

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

REVISED

BOARD OF TRUSTEES
Regular Meeting

May 25, 2016

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 **EXHIBIT A-1**
EXHIBIT A-2

Mark Miller
Attorney – Ernest Bell
Significant Exposure to Litigation – Two Cases
(Pursuant to Government Code § 54956.9(d)(2))

Susan Holliday **EXHIBIT A-3**
Significant Exposure to Litigation – One Case – Student Complaint
(Pursuant to Government Code § 54956.9)

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION **EXHIBIT B-1**
EXHIBIT B-2

Mark Miller
Attorney – Ernest Bell
Significant Exposure to Litigation – Two Cases
OAH Case Number: 2016010119/2016020288
OAH Case Number: 2016050499
(Pursuant to Government Code § 54956.9(d)(1))

C. CONFERENCE WITH LABOR NEGOTIATORS

Kirsten M. Vital/Clark Hampton
Employee Organizations:
1) Capistrano Unified Education Association (CUEA)
2) California School Employees Association (CSEA)
3) Teamsters
4) Unrepresented Employees (CUMA)
(Pursuant to Government Code § 54957.6)

D. STUDENT EXPULSIONS **EXHIBIT D-1**
EXHIBIT D-2

Deliberations of Findings of Fact and Recommendations
Case Number: 2016-032
Case Number: 2016-033

E. PUBLIC EMPLOYMENT AND EVALUATION OF PERFORMANCE

Superintendent
Deputy Superintendent
(Pursuant to Government Code § 54957(b))

PUBLIC HEARINGS:

Agenda Item 1: Instructional Materials Recommended for Adoption: Elementary Language Arts, Mandarin Immersion Program, Grade 3-4.

Agenda Item 2: Instructional Materials Recommended for Adoption: Secondary World Language, Grade 9-12.

Agenda Item 3: Instructional Materials Recommended for Adoption: Secondary Science, Grade 10-12.

Agenda Item 4: Instructional Materials Recommended for Adoption: Secondary Math, Grade 11-12.

Agenda Item 5: Instructional Materials Recommended for Adoption: Elementary Language Arts, Mandarin Immersion Program, Grade K-5.

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.

*Trustee Martha McNicholas, will be teleconferencing into the meeting from the following location:
Courtyard Denver Tech Center, 6565 S. Boston St., Greenwood Village, CO 80111*

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Celebration of Employee Anniversaries

30 Years of Service

Jayne Martin, Principal

Kathleen Plambeck, Teacher

Jeffrey Signer, Teacher

Kellee Sundin, Teacher

Steven Yancey, Teacher

Carmen Alvarez, Bilingual Community Service Liaison

Deanna Maass, Teacher

Susan Rice, Teacher

Ivonne Sims, Teacher

Nancy Williamson, Teacher

Toni Zemel, Food Service Cashier

20 Years of Service

Linda Boyer, Accounting Technician II

Brett Ellison, Psychologist

Tracy Kerins, Speech Pathologist

Valerie Rigg, Independence Facilitator

Rodney Turner, Grounds Equipment Operator

Ruben Casas, Custodian II

Marcy Hamilton, Teacher

Rosalia Koba, Counselor

Hannah Robert, School Bus Driver

Learning in Capo Spotlight

Innovation in Learning: Career pathways to academic and career success. The District's Career and Technical Education (CTE) program offers high school students 28 career pathway opportunities providing the knowledge and skills for students to be prepared for college and careers in high-demand and high-wage industries.

Extra Miler

Brooke Valderrama, Activities Director from San Juan Hills High School is recognized as an "Extra Miler" for her dedication to the safety of the students at San Juan Hills High School.

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

PUBLIC HEARINGS

- 1. PUBLIC HEARING: INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: ELEMENTARY LANGUAGE ARTS, MANDARIN IMMERSION PROGRAM, GRADE 3-4:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials for elementary language arts, Mandarin Immersion program, grade 3-4.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

- 2. PUBLIC HEARING: INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY WORLD LANGUAGE, GRADE 9-12:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials for secondary World Language, grade 9-12.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

- 3. PUBLIC HEARING: INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY SCIENCE, GRADE 10-12:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials for secondary science, grade 10-12.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

- 4. PUBLIC HEARING: INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY MATHEMATICS, GRADE 11-12:** INFORMATION/
DISCUSSION

The Board will conduct a public hearing on instructional materials for secondary mathematics, grade 11-12.

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

options for all students.

Contact: Susan Holliday, Assistant Superintendent, Education Services

Staff Recommendation

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

5. PUBLIC HEARING: INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: ELEMENTARY LANGUAGE ARTS, MANDARIN IMMERSION PROGRAM, GRADE K-5: INFORMATION/ DISCUSSION

The Board will conduct a public hearing on instructional materials for Elementary Language Arts, Mandarin Immersion Program, Grade K-5.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

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.

BUSINESS AND SUPPORT SERVICES

6. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS: Page 1 EXHIBIT 6

Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The exhibit shows ten new agreements totaling \$162,860.15, five amendment ratifications to existing agreements totaling \$76,895, and one extension totaling \$150,000. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

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

7. AGREEMENTS FOR CONSULTANT SERVICES – MALACHIED, INC., DBA THE BREAKTHROUGH COACH: Page 57 EXHIBIT 7

Approval of the Agreements for Consultant Services with Malachied, Inc., DBA The Breakthrough Coach to provide professional development for District leaders. These agreements cover services for one two-day conference on October 24 and 25, 2016 and one one-day conference on October 28, 2016. The contractor will provide services at the rates indicated in the agreements, paid by the general fund depending on the services requested.

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

8. **FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT FACILITIES USE AGREEMENT, CITY OF LAGUNA NIGUEL:** Page 67
EXHIBIT 8
 Approval of Amendment No. 1 to the Amended and Restated Joint Facilities Use Agreement, City of Laguna Niguel at Crown Valley Elementary School (CVES). Approval of this Amended and Restated Agreement allows the City of Laguna Niguel continued use, operation and maintenance of the Ball Fields, and the Upper Field for youth sports activities, and to provide for the refurbishment and conversion of two tennis courts located at CVES to a Pickleball facility. The original agreement term of 50 years commencing November 1, 1994, will remain the same. The proposed Amended and Restated Agreement has been previously reviewed and approved by the District's legal counsel.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
9. **AWARD BID NO. 1516-21, BERGESON ELEMENTARY SCHOOL RELOCATABLE CLASSROOM PROJECT – R. JENSEN CO., INC.:** Page 71
EXHIBIT 9
 Approval of the Award of Bid No. 1516-21, Bergeson Elementary School Relocatable Classroom Project to R. Jensen Co., Inc. Two bids were received and opened on, April 15, 2016 which were R. Jensen Co., Inc. and Aghapy Group Incorporated listed in Exhibit A. The bidder submitting the lowest base price was used to determine the lowest responsive bidder, at \$391,000. This project will be funded by Developer Fees.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
10. **AWARD BID NO. 1516-24, SERVICE TO COLLECT, RECYCLE, AND DISPOSE OF SOLID WASTE DISTRICTWIDE - CR&R, INC.:** Page 102
EXHIBIT 10
 Approval of the Award of Bid No. 1516-24, Service to Collect, Recycle, and Dispose of Solid Waste Districtwide to CR&R, Inc. Two bids were received and opened on Monday, April 18, 2016 which includes CR&R, Inc. and Waste Management, as listed in Exhibit A. The bidder offering the most services at the lowest prices was used to determine the lowest responsive bidder. This bid is awarded on an all-or-nothing basis to the lowest responsive bidder, CR&R, Inc. The initial contract term is July 1, 2016 through June 30, 2017 and may be extended by mutual agreement with Board approval, for a total term not-to-exceed five years. Annual expenditures under this contract are estimated to be \$200,000 funded by the general fund. Actual expenditures will be dependent on the availability of funds and needs of the District.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
11. **AWARD OF REQUEST FOR PROPOSAL NO. 1-1617, E-RATE MULTIPLE CATEGORIES TO MULTIPLE VENDORS:**
 Approval of the Award of Request for Proposal No. 1-1516, E-Rate Multiple Categories to multiple vendors. The awarded vendors were selected based on criteria specified in the Request for Proposal No. 1-1617 (RFP) documents. The District is seeking to procure telecommunications services and purchase additional wireless access points, routers, switches, and controllers to support the adoption of mobile technologies and the implementation of Smarter Balanced Assessments. All contracts will be subject to the limitations enumerated in the RFP documents, including, but not limited to, availability of E-Rate funding and appropriation by the Board for Fiscal Year 2016-2017. Subject to such limitations, purchases of equipment and services awarded to the winning bidders will begin on or after July 1, 2016 for an initial period of one-year with two one-year renewal periods, at the option of the Board. The total estimated fiscal impact for all categories before any E-Rate discounts is \$4.5 million, of which the District is anticipated to fund 49 percent or an estimated \$2.3 million. The projects will be funded by a combination of permitted CFD funds, Developer Fees, and the general fund. Due to the size of

the contracts and award, the documentation will be posted online on the District Board Agendas and Supporting Documentation page. The proposals, evaluation criteria and rating sheets are available in the Purchasing Department for review.

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

- 12. CHARTER FACILITIES AGREEMENT FOR 2016-2017, ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS:** Page 124
EXHIBIT 12

Approval of Charter Facilities Agreement with Orange County Academy of Sciences and Arts (Charter School) to enter into an in-lieu arrangement where the Charter School will occupy the lower portion at Crown Valley Elementary School starting the 2016-2017 school year. Terms of this agreement include the use of the space described and depicted in Exhibit A for a term of one year July 1, 2016 to June 30, 2017. Facility use payments will be calculated at \$6.62 per square foot of 11,040 of building space for a total of \$73,084 for one year or \$6,090 per month for twelve months. This rate is based on an 80/20 percent split of in-District/out-of-District students. In the event the Charter School provides evidence that all of its students are in-District students, in a format reasonably acceptable to the District, the per square foot rate will be reduced to \$4.52 starting in the month following such documentation being provided to the District. Additionally, Orange County Academy of Sciences and Arts will be responsible for 100 percent of all utilities services during the applicable years. The proposed agreement has been reviewed and approved by the District's legal counsel.

Contact: *Clark Hampton, Deputy Superintendent, Business and Support Services*
- 13. COMMERCIAL SERVICE AGREEMENT – COX COMMUNICATIONS CALIFORNIA, LLC:** Page 140
EXHIBIT 13

Approval of Commercial Service Agreement with Cox Communications California, LLC. Technical Services is currently in the process of upgrading the District's aging analogue telephone infrastructure. In order to continue moving forward with this transition, additional Primary Rate Interfaces (PRI) are needed. With the addition of each digital PRI, and completed transition from the associated analogue counterparts, it is our goal to remain cost neutral. A total of four digital PRIs will be required to complete this project. Any future PRI purchases will be presented on an as-needed basis. The initial contract term is from June 30, 2016 through June 30, 2019. Annual expenditures under this contract are limited to \$4,800 funded by the general fund.

Contact: *Clark Hampton, Deputy Superintendent, Business and Support Services*
- 14. DONATION OF FUNDS AND EQUIPMENT:** Page 143
EXHIBIT 14

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$81,953.33 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash have no financial impact on the budget. The District does not guarantee maintenance of items or the expenditure of any District funds for continued use.

Contact: *Clark Hampton, Deputy Superintendent, Business and Support Services*
- 15. AWARD BID NO. 1516-26, TIJERAS CREEK ELEMENTARY SCHOOL ROOF REPLACEMENT AND EXTERIOR PAINTING – STATES LINK CONSTRUCTION, INC.:**

Approval of the Award of Bid No. 1516-26, Tijeras Creek Elementary School Roof Replacement and Exterior Painting to States Link Construction, Inc. Two bids were received and opened on April 26, 2016, which include Keystone Builders and States Link Construction, Inc. The bidder offering lowest total project price was used to determine the lowest responsive bidder, States Link Construction, Inc. for

\$1,283,500, funded by Community Facilities District funds from CFD No. 94-1. Due to the size of the supporting documentation, all documents will be posted online on the District Board Agendas and Supporting Documentation page.

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

16. EXTENDED-SCHOOL-YEAR PROPOSAL FOR 2017:

Approval of the proposed 2017 Extended-School-Year (ESY) program. California Code of Regulations § 3043, Title 5, establishes that ESY services shall be provided for each individual with exceptional needs who requires special education and related services beyond the regular academic year. A student is eligible for ESY if it is determined by the Individualized Education Program team that interruption of the pupil's educational programming may cause regression, when coupled with limited recoupment capacity, rendering it impossible or unlikely the pupil will attain the level of self-sufficiency and independence that would otherwise be expected in view of his or her disability. For 2017, staff is recommending a 19-day program from June 12, 2017 through July 7, 2017 for ESY students. The proposed ESY classes will be offered at three elementary schools, one middle school, one high school, and one adult transition center, and will serve approximately 850 students. The total cost of the special education ESY program is approximately \$1,600,000.

Contact: *Mark Miller, Assistant Superintendent, SELPA, Special Education Services*

17. LEGISLATIVE MANAGEMENT TERMS, CONDITIONS AND PRICING SUBSCRIPTION – ACCELA, INC.:

Page 144

EXHIBIT 17

Approval of the Legislative Management – Terms, Conditions and Pricing subscription with Accela, Inc. to provide government meeting management software. This agreement is for a term beginning May 2016 through April 30, 2017, with renewals at the option of the Board. The contractor will provide the software, training, and related services at the rate of \$1,000 per month paid from the general fund. The expenditures under this contract are estimated to be approximately \$12,000.

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

18. MAINTENANCE AND SUPPORT RENEWAL – AUREA, INC.:

Page 147

EXHIBIT 18

Approval of the Maintenance and Support Renewal with Aurea, Inc., which is the new name for the Lyris email Listserv District sites use to communicate with community members. The contract term is from July 1, 2016 through June 30, 2017. Annual expenditures under this contract are limited to \$3,600 funded by the general fund.

Contact: *Ryan Burris, Public Information Officer*

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

Page 149

EXHIBIT 19

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 \$8,951,884.86 and the commercial warrants total \$7,342,309. 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 warrants, by vendor, exceeding \$250,000.

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

20. **SCHOOLMESSENGER RENEWAL AUTHORIZATION – RELIANCE COMMUNICATIONS, LLC.:** Page 191
EXHIBIT 20
Approval of the SchoolMessenger Renewal Authorization with Reliance Communications, LLC. District and site administration utilize SchoolMessenger to send e-mails and automated phone calls to parents/guardians of students. It is used in cases of emergency as well as for informational items. The contract term is from August 1, 2016 through July 31, 2017. Annual expenditures under this contract are estimated to be \$83,052.80 funded by the general fund.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
21. **SERVER LEASE AGREEMENT – IDEAL COMPUTER SERVICES, INC.:** Page 193
EXHIBIT 21
Approval of the Server Lease Agreement with IDEAL Computer Services, Inc. for the purpose of maintaining an existing HP3000 server and adding a new HP3000 server. The current server houses our QSS data including Business Services and Human Resources programs and data. The server started experiencing failures causing immediate concerns; therefore, a new server was added to the existing server and maintenance contract. The initial contract term is from June 1, 2016 through May 31, 2017. Annual expenditures under this contract are limited to \$13,932 funded by the general fund.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
22. **SERVICE AGREEMENT - BRIGHTBYTES, INCORPORATED:** Page 200
EXHIBIT 22
Approval of the Service Agreement with BrightBytes, Inc. for the purposes of gathering data from parents, students and teachers regarding digital literacy. The initial contract term is from June 30, 2016 through June 30, 2017. Annual expenditures under this contract are limited to \$75,103.77 funded by the general fund.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
23. **SPECIAL EDUCATION SETTLEMENT AGREEMENTS:**
Approval of the ratification of special education Settlement Agreement Case #2015100409, Settlement Agreement Case #2015100915, Settlement Agreement Case #2015120782, Settlement Agreement Case #2016030067, Settlement Agreement Case #2016030215, Informal Dispute Resolution Case #20160302 and Informal Dispute Resolution Case #20160317. Due to the confidential nature of the agreements, supporting information is provided to Trustees under separate cover. Expenditures under these agreements are limited to \$50,825 funded by special education funds.
Contact: Mark Miller, Assistant Superintendent, SELPA, Special Education Services
24. **ORANGE COUNTY DEPARTMENT OF EDUCATION THIRD QUARTER REPORT – WILLIAMS SETTLEMENT LEGISLATION:** Page 205
EXHIBIT 24
Acceptance of Williams Settlement Legislation Orange County Department of Education (OCDE) Third Quarter Report. Education Code § 1240(2) (H) requires OCDE to report activity completed for identified schools in deciles 1-3 each quarter. Furthermore, the law requires the report be provided to the Board of Trustees at a regularly scheduled public meeting each quarter.
Contact: Gordon Amerson, Assistant Superintendent, Human Resource Services

CURRICULUM AND INSTRUCTION

25. **AGREEMENT NO. 42631 FOR QUALITY RATING AND IMPROVEMENT SYSTEM OF EARLY EDUCATION PROGRAMS WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 207
EXHIBIT 25
Approval of Agreement No. 42631 Quality Rating and Improvement System Block Grant (QRIS) for continuous quality improvement of early education programs. This is based on a tiered rating structure that provides supports and incentives for the State early childhood program to reach higher levels of quality. The maximum grant funds provide the Early Childhood Programs \$154,200 of additional funding for the California State Preschool Program. This agreement provides services from July 1, 2015 to September 30, 2016 related to preschool age children to improve early childhood development and school readiness services.
Contact: Susan Holliday, Assistant Superintendent, Education Services
26. **DELETION OF BOARD POLICY 6164.6, IDENTIFICATION AND EDUCATION UNDER SECTION 504:** Page 250
EXHIBIT 26
In the process of updating Board Policy 5181, *Section 504 of the Rehabilitation Act Nondiscrimination for Students with Disabilities*, staff discovered that a secondary policy regarding 504s existed, Board Policy 6164.6, *Identification and Education Under Section 504*. Board Policy 6164.6 contains much of the same language outlined in Board Policy 5181. Staff is recommending to Trustees to remove Board Policy 6164.6 as much of the language is covered in BP 5181 and will also be addressed in future Administrative Regulations.
Contact: Susan Holliday, Assistant Superintendent, Education Services
27. **BROADENING THE COURSE OF STUDY – NEW SECONDARY COURSES:** Page 252
EXHIBIT 27
Approval of broadening the Course of Study: New Secondary Courses. The following high school courses are proposed for the 2016-2017 course catalog in accordance with Board Policy 6143, *Course of Study*. The course proposal includes three Career Technical Education courses. Upon approval, these courses will be offered beginning in the 2016-2017 school year.
Contact: Susan Holliday, Assistant Superintendent, Education Services

HUMAN RESOURCE SERVICES

28. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 254
EXHIBIT 28
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.
Contact: Gordon Amerson, Assistant Superintendent, Human Resource Services
29. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 260
EXHIBIT 29
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.
Contact: Gordon Amerson, Assistant Superintendent, Human Resource Services

GENERAL FUNCTIONS

30. SCHOOL BOARD MINUTES:

Approval of the minutes for the March 16, 2016 Board Workshop.

Contact: *Colleen Hayes, Manager IV, Superintendent's Office*

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EXHIBIT 30

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Sorensen	_____	Trustee McNicholas	_____
Trustee Alpay	_____	Trustee Pritchard	_____
Trustee Hatton-Hodson	_____	Trustee Reardon	_____
Trustee Jones	_____	Trustee Hanacek	_____

DISCUSSION ACTION ITEMS

31. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: DISCUSSION/ ELEMENTARY LANGUAGE ARTS, MANDARIN IMMERSION ACTION PROGRAM, GRADE 3-4:

A teacher committee has recommended the adoption of *Where the Mountain Meets the Moon* written by Grace Lin, published by Little Brown and Company ©2009 and *Starry River of the Sky* written by Grace Lin, published by Little Brown and Company ©2012 as supplemental resources for English Language Arts/Chinese Culture in grade 3 and 4 for the Mandarin Immersion Program. These materials have been approved by the Instructional Materials Review Committee. These titles would be adopted for an eight-year period. Site funds would be used for the purchase of these materials. Estimated cost to purchase these materials would be approximately \$300 for a class set of 30 copies, per title.

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, Assistant Superintendent, Education Services*

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *Where the Mountain Meets the Moon* written by Grace Lin, published by Little Brown and Company ©2009 and *Starry River of the Sky* written by Grace Lin, published by Little Brown and Company ©2012 as supplemental resources for English Language Arts/Chinese Culture in grade 3 and 4 for the Mandarin Immersion Program.

Motion by _____ Seconded by _____

32. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: DISCUSSION/ SECONDARY WORLD LANGUAGE, GRADE 9-12: ACTION

A teacher committee has recommended the adoption of *Happy Chinese, Levels I, II and III*, Cengage Learning ©2003 as supplemental resources for Chinese I and II, grade 9-12. These materials have been approved by the Instructional Materials Review Committee. They would be adopted for an eight-year period. Site funds would be used for the purchase of these materials. Estimated cost would be approximately \$400.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *Happy Chinese, Levels I, II and III*, Cengage Learning ©2003 as supplemental resources for Chinese I and II, grade 9-12.

Motion by _____ Seconded by _____

33. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY WORLD LANGUAGE, GRADE 9-12: DISCUSSION/
ACTION

A teacher committee has recommended the adoption of *Denk Mal*, Vista Higher Learning ©2016 for AP German & German V, grade 9-12. This title has been approved by the Instructional Materials Review Committee. It would be adopted for an eight-year period. District Lottery funds would be used for the purchase of these materials. Estimated cost to purchase these materials would be \$8,500.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *Denk Mal*, Vista Higher Learning ©2016 for AP German & German V, grade 9-12.

Motion by _____ Seconded by _____

34. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: SECONDARY WORLD LANGUAGE, GRADE 9-12: DISCUSSION/
ACTION

A teacher committee has recommended the adoption of *Fritz Abenteuer in Amerika*, written by Fabiola Canale, Teacher's Discovery ©2009 and *Briefe an Susie*, written by Fabiola Canale, Teacher's Discovery ©2010 as supplemental readers for German I and II, grade 9-12. These materials have been approved by the Instructional Materials Review Committee. They would be adopted for an eight-year period. Site funds would be used for the purchase of these materials. Estimated cost would be approximately \$300 for a class set of 35 copies, per title.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *Fritz Abenteuer in Amerika*, written by Fabiola Canale, Teacher's Discovery ©2009 and *Briefe an Susie*, written by Fabiola Canale, Teacher's Discovery ©2010 as supplemental readers for German I and II, grade 9-12.

Motion by _____ Seconded by _____

**35. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: DISCUSSION/
SECONDARY SCIENCE, GRADES 10-12: ACTION**

A teacher committee has recommended the adoption of *Active Physics: A Project-based Inquiry Approach, 3rd edition*, It's About Time ©2010 as a supplemental resource for Physics & Conceptual Physics, grades 10-12. This title has been approved by the Instructional Materials Review Committee. It would be adopted for an eight-year period. Site funds would be used for the purchase of this title. Current cost for a class set of 35 books would be approximately \$3,650.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *Active Physics: A Project-based Inquiry Approach, 3rd edition*, It's About Time ©2010 as a supplemental resource for Physics & Conceptual Physics, grades 10-12.

Motion by _____ Seconded by _____

**36. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: DISCUSSION/
SECONDARY MATHEMATICS, GRADE 11-12: ACTION**

A teacher committee has recommended the adoption of *Mathematical Studies SL: Mathematics for the International Student, 3rd edition*, Haese Mathematics ©2012, for the International Baccalaureate program, IB Math Studies, grade 11-12. This title has been approved by the Instructional Materials Review Committee. It would be adopted for an eight-year period. District Lottery funds would be used for this purchase. Estimated cost would be \$3,660.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *Mathematical Studies SL: Mathematics for the International Student, 3rd edition*, Haese Mathematics ©2012, for the International Baccalaureate program, IB Math Studies, grade 11-12.

Motion by _____ Seconded by _____

**37. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: DISCUSSION/
ELEMENTARY LANGUAGE ARTS, MANDARIN IMMERSION ACTION
PROGRAM, GRADE K-5:**

A teacher committee has recommended the adoption of *MeiZhou Chinese*, MZHY Editors Group ©2007-2014 for the Chinese Language Arts, Mandarin Immersion Program in grade K - 5. These materials have been approved by the Instructional Materials Review Committee. This program would be adopted for an eight-year period. District Lottery funds would be used for the purchase of these materials. Estimated cost to purchase these materials would be \$7,300.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the adoption of *MeiZhou Chinese*, MZHY Editors Group ©2007-2014 for the Chinese Language Arts, Mandarin Immersion Program in grade K - 5.

Motion by _____ Seconded by _____

38. FOURTH READING – REVISIONS TO BOARD POLICY 5165.1, IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY:

Legal changes necessitate revisions to BP 5165.1, *Immunization Requirements for School Entry*, to comply with State and Federal laws. Senate Bill 277 repeals the personal belief exemption from immunization. In accordance with the law, the District will no longer be able to enroll students without the required vaccinations unless the family submits a medical exemption from a licensed physician. The law also notes the allowable temporary and permanent exemptions from immunization. Additional revisions requested by Trustees during the third reading of this item have been made. Changes are underlined; deletions are struck through.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Board Policy 5165.1, *Immunization Requirements for School Entry*.

Motion by _____ Seconded by _____

39. FIRST READING – REVISIONS TO BOARD POLICY 5121.1, GRADES/EVALUATION OF STUDENT ACHIEVEMENT:

Per Trustee request, at the April 27, 2016 Board meeting, staff is bringing forward Board Policy 5121.1, *Grades/Evaluation of Student Achievement*, for feedback and guidance on updating existing policy language.

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, Assistant Superintendent, Education Services

Staff Recommendation

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

DISCUSSION/
ACTION

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EXHIBIT 38

INFORMATION/
DISCUSSION

Page 275

EXHIBIT 39

40. TRUSTEE REQUEST TO RECONSIDER REVISIONS TO BOARD POLICY 5111.5, LANGUAGE IMMERSION AND INTERNATIONAL BACCALAUREATE ADMISSIONS:

DISCUSSION/
ACTION

This Agenda Item is to discuss whether or not the Board of Trustees will reconsider at a future Board meeting, a discussion of item Revisions Board Policy 5111.5, *Language Immersion and International Baccalaureate Admissions*

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: Kirsten M. Vital, Superintendent

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the reconsideration of item Revisions to Board Policy 5111.5, *Language Immersion and International Baccalaureate Admissions* at a future Board meeting.

Motion by _____ Seconded by _____

41. BOARD ACTION TO APPROVE THE 2017-2018 SCHOOL CALENDAR:

DISCUSSION/
ACTION

At the May 11, 2016 Board meeting Trustees were updated on the process by which the Calendar Committee engaged the community and stakeholders in the calendar development process. The Calendar Committee is proposing three options for the 2017-2018 School Calendar for approval. In addition, staff is asking the Board to approve the same model for the 2018-2019 and 2019-2020 school years. The Calendar Committee utilizes the following criteria in making recommendations for school calendars: The calendar should support the educational purpose of the District; student holidays, aside from legal holidays, should be minimized and placed strategically to optimize learning; to the extent possible, the calendar should follow a consistent pattern from year-to-year so teachers can plan for instruction and families can make long-range plans. While we are not recommending Option D, it is being provided at the Calendar Committees request.

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EXHIBIT 41

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, Assistant Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve Option B of the 2017-2018 school calendar and a 2018-19 and 2019-20 school calendar using the same model.

Motion by _____ Seconded by _____

- 42. RECOMMENDATION OF REVISED MANAGEMENT, SUPERVISORY, CONFIDENTIAL SALARY SCHEDULE:** DISCUSSION/
ACTION
Page 283
EXHIBIT 42
- The purpose of this agenda item is to seek approval of the revised Management, Supervisory, Confidential salary schedule. Approval of this revised salary schedule will restructure management salaries to be equivalent to an overall 4 percent off schedule salary increase effective July 1, 2016 through June 30, 2017 and an overall 4.67 percent ongoing increase effective July 1, 2016 with no adjustment for health and welfare costs. This increase also uses one time savings from starting the implementation on July 1, 2016 rather than July 1, 2015. Costs have been included within the 2016-2017 operational budget and multi-year projections. The total estimated fiscal impact of this salary adjustment is approximately \$1,100,000 in ongoing costs plus \$1,968,000 in one-time costs. The amount of total funding for this change is equivalent to what was negotiated with California School Employees Association (CSEA), Capistrano Unified Education Association (CUEA) and Teamsters.
- CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.***
- Contact: Gordon Amerson, Assistant Superintendent, Human Resource Services***
- Staff Recommendation
- It is recommended the Board President recognize Gordon Amerson, Assistant Superintendent, Human Resource Services, to present information on this item and answer any questions Trustees may have.
- Following discussion, it is recommended the Board of Trustees approve the revised Management, Supervisory, Confidential salary schedule for July 1, 2016 – June 30, 2017.
- Motion by _____ Seconded by _____
- 43. FIRST READING – BOARD POLICY 4313, DISCUSSION/
MANAGEMENT/SUPERVISORY/CONFIDENTIAL SERVICE DAYS: ACTION
Page 284
EXHIBIT 43**
- This proposed revision of Board Policy 4313, *Management/Supervisory/Confidential Service Days*, updates this policy to reflect the recommended changes to the certificated and classified management service days as well as the confidential service days. Changes are underlined; deletions are struck through. There is no fiscal impact.
- CUSD WIG 2: Communications – Communicate with, and engage students, parents, employees, and community members in Districtwide and community-specific decisions.***
- Contact: Gordon Amerson, Assistant Superintendent, Human Resource Services***
- Staff Recommendation
- It is recommended the Board President recognize Gordon Amerson, Assistant Superintendent, Human Resource Services, to present information on this item.
- Following discussion, it is recommended the Board of Trustees approve Board Policy 4313, *Management/Supervisory/Confidential Service Days*.
- Motion by _____ Seconded by _____
- 44. FIRST READING – BOARD POLICY 4315, DISCUSSION/
EVALUATION/ACCOUNTABILITY: ACTION
Page 286
EXHIBIT 44**
- This proposed revision of Board Policy 4315, *Evaluation/Accountability*, updates this policy to increase accountability for management, supervisory and confidential employee performance by including language to align to our Capistrano Unified

Education Association (CUEA) contract. In addition, the policy addresses how the evaluation process will support pupil progress, academic achievement and measurable goals and outcomes. Changes are underlined; deletions are struck through. There is no fiscal impact.

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

Contact: Gordon Amerson, Assistant Superintendent, Human Resource Services

Staff Recommendation

It is recommended the Board President recognize Gordon Amerson, Assistant Superintendent, Human Resource Services, to present information on this item.

Following discussion, it is recommended the Board of Trustees approve Board Policy 4315, *Evaluation/Accountability*.

Motion by _____ Seconded by _____

45. FIRST READING – BOARD POLICY 4351, MANAGEMENT COMPENSATION:

This proposed revision of Board Policy 4351, *Management Compensation*, updates this policy to reflect the recommended changes to the certificated and classified Management salary schedules, as well as the confidential salary schedule. These changes are to align the policy with the proposed revised management, supervisory and confidential salary schedule. Changes are underlined; deletions are struck through. There is no fiscal impact.

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

Contact: Gordon Amerson, Assistant Superintendent, Human Resource Services

Staff Recommendation

It is recommended the Board President recognize Gordon Amerson, Assistant Superintendent, Human Resource Services, to present information on this item.

Following discussion, it is recommended the Board of Trustees approve Board Policy 4351, *Management Compensation*.

Motion by _____ Seconded by _____

46. RECOMMENDATION TO APPROVE EMPLOYMENT AGREEMENT – DEPUTY SUPERINTENDENT, BUSINESS AND SUPPORT SERVICES, JULY 1, 2016 – JUNE 30, 2020:

Approval of the Employment Agreement between the District and the Deputy Superintendent, Business and Support Services.

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

Contact: Kirsten Vital, Superintendent

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the *Employment Agreement for the Deputy Superintendent, Business and Support Services*.

DISCUSSION/
ACTION

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EXHIBIT 45

DISCUSSION/
ACTION

Page 291

EXHIBIT 46

47. OPTIONS FOR CONSIDERATION FOR FUTURE FACILITIES FUNDING:

Upon direction from Trustees during the May 18, 2016 Board Workshop staff will bring further information and a timeline for facilities funding options.

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

Contact: Clark Hampton, Deputy Superintendent, Business Services

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

Contact: Ryan Burris, Public Information Officer

Staff Recommendation

It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business 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.

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, JUNE 8, 2016, 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.

MAY 25, 2016 BOARD MEETING
DISTRICT STANDARDIZED

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

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
PSA	151 6251	3	General Fund	Strunwasser & Woocher LLP	Provide Legal Services to the Board of Trustees to Negotiate and Draft the Superintendent's Employment Contract	5/1/2016 to 12/31/2016	\$20,000.00
FSA	151 6252	3	Deferred Maintenance	Mr. Clean Maintenance System	Routine and Usual Maintenance for the Preservation and Protection of Gymnasium Floors at Six High Schools (CVHS, SCHS, THS, ANHS, DHHS & SJHHS)	3/26/16 - upon completion	\$48,610.73
FSA	151 6253	3	Deferred Maintenance	Autolift Services	Remove Existing Wash Bay Structure and Move and Install Existing Rotary 4-Post Vehicle Lift From Existing Wash Bay to New Location	3/19/16- upon completion	\$14,400.00
FSA	151 6254	3	Deferred Maintenance	Tel-Tec Security System	Purchase and Install Security System (16 + Cameras) at Various CUSD Sites	4/15/2016- upon completion	\$45,000.00
FSA	151 6255	3	Deferred Maintenance	Tel-Tec Security System	Remove Two Cameras and Return to CUSD. Relocate, Reset and Refocus Security Cameras at District Office, if Needed	3/6/16 - upon completion	\$5,134.42
FSA	151 6256	3	Deferred Maintenance	Larson Lighting Audio	Provide Sound Reinforcement For Graduation Commencement On June 9, 2016 At DHHS, ANHS, CVHS & SCHS	3/3/16- upon completion	\$16,325.00
PSA	151 6257	2	Deferred Maintenance	Textura Corporation and Subsidiaries	Provide a Comprehensive Web-Based Construction Data Management System for San Juan Hills HS Addition Project	6/1/16 to 6/30/18	\$7,595.00
ICA	151 6258	2	Deferred Maintenance	Forensic Analytical Consulting	Provide Mold and Moisture Analytical Consulting Services	5/1/16 to 6/30/16	\$10,800.00
PSA	151 6259	1	Special Education	Dr. Deborah Budding	Conduct Evaluations for IEPs for CUSD Special Education Students	5/1/16 to 9/30/16	\$5,500.00
PSA	151 6260	2	Deferred Maintenance	Textura Corporation and Subsidiaries	Proposal for a Comprehensive Web-Based Construction Data Management System for San Clemente HS Addition Project	5/1/16 to 6/30/18	\$9,495.00

TOTAL \$162,860.15

AMENDMENTS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
ICA	1213164	2	Title I	Discovery Science Center of Orange County	Provide On-Site Assembly Program	Increase Contract From \$20,000 to \$20,255	\$255.00
PSA	151 6063	2	Title I	Harbottle Law Group	Provide Legal Services for Special Education and General Education	Increase Contract From \$ 100,000 to \$170,000	\$70,000.00
PSA	121 3029	1	Title I	Irma Garcia	Provide Parenting Classes for Parents at Del Obispo Elementary School on Effective Discipline/Parenting Issues	Increase Contract From \$40,000 to \$40,840	\$840.00
PSA	151 6065	2	Title I	Hatch & Cesario	Provide General Legal Services for General Education	Increase Contract From \$10,000 to \$ 15,000	\$5,000.00
PSA	121 3042	2	Title I	Meet the Masters, Incorporated	Provide Services for Meet the Masters Program	Increase Contract From \$75,000 to \$75,800	\$800.00

TOTAL \$ 76,895.00

MAY 25, 2016 BOARD MEETING

DISTRICT STANDARDIZED

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

EXTENSIONS						
TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION
ICA	1213179	1	Title 1	Contemporary Services Corporation	Provide Security Services For Events, such as Graduation	Extend contract term 2/28/16 to 2/27/17
						\$150,000.00

TOTAL: \$150,000.00

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MCA- Master Contract Agreement

FSA - Field Service Agreement

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.

*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 MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of May 26, 2016 ("Effective Date") 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 be referred to as "Party" or collectively as the "Parties".

STRUMWASSER & WOOCHELL LLP

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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, the District Board of Trustees is in need of such special services and advice, specifically the negotiation, drafting, reviewing and other related services regarding the employment contract of the Superintendent for the District, and

WHEREAS, Consultant represents that it is specially trained, experienced, licensed, and competent to perform the special professional 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 herein (hereinafter referred to as "Contracted Services"). Consultant's specific scope of work shall be set forth herein and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$20,000** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is from May 1, 2016 through December 31, 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 selected documents attached to this Agreement, as if such additional terms were fully 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: May 25, 2016

CONSULTANT

Signature: _____
Name: _____
Title: _____
Address: _____

Email Address: _____
FEIN _____

EXHIBIT A
FEE SCHEDULE

Strumwasser & Woocher LLP
c/o Fredric D. Woocher
10940 Wilshire Blvd., Ste. 2000
Los Angeles, CA 90024
fwoocher@strumwooch.com
(310) 576-1233

Hourly Rate of Pay

Senior Partners:	\$525/hour
Junior Partners:	\$450/hour
Senior Associates:	\$375/hour
Junior Associates:	\$325/hour
Paralegals/Analysts:	\$175/hour

It is very important to include either an hourly or daily rate of pay. This is necessary to determine partial payment in the event services cannot be completed.



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 26 day of May 2016, by and between Mr. Clean Maintenance System, 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 estimated to be \$ 48,610.73 the following:
Routine and usual maintenance for the preservation and protection of gymnasium floors at six (6)
high schools. (Capistrano Valley HS, San Clemente HS, Tesoro HS, ANHS HS, Dana Hills HS, &
San Juan Hills HS.
 As described in the attached Exhibit A.
2. The term of the Contract shall begin on March 2, 2016 and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director of Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 3/2/2016
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☒ California State Contractor's License Number _____
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ DIR Registrations No. _____
- ☐
- ☐ 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

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date:

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District

-2

GENERAL CONDITIONS

The following is part of and attachment to the Capistrano Unified School District "Field Services Contract".

