6,887,174.46	7,079,480	6,852,872	7,008,885
Classified Support Salaries	2200	591,681.92	634,464	625,373	641,270
Supervisors/Managers	2300	448,673.79	466,345	475,836	472,314
Clerical/Technical	2400	721,735.36	707,312	721,575	714,291
Short term Sub	2900	112.50	-	140	150
Total Classified		8,649,378.03	8,887,601	8,675,796	8,836,910
STRS/PERS	3100-3200	1,693,552.16	1,646,312	1,715,948	1,976,089
Medicare and PARS	3300	242,905.21	254,463	251,102	255,867
Health and Welfare	3400	4,430,908.28	4,839,103	4,519,744	4,941,773
Unemployment	3500	8,846.56	9,099	9,050	9,236
Worker's Comp	3600	298,651.23	365,272	366,294	365,799
PERS Reduction	3800	-	-	-	-
Life Insurance/Other	3900	69,028.26	44,346	46,377	47,715
Total Benefits		6,743,891.70	7,158,595	6,908,515	7,596,479
Textbooks	4100	25,951.27	300	1,500	1,800
Other Books	4200	901.33	1,092	1,465	1,465
Materials and Supplies	4300	264,806.85	285,430	300,758	292,425
NonCapitalized Equipment	4400	22,151.60	53,352	32,473	45,752
Total Books and Supplies		313,811.05	340,174	336,196	341,442
Travel and Conference	5200	135,787.32	135,704	116,173	117,728
Dues and Membership	5300	1,129.50	1,245	800	1,000
Utilities	5500	160,046.91	152,405	170,368	168,517
Rents/Leases/Repairs	5640	341,331.68	382,493	408,795	410,631
Repairs/Maintenance	5600	184,463.90	84,466	219,549	62,025
Transfer of Direct Costs	5700	40,607.37	46,818	46,717	47,317
Professional/Consulting Services	5800	170,831.64	180,865	316,467	212,074
Communications	5900	71,494.19	69,660	59,267	64,974
Total		1,105,692.51	1,053,656	1,338,136	1,084,266
Improvement on Sites	6100	-	-	-	-
Buildings	6200	88,253.00	195,675	159,599	106,203
Capitalized Equipment	6400/6500	7,427.16	11,000	15,243	6,000
Total		95,680.16	206,675	174,842	112,203
Support Costs	7340	1,943,288.58	2,000,585	1,979,704	2,015,141
Support Contributions	7341	419,713.03	433,451	476,912	483,461
IFT Out-Other Authorized IFT	7619	-	-	-	-
Total Support		2,363,001.60	2,434,036	2,456,617	2,498,602
Total Expenditures		28,454,609.86	29,426,812	29,088,255	30,111,474
Restricted Fund Balance Low Incidence	9780/9740	325,118.08	263,921	249,018	249,018
Reserve for Economic Uncertainty	9780/9740	954,842.30	882,804	872,648	903,344
Ending Fund Balance		573,840.09	1,146,725	1,121,666	1,152,362
Total Bill Back		19,124,929.55	19,852,224.44	18,820,955	19,583,465
Average Enrollment		453.67	445.00	453.27	442.00
Estimated Bill Back per Pupil		42,156	44,612	41,523	44,306
Proposed Refund to District		1,556.46	-	-	-
Actual Billing		40,599.58	-	-	-

**Orange County Department of Education
Special Schools Program**

Revised Exhibit A

Revised 2015-16 Adopted Budget	Object	2013-2014	2014-15	2014-15	2015-16
2014-15 average enrollment 453.27					
2015-16 proj average enrollment 442					
	Code	Actuals	Preliminary 1 Budget	Estimated Actuals	Adopted Budget
Restricted Fund Balance Low Incidence	9791	454,378.76	349,221	325,118	249,018
Reserve for Economic Uncertainty	9791	1,168,786.00	1,055,338	954,842	872,648
Adjustment to ending balance					
Total Beginning Balance	9791	1,623,164.76	1,404,559	1,279,960	1,121,666
Revenue					
Prin Apport State Aid-Prior Year	8019	(1,952.00)			
Revenue Limit	8091&8099				
AB602 Allocation	8097	1,615,467.00	1,705,870	1,616,506	1,644,060
AB602 Allocation		1,613,515.00	1,705,870	1,616,506	1,644,060
Prior Year Apportionment	8319	(42,952.00)	-	(46,021)	
Other State Revenue	8590	-	-		
Other State Revenue		(42,952)	-	(46,021)	-
Interagency Fees Bill Back to Districts	8677	18,418,809.27	19,852,224	18,820,955	19,583,465
Interagency Fees Special Circumstance Aids	8677	4,342,853.55	4,332,158	4,579,788	4,579,788
Other revenue	8631	3,611.75	-		
Other Local Revenue/EE contract	8699	3,259.26	3,175,335	200,416	193,665
Other Revenue/Tuition	8710	2,562,110.92		3,027,794	3,657,155
Other Local Revenue		25,330,644.75	27,359,717	26,628,953	28,014,073
Transfer in from Other Fund	8919				
Contribution from Unrestricted	8980				
Contribution for Indirect	8981	419,713.03	433,451	476,912	483,461
Contribution frm Special Ed/absence factor	8986	441,951.00		441,951	441,951
Contribution from Restricted	8990	(24,384.34)	-	83,106	86,888
Contribution to Restricted Routine Maint.	8991	(194,205.00)	(194,205)	(118,300)	(366,231)
Contribution to Food Services	8992	(138,997.24)	(135,855)	(153,148)	(162,032)
Contribution to Special Ed	8993	-	-		
Total Contributions		504,077.45	103,391	730,521	484,037
Total Revenue		29,028,449.96	30,573,538	30,209,920	31,263,836

ORANGE COUNTY DEPARTMENT OF EDUCATION
SPECIAL EDUCATION TRANSPORTATION

2015-16 Pupil Transportation Budget

	2015-16
1. Average number of pupils transported	282
2. Maximum number of billable days	202
3. Classified Salaries	85,165
4. Employee Benefits	27,678
5. Supplies	50
6. Travel/Conferences/Dues/Memberships	1,384
7. Other Expenses	-
8. Contracts with Private Contractors (5100)	4,713,980
9. Payments to Private Carriers (5830)	25,000
10. Other Services/Operating Expenses	156
11. Equipment/Replacement	-
12. Therapy Transportation	
Subtotal Costs	4,853,413
13. Direct Support costs	139,433
14. Indirect Support Costs @ 1%	1,394
15. Total Transportation Cost Allocation	4,854,807
16. State Transportation Entitlement	1,617,327
Total Revenue	1,617,327
18. Excess Transportation Cost	3,237,480
18a. *Per Pupil Excess Cost Line18/Line1	11,480
18b. *Per Day/Pupil Excess Cost Line18a/Line2	56.83

*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days

Note: If we receive additional funding for transportation, the cost will be reduced.

MEMORANDUM of UNDERSTANDING BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT

WHEREAS, Education Code sections 56195 et seq. authorize school districts to provide special education services to students in other districts by organizing Special Education Local Plan Areas (SELPA's) and by developing local plans;

WHEREAS, these statutory provisions authorize school districts to provide for a governing structure and any necessary administrative support to implement the local plans, including a system for determining the responsibility of participating agencies for the education of each special education student;

WHEREAS, Education Code section 56195.5 authorizes districts and SELPA's to enter into contracts between school districts to provide for the education of special education students who may reside in other districts;

NOW, THEREFORE, it is hereby agreed by and between the Santa Ana Unified School District (hereinafter referred to as the "Provider District") and the Capistrano Unified School District (hereinafter referred to as the "Sending District") as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, the Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. Education Code section 46600 shall apply to interdistrict attendance agreements for programs conducted pursuant to this part.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2015 through June 30, 2016.

3. Acknowledgment

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a SELPA.

EXHIBIT 47

4. Scope

The Provider shall conduct special education program and services for those eligible pupils of the Sending District referred by their Individual Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupils' educational needs as specified in the IEP can be appropriately met by the programs operated by the Provider District. The Provider District shall maintain and provide special education programs for Sending District pupils during the 2015-16 school year within the administrative parameters established by the Provider District's SELPA. Class size ranges and student-adult ratios shall be maintained in a manner which allows the Provider District to meet the programmatic, health and safety needs of the pupils.

5. Annual and Triennial Reviews

The Sending District shall be notified of annual reviews and may provide a representative who will participate in the development of the IEP. For initial placement, triennial review, or a change in services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the IEP shall attend the IEP Meeting.

6. Pupil Count

A count shall be taken of the number of pupils enrolled in the programs as of the first day of each calendar month, July 1, 2015 through June 1, 2016. A pupil shall be counted as "enrolled" on the first day of attendance in the program or fourteen (14) days after the IEP Team has met and an approved IEP has been executed for the educational placement in the SAUSD Program for Deaf and Hard of Hearing Students, whichever occurs sooner. Pupils continuing in the programs from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh day of the first school month, the Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment.

7. Definitions

a. "District Provided Programs" are the special education classes and support services operated by Provider District on behalf of SELPAs and districts in Orange County for special education students residing in their SELPA and district.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to programs operated by the Provider District under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs multiplied by an allocation factor of 1.5 cost which includes Support Costs and Indirect Cost.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

8. Funding

In consideration of the enrollment of pupils in special education programs conducted by the Provider District, the SELPA and/or the Sending District transferring pupils to the programs operated by the Provider District agree to pay the Provider District the per pupil and shall provide for program funding as follows:

a. The Sending District shall be responsible for the Average Cost per Pupil in Provider District Program Schools multiplied by the average number of pupils enrolled by the Sending District, minus Special Education Program income received by the Provider District for the purpose of educating said pupils including, but not limited to Revenue Limit and Federal I.D.E.A Local Assistance Grant Funds.

b. Special Circumstances Paraeducators- The Sending District shall be responsible for the full cost of additional personnel as specified required for the benefit of and in the IEP for pupils who are residents of the Sending District.

c. The following documents shall be used as a basis for all figures reported:

Monthly Pupil Count
ADA Calculation
Program Cost Report
Program Summary Report
In-House Accounting Reports

d. Income and expenditures shall be listed in accordance with the California School Accounting Manual Standardized Account Code Structure for Special Education as of April 11, 2016.

9. Transportation

The Sending District transporting pupils to the Provider District shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District.

10. Final Accounting

A final accounting accompanied by completed forms and invoices with appropriate supporting documentation will be sent by the Provider District to Sending District by October 15 of the following year. Corrections to prior year Special Education Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the Sending District affected by the correction or adjustments.

11. Projected Enrollment

In order to assist the Provider District in planning for both housing and staffing needs for the programs, Sending District shall submit to the Provider District, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for staffing and budget planning for the following school year.

12. Program Cost

On or before fifteen days after the release of the May revise each year, the Provider District shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in SAUSD Program for Deaf and Hard of Hearing Students based on the Projected Enrollment data, and provide it to Sending District's Special Education Department and Business Services Department.

13. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

14. Hold Harmless

To the extent permitted by law, and except for the acts or omissions or employees, agents and officers of the Sending District, the Provider District hereby agrees to hold harmless, indemnify and defend the Sending District and its officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of Provider District, the Sending District hereby agrees to hold harmless, indemnify and defend Provider District and its governing board and their officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising directly or indirectly from or connected with the performance of services other than for operations of Provider District during the term of this Agreement.

15. Complete Agreement

This Agreement is the complete Agreement of the parties. Any amendments hereto shall be in writing and shall be dated and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED BY:

Santa Ana Unified School District
PROVIDER DISTRICT

Capistrano Unified School District
SENDING DISTRICT

BY: _____
(Authorized Agent Signature)

BY: _____
(Authorized Agent Signature)

Stefanie P. Phillips, Ed.D.
(Print Name)

(Print Name)

Deputy Superintendent, Operations, CBO
(Title)

(Title)

DATE: _____

DATE: _____

BOARD APPROVAL: June 9, 2015

BOARD APPROVAL: _____

CWN
SPECIAL ED MOU
3-06
cc: SELPA



MEMORANDUM OF UNDERSTANDING
between
San Gorgonio Outdoor Science School
and
Capistrano Unified School District

I. Purpose

This Memorandum of Understanding, (hereinafter referred to as "MOU") is made on August 13, 2015, by and between Charitable Ventures of Orange County on behalf of its fiscally sponsored project San Gorgonio Outdoor Science School (hereinafter referred to as SGOSS), Charitable Ventures of Orange County is a California nonprofit public benefit corporation located in Santa Ana, California, qualified as exempt from federal income tax under §501(c)(3) of the Internal Revenue Code, and Capistrano Unified School District (hereinafter referred to as DISTRICT).

San Gorgonio Outdoor Science School is a residential outdoor science program for fifth and sixth graders whose goal is to teach scientific concepts and social skills within nature's classroom.

II. Responsibilities

In support of the purposes described above, SGOSS agrees to the following responsibilities:

- SGOSS will teach scientific concepts and social skills to fifth and sixth graders.
- SGOSS will arrange for facilities, food services and maintenance of the outdoor school site.
- SGOSS will provide for the participation of students with special needs. A "Release for a Student with A Special Need/Condition" shall be completed for each student with special needs and submitted to SGOSS registered nurse upon arrival at SGOSS. SGOSS reserves the right to deny participation of a student with a special need or condition if SGOSS deems the conditions at the school site to be unsafe for said student.
- SGOSS will provide suitable staff to conduct outdoor school instructional program.
- SGOSS will furnish limited first aid services to care for minor injuries or illnesses.



- SGOSS will maintain a tobacco-free and alcohol-free environment.
- SGOSS will have final determination as to safe use of roads and site by students and staff. Such determination will be made as soon as possible on the first day of participation, and at any time throughout the week of participation. If roads and site are determined by SGOSS to be safe and accessible but DISTRICT does not participate as scheduled, all provisions of this MOU including full payment shall apply.

In support of the purposes described above, the DISTRICT agrees to the following:

- DISTRICT is responsible for transportation of participating students and employees to and from home school to SGOSS.
- DISTRICT is responsible for any breakage or damage beyond ordinary wear and tear caused by DISTRICT students or teachers to camp facilities or SGOSS supplies or equipment.
- DISTRICT will provide a Certificate of Insurance naming Charitable Ventures of Orange County and San Gorgonio Outdoor Science School evidencing all coverages 14 days prior to DISTRICT's first day of participation. Certificate description should read as "Participation in the San Gorgonio Outdoor Science School."
- DISTRICT will provide a Camper's Sickness and Accident Insurance program covering DISTRICT students and certificated employees while participating in SGOSS and also while being transported to and from SGOSS.
- DISTRICT shall provide a certificated employee to participate in SGOSS for every 25-35 students participating. This provision may require adjustment for special education students. Certificated employee shall ride with and supervise students on the bus to and from SGOSS, and shall remain on site throughout the entire period of the program unless other arrangements are made with site director.
- DISTRICT to complete "Six Week Checklist" and submit at least six (6) weeks prior to each date of participation or as soon as practicable thereafter.
- DISTRICT will ensure completion of Student Registration by all parents of participating students. Incomplete forms that omit medications, contact information or signed registration will be cause to send the student home. To be submitted to SGOSS upon arrival at SGOSS.
- DISTRICT will require parents of a student requiring prescribed and/or non-prescribed medications shall be required by DISTRICT to complete a "Medication Authorization" to be submitted to SGOSS staff upon arrival.



- DISTRICT will ensure that all participating students and certificated employees shall be required to furnish a bedroll or sleeping bag, and all clothing and personal needs as per clothing list provided by SGOSS.
- DISTRICT is responsible to arrange for transportation of a student in a timely manner if the student needs to be picked up due to behavior problems or illness, as deemed necessary by SGOSS. DISTRICT shall retain responsibility for its students from time of departure from home school to time of return to home school.

III. Terms & Conditions

This MOU is intended to govern the exchange of funds between the two parties. All reimbursements must be in compliance with the terms outlined below. Additional reimbursements must be approved in writing or email by both parties prior to expenditure.

By signing this memorandum, DISTRICT agrees to the following financial obligations:

- Pay SGOSS per student participating in the science camp, but no less than 80% of the number of students indicated on Exhibit A. All fees as indicated on Exhibit A will be paid at least 7 days prior to day one of participation. DISTRICT will notify SGOSS should student enrollment change after submission of Exhibit A. Every effort will be made to accommodate both increases and decreases in student participation.
- SGOSS is not responsible for the loss, damage, or theft of personal possessions of DISTRICT students or employees.

IV. Modification

Modifications to this memorandum shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.



V. Term of Agreement

This agreement shall begin October 1, 2015 and end June 15, 2016.

VI. Approval

By signing below, each organization agrees to the above commitments established by this MOU:

**CHARITABLE VENTURES OF OC
on behalf of San Geronio Outdoor
Science School**

Capistrano Unified School District

SIGNATURE: _____

SIGNATURE: _____

ANNE OLIN

PRINT NAME: LYNH N. RUST

EXECUTIVE DIRECTOR

ADDRESS: 33122 VALLE ROAD

CITY/STATE/ZIP: SAN JUAN CAPISTRANO, CA 92675

TELEPHONE: 949-234-9436

EMAIL: LNRUST@CAPOUSD.ORG

Please submit a signed copy of this MOU via one of the following means:

Email – daniel.nelson@charitableventuresoc.org

*Postal Mail – Daniel Nelson, Charitable Ventures of Orange County
1505 E. 17th Street, Suite 101, Santa Ana, CA 92705*

EXHIBIT A

San Gorgonio Outdoor Science School									
Going together		year 2015-2016							
School District	School	Number of Students	Start date/end date	Number of Days	Days of week	Site	Fee	Comments	
1	San Juan Capistrano	Las Palmas Elementary	134	10/27-10/30	4	Tues-F	Arbolada	\$235.00	per student total equals \$31,480
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
4 days/3 nights/9 meals weeks									
If student arrives late any time on the : 1st day- District pays full fee 2nd day- District pays 75% of normal fee 3rd day- District pays 50% of normal fee If student departs early at any time on the: 1st day- District pays 25% of normal fee 2nd day- District pays 50% of the normal fee 3rd day- District pays 75% of normal fee 4th day -District pays full fee			District's students departing from and returning to SanG Outdoor School for any reason during a week will be charged the full student fee for that week.						

**EXTENSION NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
FOR SPECIAL SERVICES NO. ICASS 1314071**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

RELIANCE COMMUNICATIONS, LLC

Independent Contractor Agreement for Special Services No. ICASS 1314071 between Capistrano Unified School District and Reliance Communications, LLC called for an original contract period of August 15, 2013, through August 14, 2014.

On June 11, 2014, ICASS No. 1314071 was amended to include additional services, which included custom mobile application for iOS and Android, annual hosting, license and support and extended the term from August 15, 2014 through August 14, 2015. Now, the contract with Capistrano Unified School District and Reliance Communications, LLC shall be extended an additional twelve (12) months, covering the period August 15, 2015 through August 14, 2016, at the prices shown in Renewal Quote #72870, attached to this Extension No. 2 Agreement, not to exceed \$83,052.80.

Except as set forth in this Extension No. 2 Agreement, Amendment No. 1 and Extension and Board approved on July 24, 2013 and June 11, 2014, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Reliance Communications, LLC

By: _____
Signature

By: _____
Signature

Lynh N. Rust

Print Name

Executive Director, Contracts & Purchasing

Title

Board Approval Date: August 12, 2015

Date: _____

RELIANCE COMMUNICATIONS



Reliance Communications, LLC.

Reliance Communications, LLC
11808 Miracle Hills Drive
Omaha NE 68154
United States
PH: 888-527-5225 | FAX: 800-360-7732

Date 7/27/2015
Renewal Quote # 72870
Expires 8/26/2015
Type
Representative AM Heather Wilson

Prepared for:

Capistrano Unified School Dist
32972 Calle Perfecto
San Juan Capis CA 92675-4706

Item	Quantity	Description	Rate	Amount
R-SM Complete	1	Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service	70,075.80	70,075.80
R-CMA-Ren-Bundle	1	Includes Custom Mobile Application for IOS and Android. Annual hosting, license and support. Avoid possible interruption in service. Purchase Order or payment required 30 days prior to account expiration.	12,977.00	12,977.00

Thank you for your order!
Please make checks payable to: Reliance Communications, LLC.

Total \$83,052.80

The terms and conditions available at www.schoolmessenger.com/webterms apply to this Quote, unless the parties have entered into a separate mutually executed agreement, or Client is purchasing under a cooperative purchasing agreement.



72870

**AMENDMENT NO. 1 AND EXTENSION OF INDEPENDENT CONTRACTOR
AGREEMENT FOR SPECIAL SERVICES NO. ICASS 1314071**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

RELIANCE COMMUNICATIONS, LLC

Independent Contractor Agreement for Special Services No. ICASS 1314071 shall be amended to include Custom Mobile Application for iOS and Android, annual hosting, licensing and support at the cost of 25 cents per student or \$12,977 annually.

Independent Contractor Agreement for Special Services No. ICASS 1314071 called for an original contract period of August 15, 2013 through August 14, 2014.

The agreement with Reliance Communications, LLC shall be extended an additional 12 months, for the period August 15, 2014, through August 14, 2015, at the prices shown in Renewal Quote #58968 attached. Annual services under this contract are limited to \$83,052.80.

Except as set forth in this Amendment and Extension Agreement, and Board approved on August 14, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Reliance Communications, LLC

By: _____

Signature

Terry Fluent

Director, Purchasing

Date: _____

7/8/14

By: _____

Signature

NATE BROGAN

VICE PRESIDENT

Date: _____

6/17/2014

RELIANCE COMMUNICATIONS



Reliance Communications, LLC.
718 University Ave STE 200
Los Gatos CA 95032
United States

Date 5/13/2014
Renewal Quote # 58968
Expires 7/1/2014
Type
Representative AM Heather Wilson

Prepared for:
Capistrano Unified School Dist
32972 Calle Perfecto
San Juan Capis CA 92675-4706

Item	Description	Qty	Unit Price	Total Price
R-SM Complete	1 Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service	1	70,075.80	70,075.80
R - CMA-Ren-Bundle	1 Includes Custom Mobile Application for iOS and Android. Annual hosting license and support Avoid possible interruption in service. Purchase Order or payment required 30 days prior to account expiration	1	12,977.00	12,977.00

Thank you for your order!
Please make checks payable to: Reliance Communications, LLC.