1. **EQUIPMENT AND LABOR:** Contractor shall furnish all labor, materials and equipment necessary to complete the project in accordance with the approved plan and/or specifications. Where practical, "Standard Specifications for Public Works Construction" will apply.
2. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the Contractor.
3. **FORCE MAJEURE CLAUSE:** Parties to the contract shall be excused from performance thereunder during the time and to the extent that they were prevented from obtaining or performing by act of "God, fire, strike, loss" or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
4. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.
5. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor shall be subject to the approval of the District, Contractor shall be held responsible for all operations of the subcontractors and shall require them to maintain adequate California Worker's Compensation and appropriate liability insurance.
6. **Senate Bill 854:** Contractor and all subcontractors, if any, shall comply with all applicable provisions of Senate Bill 854 (Stats. 2014, Cir. 28) effective June 20, 2014.
7. **PREVAILING WAGE RATES:** Contractor and subcontractor shall adhere to the prevailing wage rate, and all applicable determinations made by the Director of Industrial Relations pursuant to California Labor Code.
8. **APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code for all apprenticeship occupations.
9. **PAYROLL RECORDS:** Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor, in connection with the public work.

"Making Your World Presentable"

MR. CLEAN

Maintenance Systems

PO Box 31
Colton, CA 92324

Tel: 909.879.1150

Fax: 909.879.1155

www.mrleansystems.com

CA CL#196770

PR 430623

March 2, 2016

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

Re. Gym Floor Maintenance Services

Dear Mr. Vernaza,

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

Our coating service process includes the following:

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

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

Mr. Larry Vernaza
Capistrano Unified School District
Page 2

Gymnasium Floor Maintenance Proposal Continued:

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

Capistrano Valley High School

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

San Clemente High School

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

Tesoro High School

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

Aliso Niguel High School

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

Dana Hills High School

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

San Juan Hills High School

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

Total for all services above: \$48,610.73

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

Sincerely,
Pam Costa
Mr. Clean Maintenance Systems



3/15/16



2



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 26 day of May 2016, by and between Autolift Services, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount estimated to be \$ 14,400.00 the following:
Remove existing wash bay structure and move and install existing rotary 4-post vehicle lift from existing wash bay to new location.
As described in the attached Exhibit A.
2. The term of the Contract shall begin on March 19, 2016 and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director of Transportation or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 3/19/2016
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☒ California State Contractor's License Number _____
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ DIR Registrations No. _____
- ☐ _____
- ☐ 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

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date:

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District

-2



10764 Los Vaqueros Circle
Los Alamitos, CA. 90720
Phone (714) 816-9890
Fax: (714) 816-9899
State Contractor's License: #A-826743
DIR #1000011699

Proposal-Contract

Estimate No: 2070

Date: 3/19/2016

PROPOSAL SUBMITTED TO

CARLOS CHICAS
CAPISTRANO UNIFIED SCHOOL DISTRICT
2B LIBERTY
ALISO VIEJO, CA 92656

We hereby submit specifications and estimates for:

RE: CAPISTRANO USD
OLD/EXISTING WASH BAY REMOVAL AND EXISTING ROTARY 4-POST INSTALLATION

SCOPE OF WORK:

PART I

- DEMO AND REMOVE EXISTING WASH BAY STRUCTURE
- RECYCLE ALL OLD WASH BAY COMPONENTS PER LOCAL, STATE AND EPA GUIDELINES
- CAP OFF EXISTING HIGH VOLTAGE ELECTRICAL TO BE UTILIZED IN NEW LIFT INSTALLATION

PART II

- MOVE AND INSTALL (1) EXISTING ROTARY 4-POST VEHICLE LIFT FROM EXISTING WASH BAY TO NEW LOCATION
- HOOK UP TO EXISTING ELECTRICAL
- HOOK UP TO EXISTING AIR
- ADD OIL TO BLEED, ADJUST AND TEST OPERATE AS NECESSARY

TOTAL WASH BAY RETRO FIT PROJECT

Total

14,400.00

TERMS, CONDITIONS AND EXCLUSIONS:

3. Permits, city license, city fees, city inspections and/or deputy inspections are not included. If city permits/fees/inspections are required to complete the above work, than the direct cost of these items with a 15% mark up along with the time required to obtain them at our current billing rate will be billed as an extra.
4. Clear/unobstructed and ample overhead clearance is the responsibility of the owner/operator.
7. Seismic/Structural/Engineering and/or any requirements beyond normal manufacturers recommended installation procedures is not included. Seismic anchoring (epoxy cement and A-36 steel are extras). "Wet" stamped engineering is an extra.
10. Existing concrete integrity: Level, sound (no cracks and/or deterioration) and ample thickness (per manufacturers requirements) is the responsibility of the owner/purchaser. Any minimum anchor to cold joint edge distance not achieved is the responsibility of the owner/purchaser. Minimum concrete compression strength is 3000 PSI. Owner/purchaser is responsible for existing concrete quality and/or defects that do not meet lift manufacturers guidelines. If required, concrete testing and/or replacement will be billed as an extra.
11. Price quoted is based on normal soil conditions; unusual underground obstruction or soil conditions, such as sand, rock, unstable soil and/or excessive water (requiring dewatering and/or shoring) will incur extra charges.
14. No retention will be allowed.
16. Underground Obstruction Clause: Autolift Services assumes no responsibility for underground obstruction(s) such as but no limited to: sewer lines, water lines, electrical lines, which may be broken under excavation unless we are provided with accurate drawing of said obstruction(s) before job is started. In the event of said obstruction being damaged during excavation; repairs, work stoppage, re-routes and/or alterations (of any kind) will be billed as extra(s). Contacting "Dig Alert" prior to job start and overseeing all utility companies are the responsibility of the owner/general contractor. Owner/general contractor agrees to perform these duties in a timely manner and according to state law.

Payment: NET 30 DAYS

Total

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Comp. Insurance. Attorney's Fees: If any party to this contract resorts to legal action or arbitration to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which it may be entitled. All past due accounts are subject to a 1 1/2% finance charge per month (18% per annum). The purchaser, and/or leasee, agrees that title to merchandise listed herewith shall remain with Autolift Services until the purchase price has been paid in full; purchaser, and/or leasee, agrees to permit removal of said merchandise if the terms and conditions of this agreement have not been met. A 15% re-stocking fee will be enforced on all non-used returned items. Cancellation of this contract will incur a 25% penalty. At the option of the Autolift Services, upon default of any single payment, Autolift Services may declare the entire balance due and payable immediately. Furthermore, the purchaser grants Lien Rights and to sell any stored items to compensate for any past due amounts. Purchaser, agrees to pay all reasonable expenses and attorney fees incurred by Seller in connection with any repossession or sale of the property, or otherwise incurred by reason of Buyer's default as permitted by law. Time is of the essence in this agreement. The terms and conditions of this agreement are subject to the approval of Autolift Services, Inc., Los Alamitos, California. Purchaser understands that seller is a manufacturers distributor and therefore all claims against the merchandise are covered under manufacturers warranty and/or terms and conditions of sale. This is a legal and binding agreement upon approval by Autolift Services, Inc.

Acceptance of Contract The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

AUTHORIZED SIGNATURE:

Chris Woodson

NOTE:

This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____ Date: _____



10764 Los Vaqueros Circle
 Los Alamitos, CA. 90720
 Phone (714) 816-9890
 Fax: (714) 816-9899
 State Contractor's License: #A-826743
 DIR #1000011699

Proposal-Contract

Estimate No:	2070
Date:	3/19/2016

PROPOSAL SUBMITTED TO

CARLOS CHICAS
 CAPISTRANO UNIFIED SCHOOL DISTRICT
 2B LIBERTY
 ALISO VIEJO, CA 92656

We hereby submit specifications and estimates for:

17. Excessive Materials Clause: if the existing equipment is imbedded in solid concrete, and/or slurry sand, additional labor and material charges will be added. Saw cutting, removal, and demolition of concrete slabs beyond 5" is not included. Any unknown sub-surface slabs requiring demolition and removal will be billed as an extra.
18. Limited Access: Designated bay receiving new equipment and/or repairs must be cleaned and clear at the time of job start. Adjacent bays on each side of the construction area must be also clear of any automobiles for construction work to begin. Any delays and/or cleaning of areas will be billed as a extra. Any damage to vehicles and/or equipment not removed from construction area will be the responsibility of the owner/purchaser.
20. Environmental Services: Clean up, removal, documentation, testing, transportation, handling of any contaminated soil and/or fluids other than liquid hydraulic hoist oil inside lift (other than those services provided in the above scope of work except as otherwise noted in proposal).
26. Shimming of columns or runways beyond 1/8".
28. Vehicle Lift Locations: Vehicle lift locations, specifications and layouts shall be approved by purchaser or owner prior to commencing work. Dimensions and weights of vehicles to be services by vehicle lifts shall be the responsibility of the purchaser or owner.
30. All scrap/salvage rights at time of job walk to remain with Autolift Services, Inc., unless otherwise noted.
32. CAL-OSHA requires operator training to fully comply with safety standards. Autolift Services assumes no liability for the use, operation, management, or control of the above ground lifts inspected. Autolift Services can provide operator training at a additional charge.
36. Blueprints, lay-outs and/or "as built" drawing are to be provided by others. Above documents are to accurate and provided to Autolift Services at no charge prior to commencing project.
39. Employee and/or user training. User manuals, safety manuals and vehicle lifting points manual are either contained in the shipping documents or available for a nominal charge. It is the responsibility of the owner/purchaser/employees and operators of this equipment to obtain, read, document, understand and apply all related information contained in these documents prior to using the above listed equipment.
43. Subgrade: Existing sub-grade to be used for new concrete wash bay area. Any alteration of the existing sub-grade will become an extra.
44. Concrete Sealing/Coloring: No concrete sealing and/or concrete color is part of this proposal. If requested and/or required, the associated charges will become extra's.
47. Onsite Facilities: Customer is to provide free access, an unobstructed work area and adequate rest room facilities for the installation crew. Customer is to provide adequate power for the use of power tools, equipment charging, and pipe machines to within 50' of the work area. It is imperative Autolift Services have access to electrical and lighting, for our equipment. If it becomes necessary for Autolift Services to rent generators and/or lighting, it will be billed as an itemized extra. Customer is to provide a lay down area within 50' of the project construction area for equipment and materials storage.
51. Removal of any sludge and/or solid waste from either lift(s), drain line and/or clarifier(s) will be billed as an extra.
52. New pit pumping and sump extraction systems are not included. Connections to clarifiers are not included.
54. Theft and/or property loss: The property owner and purchaser is responsible for security at all construction location(s). Any material and/or equipment delivered to the jobsite become the property of the purchaser and/or owner. Any replacement of stolen property (including but not limited to: equipment, parts, vehicles, construction equipment, tools, etc.) will be made by the purchaser's and/or real property owners expense.

Total

Payment: NET 30 DAYS

Total

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Comp Insurance. Attorney's Fees: If any party to this contract resorts to legal action or arbitration to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which it may be entitled. All past due accounts are subject to a 1 1/2% finance charge per month (18% per annum). The purchaser, and/or leasee, agrees that title to merchandise listed herewith shall remain with Autolift Services until the purchase price has been paid in full; purchaser, and/or leasee, agrees to permit removal of said merchandise if the terms and conditions of this agreement have not been met. A 15% re-stocking fee will be enforced on all non-used returned items. Cancellation of this contract will incur a 25% penalty. At the option of the Autolift Services, upon default of any single payment, Autolift Services may declare the entire balance due and payable immediately. Furthermore, the purchaser grants Lien Rights and to sell any stored items to compensate for any past due amounts. Purchaser, agrees to pay all reasonable expenses and attorney fees incurred by Seller in connection with any repossession or sale of the property, or otherwise incurred by reason of Buyer's default as permitted by law. Time is of the essence in this agreement. The terms and conditions of this agreement are subject to the approval of Autolift Services, Inc., Los Alamitos, California. Purchaser understands that seller is a manufacturers distributor and therefore all claims against the merchandise are covered under manufacturers warranty and/or terms and conditions of sale. This is a legal and binding agreement upon approval by Autolift Services, Inc.

Acceptance of Contract The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

AUTHORIZED SIGNATURE: _____

Chris Woodson

NOTE:

This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____ Date: _____

Page 2



10764 Los Vaqueros Circle
Los Alamitos, CA. 90720
Phone (714) 816-9890
Fax: (714) 816-9899
State Contractor's License: #A-826743
DIR #1000011699

Proposal-Contract

Estimate No: 2070

Date: 3/19/2016

PROPOSAL SUBMITTED TO

CARLOS CHICAS
CAPISTRANO UNIFIED SCHOOL DISTRICT
28 LIBERTY
ALISO VIEJO, CA 92656

We hereby submit specifications and estimates for:

Total

55. Any stops due to non-payment of progress payments will be billed as an extra. Construction crews and equipment are billed at a minimum of \$1200.00 per day, maintenance crews are billed at a minimum of \$600.00 per day.

56. All requests for change orders are to be made by the customer in writing with a minimum of (3) working days provided to the scheduled work to be performed. The contract price shall be adjusted according to the changes specified. In addition, all claims by Autolift Services for any extra work will be made in writing before the execution of the work. All change order requests not received within these parameters will be invalid.

58. Periodic Maintenance and Inspection: Owner agrees to follow the guidelines set forth by ALI/OSHA/EQUIPMENT MANUFACTURER requiring periodic maintenance and inspections by a qualified independent firm. All terms, conditions, and warranties are void if P/M Safety Inspections are not completed by an Autolift Services ALI Certified Inspector on a minimum annual basis. Owner, employees and their affiliates agrees to indemnify and hold harmless Autolift Services for any future event if these standards are not adhered to. In addition, If annual P/M Inspections are not completed or/another contractor performs these duties, owner and employees agree to additionally insure Autolift Services with a waiver of subrogation endorsement in the event that future claims would arise.

67. Temporary fencing. Any fencing required by the State and/or local authorities will be billed as an extra.

74. Autolift warranty to the original owner-user for (1) year from the date of invoice against defects in workmanship or materials when the equipment is installed and used in accordance with manufacturers specifications. Autolift's obligation under this warranty is limited to repairing or replacing any part or parts, which upon inspection prove to be defective and have not been misused. This warranty does not cover normal maintenance, or adjustments, damage or malfunction caused by improper handling, abuse, misuse, negligence, carelessness of operation, or lack of normal maintenance. The remedies described are exclusive and in no event shall Autolift Services be liable for special, consequential or incidental damages for the break of or delay in performance of this warranty.

78. Lay Down Area: Customer to provide secure laydown area for parts, materials, equipment, etc for project. A minimum of (2) parking spaces on each side of the laydown area to be clear at all times. Any vehicle and/or property damage that occurs during the project in this restricted zone is the responsibility of the property owner and/or facility management.

83. All repairs and/or installations in this proposal are based on utilizing experienced Non-Union personnel during normal working hours (8:00am to 4:00pm Monday through Friday). Any written request to perform the duties in the above scope of work including but not limited to: work after hours, use of overtime, work during weekends and/or holidays will be billed as an extra.

93. Clean up is to include removal of all shipping dunnage into customer/building contractor provided receptacles and a one-time broom sweep of the work area.

100. Once work has commenced per schedule, it is imperative Autolift Services is able to work continuously unless other arrangements have been made in writing. In the event work stoppages occur through no fault of Autolift Services, all extra travel and/or labor incurred will be billed as an itemized extra. Unscheduled return trips to complete the project due to any of the above listed exclusions and/or circumstances beyond our control will be billed as an extra.

105. Do to insurance regulations, no customers, homeowners, contractors, students, relatives, etc are all allowed in the work/construction area at any time during the equipment installation and/or service of the equipment. Customer agrees to Indemnify and hold harmless Autolift Services and their employees should any incident occur in which unauthorized person(s) enter the work area without authorization and are injured or incur great bodily harm while in the restricted zone. Furthermore, if any Autolift employee is injured due to the breach of this agreement, then the responsible parties herein agree to cover all associated medical costs, damages to equipment, and all other related costs through their homeowner policy and/or commercial policy.

Payment: NET 30 DAYS

Total

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Comp Insurance. Attorney's Fees: If any party to this contract resorts to legal action or arbitration to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which it may be entitled. All past due accounts are subject to a 1 1/2% finance charge per month (18% per annum). The purchaser, and/or lessee, agrees that title to merchandise listed herewith shall remain with Autolift Services until the purchase price has been paid in full; purchaser, and/or lessee, agrees to permit removal of said merchandise if the terms and conditions of this agreement have not been met. A 15% re-stocking fee will be enforced on all non-used returned items. Cancellation of this contract will incur a 25% penalty. At the option of the Autolift Services, upon default of any single payment, Autolift Services may declare the entire balance due and payable immediately. Furthermore, the purchaser grants Lien Rights and to sell any stored items to compensate for any past due amounts. Purchaser, agrees to pay all reasonable expenses and attorney fees incurred by Seller in connection with any repossession or sale of the property, or otherwise incurred by reason of Buyer's default as permitted by law. Time is of the essence in this agreement. The terms and conditions of this agreement are subject to the approval of Autolift Services, Inc., Los Alamitos, California. Purchaser understands that seller is a manufacturers distributor and therefore all claims against the merchandise are covered under manufacturers warranty and/or terms and conditions of sale. This is a legal and binding agreement upon approval by Autolift Services, Inc.

Acceptance of Contract The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

AUTHORIZED
SIGNATURE: _____

Chris Woodson

NOTE:

This proposal may be withdrawn by us if not accepted within 30 days

Signature: _____ Date: _____ Page 3



10764 Los Vaqueros Circle
Los Alamitos, CA. 90720
Phone (714) 816-9890
Fax: (714) 816-9899
State Contractor's License: #A-826743
DIR #1000011699

Proposal-Contract

Estimate No: 2070

Date: 3/19/2016

PROPOSAL SUBMITTED TO

CARLOS CHICAS
CAPISTRANO UNIFIED SCHOOL DISTRICT
2B LIBERTY
ALISO VIEJO, CA 92656

We hereby submit specifications and estimates for:

106. All new equipment warranties shall be administered and authorized by the equipment manufacturer per published warranty. Purchaser and/or owner agrees that Autolift Services makes no warranties on new equipment. Additionally, purchaser and/or owner agrees not to withhold any payment(s) due as part of this contract in the event any type of equipment warranty issue (new, used, rebuilt, etc) regardless of cause and/or resolution of.

108. Installation assumes the existing concrete floor will sustain lift, weight of vehicle, and related seismic stresses. Autolift Services has not consulted a structural engineer or performed any engineering calculations. Customer/End User, there owners and employees assume all liability for the lift installation and agree to indemnify and hold harmless Autolift Services and its employees for any occurrences and/or litigation associated with this lift installation and/or use of.

Sales Tax

Total

0.00

Payment: NET 30 DAYS

Total \$14,400.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Comp. Insurance. Attorney's Fees: If any party to this contract resorts to legal action or arbitration to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which it may be entitled. All past due accounts are subject to a 1 1/2% finance charge per month (18% per annum). The purchaser, and/or leasee, agrees that title to merchandise listed herewith shall remain with Autolift Services until the purchase price has been paid in full, purchaser, and/or leasee, agrees to permit removal of said merchandise if the terms and conditions of this agreement have not been met. A 15% re-stocking fee will be enforced on all non-used returned items. Cancellation of this contract will incur a 25% penalty. At the option of the Autolift Services, upon default of any single payment, Autolift Services may declare the entire balance due and payable immediately. Furthermore, the purchaser grants Lien Rights and to sell any stored items to compensate for any past due amounts. Purchaser, agrees to pay all reasonable expenses and attorney fees incurred by Seller in connection with any repossession or sale of the property, or otherwise incurred by reason of Buyer's default as permitted by law. Time is of the essence in this agreement. The terms and conditions of this agreement are subject to the approval of Autolift Services, Inc., Los Alamitos, California. Purchaser understands that seller is a manufacturers distributor and therefore all claims against the merchandise are covered under manufacturers warranty and/or terms and conditions of sale. This is a legal and binding agreement upon approval by Autolift Services, Inc.

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AUTHORIZED
SIGNATURE: _____

Chris Woodson

NOTE:

This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____ Date: _____

Page 4



10764 Los Vaqueros Circle
Los Alamitos, CA. 90720
Phone (714) 816-9890
Fax: (714) 816-9899
State Contractor's License: #A-826743
DIR #1000011699

Proposal-Contract

Estimate No: 2068

Date: 3/19/2016

PROPOSAL SUBMITTED TO

CARLOS CHICAS
CAPISTRANO UNIFIED SCHOOL DISTRICT
2B LIBERTY
ALISO VIEJO, CA 92656

We hereby submit specifications and estimates for:

RE: REMOVE AND REPLACE EXISTING UNSAFE AND UNDER CAPACITY IN-GROUND VEHICLE LIFT WITH NEW HEAVY DUTY
PKS IN-GROUND ENVIRONMENTALLY FRIENDLY 16K DRIVE THRU CASSETTE BUS LIFT

CURRENT VEHICLE LIFT STATUS REPORT:

- AFTER PERFORMING A COMPLETE AND THOROUGH ANNUAL OSHA/ANSI/ALI OPERATIONAL P/M SERVICE AND SAFETY INSPECTION ON THE EXISTING #5 BUS GARAGE VEHICLE LIFT WE HAVE CONCLUDED THE FOLLOWING:
 - CURRENT LIFT CONDITION IS AN OSHA TRIP HAZARD WITH MISSING CENTER COVER PLATE
 - SAFETY LOCKING LEGS WILL NOT RETRACT FULLY INTO THE GROUND CREATING AN OSHA TRIP HAZARD
 - MAIN SAFETY LOCKING LEGS ARE NOT OPERATIONAL, RUSTED SHUT, AND HAVE BEEN REMOVED FROM LIFT OPERATION
- LIFT HAS BEEN REMOVED FROM SERVICE FOR A NUMBER OF YEARS CAUSING THE OIL TO TURN INTO SLUDGE AND PROVIDING SLOW AND ERRATIC LIFT OPERATION
- VEHICLE LIFT ADAPTERS ARE BENT FROM OVERLOADING
- LIFTING ARMS ARE BENT FROM OVERLOADING
- LIFT STABILIZER ASSEMBLY HAS BEEN REMOVED
- LIFT METAL PIPING IS BADLY RUSTED
- NO OSHA ID/CAPACITY TAG PRESENT
- IN-GROUND LIFT CYLINDERS AND BEARINGS WORN FROM OVERLOADING

****PLEASE NOTE: THIS LIFT HAS BEEN LOCKED OUT/TAGGED OUT UNSAFE TO OPERATE PER OSHA REGULATIONS AT THIS TIME. WE RECOMMEND COMPLETE REPLACEMENT OF THE LIFT TO ACCOMMODATE THE HEAVY VEHICLE CAPACITY NECESSARY FOR DAILY OPERATION.****

SCOPE OF WORK:

PART I

- REMOVE EXISTING LIFT SUPERSTRUCTURE, CONTROLS AND VARIOUS PIPING COMPONENTS
- EVACUATE, HAUL AWAY AND RECYCLE ALL OLD HYDRAULIC OIL PER LOCAL, STATE AND EPA GUIDELINES
- LOAD, HAUL AWAY AND RECYCLE ALL OLD LIFT COMPONENTS PER LOCAL, STATE AND EPA GUIDELINES
- CAP OFF EXISTING AIR LINE AT WALL SOURCE TO BE USED WITH NEW CASSETTE LIFT

PART II

- PROVIDE WET STAMPED ENGINEERING, DRAWINGS AND SEISMIC CALCULATIONS FOR NEW PKS INGROUND LIFT TO CAPISTRANO USD FOR REVIEW

PART III

- SAW CUT CONCRETE FLOOR PER ENGINEERED DRAWINGS
- BREAK OUT EXISTING CONCRETE FOUNDATION FOR NEW LIFT AND TO REMOVE OLD/EXISTING SBS IN-GROUND LIFT
- LOAD, HAUL AWAY AND RECYCLE ALL BROKEN CONCRETE AND UNNECESSARY DIRT AT STATE RECYCLING FACILITIES

Total

Payment:

Total

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Comp. Insurance. Attorney's Fees: If any party to this contract resorts to legal action or arbitration to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which it may be entitled. All past due accounts are subject to a 1 1/2% finance charge per month (18% per annum). The purchaser, and/or lessee, agrees that title to merchandise listed herewith shall remain with Autolift Services until the purchase price has been paid in full; purchaser, and/or lessee, agrees to permit removal of said merchandise if the terms and conditions of this agreement have not been met. A 15% re-stocking fee will be enforced on all non-used returned items. Cancellation of this contract will incur a 25% penalty. At the option of the Autolift Services, upon default of any single payment, Autolift Services may declare the entire balance due and payable immediately. Furthermore, the purchaser grants Lien Rights and to sell any stored items to compensate for any past due amounts. Purchaser, agrees to pay all reasonable expenses and attorney fees incurred by Seller in connection with any repossession or sale of the property, or otherwise incurred by reason of Buyer's default as permitted by law. Time is of the essence in this agreement. The terms and conditions of this agreement are subject to the approval of Autolift Services, Inc., Los Alamitos, California. Purchaser understands that seller is a manufacturers distributor and therefore all claims against the merchandise are covered under manufacturers warranty and/or terms and conditions of sale. This is a legal and binding agreement upon approval by Autolift Services, Inc.

Acceptance of Contract The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

AUTHORIZED
SIGNATURE: _____

Chris Woodson

NOTE:

This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____ Date: _____ Page 1



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Phone (714) 816-9890
Fax: (714) 816-9899
State Contractor's License: #A-826743
DIR #1000011699

Proposal-Contract

Estimate No: 2068

Date: 3/19/2016

PROPOSAL SUBMITTED TO

CARLOS CHICAS
CAPISTRANO UNIFIED SCHOOL DISTRICT
2B LIBERTY
ALISO VIEJO, CA 92656

We hereby submit specifications and estimates for:

PART IV

- SUPPLY, DELIVER AND INSTALL (1) NEW AND UNUSED PKS MODEL PKDT-16 DRIVE THROUGH STYLE CASSETTE LIFT WITH THE FOLLOWING FEATURES:

- 100% HOT DIP GALVANIZED CONSTRUCTION
- 16,000 LB CAPACITY
- DOUBLE CONTAINED HYDRAULIC COMPONENTS
- SAFETY LOCKS THAT START AT 10" AND ENGAGE EVERY 3" FOR SAFE WORKING AT ANY HEIGHT
- ENVIRONMENTALLY FRIENDLY 100% CONTAINMENT CASSETTE
- POLISHED HARD CHROMED PLATED PLUNGERS
- 3-STAGE HEAVY DUTY ARMS
- RUBBER ADAPTER PADS
- (4) 3" AND (4) 6" TRUCK/VAN HEIGHT ADAPTERS INCLUDED
- (1) WALL MOUNTED ORGANIZATION RACK FOR STACKABLE ADAPTERS
- WALL MOUNTED CONTROLS
- SINGLE POINT RAISE, LOWER AND LOCK RELEASE CONTROLS
- MANUFACTURER: ISO9001 CERTIFIED, ALI CERTIFIED
- PRODUCT MEETS BUY AMERICA REQUIREMENTS
- SUPPLY AND INSTALL (1) NEW PVC CHASE FROM CASSETTE TO CUSTOMER DESIRED CONTROL LOCATION
- BACKFILL TO LEVEL AS NECESSARY
- INSTALL CONCRETE DOWNS INTO EXISTING FLOOR TO TIE NEW REBAR INTO
- POUR, PLACE AND FINISH NEW LIFT CONCRETE FOUNDATION FLUSH AND TO MATCH EXISTING FLOOR

NOTE: NEW CONCRETE REQUIRES 28 DAYS CURING TIME PRIOR TO INSTALLATION OF NEW 2-POST LIFT. CONCRETE TO BE INSTALLED IS SEISMICALLY ENGINEERED TO SUPPORT THE INFRASTRUCTURE OF THE NEW LIFT AND IS TO BE CONDUCTED BY A LICENSED "A" GENERAL ENGINEERING CONTRACTOR WITH A SPECIALTY "D-21" MACHINERY AND PUMPS LICENSE TO ADMINISTER INSTALLATION OF NEW LIFT ON THE ABOVE STATED FOUNDATION ACCORDINGLY.

ALL SOILS REMEDIATION WILL BE HANDLED ON A CASE BY CASE BASIS AND BILLED AS AN EXTRA. ALL OILY/HAZARDOUS SOILS WILL BE DISPOSED OF PER ALL LOCAL, STATE AND EPA GUIDELINES. ALL REMEDIATION WILL BE HANDLED DIRECTLY BY INSTALLING CONTRACTOR WITH HAZARDOUS MATERIALS CERTIFICATION.

PART V

- INSTALL (1) NEW ELECTRICAL CIRCUIT OF APPROXIMATELY 100 FEET TO PROVIDE POWER TO NEW PKS IN-GROUND LIFT AS NECESSARY AND TO INCLUDE:

- OSHA DISCONNECT AT LIFT CONTROLS
- NEW LABELED PANEL BREAKER
- HOOK UP ELECTRICAL TO NEW LIFT AS NECESSARY

Payment:

Total

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Comp. Insurance. Attorney's Fees: If any party to this contract resorts to legal action or arbitration to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which it may be entitled. All past due accounts are subject to a 1 1/2% finance charge per month (18% per annum). The purchaser, and/or leasee, agrees that title to merchandise listed herewith shall remain with Autolift Services until the purchase price has been paid in full, purchaser, and/or leasee, agrees to permit removal of said merchandise if the terms and conditions of this agreement have not been met. A 15% re-stocking fee will be enforced on all non-used returned items. Cancellation of this contract will incur a 25% penalty. At the option of the Autolift Services, upon default of any single payment, Autolift Services may declare the entire balance due and payable immediately. Furthermore, the purchaser grants Lien Rights and to sell any stored items to compensate for any past due amounts. Purchaser, agrees to pay all reasonable expenses and attorney fees incurred by Seller in connection with any repossession or sale of the property, or otherwise incurred by reason of Buyer's default as permitted by law. Time is of the essence in this agreement. The terms and conditions of this agreement are subject to the approval of Autolift Services, Inc., Los Alamitos, California. Purchaser understands that seller is a manufacturers distributor and therefore all claims against the merchandise are covered under manufacturers warranty and/or terms and conditions of sale. This is a legal and binding agreement upon approval by Autolift Services, Inc.

Acceptance of Contract The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

AUTHORIZED
SIGNATURE: _____

Chris Woodson

NOTE:

This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____ Date: _____



10764 Los Vaqueros Circle
 Los Alamitos, CA. 90720
 Phone (714) 816-9890
 Fax: (714) 816-9899
 State Contractor's License: #A-826743
 DIR #1000011699

Proposal-Contract

Estimate No: 2068

Date: 3/19/2016

PROPOSAL SUBMITTED TO

CARLOS CHICAS
 CAPISTRANO UNIFIED SCHOOL DISTRICT
 2B LIBERTY
 ALISO VIEJO, CA 92656

We hereby submit specifications and estimates for:

- INSTALL (1) AIR SUPPLY LINE WITH IN-LINE FILTER/SEPARATOR/OILER FOR CLEAN AIR TO OPERATE LIFT LOCKS AS NECESSARY
- ADD OIL TO BLEED, ADJUST AND TEST OPERATE SYSTEM AS NECESSARY

PART VI

- PROVIDE TESTING AS NECESSARY TO ADJUST
- PROVIDE CAPISTRANO USD WITH INSTALLATION, OPERATION AND SERVICE MANUAL PER PKS EQUIPMENT AND ENGINEERING
- PROVIDE CAL OSHA/ALI REQUIRED NEW LIFT OPERATOR TRAINING FOR UP TO (10) CAPISTRANO USD SERVICE TECHNICIANS
- COURSE TO INCLUDE:
 - CLASSROOM INSTRUCTION WITH A NEW LIFT PRESENTATION
 - ALI LIFT OPERATOR SAFETY TRAINING VIDEO WITH COINCIDING SAFETY TRAINING QUIZ
 - QUIZ REVIEW AND QUESTION/ANSWER PERIOD
 - FIELD INSTRUCTION AND HANDS-ON DEMONSTRATION WITH CITY OF SANTA MONICA FLEET VEHICLES
 - UPON COMPLETION OF COURSE, PARTICIPANTS WILL RECEIVE A CERTIFICATE OF COMPLETION
- PROVIDE CAL OSHA/ALI CERTIFIED LIFT OPERATOR AND MAINTENANCE LOG BOOK

STANDARD INCLUDED WARRANTY:

- LIFT SHALL BE WARRANTED TO BE MANUFACTURED FROM SOUND MATERIALS IN A WORKMAN LIKE MANNER AND GUARANTEED AGAINST FAILURE DUE TO DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF:
 - 25 YEARS ON STRUCTURAL COMPONENTS
 - 20 YEARS ON GALVANIZED STRUCTURAL COMPONENTS
 - EXTENDED LIFETIME ON SEALED CARRIAGE ROLLER BEARINGS
 - EXTENDED LIFETIME ON HYDRAULIC CYLINDERS
 - 7 YEARS ON LIMITED CORROSION
 - 2 YEARS ON PARTS
 - 2 YEARS ON LABOR

NEW HEAVY DUTY CASSETTE IN-GROUND REPLACEMENT PROJECT

54,263.20

TERMS, CONDITIONS AND EXCLUSIONS:

- Permits, city license, city fees, city inspections and/or deputy inspections are not included. If city permits/fees/inspections are required to complete the above work, than the direct cost of these items with a 15% mark up along with the time required to obtain them at our current billing rate will be billed as an extra.
- Painting or repairs to concrete floor coverings if damaged during the project is not included.
- Price quoted is based on normal soil conditions; unusual underground obstruction or soil conditions, such as sand, rock, unstable soil and/or excessive water (requiring dewatering and/or shoring) will incur extra charges.
- All pistons involving contaminated dirt and/or ballast requiring removal and/or special dumping fees will incur extra charges.

Payment:

Total

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Comp. Insurance. Attorney's Fees. If any party to this contract resorts to legal action or arbitration to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which it may be entitled. All past due accounts are subject to a 1 1/2% finance charge per month (18% per annum). The purchaser, and/or leasee, agrees that title to merchandise listed herewith shall remain with Autolift Services until the purchase price has been paid in full; purchaser, and/or leasee, agrees to permit removal of said merchandise if the terms and conditions of this agreement have not been met. A 15% re-stocking fee will be enforced on all non-used returned items. Cancellation of this contract will incur a 25% penalty. At the option of the Autolift Services, upon default of any single payment, Autolift Services may declare the entire balance due and payable immediately. Furthermore, the purchaser grants Lien Rights and to sell any stored items to compensate for any past due amounts. Purchaser, agrees to pay all reasonable expenses and attorney fees incurred by Seller in connection with any repossession or sale of the property, or otherwise incurred by reason of Buyer's default as permitted by law. Time is of the essence in this agreement. The terms and conditions of this agreement are subject to the approval of Autolift Services, Inc., Los Alamitos, California. Purchaser understands that seller is a manufacturers distributor and therefore all claims against the merchandise are covered under manufacturers warranty and/or terms and conditions of sale. This is a legal and binding agreement upon approval by Autolift Services, Inc.

Acceptance of Contract The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

AUTHORIZED SIGNATURE: _____

Chris Woodson

NOTE:

This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____ Date: _____



10764 Los Vaqueros Circle
Los Alamitos, CA. 90720
Phone (714) 816-9890
Fax: (714) 816-9899
State Contractor's License: #A-826743
DIR #1000011699

Proposal-Contract

Estimate No: 2068

Date: 3/19/2016

PROPOSAL SUBMITTED TO

CARLOS CHICAS
CAPISTRANO UNIFIED SCHOOL DISTRICT
2B LIBERTY
ALISO VIEJO, CA 92656

We hereby submit specifications and estimates for:

14. No retention will be allowed.
16. Underground Obstruction Clause: Autolift Services assumes no responsibility for underground obstruction(s) such as but no limited to: sewer lines, water lines, electrical lines, which may be broken under excavation unless we are provided with accurate drawing of said obstruction(s) before job is started. In the event of said obstruction being damaged during excavation, repairs, work stoppage, re-routes and/or alterations (of any kind) will be billed as extra(s). Contacting "Dig Alert" prior to job start and overseeing all utility companies are the responsibility of the owner/general contractor. Owner/general contractor agrees to perform these duties in a timely manner and according to state law.
17. Excessive Materials Clause: if the existing equipment is imbedded in solid concrete, and/or slurry sand, additional labor and material charges will be added. Saw cutting, removal, and demolition of concrete slabs beyond 5" is not included. Any unknown sub-surface slabs requiring demolition and removal will be billed as an extra.
18. Limited Access: Designated bay receiving new equipment and/or repairs must be cleaned and clear at the time of job start. Adjacent bays on each side of the construction area must be also clear of any automobiles for construction work to begin. Any delays and/or cleaning of areas will be billed as an extra. Any damage to vehicles and/or equipment not removed from construction area will be the responsibility of the owner/purchaser.
20. Environmental Services: Clean up, removal, documentation, testing, transportation, handling of any contaminated soil and/or fluids other than liquid hydraulic hoist oil inside lift (other than those services provided in the above scope of work except as otherwise noted in proposal) will be billed as an extra.
22. Additional backfill and concrete work beyond what was created by the demolition and excavation work performed by Autolift Services will be billed as an extra. Any shoring required for the project will be billed as an extra.
23. Guaranteed/Certified compaction report is not included.
28. Vehicle Lift Locations: Vehicle lift locations, specifications and layouts shall be approved by purchaser or owner prior to commencing work. Dimensions and weights of vehicles to be serviced by vehicle lifts shall be the responsibility of the purchaser or owner.
30. All scrap/salvage rights at time of job walk to remain with Autolift Services, Inc., unless otherwise noted.
32. CAL-OSHA requires operator training to fully comply with safety standards. Autolift Services assumes no liability for the use, operation, management, or control of the above ground lifts inspected. Autolift Services can provide operator training at a additional charge.
39. Employee and/or user training. User manuals, safety manuals and vehicle lifting points manual are either contained in the shipping documents or available for a nominal charge. It is the responsibility of the owner/purchaser/employees and operators of this equipment to obtain, read, document, understand and apply all related information contained in these documents prior to using the above listed equipment.
44. Concrete Sealing/Coloring: No concrete sealing and/or concrete color is part of this proposal. If requested and/or required, the associated charges will become extra's.
47. Onsite Facilities: Customer is to provide free access, an unobstructed work area and adequate rest room facilities for the installation crew. Customer is to provide adequate power for the use of power tools, equipment charging, and pipe machines to within 50' of the work area. It is imperative Autolift Services have access to electrical and lighting, for our equipment. If it becomes necessary for Autolift Services to rent generators and/or lighting, it will be billed as an itemized extra. Customer is to provide a lay down area within 50' of the project construction area for equipment and materials storage.