Total \$83,052.80



SchoolMessenger Renewal Authorization

ACCOUNT INFORMATION

District Name: Capistrano Unified School Dist - 00106834
Annual Rate: \$ 83,052.80 (CMA & SM)
Reference Quote #: 58968

Authorization Date: May 13, 2014

Renewal Date: August 1, 2014

ACKNOWLEDGEMENTS

Reliance Communications, Inc. ("Reliance") will continue to provide District with the online communications application SchoolMessenger as further described in the Reference Quote (the "Service") subject to the following terms and conditions and any terms and conditions which may have been agreed to as part of the original purchase of the Service:

1. **License Grant.** Reliance grants District the non-exclusive, non-transferable and terminable license to use the Service. These rights granted to District are provided on the condition that District does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service.

2. **License From District.** Subject to the terms and conditions of this Agreement, District grants Reliance the nonexclusive non-transferable license to copy, store, record, transmit, maintain, display, view, print, or otherwise use District Data to the extent necessary to provide the Service to District. District agrees that the license to District Data shall survive the termination of this Agreement for up to one year, solely for the purpose of storing backup District Data.

3. **Term and Termination.** This agreement will commence on the Authorization Date and continue for 12 months following the Renewal Date (the "Initial Term"), and then will automatically renew for successive one year periods unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. If the Initial Term extends beyond one year, the Customer may terminate this agreement for convenience on the one year anniversary of the Renewal Date, and each one year anniversary thereafter, by providing written notice to Reliance at least 30 days prior to the end of the then-current term.

4. **Transmission Of Data.** Reliance warrants that it will use commercially reasonable efforts to ensure that District's Data will be safeguarded and maintained accurately. District understands that the technical processing and transmission of District's electronic communications is fundamentally necessary to District's use of the Service. District expressly consents to Reliance's interception and storage of electronic communications and/or District Data, and District acknowledges and understands that District's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Reliance. District acknowledges and understands that changes to District's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. District further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. District agrees that Reliance is not responsible for any electronic communications and/or District Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Reliance.

5. **Limitations Of Liability.** DISTRICT ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH RELIANCE IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY RELIANCE OF THE RISK OF DISTRICT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DISTRICT DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the District:

Signature:
(or initials if signing electronically)

Date: _____

Name: _____

Title: _____



INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of August 15, 2013, between the Capistrano Unified School District ("District") and Reliance Communications, LLC ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Government Code section 53060 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 those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant is engaged in the development and provision of a mass notification system software technology, services and content; and

WHEREAS, the District through RFP No. 2-1314 selected Consultant to provide a mass notification system and services;

WHEREAS, the Parties desire to supply the District with a notification system for communication in the K-12 school district environment pursuant to the terms set forth herein; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform and provide the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the services as described in RFP No. 3-1314 and in Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The term of this base Agreement is for one year commencing August 15, 2013 through August 14, 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.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below;

<u> X </u>	Signed Agreement
<u> X </u>	Certification
<u> X </u>	Certification by Contractor of Criminal Records Check
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form

☒ Conflict of Interest Certification
☒ Non Collusion Declaration
☒ Tobacco Use Policy
☒ Vendor Statement of Compliance

4. **Compensation.** District compensation to the Consultant shall be as set forth in Exhibit "A" as the proposed fee for Services, but in no event shall total fees, costs, and expenses exceed \$67,500, without the express written approval of the District's Governing Board ("Board"). District reserves the right to add by amendment to the contract, SchoolMessenger Custom Mobil Apps at the price per Quote #54035.
5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District, other than as provided in Exhibit "A."
6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Consultant understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the Services provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.
7. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
8. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such Services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and

distribution of the matters, for any purpose and in any medium.

- 11. Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this Section, District shall compensate Consultant for Services completed to date as a pro-rata amount of the full fees, costs, and expenses.
- 12.2. Without Cause by Consultant.** Consultant may, upon thirty (30) days notice, with or without reason, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of Services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1.** material violation of this Agreement by the Consultant; or
 - 12.3.2.** any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.3.3.** Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination, the District may secure the required services from another consultant. If the expense, fees, and costs to the District exceed the cost of providing the service pursuant to this Agreement, the

Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 12.4 Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

13. Indemnification. To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the Board, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, Services, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

- 14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

14.1.1. **General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

14.1.3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional

Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant; instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

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

14.1.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

14.1.6. Consultant shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

14.2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Board, of the District, and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any Services that

are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Safety and Security:** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
19. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
20. **Fingerprinting of Employees.** It is not contemplated at the time of execution of this Agreement that Consultant or its employees will have contact with students during the provision of Services under this Agreement. If, at a future time, Consultant will have contact with any pupils, Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Consultant shall not permit any employee to have any contact with District pupils until such time as the Consultant has verified in writing to the Board that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant. Verification of compliance with this Section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735.

- 23. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 24. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 25. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
FAX: (949) 493-8729

ATTN: Terry Fluent, Director, Purchasing

Consultant

Reliance Communications, LLC
718 University Ave., Suite 200
Los Gatos, CA 95032
FAX: (800) 360-7732
nbrogan@schoolmessenger.com

ATTN: Nate Brogan

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 26. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 27. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This Agreement is not valid until approved/ratified by the Board. Services shall not be rendered until Agreement is approved.
- 28. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.
- 29. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or

provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

30. Waiver. The failure of Consultant or District to seek redress for violation of, or to insist upon, the strict performance of any term, covenant or condition of this Agreement shall not be deemed to be a waiver by that party of any such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

31. 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.

32. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

33. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**CAPISTRANO UNIFIED SCHOOL
DISTRICT**

RELIANCE COMMUNICATIONS, LLC

Date: September 12, 2013

By: T. Fluitt

Print Name: Terry Fluitt

Its: Director, Purchasing

Date: 8/26/13, 2013

By: [Signature]

Print Name: Nate Brogan

Its: _____

Information regarding Consultant:

License No.: _____
Address: 718 University Ave. Ste 200
Los Gatos, CA 95032
Telephone: 888-527-5225 xt: 201
Facsimile: 408-354-7775
E-Mail: nbrogan@Schoolmessenger.com

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

56-2299438 :

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this Section.

3. FEES/SERVICES SCHEDULE

SchoolMessenger is presenting a 5-year price commitment; however, the district is not obligated to commit beyond year 1.

SchoolMessenger 100% Vendor Hosted	Year 1	Year 2	Year 3	Year 4	Year 5
Hosted, Unlimited, \$1.35/stu Based on 50,000 students All staff members are included at no charge Regularly \$1.00/student	\$67,500	\$67,500	\$67,500	\$67,500	\$67,500
24x7 Access & Support, Unlimited Based on 55 sites Regularly \$100/site	\$0	\$0	\$0	\$0	\$0
Professional Services and all Setup / Integrations	Included	Included	Included	Included	Included
Onsite Training, up to 1 day All end users, administrators and train-the-trainers	Included	Included	Included	Included	Included
TOTAL	\$67,500	\$67,500	\$67,500	\$67,500	\$67,500

**Pricing based on an enrollment of 50,000 students. Actual final price is re-evaluated each year based on per student rate times actual enrollment. No additional charge for staff. No hidden charges or fees.*

PRICING CONSIDERATIONS: SCHOOLMESSENGER FAR EXCEEDS SPECS

Not the least expensive – but the greatest assurance and performance; it is likely that Capistrano Unified School District will receive proposals that are lower than the pricing offered by SchoolMessenger. There is a reason that SchoolMessenger has become the leader across the nation:

- ✓ Stress-tested infrastructure with multiple redundancies and no single point of failure; counted on by thousands of districts (multiple w/ 150,000+ students), the Navy, Coast Guard, and National Guard
- ✓ Robust application with deep feature set including interactivity, dynamically updating lists, instant translation (50+ languages) with quality assurance features, interactive survey module, optional parent web access and more.
- ✓ Unmatched data integration with over 130 data sources, *including Aeries*.
- ✓ Industry leading 24x7x365 customer service and support (US based) proven in thousands of K12 environments

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 Agreement. Hourly rates shall remain fixed for the duration of the contract period.

Title	Hourly Rate

	Contract Price
Price for over 220 users	\$ 67,500
All messaging types	\$ Included
Family Portal Access	\$ Included
Training/online and face-2-face	\$ Included
Data Migration	\$ Included
Integration and Automation	\$ Included
Technical Support during transition	\$ Included
TOTAL CONTRACT PRICE	\$ 67,500

Reliance Communications, LLC
Print Name of Firm


Authorized Signature

Nate Brogan - Vice President
Representative

56-2299438
Federal I.D. #/License

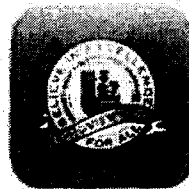
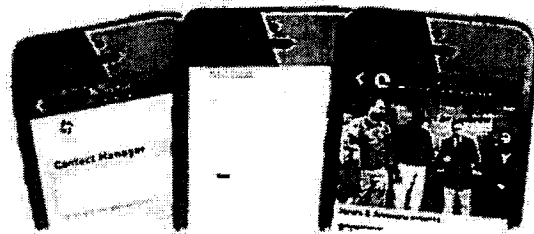
July 12, 2013
Date

4. ADDITIONAL DATA

SchoolMessenger Custom Mobile Apps

Have you considered building an official mobile app for your district? Imagine a custom mobile app delivering key district and school content to parents, students, staff and the community on the go. Let the SchoolMessenger Mobile Apps team do all of the work to design, build and publish your official app in Apple's App Store and Google Play (Android).

It's your app. It's built to update itself with the news streams, calendars and other content you and your users already publish. It's branded with your look and feel and can even provide integration with existing portals (including contact preference management for SchoolMessenger recipients). Although this service generally costs in excess of \$1.20/student/year, SchoolMessenger is including the development of a custom mobile app for the district at a rate of just \$.25/student/year.



With the included development of a custom mobile app, the district will claim its place in the Apple App Store and Google Play (for Android) with a rich app that updates automatically from district news sources. The app is totally custom and branded for the district (with no SchoolMessenger branding).

RELIANCE COMMUNICATIONS



Quote

Reliance Communications, LLC.

718 University Ave Ste. 200
Los Gatos CA 95032
PH: 888-527-5225 | FAX: 800-360-7732

Date	8/13/2013
Quote #	54035
Expires	9/30/2013
Quote Type	Custom Mobile Apps NA
Representative	Frank Jacobs

Prepared for:

Capistrano Unified School Dist
32972 Calle Perfecto
San Juan Capis CA 92675-4706

Custom Mobile Apps NA

CMA-Main-Cust	50.000	Custom Mobile Application for iOS and Android. Annual hosting, license and support. The price is good until 9/30/2013	0.25	12,500.00
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Total \$12,500.00

See product datasheets for complete specifications.



RFQ 1-1516 LEGAL SERVICES (GENERAL)

EXHIBIT A

HUMAN RESOURCES	GENERAL EDUCATION	FACILITIES
Atkinson, Andelson, Loya, Ruud & Romo	Atkinson, Andelson, Loya, Ruud & Romo	Atkinson, Andelson, Loya, Ruud & Romo
Bergman Dacey Goldsmith	Bergman Dacey Goldsmith	Backus & Ernst
Best Best & Krieger	Best Best & Krieger	Bergman Dacey Goldsmith
Burke, Williams & Sorensen	Burke, Williams & Sorensen	Best Best & Krieger
Dannis Woliver Kelley	Dannis Woliver Kelley	Bowie Arneson Wiles & Giannone
Fagen Friedman & Fulfroost	Fagen Friedman & Fulfroost	Burke, Williams & Sorensen
Lozano Smith	Lozano Smith	Dannis Woliver Kelley
Orbach Huff Suarez & Henderson	Orbach Huff Suarez & Henderson	Fagen Friedman & Fulfroost
Rutan & Tucker	Rutan & Tucker	Jackson DeMarco Tidus Peckenpaugh
Stutz Artiano Shinoff & Holz	Sedgwick	Lozano Smith
	Stutz Artiano Shinoff & Holz	Orbach Huff Suarez & Henderson
		Stradling Yocca Carlson & Rauth
		Stutz Artiano Shinoff & Holz
SPECIAL ED	BUSINESS SERVICES	GOV'T RELATIONS & PUBLIC AGENCY
Atkinson, Andelson, Loya, Ruud & Romo	Atkinson, Andelson, Loya, Ruud & Romo	Atkinson, Andelson, Loya, Ruud & Romo
Best Best & Krieger	Backus & Ernst	Bergman Dacey Goldsmith
Burke, Williams & Sorensen	Bergman Dacey Goldsmith	Best Best & Krieger
Dannis Woliver Kelley	Best Best & Krieger	Bowie Arneson Wiles & Giannone
Fagen Friedman & Fulfroost	Bowie Arneson Wiles & Giannone	Burke, Williams & Sorensen
Harbottle	Burke, Williams & Sorensen	Dannis Woliver Kelley
Hatch & Cesaro	Dannis Woliver Kelley	Fagen Friedman & Fulfroost
Lozano Smith	Fagen Friedman & Fulfroost	Lozano Smith
Rutan & Tucker	Lozano Smith	McFarlin & Anderson
Stutz Artiano Shinoff & Holz	Orbach Huff Suarez & Henderson	Norton Rose Fulbright
	Sedgwick	Orrick Herrington & Sutcliffe
	Stutz Artiano Shinoff & Holz	Quint & Thimming LLP
		Rutan & Tucker
		Stradling Yocca Carlson & Rauth

RFQ 1-1516 LEGAL SERVICES (GENERAL)
EXHIBIT A

CHARTER SCHOOLS
Atkinson, Andelson, Loya, Ruud & Romo
Best Best & Krieger
Burke, Williams & Sorensen
Dannis Woliver Kelley
Fagen Friedman & Fulfrost
Lozano Smith
Orbach Huff Suarez & Henderson
Stutz Artiano Shinoff & Holz

Capistrano Unified School District

Proposal Evaluation B

RFQ 1-1516 Legal Services (General) - Human Resources

Selection Criteria											
#	Name of Firm	a	b	c	d	e	f	g	h	Total	Gnd
1	Atkinson, Andelson, Loya, Ruud & Romo										
2	Bergman Dacey Goldsmith										
3	Best Best & Krieger										
4	Burke, Williams & Sorensen										
5	Dannis Woliver Kelley										
6	Fagen Friedman & Fulfrost										
7	Lozano Smith										
8	Orbach Huff Suarez & Henderson										
9	Rutan & Tucker										
10	Stutz Artiano Shinoff & Holz										

Selection Criteria

- a Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation.
- b Associate retention rate (past year and past two years).
- c Number of years of experience your firm has in this field and with accounts of this size.
- d Demonstrated competence in relative experience.
- e Experience in performance of comparable work.
- f Costs/fees.
- g Financial stability.
- h Conformance with the specifications of this RFQ.

Selection Criteria Scoring

5 = Excellent

4 = Above Average

3 = Average

2 = Fair/ Not Determinable

1 = Poor/Below Standard

0 = Did Not Respond

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Catanghal, Rene	Custodian I	Retirement	11/26/1990	12/10/2015
2. Craw, Madeleine	Sch Bus Driver	Retirement	08/31/1999	07/20/2015
3. Erickson, Neena	IF-Sp Ed	Voluntary	09/17/2002	06/18/2015
4. Garrett, Teresa	Occupational Therapist	Relocation	08/04/2014	08/14/2015
5. Goodman, Rachael	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	Voluntary	03/17/2011	06/30/2015
6. Hadley, Jamie	Theater Tech	Other Employment	02/13/2014	08/05/2015
7. Khatib, Jacqueline	Inst Asst-Sp Ed	Voluntary	11/12/2013	07/27/2015
8. Moliotis, Maria	IF-Sp Ed	Probationary Term	12/01/2014	06/19/2015
9. Verduzco, Marilyn	Inst Asst-Sp Ed	Relocation	02/15/2011	06/30/2015
10. Wheaton, Araceli	FS Worker	Relocation	03/16/2015	07/22/2015

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
11. Burris, Ryan	Public Info Officer (12mo/40hpw)	\$131,790 yr	MGMT R56-20	07/27/2015
12. Camacho, Jennifer	Elem Sch Clerk (10.5mo/40hpw)	\$2,886.97 mo	R26-1	08/03/2015
13. Fischer, Jennifer	Academic Advisor (10.75mo/40hpw)	\$3,605.43 mo	R35-1	07/27/2015
14. Nelson, Lucy	Academic Advisor (10.75mo/40hpw)	\$3,605.43 mo	R35-1	07/30/2015
15. Rivera, Heidi	Account Clerk III (12mo/40hpw)	\$3,691.17 mo	R32-3	08/24/2015

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
16. Heesch, Jennifer	Presch Site Facilitator (9.5mo/30hpw)	\$4,171.25 mo	R33-5	08/24/2015

<u>Name</u>	<u>Reemploy Laid Off Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
17. Guillen, Taryn	IF-Sp Ed (9.5mo/30hpw)	\$19.26 hr	R22-6	08/24/2015

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
18. Bacopulos, Amanda	IF-Sp Ed	\$15.09 hr	R22-1	06/30/2015
	Inst Asst-Sp Ed	\$14.36 hr	R20-1	
	Inst Asst-Presch	\$14.01 hr	R19-1	
19. Breen Amanda	IF-Sp Ed	\$15.09 hr	R22-1	06/30/2015
	Inst Asst-Sp Ed	\$14.36 hr	R20-1	
20. Case, John	Sch Bus Driver	\$17.99 hr	R28-1	08/25/2015
21. Chumley, Stacey	Inst Asst-Sp Ed	\$14.36 hr	R20-1	08/24/2015
	IF-Sp Ed	\$15.09 hr	R22-1	
22. Dow, John	Sch Bus Driver	\$17.99 hr	R28-1	08/25/2015
23. Lawrence, Michael	Sch Bus Driver	\$17.99 hr	R28-1	08/25/2015
24. Lucy, Pat	Sch Clerk I	\$15.47 hr	R23-1	08/25/2015
25. Monzon, Alessandra	Inst Asst-Sp Ed	\$14.36 hr	R20-1	08/25/2015
	IF-Sp Ed	\$15.09 hr	R22-1	
26. Pavahnejad, Sophie	LVN	\$18.38 hr	R30-1	06/30/2015
	Elem Sch Clerk	\$16.66 hr	R26-1	
	Office Mgr	\$19.80 hr	R33-1	
27. Scott, Janice	Sch Bus Driver	\$17.99 hr	R28-1	08/25/2015
28. Slodkoski, Nicole	Student Supvr	\$10.00 hr		08/25/2015
29. Wightman, Ashley	Inst Asst-Sp Ed	\$14.36 hr	R20-1	08/25/2015
	IF-Sp Ed	\$15.09 hr	R22-1	

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
30. King, Jennifer	Dance Coach	Tesoro HS	\$ 2,244.00	08/25/2015-
	Pep Squad		\$ 3,142.00	06/09/2016
31. Legacy, Craig	Trainer	Tesoro HS	\$ 3,591.00	08/25/2015-
				06/09/2016
32. Story, Mike	Tennis,	Dana Hills HS	\$ 3,367.00	02/14/2015-
	Boys' Varsity (Head)			05/06/2015

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
33. Abedi, Morteza	Wrestling	Dana Hills HS	\$ 2,000.00	07/01/2015- 07/18/2015

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
34. Campbell, Dori	Lacrosse, Girls' (Head)	Dana Hills HS	\$ 1,000.00	07/01/2015- 07/30/2015
35. Carey, Peter	Soccer, Varsity (Head)	San Juan Hills HS	\$ 2,000.00	07/01/2015- 07/31/2015
36. Casillas, Robbie	Football, Varsity (Asst)	Dana Hills HS	\$ 575.00	07/06/2015- 08/02/2015
37. Cunningham, Bob	Football, Frosh/Soph (Asst)	Dana Hills HS	\$ 575.00	07/06/2015- 08/02/2015
38. Farley, Nicole	Soccer, Girls'	Dana Hills HS	\$ 1,000.00	06/01/2015- 06/30/2015
39. Forster, Jens	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,591.00	07/01/2015- 07/31/2015
40. Henson, Trent	Football, Varsity (Asst)	Dana Hills HS	\$ 575.00	07/06/2015- 08/02/2015
41. Hildebrand, Brett	Football, (Asst)	San Clemente HS	\$ 2,608.00	07/01/2015- 07/31/2015
42. Karimi-Hosseini, Anthony	Football, JV (Asst)	Aliso Niguel HS	\$ 1,000.00	07/01/2015- 07/25/2015
43. Kim, Linda	Lacrosse, Girls' (Asst)	Dana Hills HS	\$ 1,000.00	07/01/2015- 07/30/2015
44. Kirchmeyer, Tom	Football, (Asst)	San Clemente HS	\$ 2,608.00	07/01/2015- 07/31/2015
45. McCullough, Stephen	Football, Varsity (Asst)	Dana Hills HS	\$ 575.00	05/04/2015- 06/04/2015
			\$ 575.00	07/06/2015- 08/02/2015
46. Murphy, Patrick Riley	Volleyball, Girls' (Asst)	San Clemente HS	\$ 2,500.00	07/06/2015- 07/15/2015
47. Pfeuffer, Bruch	Football, Frosh/Soph (Asst)	Dana Hills HS	\$ 575.00	05/04/2015- 06/04/2015
			\$ 575.00	07/06/2015- 08/02/2015
48. Portillo, Danny	Cross Country, Boys' (Head)	Capistrano Valley HS	\$ 3,366.00	07/01/2015- 07/31/2015
49. Sauder, Justine	Soccer, Girls'	Dana Hills HS	\$ 1,000.00	06/01/2015- 06/30/2015
50. Tatarakis, David	Marching Band	Aliso Niguel HS	\$ 2,000.00	08/10/2015- 12/01/2015
51. Taylor, Carrie	Soccer, Girls'	Dana Hills HS	\$ 1,000.00	06/01/2015- 06/30/2015

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
52. Walcott, Michael	Football, Varsity (Asst)	San Clemente HS	\$ 3,478.00	07/01/2015- 07/31/2015
53. Warren, Logan	Lacrosse, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,640.00	02/09/2015- 04/30/2015
54. Wise, Trevor	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,520.00	07/01/2015- 07/31/2015
55. Yould, Bryce	Volleyball, Boys'	Dana Hills HS	\$ 1,000.00	08/10/2015- 08/21/2015

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
56. Arrighi, Chantel	IF-Sp Ed (9.5mo/32.5hpw)	\$15.09 hr	R22-1	08/24/2015
57. Beaty, Elizabeth	LVN (9.5mo/25hpw)	\$18.38 hr	R30-1	08/24/2015
58. Bruns, Mirolslawa	IF-Sp Ed (9.5mo/30hpw)	\$15.09 hr	R22-1	08/24/2015
59. Elenes, Justin	Academic Advisor (10.75mo/40hpw)	\$3,605.43 mo	R35-1	07/27/2015
60. Jones, Kristen	Academic Advisor (10.75mo/40hpw)	\$3,605.43 mo	R35-1	07/27/2015
61. Wiskus, Donna	IF-Sp Ed (9.5mo/30hpw)	\$15.09 hr	R22-1	08/24/2015