Total

Payment:

Total

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Comp. Insurance. Attorney's Fees. If any party to this contract resorts to legal action or arbitration to enforce any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which it may be entitled. All past due accounts are subject to a 1 1/2% finance charge per month (18% per annum). The purchaser, and/or leasee, agrees that title to merchandise listed herewith shall remain with Autolift Services until the purchase price has been paid in full, purchaser, and/or leasee, agrees to permit removal of said merchandise if the terms and conditions of this agreement have not been met. A 15% re-stocking fee will be enforced on all non-used returned items. Cancellation of this contract will incur a 25% penalty. At the option of the Autolift Services, upon default of any single payment, Autolift Services may declare the entire balance due and payable immediately. Furthermore, the purchaser grants Lien Rights and to sell any stored items to compensate for any past due amounts. Purchaser, agrees to pay all reasonable expenses and attorney fees incurred by Seller in connection with any repossession or sale of the property, or otherwise incurred by reason of Buyer's default as permitted by law. Time is of the essence in this agreement. The terms and conditions of this agreement are subject to the approval of Autolift Services, Inc., Los Alamitos, California. Purchaser understands that seller is a manufacturers distributor and therefore all claims against the merchandise are covered under manufacturers warranty and/or terms and conditions of sale. This is a legal and binding agreement upon approval by Autolift Services, Inc.

Acceptance of Contract The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein.

AUTHORIZED
SIGNATURE: _____

Chris Woodson

NOTE:

This proposal may be withdrawn by us if not accepted within 30 days.

Signature: _____ Date: _____ Page 4



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 26 day of May 2016, by and between Tel-Tec Security Systems, Inc., hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount estimated to be \$ 45,000.00 the following:
Security system (16+ cameras) for entire campus - elementary and middle school and installation services.

- As described in the attached Exhibit A.
2. The term of the Contract shall begin on April 15, 2016 and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director of Technical Services 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 1516254
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 4/15/2016
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☒ California State Contractor's License Number _____
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ DIR Registrations No. _____
- ☐ _____
- ☐ 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

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date:

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District



**Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Ph# (949) 234-5511 Fax# (949) 487-5431**

**Attn: Gabe Salinas
Director of Technical Services
Email: ghsalinas@capousd.org**

April 15 2016

Proposal

For

Avigilon Camera Surveillance System

At

**Vista Del Mar Elementary
1130 Avenida Talega
San Clemente, CA 92673**

**GSA Schedule #GS-07F-0481X
CMAS Contract #4-11-84-0037A**

CONFIDENTIAL

5020 Lisa Marie Court • Bakersfield, California 93313 • (661) 397-5511 • License #472338

Vista Del Mar Elementary
1130 Avenida Talega
San Clemente, CA 92673

Tel-Tec Security Systems, Inc. has been in business for over 29 years and is made up of individuals with proven security experience to provide the best value solution. Our local certified UL monitoring station is ready to respond to you personally 7 days a week 24 hours a day. We are an authorized security dealer of leading products to guarantee your satisfaction. Our organization has exemplary past performance ratings in government and private sectors, including banks, universities and airports trusting their security to us.

Innovative technological advances and measured management performance make us leaders in the security industry. Tel-Tec Security reinvests in the community by supporting local nonprofit organizations that assist in improving quality of life for youth and families in Kern County. We are looking forward to taking care of your security needs and providing you with peace of mind as our valued customer. Please visit our website at www.tel-tec.com and we look forward to serving you.

Scope of Work: Tel-Tec to provide and install the following camera surveillance equipment. Customer to provide server, POE and IP addresses for cameras, required conduit and boxes and 110 VAC power. Warranty shall be for one (1) year.

Proposal

Pricing Under: GSA Schedule #GS-07F-0481X
CMAS Contract #4-11-84-0037A

GSA Materials:

Proposal		
Quantity	Description	Extended Cost
2	Avigilon ACC5 Ent Lic 1ch (1C-ACC5-ENT)	\$ 567.02
2	Avigilon ACC5 Ent Lic 4ch (4C-ACC5-ENT)	\$ 1,954.96
1	Avigilon ACC5 Ent Lic 8ch (8C-ACC5-ENT)	\$ 1,938.03
18	Avigilon Pendant Wall Bracket (MNT-PEND-WALL)	\$ 1,336.86
9	Avigilong Multi Cam 2.8-8mm	\$14,281.29
2	Paige Cat 6 CMP Wire 1M (710636)	<u>\$ 1,040.26</u>

Open Market Materials:

Proposal		
Quantity	Description	Extended Cost
6	Avigilon Corner Mount PEND (MNT-AD-CORNER)	\$ 567.00
7	5MP LightCatcher Dome 4.3-8mm	\$ 7,680.75
2	12W-H3-4MH- DP1 4x3MP 2.8-8mm	\$ 4,462.50

GSA Materials	\$ 21,118.42
Sales Tax	\$ 1,689.47
Open Market Material Cost	\$ 12,710.25
Sales Tax on Open Market	\$ 1,016.82
Project Manager Labor	\$ 1,400.00
Security Technician Labor	\$ 10,576.00
Sub Total	\$ 48,510.96
Discount	\$ 3,510.96
Grand Total	\$ 45,000.00

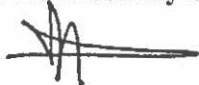
Payment Terms:

1. Once job is scheduled 100% material cost will be billed to the customer.

Notes:

1. Warranty on new camera and workmanship shall be for one (1) year.
2. This proposal is valid for six (6) months.
3. The foregoing bid / proposal excludes any and all extraordinary costs or expenses incurred by Tel-Tec resulting from job site requirements or restrictions imposed by customer, including, but not limited to, additional insurance premiums resulting from any requirement to name customer as an additional insured or employer, or due to subrogation or indemnification provisions. Any such additional costs shall be added to the bid amount provided such costs are approved by both parties pursuant to a signed addendum to this bid / proposal.
4. Job is prevailing wage.

Tel-Tec Security Systems, Inc.



Morgan Clayton date

Word / Proposal /

Vista Del Mar Elementary School

Signature date
P.O # _____



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 26 day of May 2016, by and between Tel-Tec Security Systems, Inc., hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount estimated to be \$ 5,134.42 the following:
Remove two cameras and return to CUSD. Relocate, reset and refocus three security cameras, if needed, at the District office.
- As described in the attached Exhibit A.
2. The term of the Contract shall begin on March 7, 2016 and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director of Technical Services or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
☒ Quote/Proposal, dated 3/7/2016
☒ Plans and Specifications/Scope of Work
☒ Worker's Compensation Certificate
☒ Purchase Order Number _____
☒ Liability Insurance Certificate
☒ Guarantee
☒ Certification by Contractor of Criminal Records Check
☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
☐ Payment Bond \$ _____
☐ Faithful Performance Bond \$ _____
☒ California State Contractor's License Number _____
☒ Drug-Free Workplace Certification
☒ Tobacco Use Policy
☒ DIR Registrations No. _____
☐ _____
☐ 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

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date:

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District
-2-



**Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Ph# (949) 234-5511 Fax# (949) 487-5431**

**Attn: Gabe Salinas
Director of Technical Services
Email: ghsalinas@capousd.org**

March 7, 2016

Proposal

For

Camera Surveillance System Relocation and Cleaning

CONFIDENTIAL

5020 Lisa Marie Court • Bakersfield, California 93313 • (661) 397-5511 • License #472338

Payment Terms:

1. Once job is scheduled 100% material cost will be billed to the customer.
2. Labor cost will be progressively billed as work is completed. Normally terms are unless otherwise negotiated 50% at prewire and 50% upon completion.

Notes:

1. Warranty on system shall be for one (1) year.
2. This proposal is valid for six (6) months.
3. The foregoing bid / proposal excludes any and all extraordinary costs or expenses incurred by Tel-Tec resulting from job site requirements or restrictions imposed by customer, including, but not limited to, additional insurance premiums resulting from any requirement to name customer as an additional insured or employer, or due to subrogation or indemnification provisions. Any such additional costs shall be added to the bid amount provided such costs are approved by both parties pursuant to a signed addendum to this bid / proposal.
4. Job is prevailing wage.

Tel-Tec Security Systems, Inc.

Capistrano Unified School District



Morgan E. Clayton

date

Word / proposal / Capistrano Unified
1.BF

Signature

date

PO#

**Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675**

Tel-Tec Security Systems, Inc. has been in business for over 29 years and is made up of individuals with proven security experience to provide the best value solution. Our local certified UL monitoring station is ready to respond to you personally 7 days a week 24 hours a day. We are an authorized security dealer of leading products to guarantee your satisfaction. Our organization has exemplary past performance ratings in government and private sectors, including banks, universities and airports trusting their security to us.

Innovative technological advances and measured management performance make us leaders in the security industry. Tel-Tec Security reinvests in the community by supporting local nonprofit organizations that assist in improving quality of life for youth and families in Kern County. We are looking forward to taking care of your security needs and providing you with peace of mind as our valued customer. Please visit our website at www.tel-tec.com and we look forward to serving you.

Scope of Work: Tel-Tec to remove two (2) cameras and return to customer. Tel-Tec to relocate three (3) cameras, reset cameras to factory and refocus cameras, if needed, and clean cameras.

Proposal

Total Miscellaneous Materials	\$ 184.65
Tax	\$ 14.77
Labor	\$6,155.00
-Discount	<u>\$1,220.00</u>
Total	\$5,134.42



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 26 day of May 2016, by and between Larson Lighting and Audio Inc., hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount estimated to be \$ 16,325.00 the following:
Provide sound reinforcement for graduation commencement on June 9, 2016 at Dana Hills HS, Aliso Niguel HS, Capistrano Valley HS, and San Clemente HS.
- As described in the attached Exhibit A.
2. The term of the Contract shall begin on March 3, 2016 and end upon completion.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director of Maintenance & Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 3/3/2016
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number _____
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☐ Payment Bond \$ _____
- ☐ Faithful Performance Bond \$ _____
- ☒ California State Contractor's License Number _____
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ DIR Registrations No. _____
- ☐ 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

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date:

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District

-2

Larson Lighting and Audio Inc.

27331 Setenil
Mission Viejo, Ca 92692
949 933-6817

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

March 3, 2016

Invoice #060916

Sound reinforcement for Graduation commencement **June 9, 2016.**

Load in June 8th Wed morning am.

Dana Hills High School:

1- QSC Digital 24 channel mixer
8-JBL 4888 Main speaker stack over 2 frames (home)
4- QSC W18 visitor speakers over 2 frames (visitor)
1- Stage wedge monitors
4- Center field fill speakers for students 1000w each
1- Audio Delay processor
2- Stage mic's with stands plus podium mic
2- Field mic's with stands center field wireless UHF Shure
1-CD Player
1- Power Cable package med. (2-50amp drops)
2- Audio Tech for operations plus support
1- Transportation and setup
\$4650.00.00

Capo, San Clemente High School:

Yamaha Digital 24 channel mixer
6-JBL Vt4888 main speaker stacks or equal (2 stacks of 2) (Home side)
4-QSC Wide line array speaker system or equal 2/2 stacks (Visitor side)
Tour line QSC and Crown Amplifiers
1- Stage monitor wedge.
2- Center field fill speakers 1000w for Students
1- Audio delay processor
2- Stage mic's with stands plus podium mic
1-CD Player
1- Power Cable package med. (2-50amp drops)
2- Audio Tech for operations plus support each location
1- Transportation and setup each location
\$3850.00 each school

Aliso Niguel High School:

Yamaha Digital 24 channel mixer

6-JBL Vt4888 main speaker stacks or equal (2 stacks of 2) (Home side)

4-QSC Wide line array speaker system 2/2 stacks or equal (Visitor side)

Tour line QSC and Crown Amplifiers

1- Stage wedge 12" monitors

2- Center field fill speakers 1000w for Students

1- Audio delay processor

2- Stage mic's with stands plus podium mic

6-Additional band mic setup

1-CD Player

1- Power Cable package med. (2-50amp drops)

2- Audio Tech for operations plus support each location

1- Transportation and setup each location

\$3975.00

NOTE: Electrical avail at each stadium 2-50amp outlets (1-home, 1-visitor side).

Total Package for all four schools \$16,325.00

Additional Notes:

Site walk thru required with each school min 15 days before graduation and schedule.

Electrical requirement walk thru min 30 days prior to graduation.(field boxes checked)

Setup day prior to graduation.

Overnight security provide by each school.

Approval_____

Purchase order number_____

Terms: payment upon completion. Net 5



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of May 26, 2015 ("Effective Date") 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 be referred to as "Party" or collectively as the "Parties".

TEXTURA CORPORATION AND SUBSIDIARIES, DBA SUBMITTAL EXCHANGE

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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 represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional 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 (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$9,495.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is from June 1, 2016, through June 30, 2018, 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 Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully 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: Janet Polite
 Title: Supervisor, Purchasing
 Board Approval Date: May 25, 2016

CONSULTANT

Signature: _____
 Name: _____
 Title: _____
 Address: _____
 Email Address: _____
 FEIN: _____



Submittal Exchange Proposal

Integrated Project Collaboration Software for Glendale Unified School District

Project(s): Capistrano USD San Clemente HS

To: CJ Knowland
Capistrano Unified School District
33122 Valle Rd.
San Juan Capistrano, CA 92675

Date: 3.17.2016

From: Will Crawford / Russell Bell

Submittal Exchange proposes to provide a comprehensive, secure web-based system for management of electronic submittals, shop drawings, RFIs, and other construction correspondence on this project. The Submittal Exchange system will streamline the submittal process, allowing the entire project to reduce costs, eliminate delays, and ultimately deliver a higher quality completed facility. Benefits include:

- **Reduce paperwork**
Construction and design team members will be able to review and markup one PDF copy of each submittal, instead of the standard 8-10 paper copies. This will make the project more efficient and help the environment. Submittal Exchange can also be used to manage RFIs, photos, minutes, and other documents.
- **Eliminate delays and costs of shipping or postage**
On a typical project Submittal Exchange may eliminate days of time in transit and significant costs of shipping paper submittals back and forth. These savings will directly benefit the facility owner, since they ultimately pay all project costs.
- **Keep the submittal process on track during construction**
All project team members, including the owner, will be able to access, monitor, and review submittals and other correspondence via the secure Submittal Exchange website. Automated reminders of past due items help keep the process moving and prevent items from being overlooked.
- **Avoid the risks of sending files by email**
Sending submittal files by email can lead to problems with file size limits, spam filters, incorrect recipients, lack of version histories, and keeping documents organized. Using Submittal Exchange as your centralized solution avoids these risks, reducing the possibility of extra costs and delays.
- **Automatic archive package**
Once construction is complete, you will be able to request and download an archive package of project documents and logs. This will be useful both for archiving and for future facility operations.
- **Setup, training, and support is included**
Our proposal includes initial setup of the project, including creation of the submittal log and entry of required submittal items from the project manual or submittal schedule. We will provide a training session for team members and unlimited technical support by phone and email during the project.

Pricing

Based upon the estimated project value of \$11,275,348 the standard Submittal Exchange fee is \$9,495. This fee is all-inclusive and covers use of Submittal Exchange by all project team members; data storage, security, and backup; setup, training, and support; and archiving once construction is complete.

Preliminary proposal



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of May 26, 2016 ("Effective Date") 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 the "Parties".

FORENSIC ANALYTICAL CONSULTING SERVICES

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in Exhibit A; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$10,800.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from April 1, 2016 through 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 §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 selected documents attached to this Agreement, as if such additional terms were fully set forth 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.

Capistrano Unified School District

Contractor

By: _____
Name: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: May 25, 2016

Signature: _____
Name: _____
Title: _____
Address: _____

Email Address: _____
FEIN: _____



FEE SCHEDULE

LABOR

	Rate per hour
CIH or PhD	\$200
Principal Scientist	\$200
Senior Project Manager	\$150
Project Manager	\$125
Project Specialist	\$ 95
Technician	\$ 75
Project Coordinator	\$ 50
Administrative Support	\$ 50
Deposition/Testimony	Rate x 1.5
Emergency Response (case-by-case basis)	Rate x 2
Overtime	Rate x 1.5

LABORATORY SERVICES

Microbiology

Non-Viable Air	\$ 65
Non-Viable Bulk	\$ 50
Standard turnaround time for non-viable samples: 3 to 5 days.	

Rush Services

Same Day	x 2.5
1-Day	x 2
2-Day	x 1.5

Viable Air (Asp/Stachy) Viable	\$ 70
Air (Full Speciation) Viable	\$230
Bulk (Asp/Stachy) Viable Bulk	\$ 75
(Full Speciation) Turnaround	\$280
time for viable samples: 10 to 14 days.	

PCR (1-species)	\$ 45
PCR (8-species)	\$195
PCR (16-species)	\$295

Asbestos

PCM (air)	\$ 14
PLM (bulk)	\$ 16
TEM (air)	\$150
Standard turnaround time: 24 hours	

Other

AAS (individual metals)	\$ 18
Standard turnaround time: 5 days	

Particle ID	
Standard turnaround time:	\$175
10 days	

Gravimetric	
Standard turnaround time:	\$ 30
24 hours	

MISCELLANEOUS

Mileage, Reimbursables	Cost plus 15%
Equipment & Consumables	Cost plus 15%

Please contact your local Forensic Analytical office for a complete list of services.



FEE SCHEDULE

LABOR

Rate per hour

CIH or PhD	\$200
Principal Scientist	\$200
Senior Project Manager	\$150
Project Manager	\$125
Project Specialist	\$ 95
Technician	\$ 75
Project Coordinator	\$ 50
Administrative Support	\$ 50

Deposition/Testimony	Rate x 1.5
Emergency Response (case-by-case basis)	Rate x 2
Overtime	Rate x 1.5

LABORATORY SERVICES

Microbiology

Non-Viable Air	\$ 65
Non-Viable Bulk	\$ 50
Standard turnaround time for non-viable samples: 3 to 5 days.	

Rush Services

Same Day	x 2.5
1-Day	x 2
2-Day	x 1.5

Viable Air (Asp/Stachy) Viable	\$ 70
Air (Full Speciation) Viable	\$230
Bulk (Asp/Stachy) Viable Bulk	\$ 75
(Full Speciation) Turnaround time for viable samples: 10 to 14 days.	\$280

PCR (1-species)	\$ 45
PCR (8-species)	\$195
PCR (16-species)	\$295

Asbestos

PCM (air)	\$ 14
PLM (bulk)	\$ 16
TEM (air)	\$150
Standard turnaround time: 24 hours	

Other

AAS (individual metals)	\$ 18
Standard turnaround time: 5 days	

Particle ID	
Standard turnaround time: 10 days	\$175

Gravimetric	
Standard turnaround time: 24 hours	\$ 30

MISCELLANEOUS

Mileage, Reimburseables	Cost plus 15%
Equipment & Consumables	Cost plus 15%

Please contact your local Forensic Analytical office for a complete list of services.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of May 26, 2016 ("Effective Date") 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 the "Parties".

DEBORAH ELY BUDDING, PH.D.

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, to contract with and employ persons for the furnishing of certain services on an as-needed basis;

WHEREAS, District is in need of such services from time to time, specifically those described in **Exhibit A**; and

WHEREAS, Contractor is specially trained, experienced, licensed, and competent to perform the services required by District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the services as set forth in the Proposal, which is attached hereto as Exhibit A (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Contractor's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders subsequently issued by the District, on an as needed basis.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Contractor under this agreement shall be specifically authorized by Purchase Order (PO) and is estimated to be no more than: **\$5,500.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from May 1, 2016 through September 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 §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 selected documents attached to this Agreement, as if such additional terms were fully set forth 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.

Capistrano Unified School District

Contractor

By: _____
Name: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: May 25, 2016

Signature: _____
Name: _____
Title: _____
Address: _____

Email Address: _____
FEIN: _____

FEE SCHEDULE FOR DEBORAH ELY BUDDING, Ph.D., ABPdN, ABN
 Clinical Services (see separate sheet for Forensic Expert Fees)
 EIN#: 20-0599035

<u>Neuropsychological/Psychological Assessment</u>	\$ 360/hr
Including: Clinical Interview	
Test Administration	
Scoring and Test Interpretation	
Preparation and Review of Written Report	

<u>Review of Records/Research</u>	\$ 360/hr
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<u>Telephone Consultation</u>	\$ 360/hr
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<u>Travel Time</u>	\$ 250/hr
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<u>IEP Attendance</u>	\$360/hr
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<u>Deposition</u> (payable at time of deposition) 2 Hour Minimum	\$ 525/hr
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There will be a charge of \$550 for any deposition cancelled with less than 24 hours notice.

<u>Court Appearance</u>	\$2,950/ half day \$5,000/full day
-------------------------	---------------------------------------

There will be a charge of \$2,000 for cancellation of court appearance with less than 3 business days notice.

<u>Cancellation/Rescheduling of Professional Services</u> (If notice of cancellation or rescheduling is less than 3 working days prior to scheduled appointment)	\$1,500
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(If notice of cancellation is prior to 3 business days or rescheduled between 4-7 business days prior to scheduled appointment)	\$ 550
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For all balances outstanding 30 days after billing date, interest will be charged on the outstanding amount at the rate of 15% A.P.R.



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Deborah Ely Budding, Ph.D.**, 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>
Psycho-Education	Licensed Educational or Clinical Psychologist	5,000

Consultant

Date

Received by:

District Representative

Date



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of May 26, 2015 ("Effective Date") 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 be referred to as "Party" or collectively as the "Parties".

TEXTURA CORPORATION AND SUBSIDIARIES, DBA SUBMITTAL EXCHANGE

WHEREAS, District is authorized, following approval of this Agreement by its Board of Trustees, pursuant to its general authority set forth in California Education Code §35160, Government Code §§4526 and 53060, to contract with and employ any persons for the furnishing of special professional 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 represents that he/she/it is specially trained, experienced, licensed, and competent to perform the special professional 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 (hereinafter referred to as "Contracted Services"), and incorporated as if fully set forth herein. Consultant's specific scope of work shall be set forth in Exhibit A and/or supplemented by purchase orders or other written instructions subsequently issued by the District.

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Exhibit A. The total cost of services requested by District and provided by Consultant under this agreement is estimated to be **\$7,595.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is from May 1, 2016, through June 30, 2018, 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 Consultant acknowledge, and agree to be bound by, the terms set forth in the selected documents attached to this Agreement, as if such additional terms were fully 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: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: May 25, 2016

CONSULTANT

Signature: _____
Name: _____
Title: _____
Address: _____
Email Address: _____
FEIN: _____

25

Submittal Exchange Proposal

Integrated Project Collaboration Software for Glendale Unified School District

Project(s): Capistrano USD San Juan Hills High School Classroom Building Addition

To: CJ Knowland
 Capistrano Unified School District
 33122 Valle Rd.
 San Juan Capistrano, CA 92675

Date: 3.17.2016

From: Will Crawford / Russell Bell

Submittal Exchange proposes to provide a comprehensive, secure web-based system for management of electronic submittals, shop drawings, RFIs, and other construction correspondence on this project. The Submittal Exchange system will streamline the submittal process, allowing the entire project to reduce costs, eliminate delays, and ultimately deliver a higher quality completed facility. Benefits include:

- **Reduce paperwork**
 Construction and design team members will be able to review and markup one PDF copy of each submittal, instead of the standard 8-10 paper copies. This will make the project more efficient and help the environment. Submittal Exchange can also be used to manage RFIs, photos, minutes, and other documents.
- **Eliminate delays and costs of shipping or postage**
 On a typical project Submittal Exchange may eliminate days of time in transit and significant costs of shipping paper submittals back and forth. These savings will directly benefit the facility owner, since they ultimately pay all project costs.
- **Keep the submittal process on track during construction**
 All project team members, including the owner, will be able to access, monitor, and review submittals and other correspondence via the secure Submittal Exchange website. Automated reminders of past due items help keep the process moving and prevent items from being overlooked.
- **Avoid the risks of sending files by email**
 Sending submittal files by email can lead to problems with file size limits, spam filters, incorrect recipients, lack of version histories, and keeping documents organized. Using Submittal Exchange as your centralized solution avoids these risks, reducing the possibility of extra costs and delays.
- **Automatic archive package**
 Once construction is complete, you will be able to request and download an archive package of project documents and logs. This will be useful both for archiving and for future facility operations.
- **Setup, training, and support is included**
 Our proposal includes initial setup of the project, including creation of the submittal log and entry of required submittal items from the project manual or submittal schedule. We will provide a training session for team members and unlimited technical support by phone and email during the project.

Pricing

Based upon the estimated project value of \$11,239,417, the Submittal Exchange fee for this project, as a repeat user, is **\$7,595**. This fee is all-inclusive and covers use of Submittal Exchange by all project team members; data storage, security, and backup; setup, training, and support; and archiving once construction is complete.

Preliminary proposal

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1213164**

WITH

**DISCOVERY SCIENCE CENTER OF ORANGE COUNTY,
dba DISCOVERY CUBE, ORANGE OCUNTY**

Independent Contractor Agreement No. ISA 1213164 with Capistrano Unified School District and Discovery Science Center of Orange County called for services to be rendered at the rates shown in the agreement.

The total cost of additional services requested by the District under this amendment and provided by the Consultant is estimated to be \$255.00 to supplement Contract No. 1213164.

Except as set forth in this Amendment, and Board approved on November 14, 2012 all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Discovery Science Center of Orange
County, dba Discovery Cube,
Orange County**

By: _____
Signature

By: _____
Signature

Janet Polite

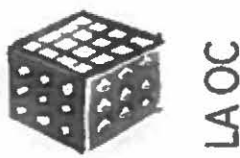
Print Name

Supervisor, Purchasing

Title

Board Approval Date: May 25, 2016

Date: _____



DiscoveryCube
Part of the Discovery Science Foundation

Discovery Cube
2500 North Main Street
Santa Ana, CA 92705
Phone 714-913-5030
Fax 714-263-3908

RESERVATION CONFIRMATION

Thank you for booking an **Assembly** program with Discovery Cube. Please take a moment to ensure that all the information below regarding your event and contact information is correct, and return a signed copy of this confirmation within 48 hours of **03/28/16**.

Contact Information

Olenka Langen
Viejo Elementary School
26782 Via Grande
Mission Viejo, CA 92691
(949) 582-2424

Reservation Details

Order Number: **128057**

Program Location: **Multi-Purpose Room**

Quantity	Description	Event Name	Grade	Event Date	Event Time	Price	Total
1	OR ASSEMBLY CHARGE	REACTION LAB		06/06/16	9:00 AM	375.00	375.00
57	OR ASSEMBLY CHILD	REACTION LAB	4th	06/06/16	9:00 AM	0.00	0.00
Total							375.00
Payments							0.00
Balance Due							375.00

Payments: A \$120.00 non-refundable deposit is required within one week of **03/28/16** to hold your reservation. The remaining balance is due within seven (7) days after **06/06/16**. **Please make checks out to Discovery Cube OC, and mail to the attention of GROUP SALES to 2500 North Main Street, Santa Ana, CA 92705. Please write your order number on the check.** If you are using a purchase order, please email the purchase order to gjacobson@discoverycube.org prior to your program date.

If there is an overpayment for your program, we will credit it to your account for use toward a future program.

Requirements: If you have booked more than one program on the same day, please note that **all scheduled programs must occur in the same room**. The instructor cannot move from classroom to classroom. **All programs must be held indoors.**

Your coordinator will provide you with the specific set-up requirements for each program. Assemblies can accommodate up to 150 students per session.

Please sign and return this page to Discovery Cube within 48 hours of **03/28/16**. By signing below, I acknowledge and agree with all the above.

Contact: ~~Olenka Langen~~

Signature: _____
March 30, 2016

Date: 4/1/16

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
PSA 1516063**

WITH

HARBOTTLE LAW GROUP

Independent Contractor Agreement No. PSA 1516063 with Capistrano Unified School District and Harbottle Law Group called for services to be rendered at the rates shown in the agreement.

The total cost of additional services requested by the District under this amendment and provided by the Consultant is estimated to be \$70,000 to supplement Contract No. 1516063.

Except as set forth in this Amendment, and Board approved on September 9, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Harbottle Law Group

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: May 25, 2016

Date: _____

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services RFQ 1-1516 Legal Services (General) is effective as of July 1, 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").

HARBOTTLE

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

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

WHEREAS, District through RFQ No. 1-1516, selected Consultant to provide legal services, in the area of Special Education.

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 in Consultant's proposal and awarded pursuant to RFQ No. 1-1516, which are both 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" and incorporated herein by this reference. The total amount of services requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and is estimated not to exceed \$100,000 annually in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing July 1, 2015 and ending June 30, 2016, and may be extended in one-year increments by mutual agreement for a total term not to exceed five years, pursuant to 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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: [Signature]
Name: Lynn N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: 08/09/15

CONSULTANT

Signature: [Signature]
Name: Dan Harbottle
Title: Owner
Address: 18401 Von Karman Ste. 200
Irvine, CA. 92612

EXHIBIT A

RFQ NO 1-1516
GENERAL LEGAL SERVICES

PRICING SHEET

The purpose of this form is to provide a standard format by which the proposer submits to CUSD a summary of the estimated costs suitable for detailed review and analysis.

The Proposer shall complete the Price/Cost Proposal in its entirety.

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

The number of hours listed below are for evaluation purposes only, and may vary. CUSD does not guarantee the number of hours.

Legal Area Special Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	195	9,750
Sr. Associate	100	190	19,000
Associate	100	190	19,000
Paralegal	50	95	4,750
Total Price			52,500

Harbottle Law Group, Daniel Harbottle
Print Name of Firm and Authorized Signer


Authorized Signature

SSN: 046-48-0968
FED: 27-0154727
Federal I.D. #/License

May 15, 2015
Date

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
PSA 12130209**

WITH

IRMA GARCIA

Professional Service Agreement No. ICA 1213029 with Capistrano Unified School District and Irma Garcia called for services to be rendered at the rates shown in the agreement.

The total cost of additional services requested by the District under this amendment and provided by the Consultant is estimated to be \$840.00 to supplement Contract No. 12130209.

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

Capistrano Unified School District

NAME OF COMPANY

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: May 25, 2016

Date: _____

March 2016

1. Provide a 4-week, 1.5 hour parenting class to parents of Del Obispo Elementary School on Effective Discipline/Parenting Issues.

Date	Hours Worked
1 st	1.5 hrs.
8 th	1.5 hrs.
15 th	1.5 hrs.
22 nd	1.5 hrs.
Prep time	1 hr.

OK to pay

4/13/16
Date

Date _____

**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
PSA 1516065**

**WITH
HATCH & CESARIO**

Independent Contractor Agreement No. PSA 1516065 with Capistrano Unified School District and Hatch & Cesario called for services to be rendered at the rates shown in the agreement.

The total cost of additional services requested by the District under this amendment and provided by the Consultant is estimated to be \$5,000.00 to supplement Contract No. 1516065.

Except as set forth in this Amendment, and Board approved on September 9, 2015 all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Hatch & Cesario

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: May 25, 2016

Date _____

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services RFQ 1-1516 Legal Services (General) is effective as of July 1, 2015 by and between Capistrano Unified School District, located at 33122 Valls 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").

HATCH & CESARIO

WHEREAS, District is authorized by Section 4526 and 53050 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required,

WHEREAS, District is in need of such special legal services and advice, and

WHEREAS, District through RFQ No. 1-1516, selected Consultant to provide legal services, in the area of Special Education

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 in Consultant's proposal and awarded pursuant to RFQ No. 1-1516, which are both 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" and incorporated herein by this reference. The total amount of services requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and is estimated not to exceed \$50,000 annually in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing July 1, 2015 and ending June 30, 2016, and may be extended in one-year increments by mutual agreement for a total term not to exceed five years, pursuant to 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.

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: [Signature]
Name: Lyn N. Rust
Title: Executive Director, Contracts & Purchasing
Board Approval Date: 09/09/15

CONSULTANT

Signature: [Signature]
Name: Melissa Hatch
Title: Partner/Attorney
Address: 191 W. Wilbur Rd., Suite 102
Thousand Oaks, CA 91360

**AMENDMENT TO PROFESSIONAL AGREEMENT
PSA 1213042**

WITH

MEET THE MASTERS, INCORPORATED

Professional Services Agreement No. PSA 1213042 with Capistrano Unified School District and Meet the Masters, Incorporated, called for services to be rendered at the rates shown in the agreement.

The total cost of additional services requested by the District under this amendment and provided by the Consultant is estimated to be \$800.00 to supplement Contract No. 1213042.

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

Capistrano Unified School District

Meet the Masters, Incorporated

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: May 25, 2016

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

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

MEET THE MASTERS, INC.

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$75,000.00 in aggregate under this Agreement

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

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

☒ 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 Fleunt
Name Terry Fleunt
Title Director Purchasing
Board Approval Date 8.27/12

Signature Carmel Stale
Name Carmel Stale
Title Bookkeeper
Address 15 Calle Mercedes
San Clemente CA 92673
Email Address: Carmel@meetthemasters.com
FEIN/SSN: 33-0834702

RECEIVED

15 - 0834702

INDEPENDENT CONTRACTOR AGREEMENT No. 1213042
CAPISTRANO UNIFIED SCHOOL DISTRICT

**EXTENSION NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NO. 1213179**

WITH

CONTEMPORARY SERVICES CORPORATION

The Independent Contractor Agreement ICA1213179 with Capistrano Unified School District and Contemporary Services Corporation called for an original contract period of February 28, 2013, through February 27, 2014.

On February 13, 2014, ICA 1213179 was extended for the period of February 28, 2014, through February 27, 2015; and on June 10, 2015, ICA 1213179 was extended for the period of February 28, 2015, through February 27, 2016. The contract with Capistrano Unified School District and Contemporary Services Corporation shall be extended an additional twelve (12) months, covering the period February 28, 2016, through February 27, 2017, by this Extension No. 3 Agreement, with expenditures estimated to be \$150,000.

Except as set forth in this Extension Agreement, and Board approved on February 27, 2013, February 13, 2014, and June 10, 2015, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Contemporary Services Corporation

By: _____
Signature

By: _____
Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: May 25, 2016 Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of February 28, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

Contemporary Services Corporation

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

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

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

NOW, THEREFORE, the Parties agree as follows

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal RFP N + 5-1213 which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A", page 39, section 6 Cost Proposal. The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$80,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing February 28, 2013 through February 27, 2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluzi

Name: Terry Fluzi

Title: Director, Purchasing

Board Approval Date: 2/27/2013

Signature: [Signature]

Name: James H. SML

Title: Vice President

Address: 17401 SUNDANCE St
Northridge CA 91375

Email Address: jseml@DCCS-ICA.com

FEIN/SSN: 95-2837116

AGREEMENT FOR CONSULTANT SERVICES

THIS agreement (the "AGREEMENT") is made and entered into the May 3, 2016, between Malachied, Inc., DBA: The Breakthrough Coach, hereinafter called CONSULTANT, and the Capistrano Unified School District, listed on Exhibit A, hereinafter called SCHOOL DISTRICT.

WITNESSETH

WHEREAS, CONSULTANT is especially trained and experienced and competent to perform the SERVICES pursuant to this AGREEMENT, the parties hereto agree as follows:

1. SERVICES TO BE RENDERED BY CONSULTANT

CONSULTANT agrees to perform the SERVICES to the SCHOOL DISTRICT at times and places mutually acceptable to SCHOOL DISTRICT AND CONSULTANT as detailed in **Exhibit A**.

The parties shall use commercially reasonable efforts for the SERVICES to start on October 24, 2016 and October 25, 2016.

CONSULTANT, as an independent contractor, agrees to carry worker's compensation insurance on anyone in his/her employ. While performing the SERVICES herein, CONSULTANT is an independent contractor and not an officer, agent, or employee of the SCHOOL DISTRICT.

2. GOODS/SERVICES TO BE PROVIDED BY SCHOOL DISTRICT

SCHOOL DISTRICT agrees to provide the following goods/services to support the training, detailed in **EXHIBIT B**:

- Conference & parking space capable of accommodating 100 participants for 2 days
- 1 staff member liaison to assist in planning of training
- AV Equipment requested on October 24-25, 2016
- Coffee and water both days

3. PERIOD OF AGREEMENT

The SERVICES are proposed to start on the October 24, 2016 and end on the October 25, 2016. Any changes are subject to prior and mutual agreement between the parties. See **EXHIBIT C** for additional period of agreement details.

4. PAYMENT

In exchange for the GOODS/SERVICES PROVIDED BY SCHOOL DISTRICT CONSULTANT will provide **4 complimentary program tuitions** to SCHOOL DISTRICT.

5. EXPENSE REIMBURSEMENT

CONSULTANT will reimburse SCHOOL DISTRICT for any out-of-pocket expenses related to food or materials. SCHOOL DISTRICT will bill CONSULTANT 30 days after completion of training.

6. INDEMNIFICATION

SCHOOL DISTRICT will indemnify and hold harmless CONSULTANT, its officers, directors, employees, and agents from any and all claims, losses, liabilities, damages, expenses and costs, including attorney's fees ("Claims") asserted by any third party that are proximately caused by (a) SCHOOL DISTRICT'S breach of its obligations herein; (b) any claim that any of the materials/information delivered, created or otherwise provided by SCHOOL DISTRICT to CONSULTANT hereunder infringes a copyright, patent, trademark, trade secret or other proprietary right of a third party or obligation of confidentiality to a third party; or (c) negligent actions or omissions of SCHOOL DISTRICT. CONSULTANT shall have the right to defend such claim with counsel reasonably acceptable to the other party. Likewise, CONSULTANT will indemnify and hold harmless SCHOOL DISTRICT and its associated companies, and their respective officers, directors, employees, and agents from any and all claims, losses, liabilities, damages, expenses and costs, including attorney's fees ("Claims") asserted by any third party that are proximately caused by (a) CONSULTANT'S breach of its obligations herein; (b) any claim that any of the SERVICES and/or deliverables delivered, created or otherwise provided by CONSULTANT hereunder infringes a copyright, patent, trademark, trade secret or other proprietary right of a third party or obligation of confidentiality to a third party; or (c) negligent actions or omissions of CONSULTANT. SCHOOL DISTRICT and its associated companies shall have the right to defend such claim with counsel reasonably acceptable to the other party.

AGREED AND ACCEPTED

Malachied, Inc.
DBA - The Breakthrough Coach
716 Mill Stream Road
Ponte Vedra, FL 32082

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

FED ID#: 33-0988791



Jill Pancoast, Vice President, TBC

Clark Hampton, Deputy Superintendent,
Business & Support Services for SCHOOL
DISTRICT

Date

May 25, 2016

Board Approval Date

EXHIBIT A

SCHOOL DISTRICT: Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, CA 92675

EFFECTIVE DATE: May 3, 2016

BEGINNING & ENDING DATE: October 24 & 25, 2016

PROGRAM TIME: 8 AM – 4 PM both days.

SERVICES:

- A two-day, management development program for local area school administrators and their secretaries led by 1 CONSULTANT
- Support materials for each team in attendance to be delivered at the completion of the program
- 4. complimentary tuitions for SCHOOL DISTRICT's employees

FEES: NON-APPLICABLE

TRAVEL EXPENSES: NON-APPLICABLE

CANCELLATION AND/OR RESCHEDULING FEES: NON-APPLICABLE

EXHIBIT B

Conference Room Requirements

ROOM SIZE:

- 30-60 participants – 1500 square feet
- 40-80 participants – 1700 square feet
- 50-100 participants – 2000 square feet
- Equipped with wifi
- Access required from 7:15 am – 4:30 pm both days

Client initials

TABLES:

- Rounds or rectangles that can hold 6/table facing towards presenter
- 6 chairs per table

Client initials

MICROPHONES:

- 1 lapel mic for presenter
- 1 handheld mic for participants

Client initials

SCREEN SIZE:

- Up to 30 people – (1) 6x8 ft screen
- 30 – 100 people – (1) 8x12 ft screen

Client initials

PROJECTION:

- 1 LCD Projector
- 1 Laptop cart

Client initials

MISCELLANEOUS:

- 1 speaker's podium or steel music stand
- 1 flip chart on easel with working markers

Client initials

We, the Capistrano Unified School District, agree that we will provide the
(organization name)
above listed space, materials and equipment required to produce The Breakthrough Coach
training on October 24-25, 2016.
(date)

Name: Clark Hampton

Signature: _____

Date: _____

EXHIBIT C

TBC 2-Day Program Timeline

Conversation	Who	When	Outcome
Follow-up with Client to Get Contract Back	<i>Stacey Rubino - Exec. Secretary</i>	6 mos prior to 2-Day Program	Contract signed & in office
Event Space Confirmation	<i>Alisa Worman – Dir. of Educator Events</i>	6 mos prior to 2-Day Program	Discuss event space needs; adjust if necessary
Travel Arrangements	<i>Alisa Worman</i>	3 mos prior	Airline, car & hotel booked
Presentation Needs	<i>Alisa Worman</i>	2 months prior	Room set-up & presenter needs confirmed
CLIENT Class List	<i>Barbara Weise - Registrar</i>	6 weeks prior	CLIENT participants teams uploaded to TBC registration system
Follow-up Materials	<i>Alisa Worman</i>	2 weeks prior	Course materials arrival confirmed
Final Confirmation	<i>Alisa Worman</i>	1 week prior	Outstanding event details discussed; info sent to presenter
Schedule Debrief	<i>Stacey Rubino</i>	1 week after event	Client contact & Jill Pancoast scheduled to debrief event
Debrief	<i>Jill Pancoast – TBC VP</i>	2 weeks after event	Debrief event; Determine next steps

I have read, understand, and agree to TBC's Program Roll Timeline.

Clark Hampton
Print Name

Signature

Date _____

AGREEMENT FOR CONSULTANT SERVICES

THIS agreement (the "AGREEMENT") is made and entered into the May 3, 2016, between Malachied, Inc., DBA: The Breakthrough Coach, hereinafter called CONSULTANT, and the Capistrano Unified School District, listed on Exhibit A, hereinafter called SCHOOL DISTRICT.

WITNESSETH

WHEREAS, CONSULTANT is especially trained and experienced and competent to perform the SERVICES pursuant to this AGREEMENT, the parties hereto agree as follows:

1. SERVICES TO BE RENDERED BY CONSULTANT

CONSULTANT agrees to perform the SERVICES to the SCHOOL DISTRICT at times and places mutually acceptable to SCHOOL DISTRICT AND CONSULTANT as detailed in **Exhibit A**.

The parties shall use commercially reasonable efforts for the SERVICES on October 28, 2016.

CONSULTANT, as an independent contractor, agrees to carry worker's compensation insurance on anyone in his/her employ. While performing the SERVICES herein, CONSULTANT is an independent contractor and not an officer, agent, or employee of the SCHOOL DISTRICT.

2. GOODS/SERVICES TO BE PROVIDED BY SCHOOL DISTRICT

SCHOOL DISTRICT agrees to provide the following goods/services to support the training, detailed in **EXHIBIT B**:

- Conference & parking space capable of accommodating 60 participants for one day
- 1 staff member liaison to assist in planning of training
- AV Equipment requested on October 28, 2016
- Coffee and water both days

3. PERIOD OF AGREEMENT

The SERVICES are proposed to start on the October 28, 2016 and end on the October 28, 2016. Any changes are subject to prior and mutual agreement between the parties. See **EXHIBIT C** for additional period of agreement details.

4. PAYMENT

In exchange for the GOODS/SERVICES PROVIDED BY SCHOOL DISTRICT CONSULTANT will provide **2 complimentary program tuitions** to SCHOOL DISTRICT.

5. EXPENSE REIMBURSEMENT

CONSULTANT will reimburse SCHOOL DISTRICT for any out-of-pocket expenses related to food or materials. SCHOOL DISTRICT will bill CONSULTANT 30 days after completion of training.

6. INDEMNIFICATION

SCHOOL DISTRICT will indemnify and hold harmless CONSULTANT, its officers, directors, employees, and agents from any and all claims, losses, liabilities, damages, expenses and costs, including attorney's fees ("Claims") asserted by any third party that are proximately caused by (a) SCHOOL DISTRICT'S breach of its obligations herein; (b) any claim that any of the materials/information delivered, created or otherwise provided by SCHOOL DISTRICT to CONSULTANT hereunder infringes a copyright, patent, trademark, trade secret or other proprietary right of a third party or obligation of confidentiality to a third party; or (c) negligent actions or omissions of SCHOOL DISTRICT. CONSULTANT shall have the right to defend such claim with counsel reasonably acceptable to the other party. Likewise, CONSULTANT will indemnify and hold harmless SCHOOL DISTRICT and its associated companies, and their respective officers, directors, employees, and agents from any and all claims, losses, liabilities, damages, expenses and costs, including attorney's fees ("Claims") asserted by any third party that are proximately caused by (a) CONSULTANT'S breach of its obligations herein; (b) any claim that any of the SERVICES and/or deliverables delivered, created or otherwise provided by CONSULTANT hereunder infringes a copyright, patent, trademark, trade secret or other proprietary right of a third party or obligation of confidentiality to a third party; or (c) negligent actions or omissions of CONSULTANT. SCHOOL DISTRICT and its associated companies shall have the right to defend such claim with counsel reasonably acceptable to the other party.

AGREED AND ACCEPTED

Malachied, Inc.
DBA - The Breakthrough Coach
716 Mill Stream Road
Ponte Vedra, FL 32082
FED ID#: 33-0988791

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



Jill Pancoast, Vice President, TBC

Clark Hampton, Deputy Superintendent,
Business & Support Services for SCHOOL
DISTRICT

Date

May 25, 2016

Board Approval Date

EXHIBIT A

SCHOOL DISTRICT: Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, CA 92675

EFFECTIVE DATE: May 3, 2016

BEGINNING & ENDING DATE: October 28, 2016

PROGRAM TIME: 8 AM – 4 PM.

SERVICES:

- A one-day, management development program for local area school administrators and their secretaries led by 1 CONSULTANT.
- Support materials for each team in attendance to be delivered at the completion of the program.
- 2 complimentary tuitions for SCHOOL DISTRICT's employees

FEES: NON-APPLICABLE

TRAVEL EXPENSES: NON-APPLICABLE

CANCELLATION AND/OR RESCHEDULING FEES: NON-APPLICABLE

EXHIBIT B Conference Room Requirements

ROOM SIZE:

- 30-60 participants – 1500 square feet
- 40-80 participants – 1700 square feet
- 50-100 participants – 2000 square feet
- Equipped with wifi
- Access required from 7:15 am – 4:30 pm both days

Client initials

TABLES:

- Rounds or rectangles that can hold 6/table facing towards presenter
- 6 chairs per table

Client initials

MICROPHONES:

- 1 lapel mic for presenter
- 1 handheld mic for participants

Client initials

SCREEN SIZE:

- Up to 30 people – (1) 6x8 ft screen
- 30 – 100 people – (1) 8x12 ft screen

Client initials

PROJECTION:

- 1 LCD Projector
- 1 Laptop cart

Client initials

MISCELLANEOUS:

- 1 speaker's podium or steel music stand
- 1 flip chart on easel with working markers

Client initials

We, the Capistrano Unified School District, agree that we will provide the
(organization name)
above listed space, materials and equipment required to produce The Breakthrough Coach
training on October 24-25 and 28, 2016.
(date)

Name: Clark Hampton

Signature: _____

Date: _____

EXHIBIT C

TBC 2-Day Program Timeline

Conversation	Who	When	Outcome
Follow-up with Client to Get Contract Back	<i>Stacey Rubino - Exec. Secretary</i>	6 mos prior to 2-Day Program	Contract signed & in office
Event Space Confirmation	<i>Alisa Worman – Dir. of Educator Events</i>	6 mos prior to 2-Day Program	Discuss event space needs; adjust if necessary
Travel Arrangements	<i>Alisa Worman</i>	3 mos prior	Airline, car & hotel booked
Presentation Needs	<i>Alisa Worman</i>	2 months prior	Room set-up & presenter needs confirmed
CLIENT Class List	<i>Barbara Weise - Registrar</i>	6 weeks prior	CLIENT participants teams uploaded to TBC registration system
Follow-up Materials	<i>Alisa Worman</i>	2 weeks prior	Course materials arrival confirmed
Final Confirmation	<i>Alisa Worman</i>	1 week prior	Outstanding event details discussed; info sent to presenter
Schedule Debrief	<i>Stacey Rubino</i>	1 week after event	Client contact & Jill Pancoast scheduled to debrief event
Debrief	<i>Jill Pancoast – TBC VP</i>	2 weeks after event	Debrief event; Determine next steps

I have read, understand, and agree to TBC's Program Roll Timeline.

Clark Hampton

Print Name

Signature

Date _____

**FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT FACILITIES USE
AGREEMENT**

CROWN VALLEY ELEMENTARY SCHOOL

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED JOINT FACILITIES USE AGREEMENT, CROWN VALLEY ELEMENTARY SCHOOL, (the "First Amendment") is made and entered into to be effective on the ____ day of _____, 2016 ("Effective Date"), by and between the City of Laguna Niguel, a municipal corporation, hereinafter the "City", and the Capistrano Unified School District hereinafter the "District."

RECITALS :

1. The Laguna Niguel Community Services District ("LNCSD"), which was a subsidiary district of the City of Laguna Niguel, and the District entered into a Joint Facilities Use Agreement on November 1, 1994, ("Joint Facilities Use Agreement") that provides for the renovation, use and maintenance of two Ball Fields ("Ball Fields") located at Crown Valley Elementary School ("CVES").
2. The Ball Fields were renovated by LNCSD and have continued to be used, operated and maintained in accordance with the Joint Facilities Use Agreement.
3. In 1998, LNCSD, pursuant to written authorization from the District, installed and began operating and maintaining sports lights at the Ball Fields at CVES.
4. LNCSD and the District entered into the First Amendment to the Joint Facilities Use Agreement effective June 10, 2002, to provide for the renovation, use, and maintenance of the field located at CVES that is adjacent to the Ball Fields and that was being used for youth sports activities (the "Upper Field").
5. Effective May 16, 2005, LNCSD was dissolved and the City of Laguna Niguel became the successor agency to LNCSD, including assuming the contractual obligations contained in the Joint Facilities Use Agreement and the First Amendment to the Joint Use Agreement.
6. Effective July 17, 2012, the City and the District entered into the Amended and Restated Joint Facilities Use Agreement for Crown Valley Elementary School (the "Amended and Restated Agreement"), which provides for the City and District continuing to work together to provide for the use, operation and maintenance of the Ball Fields and the Upper Field and to provide for refurbishment and conversion of two tennis courts at CVES to a Pickleball facility.
7. The Amended and Restated Agreement provides, in paragraph 9, that the term of the agreement shall be for 50 years commencing on November 1, 1994, and that after 20 years, either party may terminate the agreement by providing to the other party written notice for such a

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1

termination and that the written notice of the termination must be given at least one year prior to the date of termination.

8. As of October 31, 2014, 20 years has run since November 1, 1994, and neither party has terminated the Amended and Restated Agreement.

9. The City, as provided for in the Amended and Restated Agreement, has successfully used, operated and maintained the Ball Fields, the Upper Field and the Pickleball facility ("CVES Facilities") since November 1, 1994, and intends to continue to use, operate and maintain the CVES Facilities for the remainder of the fifty (50) year term.

10. The District has no present or future plans for CVES that would prohibit, preclude or interfere with the City's use of the CVES Facilities as set forth in the Amended and Restated Agreement.

11. The City and the District desire to amend paragraph 9 (Term) of the Amended and Restated Agreement to provide for an additional approximately eighteen and one half (18 1/2 years before the Amended and Restated Agreement could be terminated by either party. Additionally the parties desire to amend the Amended and Restated Agreement to clarify City obligations with regard to any future improvements the City constructs or installs at CVES.

A G R E E M E N T :

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

1. Paragraph 9 on Term of the Amended and Restated Agreement is amended to read as follows:

9. Term. The term of this agreement shall be for fifty (50) years commencing November 1, 1994. After forty (40) years from that date, either party may terminate this agreement by providing to the other party written notice of such termination. The written notice of the termination must be given at least one (1) year prior to the date of termination.

2. A new Paragraph 20 is added, which states:

20. Construction and Installation of Improvements by City. Prior to constructing or installing any improvements at CVES, the City shall obtain written approval from the District. Said written approval may be conditioned upon approval of the plans and specifications or other considerations as deemed appropriate by the District. City may not use or operate any improvements constructed or installed by the City at CVES until the project is closed-out and certified by the Division of the State Architect ("DSA"). City shall provide evidence of close-out and certification, in a

11/03/15

form acceptable to the District. Such documentation shall be sent to the Executive Director of Facilities/M&O. If the evidence of DSA close-out and certification is acceptable to the District, the District will provide written authorization to use and operate the City's improvement. Use and/or operation of the City's improvement prior to District authorization shall be considered a breach of this Amended and Restated Agreement. The provisions of this Paragraph shall only apply to the construction or installation of improvements, including the modification or addition to existing improvements, by the City at CVES after the Effective Date of this First Amendment.

3. Binding Effect; Partial Invalidity. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of this First Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this First Amendment or the Amended and Restated Agreement.

4. Full Force and Effect; No Other Amendments. The Amended and Restated Agreement is hereby modified with respect to the terms set forth, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this First Amendment, the Amended and Restated Agreement shall remain unmodified and in full force and effect as executed by the parties.

5. Electronic/Facsimile Signatures. In order to expedite the execution of this First Amendment, scanned or faxed signatures may be used in place of original signatures on this document. The parties intend to be bound by the signatures on the scanned or faxed document, are aware that the other party will rely on the scanned or faxed signatures, and hereby waive any defenses to the enforcement of the terms of this First Amendment based on the form of signature.

6. Counterparts. This First Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

7. Inconsistencies. In the event of any inconsistency between the terms of this First Amendment and those of the Amended and Restated Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Amended and Restated Joint Facilities Use Agreement as of the date first above written.

"CITY"

CITY OF LAGUNA NIGUEL

11/03/15

3

By: _____

Rod Foster
Title: City Manager

ATTEST:

Eileen Gomez,
City Clerk

APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL,
CALIFORNIA

Terry E. Dixon, Esq.
City Attorney

"DISTRICT"

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Title: Deputy Superintendent

APPROVED AS TO FORM

11/03/15

4

EXHIBIT A

**Capistrano Unified School District
Bid Summary**

Bid No. 1516-21 Bergeson Elementary School Relocatable Classroom Project

Bid Opening: April 15, 2016, 11:00 a.m.

CUSD Education Center

Training Room 2

33122 Valle Road

San Juan Capistrano, CA 92675

	Contractor	Bid Amount
1	Aghapy Group Inc.	NR
2	R. Jensen Co., Inc.	\$391,000.00

* Non Responsive – Failure to accurately list references and failure to designate necessary subcontractors.

BID FORM

BERGESON ELEMENTARY RELOCATBLE CLASSROOM PROJECT

BERGESON ELEMENTARY SCHOOL

25302 Rancho Niguel Road, Rancho Niguel, CA 92677

WLC Project No. 1611200

Bid No. 1516-21

FOR

Capistrano Unified School District

CONTRACTOR
NAME:

R. JENSEN CO., INC

ADDRESS:

538 6th st.

NORCO, CA 92860

TELEPHONE:

(951) 479-5471

FAX:

(951) 479-5472

EMAIL

RJENSENCompany@aol.com

TO: Capistrano Unified School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. 1516-21

Bergeson Elementary School Relocatable Classroom Project

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
<u>1</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. A. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Three Hundred + Ninety One Thousand Dollars
DOLLARS
(\$ 391,000⁰⁰)

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, rain days, and the requisite time to complete the punch list.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

7. The required List of Designated Subcontractors is attached hereto.

8. The required Non-Collusion Declaration is attached hereto.

9. The Substitution Request Form, if applicable, is attached hereto.

10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

11. The names of all persons interested in the foregoing proposal as principals are as follows:

ROBERT JENSEN

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

12. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 353856
License Expiration Date: 12/31/16
Name on License: R. JENSEN CO., INC
Class of License: A, B, C10
DIR Registration Number: 1000000522

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

15. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions (if any), Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete

the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

16. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a) Intentionally or with reckless disregard, violated any term of a contract with the District;
- b) Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c) Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d) Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

17. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

R. JENSEN CO., INC

Proper Name of Company

ROBERT JENSEN

Name of Bidder Representative

538 6th st.

Street Address

NORCO, CA 92860

City, State, and Zip

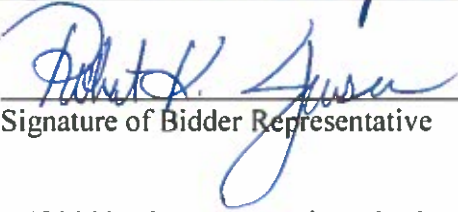
(951) 479-5471

Phone Number

(951) 479-5472

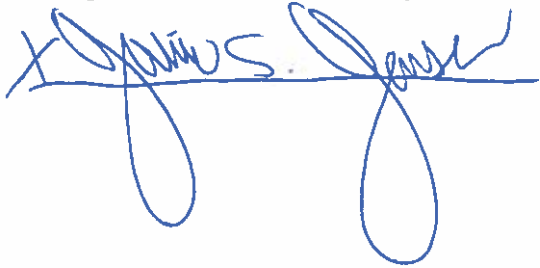
Fax Number

E-Mail R. JENSEN Company @ aol.com

By:  Date: 4/13/2016
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.



DESIGNATION OF SUBCONTRACTORS

ATTACHMENT NO. 1 TO BID FORM

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion of the work.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM
ATTACHMENT NO. 1 TO BID FORM

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone	D.B. Registration Number
PAVING	MEDINA CONST.	FULLERTON, CA	743177	(714) 871-8050	1000005716
ELECTRIC	FAR WEST	TUSTIN, CA	417478	(714) 505-8974	1000001893
GRADING	LE MASTER	NORCO, CA	843472	(951) 372-8511	1000007219
SITE WORK	TITAN CONST.	NORCO, CA	820136	(951) 712-3910	1000002226
LOW VOLTAGE	HI-TECH CABLING	ANAHEIM, CA	970366	(714) 457-8238	1000034759
FIRE ALARM	SIMPLEXGRINNELL	SANTA FE SPRINGS, CA	986047	(562) 405-3800	1000000576

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	E-Mail & Telephone*	DIR Registration Number*

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder: R. Jensen Co., Inc.
Date: 04/14/15
Name: Robert Jensen
Signature of Bidder Representative: [Signature]
Address: 538 6th St, Norco, CA 92860
Phone: (951) 479-5471

BID BOND FORM

ATTACHMENT NO. 2 TO BID FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and Contractors Bonding and Insurance Company (hereafter called "Surety"), are hereby held and firmly bound unto the Capistrano Unified School District (hereafter called "District") in the sum of Ten Percent of Total Amount Bid (\$ 10% of Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this 13th day of April, 20 16.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Bergeson Elementary School Relocatable Classroom Project - Bid No. 1516-21.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

R. Jensen Co., Inc.

By

Principal's Signature

Robert K. Jensen

Typed or Printed Name

Principal's Title

Surety's Signature

Rebecca Haas-Bates

Typed or Printed Name

Attorney-in-Fact

Title

Contractors Bonding and Insurance Company

Surety's Name

111 Pacifica, Suite 350, Irvine, CA 92618

Surety's Address

(949) 341-9110

Surety's Phone Number

(Corporate Seal)

By

(Attached Attorney in Fact Certificate)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

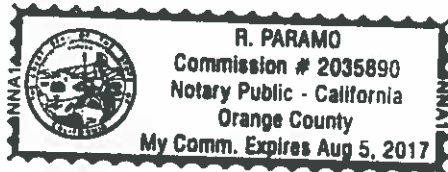
On 04/13/2016 before me, R. Paramo, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 04/13/2016
Number of Pages: Two(2) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Contractors Bonding and Insurance Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

William Syrkin, Sergio D. Bechara, Rebecca Haas-Bates, Richard Adair, Shirley Littell, jointly or severally

in the City of Irvine, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of October, 2015.

State of Illinois
County of Peoria

} SS



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

CERTIFICATE

On this 15th day of October, 2015, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 13th day of April, 2016.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
FORM

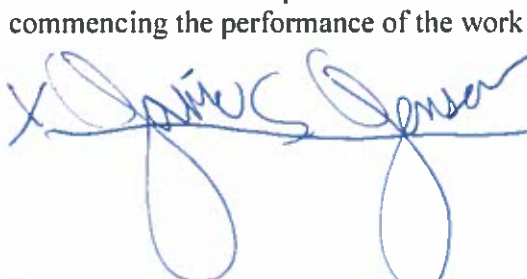


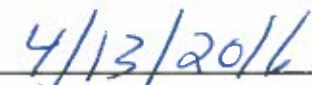
ATTACHMENT NO. 3 TO BID FORM

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

 
(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

ATTACHMENT NO. 4 TO BID FORM

The undersigned declares:

I am the PRESIDENT [Title] of R. JENSEN Co., INC
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 13
[Date], at Novato [City], CA [State].

Signed:

Typed Name:

Robert JENSEN

Xavier S. Jensen
Secretary

REQUEST FOR SUBSTITUTION AT TIME OF BID

ATTACHMENT NO. 5 TO BID FORM

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not "an/or equal" or is not accepted by District and I answer "no" I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request.

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to the General Conditions and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under the General Conditions if the Contractor is awarded the Project.

Name of Bidder: R. JENSEN CO., INC
By: Robert K. Jensen
District: _____
By: _____

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

ATTACHMENT NO. 6 TO BID FORM

TO: Capistrano Unified School District

RE: Project / Bid Number 1516-21

Construction Contract for TBD

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all Contractor's subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

R. JENSEN CO., INC.
Contracting Party

ROBERT JENSEN
Name of Agent/Title

Robert Jensen

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION
STATEMENT AT TIME OF BID

ATTACHMENT NO. 7 TO BID FORM

Each bidder must complete this form in order to comply with the Capistrano Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Project Name: BERGESON ES Relocatable Classroom Project

Bid No.: 1516-21

DSA No.: TBD

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers.

Check only one of the following:



The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.



The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____ dollars (\$ _____), which represents approximately _____ percent (____%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: R. JENSEN CO., INC

Name: ROBERT JENSEN

Title: PRESIDENT

Signature: [Signature]

Date: 4/13/2016

Bergeson Elementary School Relocatable Classroom Project
Capistrano Unified School District

DVBE Participation Statement Form
Page 34

SITE VISIT CERTIFICATION

ATTACHMENT NO. 8 TO BID FORM

I certify that I have visited the site of the proposed work and have fully acquainted myself with the conditions of the Project site, as well as those relating to construction and labor of the Project, and I fully understand the facilities, difficulties, and restrictions which may impact the total and adequate completion of the Project.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I agree to fully defend, indemnify and hold harmless the DISTRICT, Architect, Inspectors, Construction Manager (if any), and their directors, officers, employees, agents and volunteers from any damages, costs, expenses, or omissions related to conditions that could or should have been identified during my visit to the site.

Signature of Bidder: *Robert D. Jensen*

Typed Name of Bidder: R JENSEN COMPANY INC

State of California

County of _____

SUBSCRIBED AND SWORN TO (OR AFFIRMED) BEFORE ME on this _____ day of _____, 20____, by _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

(Notary Public)

My Commission Expires: _____

(Expiration Date)

See Attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____


 Signature of Document Signer No. 1

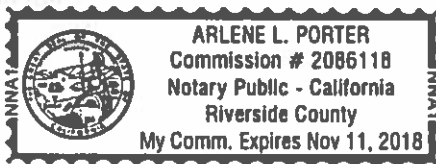
 Signature of Document Signer No. 2 (if any)

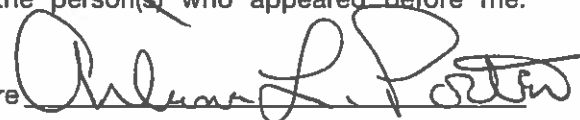
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of RIVERSIDE

Subscribed and sworn to (or affirmed) before me
 on this 14th day of Apr. 1, 2016
 by Robert K. Jensen
 (1) _____
 (and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.




 Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Side Visit Certification Document Date: 4-14-16
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

REFERENCES

ATTACHMENT NO. 9 TO BID FORM

1. The DISTRICT expressly reserves the right to reject the proposal of any Bidder who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Bidder is "non-responsible" and poses a substantial risk of being unable to supply the material, equipment, or services to complete the work in a cost-effective, professional and timely manner. The Bidder must complete and submit the attached form; failure to do so may be sufficient cause for the DISTRICT to reject the Bidder's bid as non-responsive.

2. In performing the above-described responsibility determination, the DISTRICT reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Bidder has previously supplied material or performed work, reference checks and examination of all public records.

3. The Bidder must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. The Bidder shall furnish the names, current phone numbers, addresses, points of contact, and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the Capistrano Unified School District.

4. Failure to furnish the references (*in the complete format required*) may cause your proposal to be rejected as non-responsive.

5. EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for X Y Z Unified School District
- (b) Phone # (222) 123-4567
- (c) 999 Holly Drive, L. A., CA 92000
- (d) Contact: J. Q. Jones III at above #

6. Reference #1

District or Entity: CAPISTRANO USD - DANA HILLS
Phone No.: 949) 234-9200
Address: 33122 VALLE ROAD, SAN JUAN CAP 92675
Name of Contact: CT KNOWLAND

Reference #2

District or Entity: CORONA NORCO USD - VARIOUS projects
Phone No.: 951) 736-5000
Address: 2820 CLARK AVE, NORCO, CA 92860
Name of Contact: LYNN MURRAY

Reference #3

District or Entity: RIVERSIDE USD - 4 sites portables & site work
Phone No.: 951) 788-7135
Address: 3380 14th, RIVERSIDE 92501
Name of Contact: KEVIN HAUSER

Reference #4

District or Entity: Palm Springs USD - 4 sites portables & site work
Phone No.: 760) 416-6126
Address: 980 E. TAQUITE Canyon Way, Palm Springs 92262
Name of Contact: JOHN VEGA

Reference #5

District or Entity: SADDLE BACK USD - VARIOUS projects
Phone No.: 949) 586-1234
Address: 25631 Peter A Hartman, Mission Viejo 92691
Name of Contact: DAVID BELL

By: _____

Signature of Bidder

AGREEMENT

THIS AGREEMENT, entered into this 26th day of May, 2016 in the County of Orange of the State of California, by and between the Capistrano Unified School District, hereinafter called the "District", and R. Jenson Co., Inc., hereinafter called the "Contractor".

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Bergeson Elementary School Relocatable Classroom Project ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall complete the Project (See Article 47) of the work within twenty-two calendar days from receipt of the Notice to Proceed, with mobilization to occur no sooner than June 13, 2016 and completion of the Project no later than July 28, 2016. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract Time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of

postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of Five Hundred Dollars (\$500) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event liquidated damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the District from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of three hundred and ninety one thousand dollars (\$391,000.00), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Designation of Subcontractors
Bid Bond
Bid Guarantee Form
Contractor's Certificate Regarding Worker's Compensation
Non-Collusion Declaration
Substitution Request Form
Acknowledgment of Bidding Practices Regarding Indemnity
DVBE Participation Statement
Site Visit Certification
References
Form Agreement
Payment Bond
Performance Bond
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
Guarantee
Contractor DVBE Close-Out Statement
Escrow Agreement for Security Deposit In Lieu of Retention
Insurance Documents and Endorsements
Contractor's Certificate Regarding Background Checks
General Conditions
Supplementary and Special Conditions (if any)
Specifications
All Addenda as Issued
Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class B Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

DISTRICT:

Capistrano Unified School District

By: _____

Janet Polite

Typed or Printed Name

Supervisor, Purchasing

Title

Board Approval Date: May 25, 2016

CONTRACTOR:

Typed or Printed Name

Title

Signature

Typed or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

3-cubic-yard "permanent" PLASTIC REFUSE BINS

	CR & R	WASTE MANAGEMENT	CR & R	WASTE MANAGEMENT	CR & R	WASTE MANAGEMENT	CR & R	WASTE MANAGEMENT	CR & R	WASTE MANAGEMENT
	1 per wk	1 per wk	2 per wk	2 per wk	3 per wk	3 per wk	4 per wk	4 per wk	5 per wk	5 per wk
1 bin	\$ 125.08	N-B	\$ 126.08	N-B	\$ 127.08	N-B	\$ 128.08	N-B	\$ 129.08	N-B
2 bins	\$ 250.16	N-B	\$ 252.16	N-B	\$ 254.16	N-B	\$ 256.16	N-B	\$ 258.16	N-B
3 bins	\$ 375.24	N-B	\$ 378.24	N-B	\$ 381.24	N-B	\$ 384.24	N-B	\$ 387.24	N-B
4 bins	\$ 500.32	N-B	\$ 504.32	N-B	\$ 508.32	N-B	\$ 512.32	N-B	\$ 516.32	N-B
5 bins	\$ 625.40	N-B	\$ 630.40	N-B	\$ 635.40	N-B	\$ 640.40	N-B	\$ 645.40	N-B
6 bins	\$ 750.48	N-B	\$ 756.48	N-B	\$ 762.48	N-B	\$ 768.48	N-B	\$ 774.48	N-B
7 bins	\$ 875.56	N-B	\$ 882.56	N-B	\$ 889.56	N-B	\$ 896.56	N-B	\$ 903.56	N-B
8 bins	\$ 1,000.64	N-B	\$ 1,008.64	N-B	\$ 1,016.64	N-B	\$ 1,024.64	N-B	\$ 1,032.64	N-B

3-cubic-yard "permanent" METAL REFUSE BINS

	CR & R	WASTE MANAGEMENT	CR & R	WASTE MANAGEMENT	CR & R	WASTE MANAGEMENT	CR & R	WASTE MANAGEMENT	CR & R	WASTE MANAGEMENT
	1 per wk	1 per wk	2 per wk	2 per wk	3 per wk	3 per wk	4 per wk	4 per wk	5 per wk	5 per wk
1 bin	\$ 115.08	\$ 54.69	\$ 116.08	\$ 109.38	\$ 117.08	\$ 164.06	\$ 118.08	\$ 218.75	\$ 119.08	\$ 273.44
2 bins	\$ 230.16	\$ 87.50	\$ 232.16	\$ 175.00	\$ 234.16	\$ 262.50	\$ 236.16	\$ 350.00	\$ 238.16	\$ 437.50
3 bins	\$ 345.24	\$ 120.31	\$ 348.24	\$ 240.63	\$ 351.24	\$ 360.94	\$ 354.24	\$ 481.25	\$ 357.24	\$ 601.57
4 bins	\$ 460.32	\$ 153.13	\$ 464.32	\$ 306.25	\$ 468.32	\$ 459.38	\$ 472.32	\$ 612.50	\$ 476.32	\$ 765.63
5 bins	\$ 575.40	\$ 185.94	\$ 580.40	\$ 371.88	\$ 585.40	\$ 557.82	\$ 590.40	\$ 743.76	\$ 595.40	\$ 929.69
6 bins	\$ 690.48	\$ 218.75	\$ 696.48	\$ 437.50	\$ 702.48	\$ 656.25	\$ 708.48	\$ 875.01	\$ 714.48	\$ 1,093.76
7 bins	\$ 805.56	\$ 251.56	\$ 812.56	\$ 503.13	\$ 819.56	\$ 754.69	\$ 826.56	\$ 1,006.26	\$ 833.56	\$ 1,257.82
8 bins	\$ 920.64	\$ 284.38	\$ 928.64	\$ 568.75	\$ 936.64	\$ 853.13	\$ 944.64	\$ 1,137.51	\$ 952.64	\$ 1,421.89

CR & R - Cost of extra pick-up/on call pick up: \$ 50.00

WASTE MANAGEMENT - Cost of extra pick-up/on call pick up: \$ 40.00

PRICE MATRIX

Temporary Bins	CR & R	WASTE MANAGEMENT	CR & R	WASTE MANAGEMENT
	Cost	Cost	Disposal Cost	Disposal Cost
40-yard roll-off bin	\$ 139.00	\$ 125.00	\$ 65.25	\$ 35.00
Low-boy construction bin	\$ 139.00	\$ 125.00	\$ 65.25	\$ 35.00
10-foot storage container	\$ 4.25**	\$ 125.00	N/A	N/A
20-foot storage container	\$ 4.25**	\$ 130.00	N/A	N/A
21-foot storage container	\$ 4.25**	\$ 130.00	N/A	N/A
26-foot storage container	\$ 4.25**	\$ 130.00	N/A	N/A
40-foot storage container	\$ 4.25**	\$ 140.00	\$	N/A