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
62. Fromme, Melissa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.36 hr	R20-1	08/24/2015

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APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
63. Baeza, Susan	Executive Secretary (12mo/40hpw)	Executive Secretary to Deputy Superintendent (Temp/40hpw)	CONF R28-5	07/14/2015- 08/31/2015
64. Begil, Mara	Int Office Asst (12mo/40hpw)	Staff Secretary (Temp/40hpw)	R31-5	07/20/2015- 08/31/2015
65. Gomez, Samuel	Custodian I (12mo/40hpw)	Custodian II (12mo/40hpw)	R28-15	08/13/2015
66. Hess, Michael	Heating A/C Refrigeration Tech (12mo/40hpw)	Maintenance Planner (12mo/40hpw)	R46-2	08/13/2015
67. Kanamori, Verna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-4	08/24/2015
68. Lee, Debbie	Custodian I (12mo/40hpw)	Custodian IV (Temp/40hpw)	R32-10	06/15/2015- 06/30/2015
69. Lynch, Janis	Attendance Clerk (10.5mo/40hpw)	Academic Advisor (10.75mo/40hpw)	R35-2	07/27/2015
70. Manjarrez, Gerardo	Custodian III (12mo/40hpw)	Custodian IV (12mo/40hpw)	R32-3	08/13/2015
71. Montes, Ricardo	Groundskeeper (12mo/40hpw)	Lead Groundskeeper (Temp/40hpw)	R37-5	07/01/2015- 09/30/2015
72. Portillo Quintanar, Jonathan	Custodian I (12mo/40hpw)	Custodian II (12mo/40hpw)	R28-2	08/13/2015
73. Rodriguez, Amanda	Staff Secretary (12mo/40hpw)	Executive Secretary (Temp/40hpw)	CONF R25-1	07/20/2015- 08/31/2015
74. Ruiz, Humberto	Storekeeper/Delivery Driver (12mo/40hpw)	Transp Inventory Storekeeper (12mo/40hpw)	R33-1	08/20/2015
75. Spencer, Sandra	IF-Sp Ed (9.5mo/30hpw)	Academic Advisor (10.75mo/40hpw)	R35-1	07/27/2015

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
76. Lopez, Maria	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/32.5hpw)	R22-4	08/24/2015
77. Merryman, Monique	IF-Sp Ed (9.5mo/30hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-15	08/24/2015

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
78. Harrison, Eva	Testing Asst TAA NTE 100 hrs (Proctor CELDT testing)	R19-20	07/01/2015- 10/31/2015

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
79. Bouldgarides, Gabriela	Blngl Comm Svcs Liaison TAA NTE 10 hrs (Provide translation for opening packets)	08/03/2015- 08/24/2015
80. Castillo, Yolanda	Blngl Comm Svcs Liaison TAA NTE 10 hrs (Provide translation for opening packets)	08/03/2015- 08/24/2015
81. Castillo, Yolanda	Blngl Comm Svcs Liaison TAA NTE 10 hrs (Provide translation for opening packets)	08/03/2015- 08/24/2015
82. Cingari, Joanne	LVN TAA NTE 3 hrs (Provide health coverage for student to attend school activity)	06/12/2015
83. Forbes, Kathryn	Inst Asst TAA NTE 80 hrs (Restocking and cataloging science kits)	07/01/2015- 09/01/2015
84. Mar, Araceli	Blngl Clerk TAA NTE 50 hrs (Assist with school special projects)	07/27/2015- 06/10/2016
85. Miller, Laurie	HS Campus Supvr TAA NTE 3.6 hrs (Assist Adult Ed during the summer)	06/29/2015- 06/30/2015
86. Na, Jacqueline	FS Worker TAA NTE 6 hrs (Participate in training before school starts)	08/18/2015- 08/19/2015
87. Pryor, Janet	Inst Asst-Sp Ed TAA NTE 80 hrs (Assist student in classroom)	04/30/2015- 06/19/2015
88. Wilbur, Sandra	Sch Secretary I TAA NTE 200 hrs (Assist with Credit Recovery for high school students summer session)	07/01/2015- 07/24/2015

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APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
89. Alcalay, Tyler	IF-Sp Ed	07/01/2015- 07/28/2015
90. Birkenshaw, Ryan	IF-Sp Ed	07/01/2015- 07/28/2015
91. Foley, Colton	IF-Sp Ed	07/01/2015- 07/28/2015
92. Lareau, Laini	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	07/01/2015- 07/28/2015
93. Palmer, Stratton	IF-Sp Ed	07/01/2015- 07/28/2015
94. Ramirez, Antoinette	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	07/01/2015- 07/28/2015

APPROVE SUMMER EMPLOYMENT

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
95. Lohrbach, Michelle	MS Campus Supvr	IF-Sp Ed	R22-4	07/01/2015- 07/28/2015
96. Rungo, Deanna	Mental Health and Behavior Support Spec	IF-Sp Ed	R22-6	07/01/2015- 07/28/2015
97. Keaney, Allison	IF-Sp Ed	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-3 R22-3	07/01/2015- 07/28/2015
98. Johnston, Taylor	IF-Sp Ed	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-3 R22-3	07/01/2015- 07/28/2015
99. Hatcher, Josh	IF-Sp Ed	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-5 R22-5	07/01/2015- 07/28/2015
100. Bacopulos, Amanda	IF-Sp Ed	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	R20-4 R22-4	07/01/2015- 07/28/2015

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
101. Curran, Kristen	LVN	Childcare	06/02/2015- 06/19/2015

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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Campbell, Megan	Psychologist	Personal	08/18/2011	07/21/2015
2. Celestino, Dawn	Substitute Teacher	Other Employment	11/12/2007	06/30/2015
3. Creed, Kendra	Teacher	Other Employment	08/28/2014	06/30/2015
4. Jocham, Sara	Assistant Superintendent, SELPA/Special Education Operations	Other Employment	07/01/2011	06/30/2015
5. Koerner, Abby	Substitute Teacher	Personal	03/23/2015	07/27/2015
6. Meussner III, Harry	Substitute Teacher	Other Employment	11/13/2014	07/15/2015
7. Nelson, Lucy	Substitute Teacher	Other Employment	09/05/1991	07/29/2015
8. Paulcivic, Geraldine	Substitute Teacher	Personal	03/29/2012	06/30/2015
9. Saragusa, Joni	Substitute Teacher	Relocation	02/10/2005	06/30/2015
10. Stephens, Valerie	Substitute Teacher	District Initiated	09/12/2013	07/02/2015

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/Step</u>	<u>Effective Date</u>
11. Ananyan, Anahit	Teacher	\$49,887	A-1	08/20/2015
12. Black, Lani	Teacher	\$49,887	A-1	08/20/2015
13. Bogiatzis, Tom	Counselor	\$83,892	D-11	08/12/2015
14. Bracamontes, Tanislado	Teacher	\$54,990	C-1	08/21/2015
15. Burger, Gregory	Teacher	\$49,887	A-1	08/20/2015
16. Cabus, Daisy	Teacher	\$49,887	A-1	08/20/2015
17. Caiozzo, Katie	Teacher	\$49,887	A-1	08/20/2015
18. Campbell, Sara	Teacher	\$49,887	A-1	08/20/2015
19. Caselli, Carolyn	Teacher	\$49,887	A-1	08/20/2015
20. Cdebaca, Katherine	Teacher	\$49,877	A-1	08/21/2015
21. Chang, Ching Wen	Teacher	\$52,371	B-1	08/20/2015
22. Costello, Jessica	Speech Pathologist	\$73,128	SP-1	08/12/2015
23. Currie, Kristen	Teacher	\$49,877	A-1	08/20/2015
24. Depenbrok, Krista	Counselor-50%	\$83,892	D-11	08/12/2015
25. Dollar, Thomas	Teacher	\$49,887	A-1	08/20/2015
26. Eck, Alyssa	Teacher	\$49,887	A-1	08/20/2015
27. Efstathiou, Jason	Teacher	\$49,887	A-1	08/20/2015
28. Falcon, Angela	Teacher	\$49,887	A-1	08/20/2015
29. Gerads, Vanessa	Teacher	\$49,887	A-1	08/20/2015
30. Gibb, Beth	Teacher-20%	\$49,887	A-1	08/20/2015

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APPROVE EMPLOYMENT (Cont'd)

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
31. Goddard, Alexis	Counselor	\$51,623	A-2	08/12/2015
32. Gomez, Elizabeth	Teacher	\$49,887	A-1	08/20/2015
33. Gorczynski, Marisa	Teacher	\$49,887	A-1	08/20/2015
34. Hacievliyagil, Melisa	Teacher	\$49,887	A-1	08/20/2015
35. Hewitt, Brittney	Speech Pathologist	\$73,128	SP-1	08/19/2015
36. Hixson, Jennifer	Teacher	\$49,877	A-1	08/20/2015
37. Huang, Sherry	Psychologist	\$78,322	P-1	08/07/2015
38. Hultman, Jason	Teacher	\$49,877	A-1	08/20/2015
39. Ixtacuy, Bonnejo	Counselor	\$81,055	D-10	08/12/2015
40. Kelly, Conner	Teacher	\$49,887	A-1	08/20/2015
41. Kenworthy-Kruger, Stacy	Teacher	\$49,887	A-1	08/20/2015
42. Kerber, Danielle	Psychologist	\$78,322	P-1	08/07/2015
43. Kerr, Bradley	Teacher	\$49,887	A-1	08/20/2015
44. Krikorian, Gina	Counselor	\$52,204	B-1	08/12/2015
45. Lewis, sTacy	Teacher	\$49,887	A-1	08/20/2015
46. Liceaga Reyes, Gabriela	Teacher	\$56,101	B-3	08/21/2015
47. Long, Steven	Counselor	\$54,990	C-1	08/12/2015
48. Mansfield, Chelsae	Teacher	\$49,877	A-1	08/21/2015
49. Masaitis, Leann	Teacher	\$49,887	A-1	08/20/2015
50. Mesa, Sandra	Teacher-Intern	\$44,249	A-1	08/20/2015
51. Mesholzadeh, Raquel	Teacher	\$49,887	A-1	08/20/2015
52. Nyahn, John	Teacher	\$49,887	A-1	08/20/2015
53. Paganelli, Robert	Teacher	\$65,679	A-9	08/20/2015
54. Parker, Karen	Teacher	\$49,887	A-1	08/20/2015
55. Parsons, Linda	Teacher	\$49,887	A-1	08/20/2015
56. Pelzer, Kathy	Counselor	\$83,892	D-11	08/12/2015
57. Peterson, Lauren	Teacher	\$49,877	A-1	08/20/2015
58. Pittman, Terrill	Teacher	\$49,887	A-1	08/20/2015
59. Pitzen, John	Teacher	\$52,371	B-1	08/21/2015
60. Powell-McCarthy, Krystal	Intervention Specialist	\$49,887	A-1	08/20/2015
61. Ramirez, Guadalupe	Teacher	\$49,887	A-1	08/20/2015
62. Reichert, Hillary	Teacher-Intern	\$44,249	A-1	08/20/2015
63. Rusinkovich, Jacob	Teacher	\$49,887	A-1	08/20/2015
64. Sanchez-Navarro, Rebecca	Teacher	\$49,887	A-1	08/20/2015
65. Sherman, Jennifer	Psychologist	\$78,322	P-1	08/07/2015
66. Slobodnik, Jamie	Teacher	\$49,887	A-1	08/20/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 12, 2015
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APPROVE EMPLOYMENT (Cont'd)

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
67. Stacy, Kelly	Speech Pathologist	\$73,128	SP-1	08/19/2015
68. Templeton, Kacy	Speech Pathologist	\$73,128	SP-1	08/19/2015
69. Toma, Susan	Speech Pathologist	\$73,128	SP-1	08/19/2015
70. Torres, Joy	Speech Pathologist	\$73,128	SP-1	08/19/2015
71. Verducci, Justin	Teacher	\$49,887	A-1	08/20/2015
72. Vidales, Mucio	Teacher	\$49,877	A-1	08/21/2015
73. Williamson, Jacqueline	Teacher	\$49,877	A-1	08/20/2015
74. Wojaczynski, Scott	Teacher	\$49,887	A-1	08/20/2015
75. Yamshon, Adriana	Teacher	\$49,887	A-1	08/20/2015
76. Yancy, Kendra	Teacher	\$49,887	A-1	08/20/2015

<u>Name</u>	<u>2nd Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
77. Alejandro, Erica	Teacher	\$51,623	A-2	08/21/2015
78. Boyer, Alli	Teacher	\$56,915	C-2	08/21/2015
79. Boyle, Kaitlin	Teacher	\$51,623	A-2	08/21/2015
80. Calahan, Michael	Teacher	\$54,204	B-2	08/21/2015
81. Calderon, Brenda	Teacher	\$51,623	A-2	08/21/2015
82. Campbell, Casey	Teacher	\$54,204	B-2	08/21/2015
83. Campos, Hilda	Teacher	\$77,570	C-11	08/21/2015
84. Carter, Meghan	Psychologist	\$82,366	P-2	08/07/2015
85. Cast, Wendy	Teacher	\$75,666	D-8	08/21/2015
86. Chapman, Elizabeth	Intervention Specialist- SpEd	\$56,915	C-2	08/12/2015
87. Corbett, Kevin	Teacher	\$51,623	A-2	08/21/2015
88. Corona, Liliana	Teacher	\$51,623	A-2	08/21/2015
89. Davis, Allison	Teacher	\$61,312	A-7	08/21/2015
90. Denison, Amanda	Teacher	\$51,623	A-2	08/21/2015
91. Docheff, Francia	Teacher	\$54,204	B-2	08/21/2015
92. Dockery, Tasha	Teacher	\$51,623	A-2	08/21/2015
93. Eatmon, Sonia	Psychologist	\$82,366	P-2	08/07/2015
94. Fallman, Megan	Teacher	\$78,314	D-9	08/21/2015
95. Feeney Jr., John	Teacher	\$51,623	A-2	08/21/2015
96. Fleming, Stacey	Teacher	\$51,623	A-2	08/21/2015
97. Gold, Renee	Speech Pathologist	\$75,128	SP-2	08/19/2015
98. Hale, Aubree	Teacher	\$51,623	A-2	08/21/2015

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APPROVE EMPLOYMENT (Cont'd)

<u>Name</u>	<u>2nd Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
99. Harper, Kalyn	Teacher	\$54,204	B-2	08/21/2015
100. Hassett, Jasmine	Teacher	\$54,204	B-2	08/21/2015
101. Hatcher, Amanda	Teacher	\$73,874	B-11	08/21/2015
102. Ingram, Daniel	Teacher	\$68,962	B-9	08/21/2015
103. Jimenez, Jeanette	Teacher	\$51,623	A-2	08/21/2015
104. Johnson, Christina	Teacher	\$56,915	C-2	08/21/2015
105. Johnston, Vanessa	Teacher	\$54,204	B-2	08/21/2015
106. Jordheim, Jenna	Counselor	\$78,314	D-9	08/12/2015
107. Kaczmarczyk, Heatherann	Teacher	\$51,623	A-2	08/21/2015
108. Langen, Olenka	Teacher	\$73,107	D-7	08/21/2015
109. Langsdorf, Nicholas	Teacher	\$58,907	C-3	08/21/2015
110. Lewis, Kathleen	Teacher	\$54,204	B-2	08/21/2015
111. Lu, Ruby	Teacher	\$54,204	B-2	08/21/2015
112. Martz, Starline	Teacher	\$58,065	B-4	08/21/2015
113. McCoy, Juliane	Teacher	\$59,472	D-1	08/21/2015
114. McDonald, Rachele	Teacher	\$51,623	A-2	08/21/2015
115. McLennan, Shelley	Teacher	\$54,204	B-2	08/21/2015
116. Medrano, Eileen	Teacher	\$77,570	C-11	08/21/2015
117. Mondaca, Cesar	Teacher	\$51,623	A-2	08/21/2015
118. Montgomery, Jerica	Speech Pathologist	\$78,041	SP-2	08/19/2015
119. Mora, Sandra	Teacher	\$51,623	A-2	08/21/2015
120. Moreno, Ysela	Teacher	\$63,708	D-3	08/21/2015
121. Navarro, Monica	Teacher	\$65,312	C-6	08/21/2015
122. Noble, Eric	Teacher	\$54,204	B-2	08/21/2015
123. Pak, James	Teacher	\$54,204	B-2	08/21/2015
124. Peterson, Daniel	Teacher	\$62,200	B-6	08/21/2015
125. Rackleff, Elizabeth	Teacher	\$56,915	C-2	08/21/2015
126. Rael, Megan	Psychologist	\$82,366	P-2	08/07/2015
127. Salazar, Arleen	Teacher	\$51,623	A-2	08/21/2015
128. Santoke, Mahfrin	Teacher	\$61,554	D-2	08/21/2015
129. Schepens, Scott	Teacher	\$61,554	D-2	08/21/2015
130. Snyder, Sarah	Teacher	\$54,204	B-2	08/21/2015
131. Ta, Holly	Intervention Specialist- SpEd	\$54,204	B-2	08/12/2015
132. Ushino, Michael	Teacher	\$61,554	D-2	08/21/2015
133. Williams, Ashley	Teacher	\$54,204	B-2	08/21/2015
134. Willis, Brian	Teacher	\$63,708	D-3	08/21/2015
135. Wood, Blair	Teacher	\$51,623	A-2	08/21/2015
136. Young, Annie	Teacher	\$56,915	C-2	08/21/2015

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APPROVE EMPLOYMENT (Cont'd)

<u>Name</u>	<u>3rd Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
137. Atchue, Jennifer	Teacher	\$62,200	B-6	08/21/2015
138. Au, Judith	Teacher	\$72,107	D-7	08/21/2015
139. Chang, Wanhsin	Teacher	\$56,101	B-3	08/21/2015
140. Choi, Eun Young	Teacher	\$65,938	D-4	08/21/2015
141. Elder, Anna	Teacher	\$60,969	C-4	08/21/2015
142. Fong, Chu-Ping	Teacher	\$77,570	C-11	08/21/2015
143. Harvey, Lauren	Teacher	\$55,300	A-4	08/21/2015
144. Hernandez, Alissa	Teacher	\$53,430	A-3	08/21/2015
145. Masri, Jalal	Teacher	\$65,312	C-6	08/21/2015
146. Mendoza, Wendy	Teacher	\$70,635	D-6	08/21/2015
147. Munoz, Veronica	Teacher	\$59,239	A-6	08/21/2015
148. Puffer, Jon	Teacher	\$56,101	B-3	08/21/2015
149. Sanchez, Lidia	Teacher	\$70,357	A-11	08/21/2015
150. Sargent, Christina	Teacher	\$83,892	D-11	08/21/2015
151. Thompson, Maria	Teacher	\$78,314	D-9	08/21/2015
152. Vega, Lisette	Teacher	\$58,907	C-3	08/21/2015
153. Wiggins, Jeremy	Teacher	\$69,964	C-8	08/21/2015

<u>Name</u>	<u>Permanent On Temp Contract</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
154. Beneventi, Jennifer	Teacher	\$57,236	A-5	08/21/2015
155. Beyer, Quinn	Teacher	\$77,570	C-11	08/21/2015
156. Blandino, Julie	Teacher	\$57,236	A-5	08/21/2015
157. Borg, Shannon	Teacher	\$60,097	B-5	08/21/2015
158. Brillon, Carol	Teacher	\$73,107	D-7	08/21/2015
159. Brooks, Teresa	Teacher	\$67,598	C-7	08/21/2015
160. Brooks, Tracey	Teacher	\$70,357	A-11	08/21/2015
161. Chapman, Kristen	Teacher	\$70,635	D-6	08/21/2015
162. Devore, Amy	Teacher	\$68,246	D-5	08/21/2015
163. Donsker, Lindy	Teacher	\$77,570	C-11	08/21/2015
164. Downing, Kimberly	Teacher	\$77,570	C-11	08/21/2015
165. Gibson, Elizabeth	Teacher	\$71,376	B-10	08/21/2015
166. Gordon, Midori	Teacher	\$65,312	C-6	08/21/2015
167. Hansen, Lacey	Teacher	\$77,570	C-11	08/21/2015
168. Haupt, Mary	Teacher	\$88,087	D-15	08/21/2015
169. Kissel, Heidi	Teacher	\$73,874	B-11	08/21/2015
170. Knox, Mary Vanessa	Teacher	\$73,874	B-11	08/21/2015
171. Marshall, Heidi	Teacher	\$60,969	C-4	08/21/2015
172. Martin, Colleen	Teacher	\$65,938	D-4	08/21/2015

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APPROVE EMPLOYMENT (Cont'd)

<u>Name</u>	<u>Permanent On Temp Contract</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
173. McAbee, Cristy	Teacher	\$73,107	D-7	08/21/2015
174. McCoy, Debra	Teacher	\$60,097	B-5	08/21/2015
175. Meza, Nicole	Teacher	\$72,413	C-9	08/21/2015
176. Portnoff, Angela	Teacher	\$77,570	C-11	08/21/2015
177. Regan, Alison	Teacher	\$64,377	B-7	08/21/2015
178. Sherlock, Andrea	Teacher	\$67,598	C-7	08/21/2015
179. Stadel, Kari	Teacher	\$70,635	D-6	08/21/2015
180. Trudeau, Laura	Teacher	\$88,087	D-15	08/21/2015
181. Wade, Natalie	Teacher	\$73,874	B-11	08/21/2015
182. West, Lelia	Teacher	\$64,377	B-7	08/21/2015
183. Wilson, Christine	Teacher	\$62,200	B-6	08/21/2015

<u>Name</u>	<u>Position</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
184. Tong, Andrea	Assistant Principal, High School	\$107,954	R58-3	08/03/2015
185. Martin Jr., Grant	Coordinator, Athletics & Extra- Curricular Programs	\$86,493	R51-2	08/07/2015

APPROVE ADULT EDUCATION TEACHERS

Pay @ \$29.00 per hour

186. Anderson, Christina
187. Busick, Elizabeth

188. De La Rosa, Don
189. Lewis, Jane

Pay @ \$30.00 per hour

190. Messier, Claire

Pay @ \$31.00 per hour

191. Lively, Brian

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APPROVE ADULT EDUCATION TEACHERS (Cont'd)