** Per Day
Rental

**Trash Pick-Up FALL/WINTER/SPRING 2016-2017 SCHEDULE
PLASTIC COMMERCIAL**

Site	Fall Start	TRASH BINS	Pick-up	CR & R	WASTE MANAGEMENT	RECYCLE	Pick-up	CR & R	WASTE MANAGEMENT
				MONTHLY COST	MONTHLY COST			MONTHLY COST	MONTHLY COST
Ambuehl & Tutor Time Building	21-Aug	2	M, W, F	\$ 254.16	N-B	2	W,F	\$ 126.08	N-B
Arroyo Vista K-8	21-Aug	1	Daily	\$ 129.08	N-B	1	Daily	\$ 64.54	N-B
Barcelona Hills	21-Aug	1	M, W, F	\$ 127.08	N-B	1	M,W,F	\$ 63.54	N-B
Bathgate	21-Aug	1	M, W, F	\$ 127.08	N-B	1	M,F	\$ 63.04	N-B
Benedict	21-Aug	1	Daily	\$ 129.08	N-B	1	MWF	\$ 63.54	N-B
Bergeson	21-Aug	1	M, W, F	\$ 127.08	N-B	1	M,W,F	\$ 63.54	N-B
Canyon Vista	21-Aug	2	M, W, F	\$ 254.16	N-B	1	M,W,F	\$ 63.54	N-B
Castille	21-Aug	1	M, W, F	\$ 127.08	N-B	1	M,W,F	\$ 63.54	N-B
Chaparral	21-Aug	2	M, W, F	\$ 254.16	N-B	1	M, W, F	\$ 63.54	N-B
Concordia	21-Aug	1	M, W, F	\$ 127.08	N-B	1	M,W,F	\$ 63.54	N-B
Crown Valley	21-Aug	1	M, W, F	\$ 127.08	N-B	1	M,W,F	\$ 63.54	N-B
R. H. Dana	21-Aug	3	M, W, F	\$ 381.24	N-B	1	Daily	\$ 64.54	N-B
R. H. Dana-ENF	Continuous	1	Daily	\$ 129.08	N-B				N-B
Hankey	21-Aug	1	M,W,F	\$ 127.08	N-B	1	W,F	\$ 63.04	N-B
SCHS Upper Campus	21-Aug	1	M, W, F	\$ 127.08	N-B	1	M,W,F	\$ 63.54	N-B
Hidden Hills	21-Aug	1	M, W, F	\$ 127.08	N-B	1	M, W, F	\$ 63.54	N-B
Kinoshita	21-Aug	2	Daily	\$ 258.16	N-B	1	TU,TH	\$ 63.04	N-B
Laguna Niguel	21-Aug	2	M, W	\$ 252.16	N-B	1	W, F	\$ 63.04	N-B
Las Palmas	21-Aug	2	Daily	\$ 258.16	N-B	1	Daily	\$ 64.54	N-B
Lobo	21-Aug	1	M, W, F	\$ 127.08	N-B	1	M, W, F	\$ 63.54	N-B
Malcom	21-Aug	1	Daily	\$ 129.08	N-B	1	M, TH	\$ 63.04	N-B
Marblehead	21-Aug	2	M, W, F	\$ 254.16	N-B	1	M, W, F	\$ 63.54	N-B
Moulton	21-Aug	3	M, W, F	\$ 381.24	N-B	1	M, W, F	\$ 63.54	N-B
Oak Grove	21-Aug	2	Daily	\$ 258.16	N-B	1	Daily	\$ 64.54	N-B
Oso Grande	21-Aug	1	Daily	\$ 129.08	N-B	1	Daily	\$ 64.54	N-B
Palisades	21-Aug	1	Daily	\$ 129.08	N-B	1	Daily	\$ 64.54	N-B
Reilly	Continuous	2	M, W, F	\$ 254.16	N-B	1	M, W, F	\$ 63.54	N-B
San Juan	21-Aug	3	Daily	\$ 387.24	N-B	1	T	\$ 62.54	N-B
Tijeras Creek	21-Aug	2	M, W, F	\$ 254.16	N-B	1	M,W,F	\$ 63.54	N-B
Viejo	21-Aug	2	M, W, F	\$ 254.16	N-B	1	M,W,F	\$ 63.54	N-B
Wagon Wheel	21-Aug	2	Daily	\$ 258.16	N-B	1	Daily	\$ 64.54	N-B
White	21-Aug	2	Daily	\$ 258.16	N-B	1	Daily	\$ 64.54	N-B
Wood Canyon	21-Aug	2	M, W, TH, F	\$ 256.16	N-B	1	TU,TH	\$ 63.04	N-B
Aliso Viejo	21-Aug	3	Daily	\$ 387.24	N-B	1	M,W,F	\$ 63.54	N-B
Don Juan Avila (+ elementary school)	21-Aug	3	Daily	\$ 387.24	N-B	1	Daily	\$ 64.54	N-B
Bernice Ayer	21-Aug	2	Daily	\$ 258.16	N-B	2	Daily	\$ 129.08	N-B
Ladera Ranch (+ elementary school)	21-Aug	3	Daily	\$ 387.24	N-B	1	Daily	\$ 64.54	N-B
Las Flores (+ elementary school)	21-Aug	3	Daily	\$ 387.24	N-B	2	Daily	\$ 129.08	N-B
Marco Forster (+ Del Obispo)	21-Aug	4	Daily	\$ 516.32	N-B	2	Daily	\$ 129.08	N-B
Fred Newhart	21-Aug	3	Daily	\$ 387.24	N-B	1	Daily	\$ 64.54	N-B
Niguel Hills	21-Aug	4	Daily	\$ 516.32	N-B	2	Daily	\$ 129.08	N-B
Shorecliffs	21-Aug	3	Daily	\$ 387.24	N-B	1	M,TH	\$ 63.04	N-B
Vista del Mar (+ elementary) school)	21-Aug	3	Daily	\$ 387.24	N-B	1	Daily	\$ 64.54	N-B
Aliso Niguel	21-Aug	7	Daily	\$ 903.56	N-B	3	Daily	\$ 193.62	N-B
Capistrano Valley	21-Aug	5	Daily	\$ 645.40	N-B	2	Daily	\$ 129.08	N-B

Trash Pick-Up FALL/WINTER/SPRING 2016-2017 SCHEDULE
PLASTIC COMMERCIAL

Site	Fall Start	TRASH BINS	Pick-up	CR & R	WASTE MANAGEMENT	RECYCLE	Pick-up	CR & R	WASTE MANAGEMENT
				MONTHLY COST	MONTHLY COST			MONTHLY COST	MONTHLY COST
Dana Hills	21-Aug	7	Daily	\$ 903.56	N-B	2	Daily	\$ 129.08	N-B
San Clemente	21-Aug	6	Daily	\$ 774.48	N-B	1	Daily	\$ 64.54	N-B
San Juan Hills	21-Aug	4	Daily	\$ 516.32	N-B	1	M,W,F	\$ 63.54	N-B
Tesoro	21-Aug	6	Daily	\$ 774.48	N-B	3	Daily	\$ 193.62	N-B
Junipero Serra/Community Education	Continuous	2	Daily	\$ 258.16	N-B	1	TU,F	\$ 63.04	N-B
Thomsley Center – 32972 Calle Perfecto	Continuous	2	Daily	\$ 258.16	N-B	1	MWF	\$ 63.54	N-B
Education Center – 33122 Valle Rd.	Continuous	2	Daily	\$ 258.16	N-B	2	M,W,F	\$ 127.08	N-B
Maintenance & Operations	Continuous	2	Daily	\$ 258.16	N-B				N-B
Transportation – North	Continuous	1	M, W, F	\$ 127.08	N-B	1	TU	\$ 62.54	N-B
			SUBTOTAL	\$ 16,452.24	N-B		SUBTOTAL	\$ 4,090.56	N-B
						GRAND	FOR ALL		
						TOTAL	SERVICES	\$ 20,542.80	N-B

**Trash Pick-Up SUMMER SCHEDULE
PLASTIC COMMERCIAL CONTAINERS**

Sites having Summer School	Summer	# TRASH BINS	Pick-Up	CR & R	WASTE MANAGEMENT	# RECYCL E BINS	Pick-up	CR & R	WASTE MANAGEMENT
				MONTHLY COST	MONTHLY COST			MONTHLY COST	MONTHLY COST
Crown Valley Elementary	Continuous	1	T, F	\$ 126.08	N-B	1	ON CALL	\$ 50.00	N-B
Reilly Elementary	Continuous	2	T, F	\$ 252.16	N-B	1	ON CALL	\$ 50.00	N-B
R.H. Dana & ENF	Continuous	4	T, F	\$ 512.32	N-B	1	ON CALL	\$ 50.00	N-B
Wood Canyon Elementary	Continuous	2	T, F	\$ 252.16	N-B	1	ON CALL	\$ 50.00	N-B
Vista Del Mar Middle School	Continuous	3	T, F	\$ 378.24	N-B	1	ON CALL	\$ 50.00	N-B
Ladera Ranch MS	Continuous	2	T, F	\$ 252.16	N-B	1	ON CALL	\$ 50.00	N-B
Marco Forster MS	Continuous	4	T, F	\$ 504.32	N-B	2	ON CALL	\$ 100.00	N-B
Junipero Serra/Community Ed	Continuous	2	T, F	\$ 252.16	N-B	1	ON CALL	\$ 50.00	N-B
Aliso Niguel High School	Continuous	7	F	\$ 875.56	N-B	3	F	\$ 187.62	N-B
San Juan Hills High School	Continuous	4	F	\$ 500.32	N-B	1	F	\$ 50.00	N-B
Capistrano Valley High School	Continuous	5	F	\$ 625.40	N-B	2	F	\$ 100.00	N-B
Dana Hills High School	Continuous	7	F	\$ 875.56	N-B	2	F	\$ 100.00	N-B
San Clemente High School	Continuous	6	F	\$ 750.48	N-B	1	F	\$ 50.00	N-B
Tesoro High School	Continuous	6	F	\$ 750.48	N-B	3	F	\$ 187.62	N-B
			SUB TOTAL	\$ 6,907.40	\$ -		SUB TOTAL	\$ 1,125.24	\$ -
						GRAND TOTAL	FOR ALL SERVICES	\$ 8,032.64	N-B

CR & R - Extra Pick-up /On-call pick up \$50.00 each x 87 (based on average number of summer schedule monthly pick ups) = \$4,350.00

Trash Pick-Up FALL/WINTER/SPRING 2016-2017 SCHEDULE
METAL COMMERCIAL CONTAINERS

Site	Fall Start	TRASH BINS	Pick-up	CR & R	WASTE MANAGEMENT	RECYCLE	Pick-up	CR & R	WASTE MANAGEMENT
				MONTHLY COST	MONTHLY COST			MONTHLY COST	MONTHLY COST
Ambuehl & Tutor Time Building	21-Aug	2	M, W, F	\$ 234.16	\$ 262.50	2	W,F	\$ 116.08	\$ 103.50
Arroyo Vista K-8	21-Aug	1	Daily	\$ 119.08	\$ 273.44	1	Daily	\$ 59.54	\$ 161.73
Barcelona Hills	21-Aug	1	M, W, F	\$ 117.08	\$ 164.06	1	M,W,F	\$ 58.54	\$ 97.04
Bathgate	21-Aug	1	M, W, F	\$ 117.08	\$ 164.06	1	M,F	\$ 58.04	\$ 64.69
Benedict	21-Aug	1	Daily	\$ 119.08	\$ 273.44	1	MWF	\$ 58.54	\$ 97.04
Bergeson	21-Aug	1	M, W, F	\$ 117.08	\$ 164.06	1	M,W,F	\$ 58.54	\$ 97.04
Canyon Vista	21-Aug	2	M, W, F	\$ 234.16	\$ 262.50	1	M,W,F	\$ 58.54	\$ 97.04
Castille	21-Aug	1	M, W, F	\$ 117.08	\$ 164.06	1	M,W,F	\$ 58.54	\$ 97.04
Chaparral	21-Aug	2	M, W, F	\$ 234.16	\$ 262.50	1	M, W, F	\$ 58.54	\$ 97.04
Concordia	21-Aug	1	M, W, F	\$ 117.08	\$ 164.06	1	M,W,F	\$ 58.54	\$ 97.04
Crown Valley	21-Aug	1	M, W, F	\$ 117.08	\$ 164.06	1	M,W,F	\$ 58.54	\$ 97.04
R. H. Dana	21-Aug	3	M, W, F	\$ 351.24	\$ 360.94	1	Daily	\$ 59.54	\$ 161.73
R. H. Dana-ENF	Continuous	1	Daily	\$ 119.08	\$ 273.44				
Hankey	21-Aug	1	M,W,F	\$ 117.08	\$ 164.06	1	W,F	\$ 58.04	\$ 64.69
SCHS Upper Campus	21-Aug	1	M, W, F	\$ 117.08	\$ 164.06	1	M,W,F	\$ 58.54	\$ 97.04
Hidden Hills	21-Aug	1	M, W, F	\$ 117.08	\$ 164.06	1	M, W, F	\$ 58.54	\$ 97.04
Kinoshita	21-Aug	2	Daily	\$ 238.16	\$ 437.50	1	TU,TH	\$ 58.04	\$ 64.69
Laguna Niguel	21-Aug	2	M, W	\$ 232.16	\$ 175.00	1	W, F	\$ 58.04	\$ 64.69
Las Palmas	21-Aug	2	Daily	\$ 238.16	\$ 437.50	1	Daily	\$ 59.54	\$ 161.73
Lobo	21-Aug	1	M, W, F	\$ 117.08	\$ 164.06	1	M, W, F	\$ 58.54	\$ 97.04
Malcom	21-Aug	1	Daily	\$ 119.08	\$ 273.44	1	M, TH	\$ 58.04	\$ 64.69
Marblehead	21-Aug	2	M, W, F	\$ 234.16	\$ 262.50	1	M, W, F	\$ 58.54	\$ 97.04
Moulton	21-Aug	3	M, W, F	\$ 351.24	\$ 360.94	1	M, W, F	\$ 58.54	\$ 97.04
Oak Grove	21-Aug	2	Daily	\$ 238.16	\$ 437.50	1	Daily	\$ 59.54	\$ 161.73
Oso Grande	21-Aug	1	Daily	\$ 119.08	\$ 273.44	1	Daily	\$ 59.54	\$ 161.73
Palisades	21-Aug	1	Daily	\$ 119.08	\$ 273.44	1	Daily	\$ 59.54	\$ 161.73
Reilly	Continuous	2	M, W, F	\$ 234.16	\$ 262.50	1	M, W, F	\$ 58.54	\$ 97.04
San Juan	21-Aug	3	Daily	\$ 357.24	\$ 601.57	1	T	\$ 57.54	\$ 32.35
Tijeras Creek	21-Aug	2	M, W, F	\$ 234.16	\$ 262.50	1	M,W,F	\$ 58.54	\$ 97.04
Viejo	21-Aug	2	M, W, F	\$ 234.16	\$ 262.50	1	M,W,F	\$ 58.54	\$ 97.04
Wagon Wheel	21-Aug	2	Daily	\$ 238.16	\$ 437.50	1	Daily	\$ 59.54	\$ 161.73
White	21-Aug	2	Daily	\$ 238.16	\$ 437.50	1	Daily	\$ 59.54	\$ 161.73
Wood Canyon	21-Aug	2	M, W, TH, F	\$ 236.16	\$ 350.00	1	TU,TH	\$ 58.04	\$ 64.69
Aliso Viejo	21-Aug	3	Daily	\$ 357.24	\$ 601.57	1	M,W,F	\$ 58.54	\$ 97.04
Don Juan Avila (+ elementary school)	21-Aug	3	Daily	\$ 357.24	\$ 601.57	1	Daily	\$ 59.54	\$ 161.73
Bernice Ayer	21-Aug	2	Daily	\$ 238.16	\$ 437.50	2	Daily	\$ 119.08	\$ 161.73
Ladera Ranch (+ elementary school)	21-Aug	3	Daily	\$ 357.24	\$ 601.57	1	Daily	\$ 59.54	\$ 161.73
Las Flores (+ elementary school)	21-Aug	3	Daily	\$ 357.24	\$ 601.57	2	Daily	\$ 119.08	\$ 161.73
Marco Forster (+ Del Obispo)	21-Aug	4	Daily	\$ 476.32	\$ 765.63	2	Daily	\$ 119.08	\$ 161.73
Fred Newhart	21-Aug	3	Daily	\$ 357.24	\$ 601.57	1	Daily	\$ 59.54	\$ 161.73
Niguel Hills	21-Aug	4	Daily	\$ 476.32	\$ 765.63	2	Daily	\$ 119.08	\$ 161.73
Shorecliffs	21-Aug	3	Daily	\$ 357.24	\$ 601.57	1	M,TH	\$ 58.04	\$ 64.69
Vista del Mar (+ elementary school)	21-Aug	3	Daily	\$ 357.24	\$ 601.57	1	Daily	\$ 59.54	\$ 161.73
Aliso Niguel	21-Aug	7	Daily	\$ 833.56	\$ 1,257.82	3	Daily	\$ 193.62	\$ 355.80
Capistrano Valley	21-Aug	5	Daily	\$ 595.40	\$ 929.69	2	Daily	\$ 119.08	\$ 161.73
Dana Hills	21-Aug	7	Daily	\$ 833.56	\$ 1,257.82	2	Daily	\$ 119.08	\$ 161.73
San Clemente	21-Aug	6	Daily	\$ 714.48	\$ 1,093.76	1	Daily	\$ 59.54	\$ 161.73
San Juan Hills	21-Aug	4	Daily	\$ 476.32	\$ 765.63	1	M,W,F	\$ 58.54	\$ 97.04

**Trash Pick-Up FALL/WINTER/SPRING 2016-2017 SCHEDULE
METAL COMMERCIAL CONTAINERS**

Site	Fall Start	TRASH BINS	Pick-up	CR & R	WASTE	RECYCLE	Pick-up	CR & R	WASTE
				MONTHLY COST	MANAGEMENT			MONTHLY COST	MANAGEMENT
Tesoro	21-Aug	6	Daily	\$ 714.48	\$ 1,093.76	3	Daily	\$ 193.62	\$ 355.80
Junipero Serra/Community Education	Continuous	2	Daily	\$ 238.16	\$ 437.50	1	TU,F	\$ 58.04	\$ 64.69
Thomsley Center – 32972 Calle Perfecto	Continuous	2	Daily	\$ 238.16	\$ 437.50	1	MWF	\$ 58.54	\$ 97.04
Education Center – 33122 Valle Rd.	Continuous	2	Daily	\$ 238.16	\$ 437.50	2	M,W,F	\$ 117.08	\$ 155.26
Maintenance & Operations	Continuous	2	Daily	\$ 238.16	\$ 437.50				
Transportation – North	Continuous	1	M, W, F	\$ 117.08	\$ 164.06	1	TU	\$ 57.54	\$ 32.35
			SUBTOTAL	\$ 15,172.24	\$ 23,646.98		SUBTOTAL	\$ 3,800.56	\$ 6,469.21
GRAND TOTAL							FOR ALL SERVICES	\$ 18,972.80	\$ 30,116.19

**Trash Pick-Up SUMMER 2016 SCHEDULE
METAL COMMERCIAL CONTAINERS
WASTE**

Sites having Summer School	Summer	# TRASH BINS	Pick-Up	CR & R		# RECYCLE BINS	Pick-up	WASTE MANAGEMENT	
				MONTHLY COST	MONTHLY COST			MONTHLY COST	MONTHLY COST
Crown Valley Elementary	Continuous	1	T, F	\$ 116.08	\$ 109.38	1	ON CALL 2 Pick-ups per MO	\$ 50.00	\$ 64.69
Reilly Elementary	Continuous	2	T, F	\$ 232.16	\$ 175.00	1	ON CALL 2 Pick-ups per MO	\$ 50.00	\$ 64.69
R.H. Dana & ENF	Continuous	4	T, F	\$ 464.32	\$ 306.25	1	ON CALL 2 Pick-ups per MO	\$ 50.00	\$ 64.69
Wood Canyon Elementary	Continuous	2	T, F	\$ 232.16	\$ 175.00	1	ON CALL 2 Pick-ups per MO	\$ 50.00	\$ 64.69
Vista Del Mar Middle School	Continuous	3	T, F	\$ 348.24	\$ 240.63	1	ON CALL 2 Pick-ups per MO	\$ 50.00	\$ 64.69
Ladera Ranch MS	Continuous	2	T, F	\$ 232.16	\$ 175.00	1	ON CALL 2 Pick-ups per MO	\$ 50.00	\$ 64.69
Marco Forster MS	Continuous	4	T, F	\$ 464.32	\$ 306.25	2	ON CALL 2 Pick-ups per MO	\$ 100.00	\$ 103.50
Junipero Serra/Community Ed	Continuous	2	T, F	\$ 232.16	\$ 175.00	1	ON CALL 2 Pick-ups per MO	\$ 50.00	\$ 64.69
Aliso Niguel High School	Continuous	7	F	\$ 805.56	\$ 251.56	3	F	\$ 172.62	\$ 71.16
San Juan Hills High School	Continuous	4	F	\$ 460.32	\$ 153.13	1	F	\$ 50.00	\$ 32.35
Capistrano Valley High School	Continuous	5	F	\$ 575.40	\$ 185.94	2	F	\$ 115.08	\$ 51.75
Dana Hills High School	Continuous	7	F	\$ 805.56	\$ 251.56	2	F	\$ 115.08	\$ 51.75
San Clemente High School	Continuous	6	F	\$ 690.48	\$ 218.75	1	F	\$ 57.54	\$ 32.35
Tesoro High School	Continuous	6	F	\$ 690.48	\$ 218.75	3	F	\$ 172.62	\$ 71.16
			SUB TOTAL	\$ 6,349.40	\$ 2,942.20		SUB TOTAL	\$ 1,132.94	\$ 866.85
GRAND TOTAL							FOR ALL SERVICES	\$ 7,482.34	\$ 3,809.05

CR & R - Extra Pick-up /On-call pick up \$50.00 each x 87 (based on average number of summer schedule monthly pick ups) = \$4,350.00

SERVICE TO COLLECT, RECYCLE, AND DISPOSE
OF SOLID WASTE DISTRICTWIDE

Bid No. 1516-24

BID FORM

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following: **Bid No. 1516-24, Service to Collect, Recycle & Dispose of Solid Waste Districtwide**

all in strict conformity with the Project Documents, including Addenda Nos. _____, _____, _____, and _____, on file at the office of the Purchasing Department of said DISTRICT.

PRICE MATRIX

3-cubic-yard "permanent" PLASTIC REFUSE BINS

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 125.08	\$ 126.08	\$ 127.08	\$ 128.08	\$ 129.08
2 bins	\$ 250.16	\$ 252.16	\$ 254.16	\$ 256.16	\$ 258.16
3 bins	\$ 375.24	\$ 378.24	\$ 381.24	\$ 384.24	\$ 387.24
4 bins	\$ 500.32	\$ 504.32	\$ 508.32	\$ 512.32	\$ 516.32
5 bins	\$ 625.40	\$ 630.40	\$ 635.40	\$ 640.40	\$ 645.40
6 bins	\$ 750.48	\$ 756.48	\$ 762.48	\$ 768.48	\$ 774.48
7 bins	\$ 875.56	\$ 882.56	\$ 889.56	\$ 896.56	\$ 903.56
8 bins	\$ 1,000.64	\$ 1,008.64	\$ 1,016.64	\$ 1,024.64	\$ 1,032.64

PRICE MATRIX

3-cubic-yard "permanent" METAL REFUSE BINS

BID FORM

	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 115.08	\$ 116.08	\$ 117.08	\$ 118.08	\$ 119.08
2 bins	\$ 230.16	\$ 232.16	\$ 234.16	\$ 236.16	\$ 238.16
3 bins	\$ 345.24	\$ 348.24	\$ 351.24	\$ 354.24	\$ 357.24
4 bins	\$ 460.32	\$ 464.32	\$ 468.32	\$ 472.32	\$ 476.32
5 bins	\$ 575.40	\$ 580.40	\$ 585.40	\$ 590.40	\$ 595.40
6 bins	\$ 690.48	\$ 696.48	\$ 702.48	\$ 708.48	\$ 714.48
7 bins	\$ 805.56	\$ 812.56	\$ 819.56	\$ 826.56	\$ 833.56
8 bins	\$ 920.64	\$ 928.64	\$ 936.64	\$ 944.64	\$ 952.64

Cost of extra pick-up/on call pick up: \$ 50.00

PRICE MATRIX

Temporary Bins	Cost	Disposal Cost
40-yard roll-off bin	\$ 139.00	\$ 65.25
Low-boy construction bin	\$ 139.00	\$ 65.25
10-foot storage container	\$ 4.25 **	\$ N/A
20-foot storage container	\$ 4.25 **	\$ N/A
21-foot storage container	\$ 4.25 **	\$ N/A
26-foot storage container	\$ 4.25 **	\$ N/A
40-foot storage container	\$ 4.25 **	\$

** Per day rental

Provide a Price Matrix for any additional services and equipment that you would recommend or provide under this contract. The Price Matrix will become part of this contract.

The contract will be awarded to the lowest responsive, responsible bidder. The low bid will be determined by the lowest total cost for services during a Fall/Winter/Spring Schedule month, and a Summer Schedule month, plus the total for extra/on-call pick ups for a summer month providing either metal or plastic commercial bins. The Bid Price Sheet contains the actual

BID FORM

service requirements of the District.

BID FORM

BID PRICE SHEET

PLASTIC COMMERCIAL CONTAINERS

BID FORM

BID PRICE SHEET

TRASH PICK-UP FALL/WINTER/SPRING 2016-2017 SCHEDULE

PLASTIC COMMERCIAL CONTAINERS

SITE	FALL START	TRASH BINS	PICK-UP	MONTHLY COST	RECYCLE	PICK-UP	MONTHLY COST
Ambuchi & Tutor Time Building	8/21	2	M, W, F	254.16	2	W, F	128.08
Arroyo Vista K-8	8/21	1	Daily	129.08	1	Daily	64.54
Barcelona Hills	8/21	1	M, W, F	127.08	1	M, W, F	63.54
Batheate	8/21	1	M, W, F	127.08	1	M, F	63.04
Benedict	8/21	1	Daily	129.08	1	M, W, F	63.54
Bergeson	8/21	1	M, W, F	127.08	1	M, W, F	63.54
Canyon Vista	8/21	2	M, W, F	254.16	1	M, W, F	63.54
Castille	8/21	1	M, W, F	127.08	1	M, W, F	63.54
Chaparral	8/21	2	M, W, F	254.16	1	M, W, F	63.54
Concordia	8/21	1	M, W, F	127.08	1	M, W, F	63.54
Crown Valley	8/21	1	M, W, F	127.08	1	M, W, F	63.54
R. H. Dana	8/21	3	M, W, F	381.24	1	Daily	64.54
R. H. Dana-ENF	Continuous	1	Daily	129.08			
Hankey	8/21	1	M, W, F	127.08	1	W, F	63.04
SCHS Upper Campus	8/21	1	M, W, F	127.08	1	M, W, F	63.54
Hidden Hills	8/21	1	M, W, F	127.08	1	M, W, F	63.54
Kinoshita	8/21	2	Daily	258.16	1	TU, TH	63.04
Laguna Niguel	8/21	2	M, W	252.16	1	W, F	63.04
Las Palmas	8/21	2	Daily	258.16	1	Daily	64.54
Lobo	8/21	1	M, W, F	127.08	1	M, W, F	63.54
Malcom	8/21	1	Daily	129.08	1	M, TH	63.04
Marblehead	8/21	2	M, W, F	254.16	1	M, W, F	63.54
Moulton	8/21	3	M, W, F	381.24	1	M, W, F	63.54
Oak Grove	8/21	2	Daily	258.16	1	Daily	64.54
Oso Grande	8/21	1	Daily	129.08	1	Daily	64.54
Palisades	8/21	1	Daily	129.08	1	Daily	64.54
Reilly	Continuous	2	M, W, F	254.16	1	M, W, F	63.54
San Juan	8/21	3	Daily	387.24	1	T	62.54
Tuerras Creek	8/21	2	M, W, F	254.16	1	M, W, F	63.54
Vicio	8/21	2	M, W, F	254.16	1	M, W, F	63.54
Wagon Wheel	8/21	2	Daily	258.16	1	Daily	64.54
White	8/21	2	Daily	258.16	1	Daily	64.54
Wood Canyon	8/21	2	M, W, TH, F	298.16	1	TU, TH	63.04
Aliso Vicio	8/21	3	Daily	387.24	1	M, W, F	63.54
Don Juan Avila (+ elementary)	8/21	3	Daily	387.24	1	Daily	64.54
Bernice Aver	8/21	2	Daily	258.16	2	Daily	129.08
Ladera Ranch (+ elementary)	8/21	3	Daily	387.24	1	Daily	64.54

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SITE	FALL START	TRASH BINS	PICK-UP	MONTHLY COST	RECYCLE	PICK-UP	MONTHLY COST
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BID FORM

BID PRICE SHEET

TRASII PICK-UP – SUMMER 2016 SCHEDULE

All CUSD schools listed on the regular school Fall/Winter/Spring Schedule are to be "on-call service only" from June 21 through July 31, 2016, EXCEPT FOR THE FOLLOWING SUMMER SCHOOLS, which will be continuous until July 31, 2016.

PLASTIC COMMERCIAL CONTAINERS

SITES HAVING SUMMER SCHOOL	SUMMER	# TRASH BINS	PICK-UP	MONTHLY COST	# RECYCLE BINS	PICK-UP	MONTHLY COST
Crown Valley Elementary	Continuous	1	T, F	126.08	1	ON CALL 2 pick ups per mo	50.00
Reilly Elementary	Continuous	2	T, F	252.16	1	ON CALL 2 pick ups per mo	50.00
R.H. Dana & ENF	Continuous	4	T, F	512.32	1	ON CALL 2 pick ups per mo	50.00
Wood Canyon Elementary	Continuous	2	T, F	252.16	1	ON CALL 2 pick ups per mo	50.00
Vista Del Mar Middle School	Continuous	3	T, F	378.24	1	ON CALL 2 pick ups per mo	50.00
Ladera Ranch MS	Continuous	2	T, F	252.16	1	ON CALL 2 pick ups per mo	50.00
Marco Forster MS	Continuous	4	T, F	504.32	2	ON CALL 2 pick ups per mo each bin	100.00
Junipero Serra/Community Ed	Continuous	2	T, F	252.16	1	ON CALL 2 pick ups per mo	50.00
Aliso Niguel High School	Continuous	7	F	875.56	3	F	187.62
San Juan Hills High School	Continuous	4	F	500.32	1	F	50.00
Capistrano Valley High School	Continuous	5	F	625.40	2	F	100.00
Dana Hills High School	Continuous	7	F	875.56	2	F	100.00
San Clemente High School	Continuous	6	F	750.48	1	F	50.00
Tecoro High School	Continuous	6	F	750.48	3	F	187.62
			SUB TOTAL	\$ 6,907.40		SUB TOTAL	\$ 1,125.24
					GRAND TOTAL	FOR ALL SERVICES	\$ 8,032.64

Extra pick up/on call pick up \$ 50.00 each x 87 (based on average number of summer schedule monthly pick ups) = \$ 4,350.00

BID FORM

Las Flores (+ elementary school)	8/21	3	Daily	387.24	2	Daily	129.08
Marco Forster (+ Del Obispo)	8/21	4	Daily	618.32	2	Daily	129.08
Fred Newhart	8/21	3	Daily	387.24	1	Daily	64.54
Niguel Hills	8/21	4	Daily	618.32	2	Daily	129.08
Shorecliffs	8/21	3	Daily	387.24	1	M,TH	63.04
Vista del Mar (+ elementary)	8/21	3	Daily	387.24	1	Daily	64.54
Aliso Niguel	8/21	7	Daily	903.58	3	Daily	193.62
Capistrano Valley	8/21	5	Daily	845.40	2	Daily	129.08
Dana Hills	8/21	7	Daily	903.58	2	Daily	129.08
San Clemente	8/21	6	Daily	774.48	1	Daily	64.54
San Juan Hills	8/21	4	Daily	618.32	1	M,W,F	63.54
Tesoro	8/21	6	Daily	774.48	3	Daily	193.62
Junipero Serra/Community	Continuous	2	Daily	258.16	1	TU,F	63.04
Thomsley Center – 32972 Calle	Continuous	2	Daily	258.16	1	MWF	63.54
Education Center – 33122 Valle	Continuous	2	Daily	258.16	2	M,W,F	127.08
Maintenance & Operations	Continuous	2	Daily	258.16			
Transportation – North	Continuous	1	M, W, F	127.08	1	TU	62.54
			SUBTOTAL	\$ 18,452.86		SUBTOTAL	\$ 4,090.56
					GRAND TOTAL	FOR ALL SERVICES	\$ 20,543.52

BID FORM

BID PRICE SHEET

METAL COMMERCIAL CONTAINERS

BID FORM

BID PRICE SHEET

TRASH PICK-UP FALL/WINTER/SPRING 2016-2017 SCHEDULE

METAL COMMERCIAL CONTAINERS

SITE	FALL START	TRASH BINS	PICK-UP	MONTHLY COST	RECYCLE	PICK-UP	MONTHLY COST
Ambuehl & Tutor Time Building	8/21	2	M, W, F	234.16	2	W, F	118.08
Arroyo Vista K-8	8/21	1	Daily	119.08	1	Daily	58.54
Barcelona Hills	8/21	1	M, W, F	117.08	1	M, W, F	58.54
Bathgate	8/21	1	M, W, F	117.08	1	M, F	58.04
Benedict	8/21	1	Daily	119.08	1	M, W, F	58.54
Bergeson	8/21	1	M, W, F	117.08	1	M, W, F	58.54
Canvon Vista	8/21	2	M, W, F	234.16	1	M, W, F	58.54
Castille	8/21	1	M, W, F	117.08	1	M, W, F	58.54
Chaparral	8/21	2	M, W, F	234.16	1	M, W, F	58.54
Concordia	8/21	1	M, W, F	117.08	1	M, W, F	58.54
Crown Valley	8/21	1	M, W, F	117.08	1	M, W, F	58.54
R. H. Dana	8/21	3	M, W, F	351.24	1	Daily	58.54
R. H. Dana-ENF	Continuous	1	Daily	119.08			
Hankey	8/21	1	M, W, F	117.08	1	W, F	58.04
SCHS Upper Campus	8/21	1	M, W, F	117.08	1	M, W, F	58.54
Hidden Hills	8/21	1	M, W, F	117.08	1	M, W, F	58.54
Kinoshita	8/21	2	Daily	238.16	1	TU, TH	58.04
Laguna Niguel	8/21	2	M, W	232.16	1	W, F	58.04
Las Palmas	8/21	2	Daily	238.16	1	Daily	58.54
Lobo	8/21	1	M, W, F	117.08	1	M, W, F	58.54
Malcom	8/21	1	Daily	119.08	1	M, TH	58.04
Marblehead	8/21	2	M, W, F	234.16	1	M, W, F	58.54
Moulton	8/21	3	M, W, F	351.24	1	M, W, F	58.54
Oak Grove	8/21	2	Daily	238.16	1	Daily	58.54
Oso Grande	8/21	1	Daily	119.08	1	Daily	58.54
Palisades	8/21	1	Daily	119.08	1	Daily	58.54
Reilly	Continuous	2	M, W, F	234.16	1	M, W, F	58.54
San Juan	8/21	3	Daily	357.24	1	T	57.54
Tierras Creek	8/21	2	M, W, F	234.16	1	M, W, F	58.54
Vicio	8/21	2	M, W, F	234.16	1	M, W, F	58.54
Wagon Wheel	8/21	2	Daily	238.16	1	Daily	58.54
White	8/21	2	Daily	238.16	1	Daily	58.54
Wood Canyon	8/21	2	M, W, TH, F	238.16	1	TU, TH	58.04
Aliso Vicio	8/21	3	Daily	357.24	1	M, W, F	58.54
Don Juan Avila (+ elementary)	8/21	3	Daily	357.24	1	Daily	58.54
Bernice Aver	8/21	2	Daily	238.16	2	Daily	119.08
Ladera Ranch (+ elementary)	8/21	3	Daily	357.24	1	Daily	58.54
SITE	FALL START	TRASH BINS	PICK-UP	MONTHLY COST	RECYCLE	PICK-UP	MONTHLY COST

BID FORM

Las Flores (+ elementary school)	8/21	3	Daily	357.24	2	Daily	119.08
Marco Forster (+ Del Obispo)	8/21	4	Daily	478.32	2	Daily	119.08
Fred Newhart	8/21	3	Daily	357.24	1	Daily	59.54
Niguel Hills	8/21	4	Daily	478.32	2	Daily	119.08
Shorecliffs	8/21	3	Daily	357.24	1	M,TH	58.04
Vista del Mar (+ elementary)	8/21	3	Daily	357.24	1	Daily	59.54
Aliso Niguel	8/21	7	Daily	833.56	3	Daily	193.62
Capistrano Valley	8/21	5	Daily	595.40	2	Daily	119.08
Dana Hills	8/21	7	Daily	833.56	2	Daily	119.08
San Clemente	8/21	6	Daily	714.48	1	Daily	59.54
San Juan Hills	8/21	4	Daily	478.32	1	M,W,F	58.04
Tesoro	8/21	6	Daily	714.48	3	Daily	193.62
Junipero Serra/Community	Continuous	2	Daily	238.16	1	TU,F	58.04
Thornley Center – 32972 Calle	Continuous	2	Daily	238.16	1	MWF	58.04
Education Center – 33122 Valle	Continuous	2	Daily	238.16	2	M,W,F	117.08
Maintenance & Operations	Continuous	2	Daily	238.16			
Transportation – North	Continuous	1	M, W, F	117.08	1	TU	57.54
			SUBTOTAL	\$ 15,172.24		SUBTOTAL	\$ 3,800.56
					GRAND TOTAL	FOR ALL SERVICES	\$ 18,972.80

BID FORM

BID PRICE SHEET

TRASH PICK-UP – SUMMER 2016 SCHEDULE

All CUSD schools listed on the regular school Fall/Winter/Spring Schedule are to be "on-call service only" from June 21 through July 31, 2016, EXCEPT FOR THE FOLLOWING SUMMER SCHOOLS, which will be continuous until July 31, 2016

METAL COMMERCIAL CONTAINERS

SITES HAVING SUMMER SCHOOL	SUMMER	# TRASHBINS	PICK-UP	MONTHLY COST	# RECYCLE BINS	PICK-UP	MONTHLY COST
Crown Valley Elementary	Continuous	1	T, F	116.08	1	ON CALL 2 pick ups per mo	50.00
Reilly Elementary	Continuous	2	T, F	232.16	1	ON CALL 2 pick ups per mo	50.00
R.H. Dana & ENF	Continuous	4	T, F	464.32	1	ON CALL 2 pick ups per mo	50.00
Wood Canyon Elementary	Continuous	2	T, F	232.16	1	ON CALL 2 pick ups per mo	50.00
Vista Del Mar Middle School	Continuous	3	T, F	348.24	1	ON CALL 2 pick ups per mo	50.00
Ladera Ranch MS	Continuous	2	T, F	232.16	1	ON CALL 2 pick ups per mo	50.00
Marco Forster MS	Continuous	4	T, F	464.32	2	ON CALL 2 pick ups per mo each bin	100.00
Junipero Serra/Community Ed	Continuous	2	T, F	232.16	1	ON CALL 2 pick ups per mo	50.00
Aliso Niguel High School	Continuous	7	F	805.56	3	F	172.62
San Juan Hills High School	Continuous	4	F	460.32	1	F	50.00
Capistrano Valley High School	Continuous	5	F	575.40	2	F	115.08
Dana Hills High School	Continuous	7	F	805.56	2	F	115.08
San Clemente High School	Continuous	6	F	690.48	1	F	57.54
Tesoro High School	Continuous	6	F	690.48	3	F	172.62
			SUB TOTAL	\$ 6,349.40		SUB TOTAL	\$ 1,132.04
					GRAND TOTAL	FOR ALL SERVICES	\$ 7,482.34

Extra pick up/on call pick up \$ 50.00 each x 87 (based on average number of summer schedule monthly pick ups) = \$ 4,350.00

BID FORM

Location and ownership of service yard:

CR&R South County Operations

31641 Ortega Highway

San Juan Capistrano, CA 92675

Owned and operated by CR&R

Location and ownership of recycling plant:

CR&R Recycling (Western)

11292 Western Ave

Stanton, CA 90680

Owned and operated by CR&R

Location and ownership of MRF:

CR Transfer (CRT)

11232 Knoll Ave

Stanton, CA 90680

Owned and operated by CR&R

BID FORM

SERVICE TO COLLECT, RECYCLE, AND DISPOSE
OF SOLID WASTE DISTRICTWIDE

Bid No. 1516-24

SERVICE CONTRACT AGREEMENT

THIS CONTRACT made and entered into this 1st day of July 2016 by and between CR&R Incorporated, hereinafter called the “CONTRACTOR” and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the “DISTRICT.”

WITNESSETH: The parties do hereby contract and agree as follows:

1. The term of this Contract shall be for the period beginning July 1, 2016, and ending June 30, 2017. Option to continue service for additional twelve (12) months at expiration of Agreement may be exercised by the District providing thirty (30) days written notice is given and accepted by Contractor. Contract is not to exceed a total period of five (5) years.
2. The Contractor shall furnish services to the District at the prices submitted on their Price Matrix.

PRICE MATRIX

3-cubic-yard “permanent” PLASTIC REFUSE BINS					
CR & R					
	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 125.08	\$ 126.08	\$ 127.08	\$ 128.08	\$ 129.08
2 bins	\$ 250.16	\$ 252.16	\$ 254.16	\$ 256.16	\$ 258.16
3 bins	\$ 375.24	\$ 378.24	\$ 381.24	\$ 384.24	\$ 387.24
4 bins	\$ 500.32	\$ 504.32	\$ 508.32	\$ 512.32	\$ 516.32
5 bins	\$ 625.40	\$ 630.40	\$ 635.40	\$ 640.40	\$ 645.40
6 bins	\$ 750.48	\$ 756.48	\$ 762.48	\$ 768.48	\$ 774.48
7 bins	\$ 875.56	\$ 882.56	\$ 889.56	\$ 896.56	\$ 903.56
8 bins	\$ 1,000.64	\$ 1,008.64	\$ 1,016.64	\$ 1,024.64	\$ 1,032.64

3-cubic-yard “permanent” METAL REFUSE BINS					
CR & R					
	1 per wk	2 per wk	3 per wk	4 per wk	5 per wk
1 bin	\$ 115.08	\$ 116.08	\$ 117.08	\$ 118.08	\$ 119.08
2 bins	\$ 230.16	\$ 232.16	\$ 234.16	\$ 236.16	\$ 238.16
3 bins	\$ 345.24	\$ 348.24	\$ 351.24	\$ 354.24	\$ 357.24
4 bins	\$ 460.32	\$ 464.32	\$ 468.32	\$ 472.32	\$ 476.32
5 bins	\$ 575.40	\$ 580.40	\$ 585.40	\$ 590.40	\$ 595.40
6 bins	\$ 690.48	\$ 696.48	\$ 702.48	\$ 708.48	\$ 714.48
7 bins	\$ 805.56	\$ 812.56	\$ 819.56	\$ 826.56	\$ 833.56
8 bins	\$ 920.64	\$ 928.64	\$ 936.64	\$ 944.64	\$ 952.64

Cost of extra pick-up/on call pick up: \$ 50.00

PRICE MATRIX		
CR & R		
Temporary Bins	Cost	Disposal Cost
40-yard roll-off bin	\$ 139.00	\$ 65.25
Low-boy construction bin	\$ 139.00	\$ 65.25
10-foot storage container	\$ 4.25**	N/A
20-foot storage container	\$ 4.25**	N/A
21-foot storage container	\$ 4.25**	N/A
26-foot storage container	\$ 4.25**	N/A
40-foot storage container	\$ 4.25**	\$

**** Per Day Rental**

3. Summer Schedule (July and August): A reduced schedule of pickups MAY be determined by the District. Contractor will be notified 15 days in advance. Billings for July and August are to reflect the reduced schedule of service, if applicable.
4. Payment Schedule: Payments to be made on a monthly basis upon receipt of invoices for actual services rendered.
5. Inspection and acceptance of service shall be performed by a representative of the Maintenance Department of the District.
6. In witness whereof the parties hereunto have subscribed to the Agreement including all contract documents as indicated:

CONTRACT DOCUMENTS:

☐ Bid Form ☐ Information Required of Bidder ☒ Recycling Proposal
☐ Spec/Schedule ☐ Special Conditions ☐ DVBE ☐ Tobacco Use Policy
☐ Bid Bond ☒ Performance/Payment Bonds ☒ Service Contract Agreement
☒ Insurance (Workmen's Compensation, Contractor's Liability, Excess Liability)
☐ Conflict of Interest

CR&R INCORPORATED

CAPISTRANO UNIFIED SCHOOL DISTRICT

Signature

Signature

Name

Title

Supervisor, Purchasing

Date

May 25, 2016
Board Approval Date

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
ORANGE COUNTY ACADEMY OF SCIENCES AND ARTS**

THIS AGREEMENT (“Agreement”) is made _____, 2016 (the “Effective Date”), by and between the Capistrano Unified School District, a public school district organized and existing under the laws of the State of California (“District”) and Orange County Academy of Sciences and Arts (“Charter School” or “OCASA”). The District and Charter School are collectively referred to as “the Parties.”

RECITALS

WHEREAS, Charter School received approval of its Petition and Charter (“Charter”) from the Orange County Department of Education (“OCDE”) in or about February 10, 2016 to operate a charter school for students in grades kindergarten through 8th grade;

WHEREAS, on or about October 29, 2015, Charter School submitted to the District a request for facilities under the provisions of Education Code section 47614 and its implementing regulations set forth in Title 5 of the California Code of Regulations section 11969.9(a) *et seq.* (the “Proposition 39 Request”) for the 2016-2017 academic year;

WHEREAS, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District has offered to provide the Charter School with facilities for its projections of in-District students (“Preliminary Offer”);

WHEREAS, the Charter School and District agreed to enter into an in-lieu arrangement whereby the Charter School will occupy the lower portion of the District’s Crown Valley Elementary School Site (“Subject Property”), depicted in Exhibit “A” hereto and incorporated herein by this reference, for the 2016-2017 academic year (“Applicable Year”), pursuant to the conditions set forth below;

WHEREAS, the Parties desire to set forth the terms and conditions herein, pursuant to which the Charter School will occupy classrooms and use facilities at the Subject Property for the Applicable Year.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Use of the Subject Property.** District agrees to allow Charter School use of the Subject Property, as depicted/highlighted and limited in Exhibit A, for the sole purpose of operating the Charter School educational program in accordance with the Charter under which Charter School became an independent Charter School. Charter School’s right to use of the Subject Property shall be for the Applicable Year, beginning on July 1, 2016 and shall conclude at the expiration of this Agreement on June 30, 2017, unless earlier terminated in accordance with the terms of this Agreement.

A. **As-is Condition of Subject Property.** Charter School acknowledges neither the District nor any agent of the District has made any representation or warranty with respect to the Subject Property or the condition thereof, or any improvement located on the campus, except as

otherwise expressly stated herein. Entering onto the Subject Property by the Charter School shall be at Charter School's sole risk and Charter School acknowledges that it has assumed the risk of entry upon the Subject Property for Charter School persons, invitees, users, guests, clients, contractors and property, and shall conclusively establish that the Subject Property is in satisfactory condition for Charter School activities.

B. Reversion to District. Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the Subject Property and the facilities and District equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement regarding the Charter School's continued use of the Subject Property for its educational program. If the Charter School desires to have facilities provided by the District for the 2017-2018 academic year, the Charter School must submit a facilities request pursuant to Proposition 39 no later than November 1, 2016, or the then-applicable submission deadline. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Subject Property, including, but not limited to, use of such Subject Property for District programs and services.

C. Civic Center Act. Charter School shall comply with District policies and/or practices regarding the operations and maintenance of the facilities, furnishings, and equipment. Although Charter School shall have use of the Subject Property, Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38130, *et seq.*) in making use of the facilities accessible to members of the community. For purposes of Civic Center Act compliance only, with respect to the Subject Property only, the Charter School governance council shall hold the same powers and obligations applicable to a School District Board of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making the facilities accessible to members of the community. District shall forward all Civic Center Act requests it receives for use of the Subject Property to the Charter School, and Charter School shall provide the District copies of all requests, invoices and other correspondence between the Charter School and any third parties requesting use of the Subject Property. Charter School shall provide District with notice of all Civic Center Act applicants and District shall have final approval over Civic Center Act uses. Charter School may not charge third-party users fees in excess of those allowed under the Civic Center Act. All proceeds derived from the use of the School Site pursuant to the Civic Center Act shall be the property of the District and shall be forwarded to the District within ten (10) business day of receipt by the Charter School.

D. Full and Complete Satisfaction. Charter School agrees that the provision of the Subject Property pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furnishings and equipment, to Charter School under Education Code section 47614 and the Proposition 39 regulations for the Applicable Year. Charter School agrees that the District has fully and completely satisfied the District's obligation to provide furnishings and equipment by providing the items listed in Section 1E below. Charter School agrees that, by accepting the Subject Property, it certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to the Charter School under Education Code section 47614 and all Proposition 39 implementing regulations for the Applicable Years. The Charter School waives and forever releases the District from any claim that the Charter School, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede the Charter School from expanding its enrollment to meet pupil demand for the Applicable Years. Furthermore, the Charter School waives any rights it may have to subsequently object to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law and waives any rights it may have to challenge those

aspects of the District's offer of facilities, including furnishings and equipment, that the Charter School believes violates the substantive or procedural requirements of Proposition 39 and its implementing regulations for the Applicable Year. Notwithstanding the foregoing, the Charter School preserves the right to argue that a similar allocation of facilities for a future academic year does not satisfy the obligations of Proposition 39 and the implementing regulations.

E. Furniture, Equipment, Library Books. Most furnishings and equipment secured to the wall or floor will remain available during the term of the Agreement at the Subject Property, as well as all technology infrastructure such as wiring, switches, and telephones. Additionally, the playground equipment, whiteboards, shelves, lunch tables, student desks, chairs and teachers' desks will remain or will be replaced with equivalent items in an amount consistent with the District's standard K-6 school site allotment. Books in the Library will remain, with the exception of library books that were donated to the Subject Property. The District will not provide computers to the Charter School. The District will remove any furnishings and equipment that were acquired through categorical, QEIA, Title I and/or grants or special programs unique to the Subject Property. The District will retain ownership of all furniture and equipment provided to Charter School and will expect all furniture and equipment to be returned to the District at the end of its occupation in the same condition as received, reasonable wear and tear excepted. Furniture and equipment will be replaced in accordance with District schedules and practices.

F. Crown Valley Elementary School References. Under no circumstances may the Charter School or any of its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns obscure, remove, paint over, permanently conceal or otherwise alter any sign, decal, mural, mascot or other reference to "Crown Valley Elementary School" on the Subject Property ("Crown Valley Reference") in any way. Charter School must specifically communicate this to its on-site staff. In the event that any Crown Valley Reference is damaged or obscured in any way during the Charter School's use of the Subject Property, Charter School shall be responsible for all costs associated with the full restoration of the Crown Valley Reference.

G. Signs, Plaques and Murals. Under no circumstances may the Charter School or any of its board members, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns obscure, remove, paint over, permanently conceal or otherwise alter any other sign, tile, mural, or plaque currently affixed to walls or buildings in the Subject Property, including but not limited to those depicting dedications and/or naming of rooms or buildings. Further, Charter School shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, mural or other external decorations on the improvements that are a part of the Subject Property without District's prior written consent. Subject to District's approval as described herein, and subject to any other applicable laws or regulations, the Charter School may install signage customarily used by other schools in the District at the Subject Property. The Charter School shall seek approval from the District of all signage, including location and size, but the District shall not unreasonably deny approval of signage that complies with District custom and practice.

H. Shared Use of Subject Property. The Parties acknowledge that the Charter School will have shared use of property and facilities at the Subject Property. It is the intent of this Agreement that cooperative, shared use of certain fields and facilities of the Subject Property shall provide Charter School with the use of such fields and facilities based roughly on Charter School's proportion of projected enrollment at the Subject Property, versus projected enrollment at any other charter school utilizing a portion of the Subject Property, unless otherwise agreed upon between the

two charter schools. Charter School and the other charter school will meet and determine a schedule for cooperative, shared use. The District will ensure that any program placed on the Subject Property as set forth herein shall be appropriate for co-location with an elementary school program, and shall notify the Charter School prior to placing another school program on the site. The District will attempt to locate any future programs on the Subject Property in such a way as to limit the need to share facilities, to the extent possible, with the Charter School; however, the District retains sole discretion in determining the location of future programs. Nothing in this Section may be construed to require the District to incur additional costs or resources to avoid shared facilities.

2. **Fees.** The Charter School shall pay to the District payments for the use of the Subject Property calculated at Six Dollars and Sixty-Two Cents (\$6.62) per square foot for 11,040 square feet of building space for a total of Seventy-Three Thousand Eighty-Four Dollars and Eighty Cents (\$73,084.80) for one year or Six Thousand Ninety Dollars and Forty Cents (\$6,090.40) per month for twelve months. This rate is based on an 80%/20% (\$4.52/\$15.00) split of in-District/out-of-District students. In the event that Charter School provides evidence that all of its students are in-District students except for founders' children and one out-of-District student, in a format reasonably acceptable to the District, the per square foot rate shall be reduced to reflect the actual percentage split of in-District/out-of-District students for that year, starting in the month following such documentation being provided to the District. All charges and payments due and owing from the Charter School to the District shall be invoiced by the District to the Charter School, and shall become due fifteen (15) calendar days thereafter. Late payments shall be subject to interest at the rate of ten percent (10%) per annum. If the Charter School does not pay the invoice within fifteen (15) calendar days, the amount owed may be deducted by the District from any state or federal revenues of the Charter School which are passed through the District, in-lieu property tax allocations or from the Charter School's State Apportionment.

3. **Cooperation in Mitigation of Any Traffic Impacts on Neighborhood.** Charter School agrees to reasonably cooperate with District, the City of Laguna Niguel, and the neighborhood surrounding the Subject Property to address concerns that may arise concerning the impact on traffic near the Subject Property, during student drop-off and pick-up times during the school day, brought about by operations of the Charter School. District agrees to promptly forward any complaints or concerns which may be received regarding traffic to Charter School to allow Charter School an opportunity to respond to same. Charter School will monitor traffic conditions surrounding the Subject Property and will be proactive in taking steps to maximize safety and minimize congestion affecting the school community. District shall require any charter schools or other programs co-located on the Subject Property to cooperate to the same degree as Charter School to address these concerns, and to monitor and mitigate traffic impacts caused by their use. The parties agree that uses contemplated under this Agreement will remain within the designed capacity of the Subject Property and that no additional review is required under CEQA.

4. **Utilities.** Charter School shall secure all necessary utility services (such as water, power, gas, insect control, fire extinguisher maintenance, security monitoring/alarm (if any), internet, telephone, cable, etc.) and be responsible for 100% of the utilities costs during the Applicable Year, regardless of actual usage; provided that use of the Lower Fields under the joint use agreement between District and the City of Laguna Niguel will be separately metered and charged to the City or District, as appropriate; further provided that use by the District or any other entity of buildings on the upper portion of the Subject Property will also be separately metered if possible and charged to the appropriate entity. In the event separate metering of the buildings on the upper and lower portion of the Subject Property is not possible, Charter School will be responsible only for utilities costs equal to

the percentage of the square footage it occupies on the Subject Property. District will invoice Charter School for such costs and payment shall be due within thirty (30) days of receipt of invoice by Charter School. Charter School shall obtain its own internet service provider, internet and cable provider and shall assume sole responsibility for all costs, upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware, with the exception of that which, if any, is provided by the District under Paragraph 1D above.

5. **Maintenance.** Facilities provided to the Charter School shall remain the property of the District. The ongoing operations and maintenance of the facilities, as well as major maintenance and any items that would previously have been considered deferred maintenance under Education Code Section 17582, shall be the responsibility of the District. This includes HVAC, mobile maintenance, electrical, plumbing, roofing, exterior and interior painting, and floor systems.

In the event that the Charter School requires the District to perform maintenance and repairs, as allowed for above, Charter School must submit such request via appropriate District work order processes. Currently, and until further written notice, the Charter School must submit such requests on a form developed by the District via mail, email, or personal delivery, to the Maintenance & Operations Work Order Clerk. The District reserves the right to implement a different process for submission of maintenance/repair requests. The District will need to access the Subject Property during normal District hours of operation, which may coincide with Charter School's hours of operation, in order to perform maintenance and repairs. District staff shall be allowed to access the Subject Property during Charter School's hours of operation.

For an emergency request for service, Charter School should call (949) 493-2748 after hours. Emergency request is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property.

Notwithstanding the District's maintenance obligations, Charter School shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Subject Property by Charter School. Negligence shall include, but not be limited to, failure to submit a timely repair/maintenance request to the District.

The Charter School shall be responsible for custodial services and any equipment or technology purchased by the Charter School. Charter School shall perform custodial services in a manner equivalent to those performed at other District school sites. Should the Charter School neglect or fail to perform custodial services consistent with current District policy and practice, the District reserves the right to charge the Charter School reasonable cost for such maintenance. The District shall be responsible for the maintenance of the landscaping of the Subject Property. Charter School shall not maintain, remove or otherwise alter any trees at the Subject Property in any manner, unless Charter School receives written permission from the District.

6. **Installation of Improvements or Alterations by Charter School.** Charter School shall not construct or install any improvements (as defined in Civil Code 660) on the Subject Property or otherwise alter the Subject Property without the prior written consent of District, and if required, the Division of the State Architect ("DSA"). Any request to construct or install an improvement must be initiated by the submission of a "Site Improvement Request" form, a copy of which is attached as

Exhibit B. District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements for any reason. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under Section 5 or any other provision of this Agreement, such consent shall be obtained exclusively from the District's Superintendent or designated representative and consent obtained from any other source shall be invalid. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Charter School shall indemnify, defend and hold harmless District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out or caused by any violation by the Charter School or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

Charter School shall deliver to District, promptly after Charter School's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the Subject Property: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

Charter School will not permit any liens or claims to stand against the Subject Property for labor or material furnished in connection with any work performed by Charter School. Upon reasonable and timely notice of any such lien or claim delivered to Charter School by District, Charter School may bond and contest the validity and the amount of such lien, but Charter School will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense. Additionally, Charter School may not use or operate the improvements until the project is closed-out and certified by DSA, if applicable, and/or final approval is received from any applicable agency. Charter School shall provide evidence of close-out and certification or approval, in a form reasonably acceptable to the District.

7. **Provision of Facilities.** The facilities to be provided by the District to the Charter School for the Applicable Years are also subject to the following:

A. Exclusive Use. Charter School shall have exclusive use of the buildings, offices and classrooms for teaching space for the Applicable Years, as specified/highlighted and limited in Exhibit A. The District will provide furniture, equipment and library books described in Section 1E, above. Any additional furniture, equipment or books required for the discretionary use shall be at the sole cost and responsibility of the Charter School. Subject to Section 6, the Charter School may place two (2) storage containers at the Subject Property. Charter School shall be solely responsible for all costs associated with the placement of the storage containers, and shall be solely responsible for maintenance of the storage containers.

B. Third-Party Use. Charter School agrees that it will not engage in any conduct which has the purpose or effect of disrupting or undermining the operation of these third-party programs. Additionally, Charter School acknowledges and agrees that joint use of the Subject Property between the District and the City will continue during the course of this Agreement, as specified in any agreement for joint use between the District and the City.

8. Security. The Parties acknowledge that the Charter School is responsible for ensuring the security of the Subject Property through security devices, including, but not limited to, locks and gates. The Charter School is required at all times to maintain the security of the Subject Property by the proper use of all such security devices. All locks and keys shall not be changed without first obtaining approval from the Executive Director of Maintenance, Facilities, and Operations. Within five (5) working days after new alarm codes, locks or keys have been changed or added, the Charter School shall provide new alarm codes, locks or keys to the Executive Director of Maintenance, Facilities, and Operations.

9. Condition of Subject Property. The District is not aware of any defect in or condition of the Subject Property that would prevent their use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Subject Property that calls into question the appropriateness or sufficiency of the Subject Property for their intended purpose. The District, at its expense, shall remain responsible for compliance with all applicable laws regarding the Subject Property during the Term of this Agreement. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Subject Property, including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Subject Property, so long as such environmental conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards for any existing compliance issue prior to the date of execution of this Agreement or that are not triggered by any modifications or improvements made by the Charter School. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the Charter School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Subject Property due to the Charter School's use and occupancy thereof, Charter School, at its

expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Subject Property, to the satisfaction of District and any governmental agencies having jurisdiction over the Subject Property or any other properties affected by the discharge, leakage, spillage, emission, or pollution. If the Charter School fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and monitoring costs, penalties, fines and disbursements the District reserves the right to takeover the required action and to take all necessary steps to recoup any and all costs associated therewith from the Charter School.

10. **Title to Subject Property.** The Parties acknowledge that title to the Subject Property is held by the District and shall remain in the District's name at all times.

11. **Insurance.** The District will maintain its current levels of insurance on the structures on the Subject Property. Parties agree that self insurance through a Joint Powers Authority shall satisfy District's obligations under this section. District shall not be responsible for insuring any of the Charter School's personal property or persons (including without limitation students or members of staff). Charter School shall procure and maintain, for the duration of this Agreement insurance coverage, with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company. Charter School may use a self-insurance and/or joint powers authority mechanism to meet the described insurance requirements.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the District and to establish that coverage is primary and that any insurance or self-insurance held by the District, its officials, employees and agents shall be excess and shall not contribute to it.

District's insurance shall be primary for claims for damage to the Subject Property's physical structures caused by the actions of the District or third parties to this Agreement, except to the extent that the third party's actions arose as a result of the negligence, intentional disregard or malfeasance of the Charter School.

District may, at its reasonable discretion, require additional coverage or additional limits based upon the nature of the services provided. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.

The coverage and limits required hereunder shall not in any way limit the liability of the Charter School nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Charter School's risks hereunder.

Concurrently with the execution of the Agreement, Charter School will provide District with a certificate(s) of insurance verifying such insurance and the terms described herein.

12. **Indemnification.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, the Charter School shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury,

death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the Charter School's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by Charter School in or about the Subject Property. Charter School's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

With exception of any liability, claims or damages caused by the negligence or willful misconduct of the Charter School, the District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions, and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Charter School, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm or entity for any injury, death or damage to any person or property occurring in, on or about the Subject Property after the Effective Date, arising from, or in connection with, the District's use of the Subject Property or from the conduct of its business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by the District in or about the Subject Property. The District's obligation to defend the Charter School and the other indemnities identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

13. **Damage and Destruction of Facilities.**

A. **Partial Damage.** If the Subject Property is damaged by any casualty which is covered by applicable insurance, and the Charter School still has access to at least sixty percent (60%) of the usable classroom space, then the Subject Property shall be restored provided insurance proceeds are available to pay for the cost of restoration, and provided such restoration can be completed within one hundred twenty (120) days after the commencement of the work in the opinion of a registered architect or engineer approved by District. In such event, this Agreement shall continue in full force and effect, except that Charter School shall be entitled to proportionate reduction of all fees and payments while such restoration takes place, such proportionate reduction to be based upon the extent to which the restoration efforts interfere with Charter School's business on the Subject Property. The District shall provide the Charter School temporary housing on the Subject Property, or another school site that is near to the Subject Property for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same.

B. **Total Destruction.** If the Subject Property is totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Subject Property cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. Immediately upon the effective date of the damage, the District will provide a school facility to the Charter School as soon as possible so as to avoid any interruption in the educational program of the Charter School.

14. **Access.** Charter School shall permit District, its agents, representatives or employees, to enter upon the Subject Property for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Subject Property. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or if access is for purposes of meeting the District's oversight obligations.

15. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either 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:

If to the District:

Capistrano Unified School District
Attention: Superintendent
33122 Valle Road
San Juan Capistrano, CA 92675
Phone: (949) 234-9200
Fax: (949) 493-8729

If to the Charter School:

OCASA
Attention: Executive Director
2919 Canto de los Ciervos
San Clemente, CA 92673
Phone: (949) 606-4937

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.

16. **California Environmental Quality Act.** Charter School acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. Charter School acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. The Charter School waives any claims against the District regarding delays, modifications or abandonment of a project or use due to any inability to meet CEQA requirements.

17. **Subcontract and Assignment.** Charter School may not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without District's express written consent, which consent shall be granted at District's sole and absolute discretion and, if granted, may be conditioned or delayed.

18. **Termination.** This Agreement will automatically terminate upon the effective date of any termination, non-renewal, or revocation of Approved Charter or the cessation of Charter School's operations for any reason, or upon the commission of a default or breach of its obligations by Charter

School. A default and material breach of this Agreement by Charter School includes but is not necessarily limited to the occurrence of any one or more of the following events:

A. The failure by Charter School to make timely payment of any fees due under this Agreement where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School;

B. The failure by Charter School to observe or perform any of the covenants, conditions or material provisions of this Agreement to be observed or performed by Charter School (including, but not limited to, shared use or neighborhood issues, or failure by the Charter School to cooperate in a timely manner to minimize or eliminate such issues) where such failure shall continue for a period of thirty (30) days after receipt of written notice thereof by District to Charter School (hereinafter "Notice of Failure"). Charter School shall not be deemed to be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion within one hundred and twenty (120) days from the date of the Notice of Failure.

C. The revocation or non-renewal of Charter School's charter by the Charter School's authorizer or cessation of the Charter School's program for any reason; however, if the Charter School appeals any such revocation or non-renewal, this Agreement shall not terminate before either the Charter School has completed the appeals process and has not prevailed, or the end of the Term, whichever occurs first;

D. The failure by Charter School to utilize the Site or Facilities for the sole purpose of operating a charter school as authorized by this Agreement and the Charter School's charter and any MOU where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by District to Charter School;

E. The failure of Charter School to limit its use of the Subject Property to the space allocated to the Charter School pursuant to this Agreement and in conformity with the District's policies and practices for use of District facilities where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof by District to Charter School.

19. **Independent Status.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. **Entire Agreement of Parties.** This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. In the event of a conflict between this Agreement and the Charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

21. **Legal Interpretation.** 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. The Parties expressly understand and agree that this Agreement constitutes a license for use of the Subject Property, and is neither intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or

fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

22. **Waiver.** The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

23. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

24. **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.

25. **Severability.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

26. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are incorporated herein by reference.

27. **Scanned/Electronic Signatures.** This Agreement may be executed and transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT

By _____

Its _____

**ORANGE COUNTY ACADEMY OF SCIENCES
AND ARTS**

By _____

Its _____

Exhibit A

D.C.A.S.A

**Crown Valley Elementary
School**

**Shut Off Map
2015/16**

MAP NOT DRAWN TO SCALE

General Ed Classrooms.
Special Ed Classrooms
Offices (Admin, spec ed)
Library
Computer Lab
YMCA
Multipurpose Room
Science Lab

Primary Grade Playground

Lighttle TK/K B3 (203)	Darmody Learning Lab B6
Vaughan Gr. 2 B2 (202)	Darling DHH B5 (205)
B1 (201)	Open B4 (204)

Wuf Gr. 3 C3 (303)	Straiford Gr. 4 C6 (306)
Williams (SPL) C2A (Int-2121)	Freel Gr. 5 C5 (305)
Pagan (psych) C2 (Int-2302)	
Meass SDC 3 C1 (301)	Jacobs Gr. 4/5 C4 (304)

C O U R T Y A R D

Whitesell SDC PK A3 (103)	Jeu Gr 1 A8 (106)
Walders SDC 1/2 A2 (102)	J Siever, Program Specialist S Long-Counselor
Kolal DHH PreK/K A1 (101)	Gold-DHH Sp Glover-DHH/PSY Morrow-DHH A8 Sickler Language Builders A5 (104) Wobst Language Builders A4 (104)

<p>Boylan TK K2 (807)</p>	<p>Pouya Gr. K K1 (806)</p>
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Science Lab	P4 (704)	P3 (703)	TK Wilson (Cook) P2
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Nurse (2114)	Transfer Neutral	Workroom	Work- room (2116)	Staff Lounge (2113)
	Office Manager	Office	Principal	

Kenney SDC 415 D4 (403)	IBI Supervisors D8 (408)
D3 (402)	IBI After School D7 (405)
DHH Speech D2 495-1843	IBI (After School) D6 (502)
Library D1 (401)	Computer Lab D5 (Int-205)

Upper Grade
Playground

IBI TUTORS P8	IBI TUTORS P9 (609)	IBI Supervisors P10 489-7312
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Preschool Assessment Center p21	Storage p20
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Preschool Assessment Center P19	YMCA K-Plus P18	Preschool Assessment Center P17 (709)	Centaho Pre-school P16 (708)
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Preschool Assessment Center P11	Restroom	Mommy and Me P12	YMCA P13
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YMCA
P14
495-3776

Preschool
Assessment
Center
P15

- // Main electrical shut-off
(Custodian has key)
- Main gas shut-off
(Key at train shut-off)
- Main water shut-off
(Located at driveway entrance
groundskeepers have tools)

**Carole Allen Auditorium
(CAA)
Multi-Purpose Room
(504)
(503)**

Parking Lot

Exhibit B



Capistrano Unified School District
Site Improvement Project Request Form
(Site or Community Sponsored Modifications to CUSD Property)

Written authorization is required from the Department of Facilities/Maintenance and Operations before proceeding with any site (building and/or grounds) improvement. Please allow thirty (30) days for Facilities/Maintenance and Operations to review your Site Improvement Request.

1. Date: _____
2. School: _____
3. Contact Name: _____
4. Contact Organization: _____ Daytime Phone: _____
5. Contact Address: _____
6. Describe Proposed Project: _____

7. Please **attach a site plan** and show the **proposed project location**.
8. Cost estimate for proposed project (including planning, design, materials, implementation, etc.):

9. Will there be ongoing costs for proposed project once implemented? Yes No
10. List funding source (s) SIP, PTA, etc. and CUSD SACS budget code: _____
____ - ____ - ____ - ____ - ____ - ____ - ____ - ____ - ____ - ____ - ____ - ____
11. Are funds available now? Yes No
12. Anticipated implementation schedule: (please identify month, day and year)
Start Date: ____/____/____ Completion Date: ____/____/____
13. Please provide any additional information (such as: photos, drawings or specifications) that might be helpful to Facilities/Maintenance and Operations in its evaluation of your request: _____

SITE IMPROVEMENT REQUEST FORM
SITE ADMINISTRATOR APPROVAL

I am aware of the proposed project described above (initial) _____

I have the following comments/concerns: _____

I support this project:

Site Principal's Signature: _____ **Site:** _____
Phone: () _____ **Date:** _____

Facilities Approval _____	Signature: _____	Date: _____
M&O Approval _____	Signature: _____	Date: _____
Comments: _____		



Cox Account Rep:	Debbie Glenny	Cox System Address:	
Phone Number:	949-546-2309		27121 Towne Centre Dr
Fax Number:	877-873-0942		Foothill Ranch, CA 92610

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	CUSD	Full Name:	Jeremy Davis
Street Address:	33122 VALLE RD	Billing Contact:	Gabe Salinas
City/State/Zip:	SAN JUAN CAPISTRANO, CA - 92675	Fax:	
Billing Address:	33122 VALLE RD	Contact Number:	
City/State/Zip:	SAN JUAN CAPISTRANO, CA - 92675	Email Address:	
Cox Account #:			

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Business Voice Manager PRI Fiber Unlimited Local	0	1	350.00	36	350.00	0.00
- Additional Features	0		0.00		50.00	0.00
Totals:					400.00	0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

If you are purchasing Dedicated Service Facilities.		Merge Bill
<input type="checkbox"/>	For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	

Special Conditions
New service, matching existing CUSD contract
Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://www2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. **To review Cox's Internet Service Disclosures, please visit www.cox.com/internetdisclosures.**

Customer Authorized Signature	Cox Communications California, LLC; Cox California Telcom, LLC
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE.

IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

CUSTOMER INFORMATION

Company Name: CUSD

Bus. Phone:

Local, Long Distance and Toll Free Plan

SERVICE: Business Voice Manager PRI Fiber Unlimited Local TERM: 36 Mo.

The Term will commence on the first day of the next complete billing month following the execution of this Cox Long Distance, Unlimited Calling and Toll Free Calling Plan ("Plan") indicated below.

CONDITIONS - The Plan is subject to the terms and conditions contained in the Customer Services Agreement, which may be found at www.cox.com/telephone/customerserviceagreement.asp ("Agreement") are subject to state tariffs. In order to obtain Plan services at the rates identified below, Customer must at all times during the Plan of the term selected above, obtain their Local service from Cox.

- Customer must choose Cox as their Primary Interexchange Carrier (PIC).
- Customer must choose Cox as their Local Primary Interexchange Carrier (LPIC).
- Customer must choose Cox as their Local Service provider.

RATES - Customer will be charged the applicable fixed rates for the below based on Customer's Monthly 0-999,999 Minutes of Usage ("MOU") and term on its Cox Long Distance outbound 1+ InterState** usage and Toll Free inbound Interstate and IntraState usage. Outbound Local Zones 1/2, 3 and IntraLata Toll and IntraState fixed rates are listed below.

Zone	Call Plan	Details
Intra-Lata	\$.038 Continental Plan	\$.038 Continental Plan
Inter-State	\$.038 Continental Plan	\$.038 Continental Plan
Extended Domestic	\$.038 Continental Plan	\$.038 Continental Plan
International	Block International Dialing	

Monthly Minutes of Usage ("MOU") is defined as the monthly recurring toll usage charges associated with interstate (Continental U.S. only) Cox Long Distance. All per minute charges for the applicable month shall be at the rate associated with Customer's highest MOU volume for that month. Cox Long Distance Outbound IntraLata and Intrastate service bills in 18/6 (minimum/Increments) increments, Interstate service in 6/6 increments. Extended domestic and International calls are billed in 30/6 increments. Cox Toll Free Inbound calls from Canada will be charged at \$0.07 per minute and do not count towards MOU volume. Domestic Intrastate calls originated from California are billed in 18/6 (minimum/increments) and Interstate calls from the 50 states are billed in 6/6 increments. All calls originated from Canada are billed in 30/6. Cox Local Calling Zone 1/2 and 3 service bills in 60/60 (minimum/Increments) increments.

Cox Unlimited Calling Plan requires subscription to a minimum of 2 and a maximum of 8 Unlimited flat rate business lines and subscription to 5 calling features (Call Forward, Call Transfer, Three Way Calling, Caller ID and Speed Dial (8)). No changes or modifications to this plan are allowed. Unlimited Local Services for Business does not apply to the following calls, services, or applications and cannot be used in conjunction with: Collect Calls; Calling Card; Calls to 555, 700, 900, 976 Services; Third Number Billed; Directory Assistance and Directory Assistance Call Completion; Emergency Interrupt; Person to Person Calls; Any Operator Handled Calls; Call Centers; PBX or other switched calls; and Automatic Dialing Equipment.

The undersigned Customer agrees that the Cox Long Distance Outbound and Inbound Solutions and Enterprise Calling Plan and Cox Unlimited Calling Plan is an amendment to the Customers Services Agreement, a copy of which may be found at www.cox.com/telephone/customerserviceagreement.asp. All other regulated telephone services are provided pursuant to tariff.

Authorized Customer Representative on behalf of
CUSD

Signature: _____
Printed Name: _____
Title Position: _____
Date: _____

**Cox Communications California, LLC; Cox California
Telcom, LLC**
27121 Towne Centre Dr, Foothill Ranch, CA 92610

Signature: _____
Printed Name: _____
Title Position: _____
Date: _____

Donation of Funds
May 25, 2016

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Niguel High School PTSA	\$1,435.64	Supplies for Teachers	Aliso Niguel High School
Aliso Viejo Middle School PTSA	\$1,055.00	Instructional Materials and Supplies	Aliso Viejo Middle School
Aliso Viejo Middle School PTSA	\$8,000.00	Instructional Materials and Supplies	Aliso Viejo Middle School
Aliso Viejo Middle School PTSA	\$3,552.30	Instructional Materials and Supplies	Aliso Viejo Middle School
Arroyo Vista Science Booster Club	\$6,725.55	Science Camp Expenses	Arroyo Vista Elementary School
Bathgate Elementary School PTA	\$1,721.12	Meet the Masters	Bathgate Elementary School
Saturday Evening Post Society	\$500.00	Art Supplies	Bathgate Elementary School
Bernice Ayer Middle School PTSA	\$2,600.00	Library Books	Bernice Ayer Middle School
Capistrano Valley High School Foundation	\$4,732.12	Instructional Materials and Supplies	Capistrano Valley High School
Crown Valley Elementary School PTA	\$1,445.50	Class Act Program	Crown Valley Elementary School
Don Juan Avila Elementary School PTA	\$12,088.29	Chromebooks and Carts	Don Juan Avila Elementary School
Hidden Hills Elementary School PTA	\$694.94	Meet the Masters	Hidden Hills Elementary School
United Way	\$40.00	Instructional Materials and Supplies	John S. Malcolm Elementary School
The OC Marathon Foundation	\$175.00	Kids Run Rebate	John S. Malcolm Elementary School
CR&R Inc.	\$943.00	Instructional Materials and Supplies	Ladera Ranch Middle School
Pacific Life Foundation	\$4,000.00	Technology	Laguna Niguel Elementary School
Las Flores Middle School PTA	\$210.00	Instructional Materials and Supplies	Las Flores Middle School
Wells Fargo	\$90.00	Instructional Materials and Supplies	Las Palmas Elementary School
Moulton Elementary School PTA	\$50.79	Paper	Moulton Elementary School
Moulton Elementary School PTA	\$10,017.00	Chromebooks	Moulton Elementary School
Ryan and Shannon Harrison	\$25.00	Brain Buster's Clothing Flyer	Moulton Elementary School
Ladera Ranch Education Foundation	\$3,440.68	Tech Tubs for Chromebooks	Oso Grande Elementary School
Phillip Reilly Elementary School PTA	\$2,870.00	Projectors	Phillip Reilly Elementary School
Tijeras Creek Booster Club	\$14,615.00	Science Camp	Tijeras Creek Elementary School
Truman Benedict Elementary PTA	\$356.40	Epson Powerlite Replacement Lamps	Truman Benedict Elementary School
Juice it Up	\$330.00	Instructional Materials and Supplies	Vista del Mar Middle School
Mako Foundation	\$240.00	Substitute Coverage for Mako Challenge	Vista del Mar Middle School
	\$81,953.33		



Accela

Legislative Management

Government Meeting Management Software

Capistrano Unified School District

Submitted By:

Kevin Strauss
Business Development Executive

Accela, Inc.
2633 Camino Ramon, Suite 500
San Ramon, CA 94583
(631) 389-3691

3/17/2016

Accela – Legislative Management - Terms, Conditions and Pricing for Capistrano Unified School District

1. IMPORTANT NOTICE TO USER: Accela, Inc. ("Accela") owns all intellectual property in the software products listed in Section 7 below, (collectively "Software"). Customer shall not modify, adapt, translate, rent, lease or otherwise attempt to discover the Software source code. This Agreement will be governed by the laws in force in the State of California.