Pay @ \$32.00 per hour

192. Ambrosini, Linda	205. McDevitt, Nikki
193. Cooney, Bill	206. McPhillips, Nancy
194. Corrales, Javier	207. Miertschin, Lauren
195. Cuthbertson, Denise	208. Skaron, Deborah
196. Futami, Kimberly	209. Smith, Kathryn
197. Hanson, Kathryn	210. Sommerville, Nancy
198. Hillabrant, Jill	211. Thomas, Meredith
199. Hochgesang, Barbara	212. Tomlinson, Kristy
200. Ibbotson, Jill	213. Vartanian, Laurie
201. Istrate, Lavinia	214. Waterbury, Linda
202. Leveque, Maryly	215. Weaver-Bogusiewicz, Kelley
203. Lu, Jenni	216. Woolley, Dianne
204. Marcot, Wendy	

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

217. Barron, Halima	231. Phan, Lynna
218. Collins, Noreen	232. Pollin, Cecile
219. Creede, Stephanie	233. Ramstack, Kyle
220. Johnson, Erika	234. Reiser, Heidi
221. Kellerman, Debra	235. Schultz, Peter
222. King, Trinity	236. Simmel, Sarah
223. Koch, Carisa	237. Smith, Leah
224. Lemay, Kelli	238. Stovall, Virginia
225. McQueen, Stephanie	239. Thomas, Dennis
226. Moe, Robert	240. VanDixhorn, Kimberly
227. Moliotis, Maria	241. Vu, Kim
228. Murray, Megan	242. Walovicz, Haylie
229. Ocegueda, Elizabeth	243. Walsh, Elizabeth
230. Oler, Carolyn	244. Young, Bridgette

APPROVE SUBSTITUTE PSYCHOLOGIST

Pay @ \$275.00 per day

245. Casados, Mitchel

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APPROVE SPECIAL EDUCATION 6/5th ASSIGNMENT-FULL YEAR

246. Breithaupt, Teresa	253. Lavering, Steve
247. Dorn, Michelle	254. O'Tonner, Eric
248. Finnsson, Jamie	255. Ridley, Jeffrey
249. Howell, Brian	256. Robustelli, Lucille
250. Khalaf, Reem	257. Snowden, Marybeth
251. Kunze-Thibeaun, Lori	258. Waterbury, Nilsa
252. Lavering, Melanie	259. Williams, Pam

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
260. Adams, Amy	ETAP I	ETAP I	08/21/2015- 06/10/2016
261. Allen, Joan	ETAP II	ETAP II	08/14/2015- 06/10/2016
262. Allen, Laura	ETAP I	ETAP I	08/21/2015- 06/10/2016
263. Anderson, Dottie	ETAP I	ETAP I	08/21/2015- 06/10/2016
264. Au, Judy	Teacher	ETAP I	08/21/2015- 06/10/2016
265. Bartlett, Stephanie	ETAP I	ETAP I	08/21/2015- 06/10/2016
266. Berger, Ann	ETAP II	ETAP II	08/14/2015- 06/10/2016
267. Beutin, Erin	Speech Pathologist-100%	Speech Pathologist-60%	08/19/2015
268. Bisch, Kristi	ETAP I	ETAP I	08/21/2015- 06/10/2016
269. Bognar, Catherine	Psychologist-80%	Psychologist-60%	08/07/2015
270. Chambers, Terry	Teacher	ETAP I	08/21/2015- 06/10/2016
271. Clark, Gwen	ETAP II	ETAP II	08/14/2015- 06/10/2016
272. Colapinto, Matt	ETAP I	ETAP I	08/21/2015- 06/10/2016
273. Cordina, Maureen	ETAP II	ETAP II	08/14/2015- 06/10/2016
274. Davis, Petra	STAP I	STAP I	08/14/2015- 06/10/2016

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APPROVE ASSIGNMENT ADJUSTMENT (Cont'd)

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
275. Degn, Michelle	ETAP I	ETAP I	08/21/2015- 06/10/2016
276. Dembiec, Christopher	ETAP II	ETAP II	08/14/2015- 06/10/2016
277. Ervais, Margaret	ATAP II	ATAP II	08/14/2015- 06/10/2016
278. Farias, Sandra	ETAP I	ETAP I	08/21/2015- 06/10/2016
279. Fernandez, Irma	ETAP I	ETAP I	08/21/2015- 06/10/2016
280. Fleming, Stacey	Teacher-60%	Teacher-100%	08/21/2015
281. Gonzalez, Shari	ETAP I	ETAP I	08/21/2015- 06/10/2016
282. Gray, Carrie	ETAP I	ETAP I	08/21/2015- 06/10/2016
283. Gruenewald, Eric	ETAP II	ETAP II	08/14/2015- 06/10/2016
284. Guite, Lauren	ETAP I	ETAP I	08/21/2015- 06/10/2016
285. Hunner, Megan	ETAP I	ETAP I	08/21/2015- 06/10/2016
286. Johnson, Robert	ETAP I	ETAP I	08/21/2015- 06/10/2016
287. Kauo, Karen	ETAP I	ETAP I	08/21/2015- 06/10/2016
288. Koskella, Amelia	Psychologist-100%	Psychologist-80%	08/07//2015
289. Lanners, Christina	Speech Pathologist-100%	Speech Pathologist-80%	08/19/2015
290. Lee, McCall	ETAP I	ETAP I	08/21/2015- 06/10/2016
291. Martin, Roberta	ETAP I	ETAP I	08/21/2015- 06/10/2016
292. Martinez Ramirez, Saul	ETAP II	ETAP II	08/14/2015- 06/10/2016
293. Mazzola, Elaine	ETAP I	ETAP I	08/21/2015- 06/10/2016
294. McDermott, Kimberly	STAP II	STAP II	08/14/2015- 06/10/2016
295. Noland, Janice	ETAP I	ETAP I	08/21/2015- 06/10/2016

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APPROVE ASSIGNMENT ADJUSTMENT (Cont'd)

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
296. Oh, Jennifer	Teacher-100%	Teacher-60%	08/21/2015
297. Perry, Johnnie	ETAP I	ETAP I	08/21/2015- 06/10/2016
298. Phillips, Melissa	Speech Pathologist-100%	Speech Pathologist-80%	08/19/2015
299. Pillot, Michelle	Speech Pathologist-100%	Speech Pathologist-80%	08/19/2015
300. Puccio, Lisa	ETAP I-50%	ETAP I-50%	08/21/2015- 06/10/2016
301. Ramirez, Theresa	ETAP I	ETAP I	08/21/2015- 06/10/2016
302. Reynolds, Pamela	ETAP I	ETAP I	08/21/2015- 06/10/2016
303. Ridill, Danielle	ETAP I	ETAP I	08/21/2015- 06/10/2016
304. Rumpf, Stacy	ETAP I	ETAP I	08/21/2015- 06/10/2016
305. Scholl, Steven	Principal on Special Assignment	Teacher	07/01/2015
306. Sykes, Marie	ETAP I	ETAP I	08/21/2015- 06/10/2016
307. Vleisides, Perra	ETAP I	ETAP I	08/21/2015- 06/10/2016
308. Wanders, Michelle	Teacher-60%	Teacher-100%	08/21/2015
309. Ward, Yesenia	ETAP II	ETAP II	08/14/2015- 06/10/2016
310. Werthmuller, Kelly	ETAP I-50%	ETAP I-50%	08/21/2015- 06/10/2016
311. Wilmot, Erica	Speech Pathologist-40%	Speech Pathologist-60%	08/19/2015

APPROVE REINSTATMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
312. Heidner, Christy	Teacher	Teacher	08/21/2015

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APPROVE PROMOTIONS

<u>Name</u>	<u>Previous Assignment</u>	<u>Annual Salary</u>	<u>New Assignment</u>	<u>Annual Salary</u>	<u>Effective Date</u>
313. Davis, Jeremy	Director IV, Educational Technology	\$124,971	Interim Executive Director, Technology & Information Systems	\$137,943	07/01/2015
314. Morgan, John	Teacher on Special Assignment, Technology	\$83,892	Interim Director IV, Educational Technology	\$97,917	07/01/2015
315. Turpel, Dianne	Teacher	\$100,874	Assistant Principal, High School	\$107,954	07/23/2015

APPROVE SUMMER SCHOOL

Credit Recovery Summer Session – Adult Education

Not to exceed 85 hours instructional pay @ \$35.00 per hour
07/01/2015-07/31/2015

316. Beck, Kim	326. Ochwat, Adam
317. Brewer, Cindy	327. Olivieri, Rebekah
318. Cotton, Mellisa	328. Perez, Deanna
319. Dollar, Chris	329. Pino, David
320. Ford, Deon	330. Smith, Sarah
321. Hansen, Ivan	331. Trotter, Chad
322. Hawkins, Tracy	332. Wilson, Duncan
323. Kloenic, Rita	333. Wooten, Jennifer
324. Marsing, Debbie	334. Wooten, Jeremy
325. Nixon, Robyn	335. Workman, Ken

To Teach HSD/GED Program – Adult Education

Not to exceed 90 hours @ 32.00 per hour
06/29/2015-07/29/2015

336. Ambrosini, Linda	339. Hogan-Miertschin, Lauren
337. Corrales, Javier	340. McPhillips, Nancy
338. Hillabrant, Jill	

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APPROVE SUMMER SCHOOL (Cont'd)

CAG Team Summer 2015 - History/Social Science Planning – Education Division

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

08/10/2015-08/11/2015

- | | |
|--------------------------------|-----------------------|
| 341. Brail, Rick | 347. Jindra, Kim |
| 342. Clark, Brian | 348. Louie, Jamie |
| 343. Ecker-Toller, Jennifer | 349. Mashburn, Andrew |
| 344. Hanley, Kim | 350. O'Brien, Doug |
| 345. Hatcher, Amanda | 351. O'Leary, Darla |
| 346. Heavlin-Martinez, Johanna | |

CAG Team Summer 2015 – English Curriculum Planning – Education Division

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour

08/10/2015-08/11/2015

- | | |
|---------------------------|----------------------------------|
| 352. Bennett, Katie | 357. Reischl, Virginia |
| 353. Benstead-Frome, Lori | 358. Torres, Tiffany |
| 354. Glassen, Nina | 359. Votava Abuharoon, Christine |
| 355. Jones, Chris | 360. Waizinger, Lisa |
| 356. Porzuczek, Karin | 361. Westling, Margi |

Extended School Year – EL Summer Institute Preparation – Education Division

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

07/01/2015-08/24/2015

- | | |
|--------------------------|--------------------------|
| 362. Baptiste, Natalie | 382. Jacobs, James |
| 363. Bartik, Lisa | 383. Jones, Lindsay |
| 364. Beitz, Kathy | 384. Koch, Carisa |
| 365. Berrest, Stacy | 385. Langsdorf, Nicholas |
| 366. Blanco, Sylvia | 386. Lechuga, Naomi |
| 367. Brannam, Andrea | 387. Liuzzi, Karen |
| 368. Callier, Kathlyn | 388. Lynch, Kim |
| 369. Cantoran, Rene | 389. Manzotti, Maria |
| 370. Carter, Thomas | 390. McGaffin, Jan |
| 371. Chambers, Amanda | 391. McKeon, Sarah |
| 372. Fermin, Cara | 392. Moros, Amanda |
| 373. Finman, Marie | 393. Murphy, Jodi |
| 374. Foster, Karin | 394. O'Connor, Colleen |
| 375. Frazier, Scheavonna | 395. O'Husky, Carrie |
| 376. Gerbracht, Sarah | 396. Reardon, Lisa |
| 377. Gonzalez, Jamie | 397. Salazar, Arleen |
| 378. Guerra, Mary | 398. Sandoval, Yohanna |
| 379. Hanley, Kim | 399. Schertzer, Kristen |
| 380. Hermann, Brooke | 400. Schlicht, Shannon |
| 381. Hinkelman, Allison | 401. Smirl, Melena |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 12, 2015
Certificated Employees