2. Software License. The Software subscription services and the accompanying files, software updates, lists and documentation are licensed, not sold, to you. You may install and use copies of the Software on an unlimited number of compatible computers for the purpose of connecting to the hosted service provided by Accela as long as you are a current subscriber and maintain your monthly or annual continued services for the applicable licenses. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

3. Continued Services

3.1 Updates and Renewals. If the Software is an Update to a previous version of the Software, you must possess a valid license to the previous version in order to use the Update. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by Accela. Customer agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by Accela.

3.2 Hosting. Accela agrees to maintain Customer data in a secure datacenter and is committed to providing 99.9% uptime and availability. Accela will perform nightly backups of your hosted data to an alternate physical location.

3.3 Ownership of Data. All hosted data belongs to the Customer. Within thirty (30) calendar days following termination of this Agreement, Accela will provide a complete copy of Customer's data without additional charge through a downloadable backup or DVD.

4. Payment Terms & Fees

4.1 Term and Termination. Subscription term is twelve (12) calendar month in duration. The initial Term of this Agreement is effective as of the date of the Customer's signature ("Effective Date") and is available for renewal in twelve month increments, unless terminated by either party with thirty (30) days written notice. Prior to the end of the initial 12-month term, upon mutual agreement, Customer may renew the subscription for additional terms. The intent to renew will be communicated at least 30 days prior to the 12-month anniversary of the subscription term. The total term of this agreement shall not exceed the applicable limit set forth in California Education Code Section 17596, which is five years. Accela reserves the right to increase the annual fees up to 3% on the anniversary date of each annual term. This agreement can be terminated at any time with 30 days prior written notice. Customer and Accela agree that notices may be sent by electronic mail to the electronic mail addresses listed below and agree that notices are deemed received forty-eight hours after transmission:

Capistrano Unified School District Attn: Deputy Superintendent, Business & Support Services and Contracts & Purchasing Department 33122 Valle Road, San Juan Capistrano, CA 92675 cdhampton@capousd.org and lnrust@capousd.org	Accela, Inc. Attn: Contracts Administration 2633 Camino Ramon, Suite 500 San Ramon, CA 94583 contractsadmin@accela.com
--	---

Each party agrees that any electronic communication will satisfy any legal communication requirements, including all such communication required by applicable laws to be in writing.

4.2 Payment Terms. **Subscription Services of \$1,000 per month billing will commence on the Effective Date, defined as delivery date of the software.** Each subsequent payment will occur on the 1st of each month. Payment Terms are **NET 30** Days from the invoice date. Invoices shall be directed to Customer's Accounting department (33122 Valle Road, San Juan Capistrano, CA 92675).

4.3 On-Site Support and Expenses. Should on-site support requiring travel by Accela staff be requested by Customer, Accela will provide on-site assistance at Accela's then-current time-and-materials rates. In addition to these charges, Customer will compensate Accela for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue and will be billed at cost and invoiced separately.

4.4 Hardware. Hardware, if any, is provided at no additional cost. Accela does not warrant any hardware. Should Accela furnish encoder hardware as part of the Civic Streaming (fka MediaTraq) video streaming service, hardware warranty is through manufacturer repair or replacement only. Any hardware issues requiring new equipment not covered by the warranty will be billed to the client at cost. Any upgrades, additional encoders, etc. will be billed to client. Any hardware furnished to client as part of Accela's services is to be returned to Accela upon termination of associated services.

5. Limitation of Liability. Accela will, at all times during the Agreement, maintain appropriate insurance coverage and include Customer as an additional named insured under its General Liability and Umbrella Liability policies. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will Accela's excess liability for any general, incidental, special, compensatory, or punitive damages whatsoever sustained or claimed to have been sustained arising out of or pertaining to activities or services provided by Accela or its employees, subcontractors and agents, pursuant to this Agreement suffered by Customer or any other person or entity exceed the fees paid to Accela by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if Accela or its agents have been advised of the possibility of such damages.

6. Pricing Structure:

Description	Monthly SaaS	One Time
Agenda & Minutes – Unlimited	\$550 / mo	
Digital Boardroom – Unlimited	\$450 / mo	
System Configuration, Implementation & Training		Waived/Included
Total – Monthly SaaS	\$1,000/ mo	

7. Alternate Terms Disclaimed. The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

Capistrano USD

Accela, Inc.

Signature

Signature

Printed Name, Title

Printed Name, Title

Date:

Date:

Billing Contact: Deputy Superintendent, Business & Support Services
 Clark Hampton (cdhampton@capousd.org) AND
 Accounting Department
 Dana Ramirez (daramirez@capousd.org)
 Billing Address: 33122 Valle Road, San Juan Capistrano, CA 92675



Maintenance and Support
Renewal Quote

Prepared for:
Capistrano Unified School District
33122 Valle Rd
San Juan Capistrano, CA
United States, 92675

Service Provider:
Lyris Technologies Inc.
401 Congress Ave, Suite 2650
Austin, TX , 78701

Contact Information: orders@aurea.com
Quote Number: LTC-Capistrano Unified School District-12Mar16
Quote Prepared Date: March 12, 2016
Quote Expiration Date: July 1, 2016

Term Start Date: July 2, 2016

Support Plan	Available Terms	Maintenance Plan Term	First Year Fee	Ongoing Annual Fee Thru Term	Please Select
Platinum Program	One Year	July 2, 2016 - July 15, 2017	20,000	NOT APPLICABLE	{{ }}
	Three Years (Annual)	July 2, 2016 - July 15, 2019	20,000	20,000	{{ }}
	Five Years (Annual)	July 2, 2016 - July 15, 2021	20,000	20,000	{{ }}
Basic Support	One Year	July 2, 2016 - July 15, 2017	3,760	NOT APPLICABLE	{{ }}
	Three Years (Annual)	July 2, 2016 - July 15, 2019	3,760	3,760	{{ }}
	Five Years (Annual)	July 2, 2016 - July 15, 2021	3,010	3,010	{{ }}

Premium Subscriptions		
Aurea® Prime Subscription	If selected, the terms of the 'Aurea Prime Subscription Addendum' apply.	{{ }}

CURRENCY: USD

Licenses for which Service Provider Shall Provide Maintenance and Support		
<table><tr><th>Licensed Software Description</th></tr><tr><td>Feature Set: Pro Key: CAPISTRANO-A0504301C0DA License Level: Titanium Max # of Instances: 1 Max Clicktracking Servers: 1 Max Messages/Hr: 10,000 Max Members: 100,000 Clustering: No Max Sites: 3</td></tr></table>	Licensed Software Description	Feature Set: Pro Key: CAPISTRANO-A0504301C0DA License Level: Titanium Max # of Instances: 1 Max Clicktracking Servers: 1 Max Messages/Hr: 10,000 Max Members: 100,000 Clustering: No Max Sites: 3
Licensed Software Description		
Feature Set: Pro Key: CAPISTRANO-A0504301C0DA License Level: Titanium Max # of Instances: 1 Max Clicktracking Servers: 1 Max Messages/Hr: 10,000 Max Members: 100,000 Clustering: No Max Sites: 3		

Special Terms

Upon execution of this Quote, Customer and Service Provider will be parties to a legally binding contract (the “**Support Agreement**”). The contract between the parties consists of:

(1) this Quote,

(2) the 'Maintenance and Support Terms and Conditions' located at <http://www.aurea.com/legal> and

(3) any applicable Premium Subscription Addenda.

In the event of any conflict, the terms of this Quote will supersede the terms of any other document. Customer's right to use the underlying software is governed by the software license agreement pursuant to which the license to the applicable software (described above as, “Licensed Software”) has been granted to the Customer, whether such software license agreement is attached herewith or agreed upon separately with the Customer. If no such agreement exists, then the terms and conditions of the end-user license agreement accompanying the software will govern. Notwithstanding anything to the contrary, third-party software provided by Service Provider hereunder will be governed by the end-user license agreement accompanying such software.

For the purpose of this Support Agreement, “Maintenance and Support” means the service activities described therein; the “Support Plan” represents the level of maintenance and support to be made available by the Service Provider under the 'Maintenance and Support Terms and Conditions' and will depend upon the Customer's selection above. The “Term” means the “Term Start Date” through the expiration of the Support Plan Term selected above.

The parties agree as follows:

- A) Customer agrees to pay for the Maintenance and Support during the Term in accordance with the Support Plan selected above. All fees hereunder shall be due and payable within thirty (30) days of execution of this Quote. Any taxes are the responsibility of the Customer. Customer's obligations may not be canceled prior to expiration of the Term. CUSTOMER UNDERSTANDS THAT THE SUPPORT AGREEMENT SHALL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD, UNLESS TERMINATED IN ACCORDANCE WITH THE SUPPORT AGREEMENT.
- B) The provisions of the Support Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged between the parties shall be deemed to modify or amend the Support Agreement.
- C) CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND HEREBY AGREES TO **THE SUPPORT AGREEMENT** AND THE APPLICABLE **SOFTWARE LICENSE AGREEMENT**.
- BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF THE CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE **SUPPORT AGREEMENT** AND THE APPLICABLE **SOFTWARE LICENSE AGREEMENT**, AS ATTACHED OR AGREED WITH THE CUSTOMER.

For Service Provider:

{{_es_signer1_signature}}

{{_es_signer2_signature}}



CUSTOMER SIGNATURE

SERVICE PROVIDER SIGNATURE

Does your company require a PO number indicated on the invoice?

☐ **NO.** PO IS NOT REQUIRED

☐ **YES.** PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW"):

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MAY 25, 2016

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

PO No.	Fund	Vendor	Description	Amount
0 Purchase Orders				\$0.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MAY 25, 2016

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
356064	1	BSN SPORTS	Rnt&Repr/CurAthlt/Dstrctwd	8,300.00
356065	1	JOSTENS	SpplsNonI/Sch Adm /Bridges	16.20
356066	1	JOSTENS	SpplsNonI/Sch Adm /Tesoro	1,000.00
356067	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Don Juan	94.95
356068	1	JOSTENS	SpplsNonI/Instrctn/Dstrctwd	700.00
356069	1	CAMPBELL KELLER	SpplsNonI/Sch Adm /SJHHS	2,799.36
356070	1	DIAMOND ENVIROMENTAL SERVICES	Rntl:Oth/Sch Adm /Dstrctwd	273.89
356071	1	AMAZING TENS & EVENTS	Rntl:Oth/Sch Adm /Dstrctwd	833.00
356072	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	233.29
356073	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	75.60
356074	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	75.60
356075	1	STONEWARE INC.	InstMtls/Instrctn/Tesoro	207.36
356076	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	75.60
356077	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	75.60
356078	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	75.60
356079	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Tesoro	565.92
356080	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	75.60
356081	1	CDWG Inc	NonCapEq/Instrctn/CVHS	52,824.80
356082	1	CDWG Inc	NonCapEq/Instrctn/SCHS	60,371.20
356083	1	CDWG Inc	NonCapEq/Instrctn/FNMS	60,371.20
356084	1	CLASSROOM SUPPLY MART	SpplsNonI/Sch Adm /VdelMarE	185.30
356085	1	CDWG Inc	NonCapEq/Instrctn/DHHS	60,371.20
356086	1	CDWG Inc	NonCapEq/Sch Adm /SJHHS	1,493.58
356087	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/ArroyoMS	110.03
356088	1	CDWG Inc	NonCapEq/Instrctn/VdelMarE	1,566.84
356089	1	IXL LEARNING INC	InstMtls/Instrctn/DHHS	2,925.00
356090	1	PC & MACEXCHANGE	NonCapEq/Sch Adm /DJAMS	1,053.00
356091	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/DJAMS	260.00
356092	1	BLAINE RAY WORKSHOPS	Serv& Op/Instrctn/St Anne	359.00
356093	1	SUNBURST DIGITAL INC	InstMtls/Instrctn/ArroyoEl	999.00
356094	1	ETA/ HAND 2 MIND	InstMtls/Instrctn/ArroyoEl	365.67
356095	1	APPLE COMPUTER INC	SpplsNonI/HlthServ/Dstrctwd	520.32
356096	1	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	2,905.54
356097		VOID	VOID	0.00
356098	1	MATTERHACKERS INC	InstMtls/Instrctn/Dstrctwd	1,749.15
356099	1	COMPLETE OFFICE OF CA	InstMtls/Instrctn/Dstrctwd	593.94
356100	40	US BANK NATIONAL ASSOCIATION	TrOutOth/IntrAgnc/Dstrctwd	114,428.54
356101	1	THE REGENTS OF THE UNIVERSITY	Serv& Op/Instrctn/Dstrctwd	25,000.00
356102	1	ORANGE COUNTY DEPT. OF ED	Serv& Op/SupvAdmn/Dstrctwd	3,165.00
356103	1	IMAGE 2000	SpplsNonI/Enterprs/Bathgate	721.12
356104	1	SARGENT-WELCH SCIENTIFIC	InstMtls/Instrctn/DHHS	3,177.27
356105	1	ATKINSON ANDELSON LOYA	Legal /SupvAdmn/Dstrctwd	50,000.00
356106	1	AAA AWARDS & MONOGRAM	InstMtls/Instrctn/DHHS	945.00
356107	1	KIMBERLY STRIEGL	CnsltNon/PsychSer/Dstrctwd	4,750.00
356108	1	BIG TEX WEST TRAILERS SALES	NonCapEq/Op:Grnds/Dstrctwd	8,405.00

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MAY 25, 2016

PO No.	Fund	Vendor	Description	Amount
356109	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Dstrctwd	4,212.00
356110	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Del Obis	2,106.00
356111	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/Kinoshta	1,040.00
356112	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/Del Obis	520.00
356113	1	THINKING MAPS INC	Serv& Op/Instrctn/Concordi	3,000.00
356114	14	GILBERT & STEARNS INC	Bldg Imp/Fac Acq /SCHS	12,783.00
356115	14	CULVER-NEWLIN	Bldg Imp/Fac Acq /Wood Cyn	1,943.57
356116	14	IRVINE VALLEY AIR CONDITIONING	OthAsgmt/Undesig /Dstrctwd	25,500.00
356117	1	ORBACH HUFF SUAREZ & HENDERSON	Legal /Gen Adm /Dstrctwd	50,000.00
356118	1	ASSURED FIRE SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	30,000.00
356119	14	WLC ARCHITECTS INC	Bldg Imp/Fac Acq /Del Obis	500.00
356120	25	ORANGE COUNTY REGISTER	Serv& Op/Fac Acq /Dstrctwd	7,000.00
356121	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Benedict	528.00
356122	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/CVHS	215.99
356123	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/BAMS	500.00
356124	1	CDWG Inc	InstMtls/Instrctn/LFMS	319.68
356125	1	BACKSEAT DRIVER & ASSOC INC	Serv& Op/Instrctn/Dstrctwd	6,996.00
356126	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /AVMS	53.99
356127	1	WEBASSIGN	InstMtls/Instrctn/DHHS	861.00
356128	1	SPARKLETTTS	SpplsNonI/Pup Serv/Dstrctwd	51.46
356129		VOID	VOID	0.00
356130	1	LINCOLN COMMERCIAL POOL EQUIP	InstMtls/CurAthlt/SCHS	2,281.75
356131	1	OCDE	SpplsNonI/Sch Adm /San Juan	300.80
356132	1	THINKING MAPS INC	Serv& Op/Instrctn/Benedict	1,500.00
356133	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/LRMS	379.30
356134	1	US GAMES	InstMtls/Enterprs/Marblehd	202.37
356135	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/LRMS	604.41
356136	1	BLU-WISE MGMT INC	InstMtls/Instrctn/SCHS	368.28
356137	1	ORANGE COUNTY DEPT OF EDUC	Op&Hskpg/Opr:Util/Dstrctwd	22,000.00
356138	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	85.86
356139	1	BARCODESINC	InstMtls/Instrctn/MFMS	248.40
356140	1	NATIONAL PEN COMPANY	SpplsNonI/Sch Adm /San Juan	262.76
356141	1	LEGOLAND	Serv& Op/Instrctn/San Juan	4,106.00
356142	1	WARDS MEDIA TECH	InstMtls/Instrctn/Dstrctwd	796.40
356143	1	B & H PHOTOGRAPHY	NonCapEq/Instrctn/SCHS	15,141.11
356144	1	LIBRARY VIDEO COMPANY	InstMtls/Instrctn/Kinoshta	137.50
356145	1	TEACHERS DISCOVERY	InstMtls/Instrctn/LRMS	406.12
356146	1	PRO-ED	InstMtls/SE0thIns/Dstrctwd	146.15
356147	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Viejo	260.00
356148	1	PC & MACEXCHANGE	NonCapEq/Instrctn/Viejo	1,053.00
356149	1	GANAHL LUMBER	InstMtls/Instrctn/MFMS	200.00
356150		VOID	VOID	0.00
356151	1	PAXTON/PATTERSON	InstMtls/Instrctn/ANHS	3,348.16
356152	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	600.00
356153	1	APPLE COMPUTER INC	InstMtls/Instrctn/Bergeson	1,413.60
356154	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	543.24
356155		VOID	VOID	0.00
356156	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	300.00
356157	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/ANHS	3,544.65
356158		VOID	VOID	0.00
356159		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2015-16 *****
Board of Trustees Meeting.....MAY 25, 2016

PO No.	Fund	Vendor	Description	Amount
356160	11	NEW READERS PRESS	InstMtls/Instrctn/Dstrctwd	123.12
356161	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/SJHHS	2,253.77
356162	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/DHHS	2,524.82
356163	1	SCHOLASTIC INC	InstMtls/Instrctn/CVHS	109.90
356164	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	1,000.00
356165	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Viejo	500.00
356166	1	CLEAR SOURCE IT	SpIsNonI/Saf&Trng/Dstrctwd	648.00
356167	1	NCS PEARSON INC.	SpIsNonI/PsychSer/Dstrctwd	1,795.24
356168		VOID	VOID	0.00
356169	1	SPEECH CORNER, THE	InstMtls/SE0thIns/Dstrctwd	27.54
356170	1	PRECISION LADDERS LLC	NonCapEq/RR:Bldgs/CVHS	1,319.76
356171	1	ITO NURSERY	InstMtls/Instrctn/LRMS	200.00
356172	1	ALL FOUR STRINGS	InstMtls/Instrctn/Dstrctwd	1,498.49
356173	1	SCHOOL SAVERS	InstMtls/Instrctn/SJHHS	6,079.53
356174	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Palisade	11.01
356175	1	HAZELDEN EDUC MATERIALS	Serv& Op/Instrctn/Marblehd	214.00
356176	1	POSITIVE PROMOTIONS	InstMtls/Instrctn/Las Palm	280.40
356177	1	360 PRINT MEDIA	SpIsNonI/Purch /Dstrctwd	4,926.38
356178	1	AUDITORY INSTRUMENTS	SpIsNonI/Sch Adm /SJHHS	500.00
356179	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	2,900.00
356180	1	MITCHELL 1	InstMtls/Instrctn/ANHS	1,099.00
356181	1	PRO PHOTO CONNECTION INC	InstMtls/Instrctn/SCHS	1,846.67
356182	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	2,900.00
356183	1	TOON BOOM ANIMATION INC	NonCapEq/Instrctn/CVHS	3,861.40
356184	1	OFFICE DEPOT	InstMtls/Instrctn/Dstrctwd	53.99
356185	1	OFFICE DEPOT	InstMtls/Instrctn/DHHS	46.44
356186	1	CAMCOR INC	InstMtls/Instrctn/Tesoro	292.46
356187	1	OFFICE DEPOT	SpIsNonI/Sch Adm /AVMS	541.14
			SpIsNonI/Enterprs/AVMS	541.21
356188	1	SANDBERG, ELAINE	Serv& Op/Instrctn/SVCS	276.26
356189	1	CAMCOR INC	InstMtls/Instrctn/Tesoro	292.46
356190	1	AUSTIN, LORI	Serv& Op/Instrctn/St Anne	415.55
356191	1	CAMCOR INC	InstMtls/Instrctn/Viejo	410.10
356192	40	DAVE BANG ASSOCIATES	F&EInstl/Fac Acq /Oxford	134,995.34
356193	1	CAMCOR INC	InstMtls/Instrctn/LRMS	820.20
356194	1	GRANLIBAKKEN	Conf:Ins/Instrctn/HankeyMS	3,437.60
			Conf:Ins/Instrctn/HankeyES	6,875.20
			CnfrNonI/Sch Adm /HankeyMS	1,718.80
356195	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	414.18
356196	1	CAMCOR INC	InstMtls/Instrctn/Del Obis	579.85
356197	1	CAMCOR INC	InstMtls/Instrctn/Dstrctwd	497.02
356198	1	CAMCOR INC	InstMtls/Instrctn/Marblehd	662.69
356199	1	TOLEDO PHYSICAL ED SUPPLY	InstMtls/Instrctn/RH Dana	52.99
356200	1	CAMCOR INC	InstMtls/Instrctn/CVHS	424.07
356201	1	REEL LUMBER	InstMtls/Instrctn/FNMS	2,500.00
356202	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Chaparal	135.76
356203	1	CDWG Inc	SpIsNonI/SupvAdmn/Dstrctwd	286.42
356204	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	64.80
356205	1	CDWG Inc	InstMtls/Instrctn/ANHS	1,454.76
356206	1	CDWG Inc	InstMtls/Instrctn/CVHS	484.92

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2015-16 *****
Board of Trustees Meeting.....MAY 25, 2016

PO No.	Fund	Vendor	Description	Amount
356207	1	CDWG Inc	SpplsNonI/SupvAdmn/Dstrctwd	239.76
356208	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	319.68
356209	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /MFMS	1,123.20
356210	1	BLUE LABEL POWER INC.	InstMtls/Instrctn/DHHS	149.59
356211	1	BLUE LABEL POWER INC.	InstMtls/Instrctn/SCHS	249.32
356212	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	2,900.00
356213	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Las Palm	2,900.00
356214	1	WHITE FLITE DOVE RELEASE	SpplsNonI/Sch Adm /Dstrctwd	300.00
356215	11	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	128.88
356216	1	EMERGENCY TRAINING NETWORK	Serv& Op/Instrctn/DHHS	3,200.00
356217	1	WAL MART L.N.	InstMtls/SE0thIns/Dstrctwd	300.00
356218	1	WAL MART L.N.	InstMtls/SE0thIns/Dstrctwd	450.00
356219	1	WAL MART L.N.	InstMtls/SE0thIns/Dstrctwd	450.00
356220	1	WAL MART L.N.	InstMtls/SE0thIns/Dstrctwd	1,050.00
356221	1	A Z BUS SALES INC	F&ENonIn/PuplTran/Dstrctwd	386,485.65
356222		VOID	VOID	0.00
356223	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	205.11
356224	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	207.19
356225	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	69.98
356226	1	SUPER DUPER INC.	InstMtls/SE0thIns/Dstrctwd	228.21
356227	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	205.16
356228	1	PRO-ED	InstMtls/SE0thIns/Dstrctwd	235.76
356229	1	JOSTENS	SpplsNonI/Sch Adm /Bridges	110.00
356230		VOID	VOID	0.00
356231	1	CULVER-NEWLIN	InstMtls/Instrctn/MFMS	4,689.90
356232		VOID	VOID	0.00
356233	1	CONTEMPORARY SERVICES CORP.	Serv& Op/Sch Adm /Dstrctwd	981.25
356234	1	MOORE, BETH	CnsltNon/HlthServ/Dstrctwd	5,000.00
356235	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	155.76
356236	1	WENGER CORPORATION	NonCapEq/Instrctn/DHHS	2,448.84
356237	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	1,361.72
356238	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	290.28
356239	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	290.28
356240	1	NCS PEARSON INC.	SpplsNonI/Spch Aud/Dstrctwd	503.88
356241	1	BAD WOLF PRESS	InstMtls/Instrctn/Marblehd	49.60
356242	11	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	122.47
356243		VOID	VOID	0.00
356244	1	AMERICAN CHEMICAL SOCIETY	InstMtls/Instrctn/SJHHS	55.21
356245	1	ABILITATIONS-USE VENDOR 123022	SpplsNonI/HlthServ/Dstrctwd	133.25
356246	14	WENGER CORPORATION	Bldg Imp/Fac Acq /SCHS	654.48
356247	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /FNMS	300.24
356248	1	BSN SPORTS	InstMtls/CurAthlt/Tesoro	1,089.67
356249		VOID	VOID	0.00
356250	1	PACIFIC SYMPHONY	Serv& Op/Instrctn/SJHHS	2,900.00
356251	1	SPECTRUM CENTER ROSSIER PARK	NPS /NPS /Dstrctwd	280.00
356252	1	BERGMAN DACEY GOLDSMITH,	Legal /FacPlann/Dstrctwd	1,210.00
356253	1	STAPLES ADVANTAGE	SpplsNonI/Saf&Trng/Dstrctwd	571.35
356254	1	STAPLES ADVANTAGE	SpplsNonI/Sch Adm /FNMS	68.23
356255	1	ZONAR	SpplsNonI/PuplTran/Dstrctwd	156.86
356256	1	CINTAS CORPORATION #640	SpplsNonI/PuplTran/Dstrctwd	10,000.00

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2015-16 =====
 Board of Trustees Meeting.....MAY 25, 2016

PO No.	Fund	Vendor	Description	Amount
356257	1	CINTAS CORPORATION	SpplsNonI/PuplTran/Dstrctwd	1,500.00
356258		VOID	VOID	0.00
356259	1	UNITED SCOPE LLC	InstMtls/Instrctn/CVHS	5,965.49
356260	1	A Z BUS SALES INC	F&ENonIn/PuplTran/Dstrctwd	386,485.65
356261	1	BIO CORPORATION	InstMtls/Instrctn/SJHHS	33.68
356262	1	DANNIS WOLIVER KELLEY	Legal /Gen Adm /Dstrctwd	50,000.00
356263		VOID	VOID	0.00
356264	1	LIBRARY STORE, THE	Bks&Ref /Sch Adm /SCHS	223.30
356265	1	DELTA EDUCATION	InstMtls/Instrctn/RH Dana	2,645.98
356266	1	AWARDS 'N MORE	SpplsNonI/SupvAdmn/Dstrctwd	61.02
356267	1	IAT INTERACTIVE LLC	InstMtls/Instrctn/ANHS	1,223.05
356268	1	IAT INTERACTIVE LLC	InstMtls/Instrctn/ANHS	1,336.05
356269	1	SPORTS IMPORTS INC	InstMtls/CurAthlt/Tesoro	1,857.60
356270	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Instrctn/Dstrctwd	1,064.88
356271	1	BOYS TOWN CALIFORNIA INC.	Sub MHBC/NPS /Dstrctwd	15,996.57
			Sub MHBC/PsychSer/Dstrctwd	15,996.57
356272	12	CHANCY & BRUCE EDUC. RESOURCES	CnsltNon/SupvAdmn/Dstrctwd	950.00
356273	1	GOPHER ATHLETIC	InstMtls/Instrctn/Malcom	495.72
356274	1	CAPISTRANO CONNECTIONS ACADEMY	InLieuTx/Undesig /Connectn	2,800,000.00
356275	1	JOURNEY CHARTER SCHOOL	InLieuTx/Undesig /Journey	495,000.00
356276	1	COMMUNITY ROOTS	InLieuTx/Undesig /CommRoot	563,000.00
356277	1	OXFORD ACADEMY	InLieuTx/Undesig /Oxford	1,000,000.00
356278	1	GOPHER ATHLETIC	InstMtls/Instrctn/CVHS	414.74
356279	1	EPIC MACHINES INC.	NonCapEq/Instrctn/SCHS	1,937.52
356280	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	115.64
356281	1	JIM SHIPLEY & ASSOCIATES INC	Bks&Ref /SupvAdmn/Dstrctwd	46.59
356282		VOID	VOID	0.00
356283	1	GUITAR CENTER STORES INC	NonCapEq/Instrctn/DHHS	2,598.48
356284	1	MAKE MUSIC!	InstMtls/Instrctn/DHHS	544.83
356285	1	APPLE COMPUTER INC	InstMtls/Instrctn/Wagon Wh	5,546.40
356286	1	MIRACLE RECREATION EQUIPMENT	SpplsNonI/RR:Bldgs/Dstrctwd	3,398.89
356287	1	CHATFIELD-CLARKE CO. INC	SpplsNonI/RR:Bldgs/Dstrctwd	3,000.00
356288	1	DAVE BANG ASSOCIATES	Rntl:Oth/RR:Bldgs/Dstrctwd	22,800.00
356289	1	CULVER-NEWLIN	InstMtls/Instrctn/SJHHS	4,668.84
356290	1	FLAGHOUSE INC	InstMtls/Instrctn/Tesoro	218.24
356291	1	PERMA-BOUND	InstMtls/Instrctn/MFMS	516.02
356292	1	VERIZON WIRELESS	Cmmnctns/HlthServ/Dstrctwd	32.99
356293	1	ECS IMAGING INCORPORATED	Serv& Op/Pup Serv/Dstrctwd	19,500.00
356294	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	5,206.29
356295	1	BAD WOLF PRESS	InstMtls/Instrctn/Marblehd	50.00
356296	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	901.15
356297	1	APPLE COMPUTER INC	NonCapEq/Instrctn/DHHS	1,681.43
356298	1	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	285.12
356299	1	CENGAGE LEARNING	InstMtls/Instrctn/MFMS	472.00
356300	25	CULVER-NEWLIN	F&EInstl/Fac Acq /Dstrctwd	18,267.72
356301		VOID	VOID	0.00
356302	1	WORKBOOK PUBLISHING INC	SpplsNonI/SupvAdmn/Dstrctwd	3,913.76
356303	1	STAPLES ADVANTAGE	InstMtls/Instrctn/CVHS	56.14
356304	1	BROOKES PUBLISHING CO, PAUL H	InstMtls/SDCInstr/Dstrctwd	665.50
356305	1	BEYOND PLAY	InstMtls/SDCInstr/Dstrctwd	299.50
356306		VOID	VOID	0.00

Board of Trustees Purchase Order Listing
***** Fiscal Year: 2015-16 *****
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PO No.	Fund	Vendor	Description	Amount
356307	1	HAZELDEN EDUC MATERIALS	Serv& Op/Instrctn/Lobo	200.00
356308	1	CULVER-NEWLIN	SpplsNonI/Sch Adm /LRMS	273.24
356309	11	NEW READERS PRESS	InstMtls/Instrctn/Dstrctwd	198.48
356310	1	MIND RESEARCH INSTITUTE	Serv& Op/Instrctn/San Juan	6,000.00
356311	1	ALL FOUR STRINGS	Rnt&Repr/Instrctn/Dstrctwd	1,600.00
356312	14	DIGITAL NETWORKS GROUP INC	Bldg Imp/Fac Acq /Dstrctwd	15,000.00
356313		VOID	VOID	0.00
356314		VOID	VOID	0.00
356315	1	MITCHELL 1	Serv& Op/Instrctn/SCHS	1,349.00
356316	1	JONES SCHOOL SUPPLY CO INC	InstMtls/Instrctn/AVMS	1,000.00
356317	1	GOPHER ATHLETIC	InstMtls/Instrctn/Tesoro	1,599.11
356318	1	CAMCOR INC	InstMtls/Enterprs/HankeyES	1,360.71
356319	1	SHRED-IT US JV LLC	Serv& Op/Warehse /Dstrctwd	1,000.00
356320	14	COLLINS COMPANY	Bldg Imp/Fac Acq /DHHS	6,950.00
356321	11	CULVER-NEWLIN	NonCapEq/Sch Adm /Dstrctwd	13,590.56
356322	1	TRAK ENGINEERING INC	Ppl Tran/PuplTran/Dstrctwd	1,675.00
			SpplsNonI/Dist Veh/Dstrctwd	825.00
356323	1	LOWE'S COMPANIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	118.78
356324	1	WORLD OF AWNINGS & CANOPIES	Rntl:Oth/RR:Bldgs/LRMS	4,860.00
356325	1	COMPLETE OFFICE OF CA	SpplsNonI/FacPlann/Dstrctwd	1,000.00
356326	13	IMAGE ONE TECHNOLOGY SOLUTIONS	CntrctFd/FoodServ/Dstrctwd	1,500.00
356327	1	ORANGE COUNTY REGISTER	Serv& Op/Purch /Dstrctwd	15,000.00
356328	1	CAMCOR INC	InstMtls/Instrctn/Kinoshta	1,199.10
356329	13	SMART & FINAL	Food Dry/FoodServ/Dstrctwd	500.00
356330	1	WAL MART L.N.	InstMtls/Instrctn/LRMS	120.00
356331	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/FNMS	250.00
356332	1	FLOCABULARY LLC	InstMtls/Instrctn/LRMS	384.00
356333	1	EASTBAY TEAM SALES	InstMtls/CurAthlt/CVHS	999.94
356334	1	APPLE COMPUTER INC	InstMtls/Instrctn/Wagon Wh	499.99
			InstMtls/Instrctn/Dstrctwd	348.17
356335	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/Del Obis	1,617.00
356336	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Dstrctwd	294.00
356337	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
356338	1	ATKINSON ANDELSON LOYA	CnfrNonI/Prsnl:HR/Dstrctwd	99.00
356339	1	HOWARD TECHNOLOGY SOLUTIONS	Rnt&Repr/Instrctn/DJAMS	980.00
356340	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	6,946.50
			NonCapEq/Instrctn/Don Juan	6,919.50
356341	1	DELL COMPUTER	InstMtls/Instrctn/SMS	600.62
356342	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	2,797.60
356343	1	SADDLEBACK VALLEY USD	FieldTrp/Instrctn/Bathgate	1,575.00
356344	1	IRVINE PARK RAILROAD	FieldTrp/Instrctn/Bathgate	1,742.00
356345		VOID	VOID	0.00
356346	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/ArroyoEl	1,000.00
356347	1	HERITAGE MUSEUM OF OC	FieldTrp/Instrctn/Las Palm	1,131.00
356348	1	BSN SPORTS	InstMtls/CurAthlt/Tesoro	5,328.46
356349	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	4,251.00
356350	1	CULVER-NEWLIN	SpplsNonI/Saf&Trng/Dstrctwd	268.40
356351	1	NEW MANAGEMENT	SpplsNonI/Saf&Trng/Dstrctwd	180.80
356352	1	APPLE COMPUTER INC	InstMtls/Instrctn/VDMMS	71,287.02
356353	1	APPLE COMPUTER INC	NonCapEq/Instrctn/CVHS	70,838.12

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PO No.	Fund	Vendor	Description	Amount
356354	1	LINDAMOOD-BELL LEARNING	Conf:Ins/SE0thIns/Dstrctwd	5,432.00
356355	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	327.00
356356	1	LAGUNA NIGUEL CHAMBER OF	Dues&Mmb/Pub Info/Dstrctwd	135.00
356357	1	ACSA/FOUNDATION FOR EDUC	Dues&Mmb/Supt /Dstrctwd	10,000.00
356358		VOID	VOID	0.00
356359		VOID	VOID	0.00
356360	1	APPLE COMPUTER INC	InstMtls/Instrctn/Tesoro	824.64
356361	1	LARMAC	Serv& Op/RR:Grnds/Dstrctwd	17,400.00
356362	1	DELL COMPUTER	InstMtls/Instrctn/Dstrctwd	647.96
356363	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/VarSites	465.80
356364		VOID	VOID	0.00
356365	1	CDWG Inc	InstMtls/Instrctn/Kinoshta	384.35
356366	1	CDWG Inc	SplsNonI/Sch Adm /RH Dana	27.45
356367	1	CA DEPT OF ED OFFICE OF SCHOOL	SplsNonI/PuplTran/Dstrctwd	300.00
356368		VOID	VOID	0.00
356369	1	JENSEN, LORI	Serv& Op/Instrctn/SVCS	450.00
356370	1	CDWG Inc	InstMtls/Instrctn/LFMS	82.36
356371	1	JENSEN, LORI	Serv& Op/Instrctn/SVCS	991.00
356372	1	CDWG Inc	InstMtls/Instrctn/RH Dana	299.70
356373	1	KELLINGER, PAM	Serv& Op/Instrctn/SVCS	948.96
356374	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	1,312.20
356375	1	CDWG Inc	InstMtls/Aid:Inst/Dstrctwd	1,267.93
356376	1	APPLE COMPUTER INC	InstMtls/Instrctn/Dstrctwd	2,149.20
356377	1	TROXELL COMMUNICATIONS INC	InstMtls/Instrctn/LRMS	2,095.20
356378	1	PAXTON/PATTERSON	InstMtls/Instrctn/ANHS	1,440.83
356379	1	KELLINGER, PAM	Serv& Op/Instrctn/SVCS	138.98
356380	1	SNAP-ON TOOLS CORP	NonCapEq/Instrctn/ANHS	11,422.11
356381	1	MEDCO SUPPLY MASUNE &	InstMtls/CurAthlt/ANHS	4,668.66
356382		VOID	VOID	0.00
356383	1	MOREY'S MUSIC	NonCapEq/Instrctn/Dstrctwd	744.12
356384	1	SAN DIEGO GAS & ELECTRIC	Op&Hskpg/Opr:Util/Dstrctwd	1,500,000.00
356385	1	CAMBIUM LEARNING GROUP INC	Conf:Ins/SE0thIns/Dstrctwd	5,547.59
356386	1	RRA ENTERPRISES INC	SplsNonI/Sch Adm /Dstrctwd	1,080.00
356387	1	MOORE, JANE	Serv& Op/Instrctn/Our Savr	225.00
356388	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	1,040.64
356389	23	US BANK NATIONAL ASSOCIATION	Serv& Op/Fac Acq /Dstrctwd	770.00
356390	1	FLOCABULARY LLC	Serv& Op/Instrctn/LRMS	576.00
356391	1	WALSH, KATHLEEN	Serv& Op/Instrctn/Mission	320.00
356392	1	WALSH, KATHLEEN	Serv& Op/Instrctn/Mission	268.00
356393	1	MILDREW, JULIE	Serv& Op/Instrctn/St Edwrd	330.00
356394		VOID	VOID	0.00
356395	1	MUSICIAN'S FRIEND	InstMtls/Instrctn/LRMS	238.68
356396	1	WILLIAMS, JOANNE	Serv& Op/Instrctn/Fatima	55.00
356397	1	JENKIN, LESLIE	Serv& Op/Instrctn/Fatima	399.00
356398	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Tesoro	955.37
356399	14	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /Bergeson	66,445.80
356400	1	CHEFS' TOYS	InstMtls/Instrctn/SJHHS	683.32
356401	1	CAMCOR INC	InstMtls/Instrctn/Tesoro	109.67
356402	1	CDWG Inc	InstMtls/Instrctn/Bergeson	75.43
356403	1	CDWG Inc	SplsNonI/SupvAdmn/Dstrctwd	198.69