APPROVE SUMMER SCHOOL (Cont'd)

Extended School Year – EL Summer Institute Preparation – Education Division

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour

07/01/2015-08/24/2015

402. Stratford, Diana	406. Villalba, Fernanda
403. Sweeney, Lorena	407. Vu, Kim
404. Unzueta, Gabrielle	408. Winters, Randi
405. Vargas, Ricardo	409. Zamora, Sylvia

Extended School Year – EL Summer Institute – Education Division

Not to exceed 72 hours instructional pay @ \$35.00 per hour

07/01/2015-08/24/2015

410. Baptiste, Natalie	434. Lechuga, Naomi
411. Bartik, Lisa	435. Liuzzi, Karen
412. Beitz, Kathy	436. Lynch, Kim
413. Berrest, Stacy	437. Manzotti, Maria
414. Blanco, Sylvia	438. McGaffin, Jan
415. Brannam, Andrea	439. McKeon, Sarah
416. Callier, Kathryn	440. Moros, Amanda
417. Cantoran, Rene	441. Murphy, Jodi
418. Carter, Thomas	442. O'Connor, Colleen
419. Chambers, Amanda	443. O'Husky, Carrie
420. Fermin, Cara	444. Reardon, Lisa
421. Finman, Marie	445. Salazar, Arleen
422. Foster, Karin	446. Sandoval, Yohanna
423. Frazier, Scheavonna	447. Schertzer, Kristen
424. Gerbracht, Sarah	448. Schlicht, Shannon
425. Gonzalez, Jamie	449. Smirl, Melena
426. Guerra, Mary	450. Stratford, Diana
427. Hanley, Kim	451. Sweeney, Lorena
428. Hermann, Brooke	452. Unzueta, Gabrielle
429. Hinkelman, Allison	453. Vargas, Ricardo
430. Jacobs, James	454. Villalba, Fernanda
431. Jones, Lindsay	455. Vu, Kim
432. Koch, Carisa	456. Winters, Randi
433. Langsdorf, Nicholas	457. Zamora, Sylvia

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 12, 2015
Certificated Employees

APPROVE SUMMER SCHOOL (Cont'd)

Extended School Year – EL Summer Institute Administrator – Education Division

Not to exceed 72 hours instructional pay @ \$55.00 per hour
07/01/2015-08/24/2015

458. Barrosa, Maria	463. Orloff, Kristin
459. Brosamer, Brian	464. Portillo, Christina
460. Hoffacker-Harvey, Heidi	465. Schertzer, Kristen
461. Kraft, Paul	466. Shea, Dawn
462. Murphy, Orla	467. Snedeker, Meaghan

Extended School Year – Moderate/Severe Instructional Services – Special Education

Not to exceed 3 hours instructional pay @ \$35.00 per hour
07/01/2015-07/28/2015

468. Gonzalez, Shari

Extended School Year – Administrator – Special Education

Not to exceed 3 hours instructional pay @ \$55.00
07/01/2015-07/28/2015

469. Dore, Judy

APPROVE ADDITIONAL ASSIGNMENTS

Curriculum Planning – Ladera Ranch Elem

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
08/25/2015-09/18/2015

470. Conover, Nancy	472. Keith, Brooks
471. Iverson, Brandye	473. Torres, Jennifer

ELD Training – Marco Forster MS

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
06/04/2015

474. White, Laura

Site Support – Niguel Hills MS

Not to exceed 2 additional days @ daily per diem rate of \$269.41 per day
06/05/2015-06/18/2015

475. Snedeker, Meaghan

Saturday School – Dana Hills High School

Not to exceed 4 hours instructional pay @ \$30.00 per hour
06/13/2015-06/22/2015

476. Stinson, Rick

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 12, 2015
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

After School Tutorial – San Clemente HS

Not to exceed 275 hours instructional pay @ \$35.00 per hour
08/25/2015-06/10/2016

- | | |
|------------------------|------------------------|
| 477. Cain, Joshua | 481. Nguyen, Dang |
| 478. Crapo, Mary | 482. O'Rourke, Patrick |
| 479. Dimperio, Kristen | 483. Shick, Allison |
| 480. Jobst, Shelly | 484. Willey, Elizabeth |

To Attend & Participate in Collaborative Common Interim Assessment Workshop – Education Division

Not to exceed 9.5 hours non-instructional pay @ \$30.00 per hour
06/01/2015-06/20/2015

- | | |
|------------------------|-----------------------|
| 485. Bennett, Kati | 491. Stirtz, Gail |
| 486. Glassen, Nina | 492. Gerhard, Kendra |
| 487. Hauschild, Wendie | 493. Jacques, Heather |
| 488. O'Leary, Darla | 494. Boland, Mary |
| 489. Roach, Christine | 495. Graham, Jocelyn |
| 490. Simpson, Lori | |

UC Honor Courses – Education Division

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
06/22/2015-07/22/2015

- | | |
|---------------------|------------------------|
| 496. Bennett, Katie | 497. Chamberlain, Dave |
|---------------------|------------------------|

UC Honor Courses – Education Division

Not to exceed 15 hours non-instructional pay @ \$55.00 per hour
06/22/2015-07/22/2015

498. McNamara, Sean

Progressive Discipline Task Force – Education Division

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
05/27/2015-06/15/2015

- | | |
|-------------------------|--------------------------|
| 499. Beninga, Rita | 506. Johnson, R. Carter |
| 500. Berrest, Stacy | 507. Moothart, Susie |
| 501. Cantaussi, Angela | 508. Procter, Michelle |
| 502. Godinez, Renee | 509. Sandoval, Yohana |
| 503. Gorney, Deborah | 510. Smith, Jolene |
| 504. Higginson, Patrick | 511. Washington, Melissa |
| 505. Jacobs, James | |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 12, 2015
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
512. Alizadeh, Lisa	Department Chair, Foreign Language	San Clemente HS	\$ 4,489.00	02/02/2015- 06/22/2015
513. Bartlett, Stephanie	ASB Advisor, Elementary-50%	Benedict Elem	\$ 673.50	08/21/2015- 01/21/2016
514. Beckeley-Sybirski, Shannon	Newspaper Advisor, HS Annual, HS	Tesoro HS	\$ 3,591.00 \$ 3,591.00	08/25/2015- 06/09/2016
515. Beukema, John	Advisor/Mock Trial	Tesoro HS	\$ 1,122.00	08/25/2015- 06/09/2016
516. Boes, Alisan	Department Chair, Math	Tesoro HS	\$ 4,489.00	08/25/2015- 06/09/2016
517. Crandall, Lori	ASB Advisor, Elementary-50%	Benedict Elem	\$ 673.50	01/22/2016- 06/10/2016
518. DesPalmer, Cheryl	Drama, HS	Tesoro HS	\$ 3,591.00	08/25/2015- 06/09/2016
519. DiSomma, Alyssa	California Schools Federation	Tesoro HS	\$ 1,347.00	08/25/2015- 06/09/2016
520. Engelken, April	Department Chair, SpEd	Tesoro HS	\$ 4,489.00	08/25/2015- 06/09/2016
521. Gipe, John	Department Chair, PE	Tesoro HS	\$ 4,489.00	08/25/2015- 06/09/2016
522. Hallam, John	Department Chair, Fine Arts	Tesoro HS	\$ 4,489.00	08/25/2015- 06/09/2016
523. Hancock, Keith	Choral, High School	Tesoro HS	\$ 3,591.00	08/25/2015- 06/09/2016
524. Harnett, Colleen	National Honor Society	Tesoro HS	\$ 1,347.00	08/25/2015- 06/09/2016
525. Kuhn, Steve	Department Chair. Electives	Newhart MS	\$ 611.00	05/01/2015- 06/19/2015
526. Langley, Susan	ASB Advisor, Elementary-50%	Oso Grande Elem	\$ 673.50	08/21/2015- 06/10/2016
527. Lee, McCall	ASB Advisor, Elementary	Oak Grove Elem	\$ 1,347.00	08/21/2015- 06/10/2016
528. Magana, Andy	Jazz Band, HS	Tesoro HS	\$ 2,244.00	08/25/2015- 06/09/2016
529. Mednick, Melissa	ASB Advisor, Elementary-50%	Oso Grande Elem	\$ 673.50	08/21/2015- 06/10/2016
530. Migge, Christina	Department Chair, Science	Tesoro HS	\$ 4,489.00	08/25/2015- 06/09/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

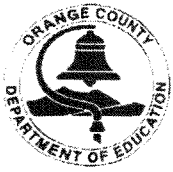
Personnel Activity List Board of Trustees Regular Meeting of August 12, 2015
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
531. Mooney, Mark	Speech Contest	Tesoro HS	\$ 1,122.00	08/25/2015-06/09/2016
532. Nye, Kelli	ASB Advisor, Elementary	Lobo Elem	\$ 1,347.00	08/25/2015-06/09/2016
533. Olinger, Cathy	Orchestra, HS	Tesoro HS	\$ 1,347.00	08/25/2015-06/09/2016
	Marching Band, HS		\$ 4,040.00	
	Auxiliary Band, HS		\$ 2,244.00	01/25/2016-06/09/2016
534. Pellow, Lindsey	Department Chair, Social Science	Newhart MS	\$ 3,142.00	02/02/2015-06/19/2015
535. Picazo, Robert	Department Chair, Social Science	Tesoro HS	\$ 4,489.00	08/25/2015-06/09/2016
536. Ramirez, Gilbert	Athletic Director, Girls'	Tesoro HS	\$ 4,489.00	08/25/2015-06/09/2016
	Athletic Director, Boys'		\$ 4,489.00	
	Safety Equipment		\$ 3,591.00	
537. Stegner, Susan	Department Chair, English	Tesoro HS	\$ 4,489.00	08/25/2015-06/09/2016
538. Wilson, Keith	ASB Advisor, Elementary	Ladera Ranch Elem	\$ 1,347.00	08/25/2015-06/09/2016

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
539. Culbertson, Debra	Personal	2015-2016
540. Gauthier, Karen	Personal	2015-2016
541. Horrigan, Rebecca	Personal	2015-2016
542. Whitaker, Leslie	Personal	2015-2016



2014-2015 Quarterly Report Williams Legislation Uniform Complaints

District: Capistrano Unified School DistrictDistrict Contact: Leona OlsonTitle: Assistant Superintendent, Personnel Services

- ☐ Quarter #1 July 1 to September 30, 2014 **Report due by October 31, 2014**
- ☐ Quarter #2 October 1 to December 31, 2014 **Report due by January 30, 2015**
- ☐ Quarter #3 January 1 to March 31, 2015 **Report due by April 30, 2015**
- ☒ Quarter #4 April 1 to June 30, 2015 **Report due by July 31, 2015**

Check the box that applies:

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancies or Misassignments	0	0	0
Facility Conditions	52	52	0
CAHSEE Intensive Instruction & Services (high schools only)	0	0	0
TOTALS	52	52	0

Name of Superintendent: Kirsten M. Vital

Signature of Superintendent: _____

Date: 8/6/15

Please submit to: Thea Savas
Senior Administrative Assistant EXHIBIT 53
200 Kalmus Drive, B-1000
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 327-1366