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PO No.	Fund	Vendor	Description	Amount
356404	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	1,619.36
356405	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	2,429.04
356406	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	5,577.04
356407		VOID	VOID	0.00
356408	1	CDWG Inc	InstMtls/Instrctn/Hiddn Hl	404.84
			NonCapEq/Instrctn/Dstrctwd	404.84
356409		VOID	VOID	0.00
356410	1	CDWG Inc	NonCapEq/TIS /Dstrctwd	1,756.81
356411	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	765.40
356412	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	2,005.14
356413	1	CDWG Inc	SpplsNonI/SupvAdmn/Dstrctwd	686.34
356414	1	CDWG Inc	SpplsNonI/Sch Adm /FNMS	274.54
356415	1	COSTCO S.J.C.	SpplsNonI/HlthServ/Dstrctwd	507.50
356416	25	CULVER-NEWLIN	F&EInstl/Fac Acq /Dstrctwd	12,523.16
356417	1	CDWG Inc	NonCapEq/TIS /Dstrctwd	1,446.00
356418	1	BONDLOGISTIX LLC	Serv& Op/M-R Reim/Dstrctwd	10,000.00
356419	1	HOUGHTON MIFFLIN	InstMtls/SDCInstr/Dstrctwd	3,146.59
356420	1	COLLEGE BOUND SENIORS REPORTS	Serv& Op/PuplTest/Dstrctwd	2,867.40
356421		VOID	VOID	0.00
356422	1	NCS PEARSON INC.	SpplsNonI/Spch Aud/Dstrctwd	285.00
356423	1	NCS PEARSON INC.	SpplsNonI/PsychSer/Dstrctwd	731.68
356424	1	NCS PEARSON INC.	SpplsNonI/PsychSer/Dstrctwd	1,644.27
356425	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	365.80
356426	1	SOUTHLAND INSTRUMENTS	NonCapEq/Instrctn/LFMS	4,076.40
356427	1	DON JOHNSTON INC	InstMtls/SEOthIns/Dstrctwd	64.67
356428	1	WARDS MEDIA TECH	NonCapEq/Instrctn/Dstrctwd	3,268.08
356429	1	WARDS MEDIA TECH	NonCapEq/Instrctn/Dstrctwd	2,021.76
356430	1	WARDS MEDIA TECH	NonCapEq/Instrctn/Viejo	673.92
356431	1	HAWTHORNE EDUCATIONAL SERV	SpplsNonI/PsychSer/Dstrctwd	2,015.44
356432	1	CDWG Inc	NonCapEq/Instrctn/Cal Prep	2,103.30
			Serv& Op/Instrctn/FrshStrt	2,103.30
356433	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	4,028.40
356434	1	CDWG Inc	NonCapEq/Instrctn/San Juan	805.68
356435	1	CDWG Inc	NonCapEq/Instrctn/LFMS	955.80
356436		VOID	VOID	0.00
356437	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	1,261.44
356438	1	CDWG Inc	NonCapEq/Sch Adm /LFMS	3,045.60
356439	1	IPEVO INC	InstMtls/Instrctn/Kinoshta	998.30
356440	1	IPEVO INC	InstMtls/Instrctn/Dstrctwd	713.07
356441	1	IPEVO INC	InstMtls/Instrctn/Dstrctwd	1,426.14
356442	1	IPEVO INC	InstMtls/Instrctn/Dstrctwd	142.61
356443	1	IPEVO INC	InstMtls/Instrctn/Dstrctwd	142.61
356444	1	IPEVO INC	InstMtls/Instrctn/ArroyoMS	194.45
356445	1	UNITED COMMUNICATION SYSTEMS	SpplsNonI/SupvAdmn/Dstrctwd	91,185.12
356446	1	PACIFIC COAST ENTERTAINMENT	Serv& Op/Sch Adm /Dstrctwd	3,754.28
356447	11	TPRS PUBLISHING INC	InstMtls/Instrctn/Dstrctwd	12.43
356448	1	ORIENTAL TRADING CO	InstMtls/Instrctn/Bergeson	79.56
356449		VOID	VOID	0.00
356450	11	PRO LINGUA ASSOCIATES	InstMtls/Instrctn/Dstrctwd	43.14
356451		VOID	VOID	0.00
356452		VOID	VOID	0.00

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PO No.	Fund	Vendor	Description	Amount
356453	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/SCHS	980.00
356454	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/LRMS	500.00
356455	1	BARNES & NOBLE	InstMtls/Instrctn/CVHS	112.22
356456	1	CURRICULUM ASSOCIATES	InstMtls/Instrctn/Dstrctwd	6,697.47
356457		VOID	VOID	0.00
356458	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	2,500.00
356459	1	LAKESHORE LEARNING MATERIALS	InstMtls/SE0thIns/Dstrctwd	1,236.09
356460	1	NUMOTION	SpIsNonI/HlthServ/Dstrctwd	1,901.44
356461		VOID	VOID	0.00
356462	1	PERMA-BOUND	Bks&Ref /Libr&Med/LFMS	505.44
356463	1	ALL FOUR STRINGS	InstMtls/Instrctn/Dstrctwd	11,999.51
356464	1	CULVER-NEWLIN	SpIsNonI/Sch Adm /SJHHS	278.10
356465	1	BERTRAND'S HORN IMPROVEMENT	Rnt&Repr/Instrctn/RH Dana	186.00
356466	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	64.79
356467	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	64.79
356468	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/Dstrctwd	1,573.61
356469	1	SAY IT RIGHT.ORG	SpIsNonI/Spch Aud/Dstrctwd	228.63
356470	1	ORIENTAL TRADING CO	InstMtls/Instrctn/LadraElm	18.27
356471	14	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /SMS	19,600.00
356472	11	BLAINE RAY WORKSHIPS INC	InstMtls/Instrctn/Dstrctwd	226.56
356473		VOID	VOID	0.00
356474	1	MHS RESEARCH DEPARTMENT	SpIsNonI/PsychSer/Dstrctwd	3,210.03
356475		VOID	VOID	0.00
356476		VOID	VOID	0.00
356477		VOID	VOID	0.00
356478		VOID	VOID	0.00
356479	14	Q FENCE AND FABRICATION	Rntl:Oth/RR:Bldgs/SCHS	2,500.00
356480	70	MAACO COLLISION REPAIR & AUTO	Rntl:Oth/Enterprs/Dstrctwd	1,500.00
356481	1	AAAS/SCIENCE	InstMtls/Instrctn/Tesoro	360.00
356482	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Malcom	471.09
356483	1	TECHSMITH CORPORATION	SpIsNonI/SupvAdmn/Dstrctwd	78.60
356484	14	IGOR BERNIK	Bldg Imp/Fac Acq /Viejo	27,000.00
356485		VOID	VOID	0.00
356486	1	CULVER-NEWLIN	SpIsNonI/Sch Adm /SJHHS	424.44
356487	1	B & H PHOTOGRAPHY	InstMtls/Enterprs/HankeyES	158.81
356488	1	CDWG Inc	InstMtls/Enterprs/HankeyES	79.60
356489	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DHHS	2,247.97
356490	1	COMPLETE OFFICE OF CA	SpIsNonI/Bus/Fisc/Dstrctwd	500.00
356491	1	CAL STAGE & LIGHTING INC	NonCapEq/Instrctn/SJHHS	4,509.11
356492	1	COSTCO S.J.C.	InstMtls/SE0thIns/Dstrctwd	1,015.00
356493	1	CAMCOR INC	InstMtls/SE0thIns/Dstrctwd	7.31
356494	1	CDWG Inc	InstMtls/Instrctn/LadraElm	1,939.68
356495	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	159.84
356496	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	763.56
356497	1	G.A. DOMINGUEZ	Bldg Imp/Fac Acq /Dstrctwd	13,800.00
356498	1	CDWG Inc	NonCapEq/SE0thIns/Dstrctwd	672.71
356499		VOID	VOID	0.00
356500	40	NKS MECHANICAL CONTRACTING INC	BI:Const/Fac Acq /FNMS	3,745.73
356501	1	WARDS NATURAL SCIENCE	NonCapEq/Instrctn/DHHS	6,150.60
356502	1	BUREAU EDUCATION & RESEARCH	CnfrNonI/HlthServ/Dstrctwd	239.00

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PO No.	Fund	Vendor	Description	Amount
356503	1	COSTCO S.J.C.	SplsNonI/Sch Adm /RH Dana	1,117.00
356504	1	SADDLEBACK GOLF CARS	Rntl:Oth/Sch Adm /Dstrctwd	1,208.20
356505	1	SHORE GARDENS NURSERY	Rntl:Oth/Sch Adm /Dstrctwd	100.00

400 Purchase Orders \$8,951,884.86

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Warrant Number	Name of Payee	Reference Number	Amount
221769	BRINKS INC.	PV-164720	294.39
		PV-164721	436.80
221770	Christus 02, Stephanie	PV-164680	71.70
221771	DOMINO'S PIZZA	PV-164809	18,095.00
221772	Galang 02, Alicia	PV-164679	39.50
221773	HOLLANDIA DAIRY INC.	PV-164742	63,044.52
221774	Le 01, Linh	PV-164740	30.00
221775	Pascual 04, Mickelle	PV-164677	100.00
221776	Ramey 01, Joanna	PV-164719	279.75
221777	STATE OF CALIFORNIA	PV-164785	466.00
221778	Shiltz 78, Sheri	PV-164718	76.50
221779	THE PLATINUM PACKAGING GROUP	PV-164806	533.32
221780	Thee 04, Nancy	PV-164739	74.25
221781	4WALL LOS ANGELES INC	PO-354619	3,564.79
221782	AMT SYSTEMS INC	PO-350367	781.02
221783	BOWIE ARNESON WILES &	PO-354637	2,397.00
221784	CITY OF SAN CLEMENTE	PO-350712	4,774.31
221785	CITY OF SAN JUAN CAPISTRANO	PO-351098	4,000.58
221786	GOBO LLC	PO-353457	990.00
		PO-355835	505.00
221787	MOULTON NIGUEL WATER	PO-351097	6,001.71
221788	PROJECT DIMENSIONS	PO-353440	1,981.00
		PO-355423	33,493.00
221789	SAN DIEGO GAS & ELECTRIC	PV-164803	237,117.12
221790	SANTA MARGARITA WATER	PO-350719	4,016.62
221791	SO CAL GAS CO	PO-355453	5,296.68
221792	SOUTHERN CALIFORNIA EDISON	PO-350716	43,761.36
221793	ABOVE ALL NAMES CONSTRUCTION	PO-354622	14,425.50
221794	CJK CONSTRUCTION MANAGEMENT	PO-352511	15,640.00
221795	MUSICIAN'S FRIEND	PO-355235	178.20
221796	RTK ENERGY, LLC	PO-354752	646.00
221797	SOUTHERN CALIFORNIA SECURITY	PO-354110	5,691.88
221798	CJK CONSTRUCTION MANAGEMENT	PO-352512	15,640.00
221799	CJK CONSTRUCTION MANAGEMENT	PO-352510	5,244.00
221800	CJK CONSTRUCTION MANAGEMENT	PO-352507	6,992.00
221801	ALBERT YUEN AND CHARLENE TONG	PO-351234	2,069.92
221802	BEACON DAY SCHOOL	PO-355923	5,573.16
221803	BLIND CHILDREN'S LEARNING	PO-351779	6,061.93
		PO-354972	45.71
221804	DUANE YOSHIMURA AND TINA LEE	PO-355788	4,300.00
221805	GOODWILL INDUSTRIES OF ORANGE	PO-350799	731.25
221806	HERITAGE SCHOOLS INC	PO-355922	15,007.00
221807	MARK AND KATHRYN DANIELS	PO-351640	2,223.32
221808	PORT VIEW PREPARATORY SCHOOL	PO-354073	5,669.20
		PO-355924	9,180.00

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Warrant Number	Name of Payee	Reference Number	Amount
221809	SALAMIRAD, ALI & JODY	PO-353449	2,795.52
221810	SPECTRUM CENTER ROSSIER PARK	PO-354634	4,689.32
		PO-354635	2,898.00
		PO-354974	2,898.00
		PO-355155	804.42
221811	STEPPING STONES THERAPY INC	PO-352539	1,500.00
221812	ALLAN, KRYSTAL	PV-164751	129.82
221813	COVEN, DEBRA	PV-164750	109.00
221814	EAGLE SOFTWARE	PO-354267	2,400.00
		PO-354384	300.00
		PO-354385	300.00
		PO-354388	300.00
		PO-354544	350.00
		PO-354625	350.00
		PO-354626	625.00
		PO-354627	625.00
		PO-354944	425.00
221815	GARCIA, JERI	PV-164747	994.94
		PV-164752	28.75
221816	GEIGER, PHILIPPA	PV-164815	15.00
221817	HARRIS, HEIDI	PV-164741	362.08
221818	HAYES, COLLEEN	PV-164744	64.80
221819	HEAVLIN-MARTINEZ, JOHANNA	PV-164745	102.65
221820	HUISENFELDT, KATHIE	PV-164743	49.14
221821	INSTITUTE FOR MULTI-SENSORY ED	PO-354763	10,750.00
221822	IQBAL, SANA	PV-164746	70.20
221823	ORANGE COUNTY DEPT OF EDUCATIO	PO-353628	600.00
		PO-353629	600.00
		PO-354923	398.00
221824	TUCKER, CANDICE	PV-164748	68.81
221825	BIRD, CHRISTINE	PV-164749	18.90
221826	THOMAS, MEREDITH	PV-164753	89.18
221827	MISSION AUTO SERVICE	PO-353790	764.96
221828	MOBILE FLEET WASH	PO-350480	923.00
221829	NASCO MODESTO	PO-353390	93.05
		PO-355255	40.44
		PO-355490	40.35
221830	NCS PEARSON INC	PO-354860	226.86
221831	NCS PEARSON INC.	PO-355291	1,609.12
221832	NORTHERN SPEECH SERVICES	PO-355646	224.39
221833	ORANGE AUTO PARTS & SUPPLY LLC	PO-352218	204.12
221834	ORIENTAL TRADING COMPANY INC	PO-354880	277.75
		PO-355671	29.49
221835	PEP BOYS	PO-353966	100.94
221836	QUALITY TOWING	PO-350546	1,019.00

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Warrant Number	Name of Payee	Reference Number	Amount
221837	RINCON TRUCK CENTER INC	PO-350842	2,566.88
221838	SHRED-IT USA LLC	PO-351679	42.00
221839	SMOG EXPRESS	PO-350553	55.95
221840	SOUTHERN COUNTIES LUBRICANTS	PO-355379	431.24
221841	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-350104	402.38
		PO-350105	243.41
		PO-350547	67.32
		PO-350646	523.47
		PO-350652	67.06
		PO-350660	325.76
		PO-350661	207.23
		PO-350662	0.48
		PO-350666	77.86
		PO-350668	93.70
		PO-350670	34.91
		PO-350673	100.56
		PO-350676	41.94
		PO-350679	382.59
		PO-350680	36.27
		PO-350681	270.01
		PO-350682	355.56
		PO-350686	206.04
		PO-350687	357.54
		PO-350689	1,867.32
		PO-351200	568.84
		PO-351210	21.22
		PO-351212	51.72-
		PO-351213	511.71
		PO-351246	581.52
		PO-351287	425.94
		PO-351309	333.44
		PO-351320	395.67
		PO-351351	49.23
		PO-351799	40.04

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Warrant Number	Name of Payee	Reference Number	Amount
221842	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-352261	152.51
		PO-352610	424.25
		PO-352939	509.37
		PO-353596	434.10
		PO-353915	4.64
		PO-353916	139.78
		PO-353917	885.18
		PO-353918	169.72
		PO-353919	35.53
		PO-354202	488.52
		PO-354203	470.77
		PO-355062	654.90
		PO-355247	47.16
		PO-355313	498.13
		PO-355650	74.63
		PO-355755	304.56
221843	STAPLES BUSINESS ADVANTAGE	PO-354205	562.60
221844	TIFCO INDUSTRIES	PO-351083	517.73
221845	TRUCPAR CO	PO-351084	232.24
221846	UNIQUE SWEEPING	PO-350535	281.00
221847	US GAMES	PO-355751	917.91
221848	VALLEY POWER SYSTEMS INC.	PO-351132	475.20
221849	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-352905	649.71
221850	STAPLES BUSINESS ADVANTAGE	PO-350531	405.72
221851	!MATHWIZ	PO-353364	225.00
221852	ABOVE & BEYOND LEARNING INC	PV-164807	850.00
		PV-164808	975.00
221853	CALIFORNIA CHARTER SCHOOLS	PO-355400	500.00
221854	ORBACH HUFF SUAREZ & HENDERSON	PO-352536	28,177.25
221855	PRIDESTAFF INC.	PO-355240	492.00
221856	S.T.A.R. ACADEMY	PO-350307	825.00
221857	SYNTEX GLOBAL	PO-355837	3,762.07
221858	YMCA OF ORANGE COUNTY	PO-350707	12,371.81
		PO-350710	13,412.82
		PO-350711	11,121.21
		PO-350713	14,238.59
221859	HERNANDEZ, JESSICA	PV-164805	224.64
221860	BODO, JOHN & TERA	PV-164786	559.44
221861	DUDHEKER, SANJAY OR SONALY	PV-164787	932.27
221862	ELLIOTT, MICHAEL & ANDREA	PV-164788	634.41
221863	FRAIZER, JERRY OR KATHERINE	PV-164804	812.98
221864	GUDIPATI, SRINIVAS &	PV-164789	369.77
221865	HORN, STEPHEN OR LINH	PV-164790	167.18
221866	JARAMILLO, ALBA AND OR	PV-164791	253.37
221867	JIMENEZ, SAULAND OR YESENIA	PV-164792	139.54

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Warrant Number	Name of Payee	Reference Number	Amount
221868	LEVENDOSKI, RICHARD OR LEA	PV-164793	1,030.75
221869	LEWIS, JONATHAN & ROBYN	PV-164794	251.16
221870	MEDRANO, CLARA	PV-164796	191.81
221871	NAKANISHI, KAZUYAKI OR LEANNE	PV-164795	168.26
221872	O'NEILL, KENNETH/JENNIFER	PV-164797	1,875.52
221873	SANTIAGO, JOSE & YAMEL SANCHEZ	PV-164798	136.17
221874	SPOTSWOOD, EVAN & JENNIFER	PV-164799	251.26
221875	THOMAS, FERNANDO	PV-164800	110.16
221876	THORNTON, MICHAEL OR GINA	PV-164801	763.56
221877	ZELAYA, ALFONSO & PAMELA	PV-164802	17.26
221878	BARRETT, JANET S	PV-164756	70.20
221879	BIRKINSHAW, RYAN	PV-164757	294.84
221880	BRADLEY, JUDITH S	PV-164758	59.94
221881	CARLISLE, TERESA	PV-164759	18.36
221882	CHRISTMAN-STURM, TRACY	PV-164760	62.10
221883	DIXON, AURORA	PV-164762	108.00
221884	ELLIS, SHAWNA	PV-164763	332.64
221885	FINNSSON, JAMIE	PV-164764	54.00
221886	GALLEGO, MARINA	PV-164784	7.02
221887	HANAFORD, LAURA	PV-164765	135.54
221888	JONES, JOSEPH	PV-164767	160.92
221889	LINDROTH, RYAN	PV-164768	142.56
221890	MCCARTHY, JOHN	PV-164769	138.24
221891	MEDINA-SABAD, KRISTEN	PV-164770	102.60
221892	MURPHY, MARISSA	PV-164771	113.40
221893	PARSI, HOUPAND	PV-164773	30.24
221894	PENNA, CARMEN	PV-164774	10.80
221895	RAHIMI, FARNAZ	PV-164775	29.16
221896	RIVERA, HEIDI	PV-164776	21.06
221897	RODRIGUEZ, NASCINA	PV-164777	38.49
221898	SHUMATE, DAGMAR	PV-164778	259.74
221899	SOBOLESKI, AMANDA	PV-164779	75.60
221900	WEBSTER, ANNE	PV-164781	232.27
221901	WEIS-DAUGHERTY, DENISE	PV-164782	173.34
221902	WOOLWINE, DEBRA	PV-164783	223.56
221903	NIETO, DIANA	PV-164772	162.07
221904	COPE, MARY	PV-164761	175.50
221905	HARMAN, NANCY	PV-164766	130.68
221906	WATTERS, LIZ	PV-164780	223.56
221907	CALIFORNIA WEEKLY EXPLORER INC	PO-352735	1,380.00
221908	DISCOVERING SCIENCE	PO-354313	1,520.00
221909	HERITAGE MUSEUM OF OC	PO-352695	682.00
221910	OCEAN INSTITUTE	PO-353635	1,095.00
221911	RSCCD	PO-355767	804.00

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Warrant Number	Name of Payee	Reference Number	Amount
221912	XEROX CORPORATION	PO-352180	76,185.90
		PO-352181	61,979.18
		PO-352182	331,591.71
		PO-352183	154,366.56
221913	ACSA/FOUNDATION FOR EDUC	PO-354346	381.24
221914	APPLE COMPUTER INC	PO-355325	412.32
		PO-355407	52.92
221915	ARBOR SCIENTIFIC	PO-354547	677.67
221916	CAL-STATE AUTO PARTS INC	PO-355381	125.19
221917	CAMCOR INC	PO-354303	85.32
		PO-354607	472.16
		PO-355107	7.31
221918	CASBO	PO-351333	125.00
		PO-355949	50.00
221919	CDW GOVERNMENT	PO-352775	177.96
		PO-355717	435.82
221920	COMPLETE OFFICE OF CA	PO-350107	170.63
		PO-350110	180.73
		PO-355609	22.64
221921	CULVER-NEWLIN	PO-354770	8,824.14
221922	DEMCO	PO-355159	44.67
		PO-355160	24.56
221923	ENABLING DEVICES	PO-355471	204.90
		PO-355472	224.90
		PO-355479	174.95
221924	FEDERAL EXPRESS CORP	PO-350314	221.13
221925	FLINN SCIENTIFIC INC	PO-355410	803.62
		PO-355411	418.10
221926	FOLLETT SCHOOL SOLUTIONS INC	PO-355036	890.04
221927	GOPHER ATHLETIC/SPORTS	PO-355758	118.90
		PO-355759	79.59
		PO-355760	145.10
221928	HOWARD TECHNOLOGY SOLUTIONS	PO-355474	980.00
		PO-355481	808.50
		PO-355543	882.00
		PO-355546	1,715.00
		PO-355558	857.50
		PO-355631	980.00
		PO-355658	808.50
221929	JOSTENS	PO-354120	1,591.92
221930	LAKESHORE LEARNING MATLS	PO-355019	148.73

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Warrant Number	Name of Payee	Reference Number	Amount
221931	CUSD REVOLVING CASH	CM-160091	0.73-
		CM-160092	0.82-
		CM-160093	0.83-
		CM-160094	0.81-
		CM-160095	0.82-
		CM-160096	0.79-
		PV-164813	33,175.53
221932	CUSD REVOLVING CASH	PV-164813	302.00
221933	CALIFORNIA DEPT. OF EDUCATION	PV-164818	26.00
221934	INDUSTRIAL ELECTRIC SERVICE	PV-164831	1,162.52
221935	Law 24, Edward	PV-164817	49.75
221936	Lynch 02, Lisa	PV-164823	20.95
221937	SMART & FINAL	PV-164824	48.22
221938	Sierra 64, Filomena	PV-164822	41.10
221939	Stapley 02, Gregory	PV-164820	17.75
221940	Trejos 02, Luis	PV-164819	11.40
221941	VERIZON WIRELESS	PV-164832	373.38
221942	CITY OF SAN JUAN CAPISTRANO	PO-351098	4,886.97
221943	MOULTON NIGUEL WATER	PO-351097	3,694.03
221944	MURDOCH WALWRATH & HOLMES	PO-355928	260.00
221945	ORANGE CTY DEPT EDUC	PO-350223	4,114.82
221946	SAN DIEGO GAS & ELECTRIC	PV-164842	15,315.86
221947	SO CAL GAS CO	PO-355453	4,737.09
221948	SO COAST WATER DIST	PO-351099	3,601.30
221949	WARD'S	PO-354623	5,419.00
221950	ELECTRONIC DESIGN SOLUTIONS	PO-353751	1,890.00
221951	ORANGE COUNTY REGISTER	PO-356120	471.00
221952	CALIFORNIA WEEKLY EXPLORER INC	PO-352552	755.00
221953	DISCOVERY SCIENCE CENTER OF OC	PO-353433	1,280.00
221954	DOHENY STATE BEACH PARK	PO-355742	99.00
221955	EMERALD COVE OUTDOOR SCIENCE	PO-351155	37,149.75
221956	GUIDED DISCOVERIES	PO-353061	27,720.00
221957	LEGOLAND CALIFORNIA RESORT	PO-356141	4,106.00
221958	MISSION SAN JUAN CAPISTRANO	PO-355992	560.00
221959	NEWPORT SEA BASE I	PO-355888	1,155.00
221960	OC LIFE GUARDS	PO-355537	310.00
221961	OCEAN INSTITUTE	PO-355265	3,950.00
		PO-355266	3,950.00
		PO-355720	220.00
221962	ORANGE COUNTY ZOO	PO-355286	192.00
221963	RILEY'S FARM	PO-353850	2,004.50
221964	TANAKA FARM & PUMPKIN PATCH	PO-355267	609.00
221965	WEBASSIGN	PO-356127	861.00
221966	ALTERNATIVE COMM SVCS	PO-355151	4,665.00
221967	BLIND CHILDREN'S LEARNING	PO-350822	685.65

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Warrant Number	Name of Payee	Reference Number	Amount
221968	BOYS TOWN CALIFORNIA INC.	PO-351803	12,215.50
		PO-355896	28,865.00
221969	CLARINDA ACADEMY	PO-351657	9,194.00
221970	CRARY, BRENDA	PO-350797	4,095.00
221971	DEVEREUX TEXAS TREATMENT	PO-352383	15,153.19
		PO-352537	23,825.56
221972	DOLAN, LAURA AND/OR KEVIN	PO-352319	2,843.28
		PO-355725	296.67
221973	JASON AND DANIELLE LAGAS	PO-353250	525.00
221974	NEW HAVEN YOUTH & FAMILY	PO-354435	15,541.94
		PO-356029	5,703.00
221975	OAK GROVE INSTITUTE	PO-355032	3,882.30
221976	OLIVE CREST ACADEMY CANAL ELEM	PO-351780	4,358.20
		PO-351781	4,205.09
		PO-351782	4,099.15
		PO-351783	4,327.73
		PO-352373	5,330.88
		PO-353093	2,102.58
		PO-353686	3,179.20
		PO-354643	1,096.92
221977	ROBERT & SHERIE SAMUELIAN	PO-351538	12,152.50
221978	SANDY AND/OR MAYNARD RAINS	PO-354534	489.39
221979	ACSA REGION 17	PO-355994	98.00
221980	ADDISON, CHAD	PV-164828	653.11
221981	BLAKENEY, JUDITH	PV-164827	372.23
221982	BOOMERANG PROJECT	PO-355921	2,495.00
221983	CASBO	PO-353930	255.00
221984	COMMITTEE FOR CHILDREN	PO-355909	395.00
221985	ENDER, PAMELA	PV-164829	949.34
221986	HERTZ, JANA	PV-164830	48.90
221987	HOBY REGISTRATION	PO-355935	545.00
221988	HOME ECONOMICS CAREERS	PO-355920	360.00
221989	HUNT, TROY	PV-164834	320.00
221990	JINDRA, KIMBERLY	PV-164833	196.56
221991	KRAFT, PAUL	PV-164825	1,250.84
221992	PEDRAZA, JOSE LUIS	PV-164821	2,347.13
221993	PETERSON, LAUREN	PV-164835	790.78
221994	PETTEY, STEPHANIE	PV-164836	1,251.56
221995	RAHIMI, FARNAZ	PV-164837	25.60
221996	SICKLER, AUDRA	PV-164839	111.00
221997	WOBST, JUDY	PV-164840	111.00
221998	SCAROLA, DENICE	PV-164838	43.63
221999	A TREE OF KNOWLEDGE	PO-355902	6,363.60
222000	A TREE OF KNOWLEDGE	PO-353367	2,063.50
222001	BEST BEST & KRIEGER LLP	PO-353253	336.00

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Warrant Number	Name of Payee	Reference Number	Amount
222002	BESTGEN, MARY	PO-353036	504.00
222003	HATCH & CESARIO	PO-353254	1,613.10
		PO-355894	9,448.90
222004	LCRA TRUST	PO-354330	1,743.00
		PO-356043	20,849.50
222005	ORANGE CTY DEPT EDUC	PO-353466	6,270.00
222006	PRIDESTAFF INC.	PO-355240	864.00
222007	STUTZ ARTIANO SHINOFF & HOLTZ	PV-164841	237.60
222008	CERRELL ASSOCIATES INC	PO-355906	7,500.00
222009	CONTEMPORARY SERVICES CORP.	PO-352351	2,821.00
222010	US BANK NATIONAL ASSOCIATION	PO-356100	114,428.54
222011	A Z BUS SALES INC	PO-350342	1,282.94
222012	ABLENET INC	PO-355753	139.55
222013	ACADEMIC THERAPY PUBL	PO-355697	1,205.82
222014	ACE EDUCATIONAL SUPPLIES INC	PO-354863	353.66
222015	ACORN MEDIA	PO-355653	239.11
222016	ALISO NIGUEL AUTO CARE	PO-351440	1,027.99
222017	BOYCE INDUSTRIES	PO-351253	160.00
222018	BUSWEST	PO-350478	596.09
222019	CAL-STATE AUTO PARTS INC	PO-355381	2,912.20
222020	CDW GOVERNMENT	PO-355482	871.64
		PO-355489	682.01
		PO-355527	7,626.82
		PO-355541	434.32
		PO-355611	8,716.37
		PO-355621	19,611.83
		PO-355972	799.20
		PO-356001	2,424.60
222021	CENTRAL DRUG SYSTEM	PO-353345	975.00
222022	CINTAS CORP #640	PO-350374	218.90
		PO-352637	55.89
222023	CLEAN ENERGY	PO-354028	10,956.24
222024	COLLINS MUFFLER AND HITCH CO	PO-354855	956.00
222025	COMMITTEE FOR CHILDREN	PO-355578	248.00
222026	COMPLETE OFFICE OF CA	PO-350110	61.34
		PO-355609	6.69
222027	COSTCO S.J.C.	PO-355519	387.92
222028	CROWN VALLEY TRANS	PO-350479	3,656.40
222029	DELL MARKETING L P	PO-355441	746.77
		PO-355477	1,986.42
		PO-355521	1,633.37
222030	DENAULT'S HARDWARE	PO-350376	98.22
222031	DICK BLICK WEST	PO-355723	630.32
222032	DON JOHNSTON INC.	PO-354853	99.00
222033	FACTORY MOTOR PARTS	PO-355382	174.48

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Warrant Number	Name of Payee	Reference Number	Amount
222034	FRICITION MATERIALS CO.	PO-350382	1,464.81
222035	GANAHL LUMBER	PO-354189	49.06
222036	GOLDEN STAR TECHNOLOGY INC.	PO-355338	260.00
		PO-355577	492.06
		PO-355579	656.08
		PO-355580	164.02
222037	HOWARD TECHNOLOGY SOLUTIONS	PO-355051	24.50
		PO-355272	24.50
		PO-355274	24.50
		PO-355321	24.50
		PO-355322	24.50
		PO-355359	147.00
		PO-355436	294.00
		PO-355526	98.00
		PO-355547	24.50
		PO-355551	24.50
		PO-355610	980.00
		PO-355623	2,205.00
222038	ID ZONE SOUTH	PO-354656	1,350.00
222039	IMAGE 2000	PO-355375	438.48
222040	J W PEPPER & SON INC	PO-350853	500.99
222041	JIM'S MUSIC CENTER	PO-355948	4,860.00
222042	JOSTENS	PO-355839	250.56
222043	KELLY PAPER COMPANY	PO-350262	612.39
222044	LRP PUBLICATIONS	PO-354477	155.30
222045	MHS	PO-355699	600.91
222046	NILES BIOLOGICAL INC	PO-351372	451.09
222047	O'REILLY AUTOMOTIVES INC	PO-351810	454.64
222048	OFFICE DEPOT	PO-350102	109.74
		PO-350633	832.62
		PO-355405	213.84
222049	PERMA-BOUND	PO-355202	443.50
		PO-355700	2,581.63
222050	PHONAK LLC	PO-355808	888.88
222051	PRECISION SPEEDOMETER SERV INC	PO-352455	29.38
222052	PRINT & FINISHING SOLUTIONS	PO-354849	722.39
		PO-355929	129.54
222053	SCHOLASTIC INC	PO-354434	30.34
222054	SCHOOL MATE	PO-355245	812.70
222055	SCHOOL NURSE SUPPLY INC.	PO-354816	128.40
222056	SCHOOL SPECIALTY	PO-354789	397.33
222057	SEHI COMPUTER PRODUCTS INC	PO-355179	384.10
		PO-355893	4.70
222058	SELECT EQUIPMENT	PO-354834	568.06
222059	SOUTH COAST FAMILY MEDICAL	PO-350970	592.00

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Warrant Number	Name of Payee	Reference Number	Amount
222060	SPARKLETTS	PO-350986	2.05
		PO-350987	46.23
		PO-350988	5.44
		PO-350989	144.13
		PO-350990	16.40
		PO-351801	7.74
		PO-351802	89.03
		PO-352771	160.53-
		PO-352773	24.09
		PO-353055	28.24
		PO-356128	51.46
222061	SPEECH CORNER	PO-355568	180.83
		PO-355645	44.93
222062	SPORT CHALET	PO-355848	958.37
222063	THERAPY SHOPPE INC.	PO-355644	251.57
222064	TROXELL COMMUNICATIONS INC	PO-355121	540.00
222065	TUTTLE-CLICK FORD	PO-351223	1,444.64
222066	TWO WAY DIRECT INC	PO-355259	384.26
222067	VEX ROBOTICS INC	PO-355540	2,585.73
222068	W W NORTON & COMPANY	PO-355643	2,260.00
222069	WARD'S	PO-355468	7,560.00
		PO-355498	2,419.20
		PO-355600	4,725.00
222070	WARDS SCIENCE	PO-351715	214.98
222071	SPARKLETTS	PO-350973	34.85
		PO-350974	4.10
		PO-350975	20.04
		PO-350976	2.05
		PO-350978	2.05
		PO-350980	4.10
		PO-350982	8.20
		PO-350992	10.25
222072	COMMERCIAL AQUATIC SERVICES	PO-355516	21,883.74
222073	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	97,970.25
222074	ALVAREZ, IRENE	PV-164859	14.00
222075	AMERSON, GORDON	PV-164860	97.18
222076	BAGHERIPORMEHR, PANTEA	PV-164861	109.00
222077	BEAUCHAINE, KIMBERLY	PV-164862	13.00
222078	CAPISTRANO UNIFIED ED ASSN	PV-164864	1,041.52
222079	COPPOLA, CHANNON	PV-164863	12.00
222080	DUNN, TRISHA	PV-164865	18.00
222081	ENDER, PAMELA	PV-164866	15.00
222082	ESCALANTE, FABIAN	PV-164867	89.00
222083	GHEYSARI, SHAHRAM	PV-164869	14.00
222084	GOLLER, MALINDA	PV-164870	89.00

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Warrant Number	Name of Payee	Reference Number	Amount
222085	MANZANAREZ, NEYDI	PV-164872	8.00
222086	MCLAUGHLIN, GREGG	PV-164876	37.36
222087	MORA, MICHAEL/HOLLY	PV-164877	18.00
222088	PETZOLD, DIONNE	PV-164878	32.36
222089	POSPICHAL, WENDY	PV-164879	16.92
222090	PURPAF, STEVEN/ROSEMARIE	PV-164880	15.00
222091	SELIGER, MICHAEL/MERCEDES	PV-164882	15.00
222092	VAUGHAN, STEPHANIE	PV-164884	100.00
222093	WILSON, ARIANA	PV-164885	18.00
222094	YOGI, STACY	PV-164886	38.86
222095	GASCA, KELLY	PV-164868	265.00
222096	KEELER, DEBRA	PV-164871	38.82
222097	MAROOF, MIRIAM	PV-164873	135.24
222098	SENTELL, MEGAN	PV-164883	140.00
222099	MCKINNEY, MATTHEW R.	PV-164874	175.08
222100	BENE, CHERI	PV-164900	183.60
222101	BIRTWELL-DESALES, DEANNA	PV-164901	29.16
222102	BOLLA, BRENDA	PV-164902	122.58
222103	BRUEN, KATHLENE	PV-164903	32.40
222104	BUNDY, JULIE	PV-164904	77.22
222105	BURTON, BARBARA	PV-164905	48.60
222106	DAVIS, ALLISON	PV-164906	37.26
222107	DAVIS, DANIELLE	PV-164907	70.20
222108	ECKERT-TOLER, JENNIFER	PV-164908	7.56
222109	GARCIA, ELISEO	PV-164909	25.38
222110	GONG, PHOEBE	PV-164910	164.16
222111	GUTHARY, MIRIAM	PV-164911	112.86
222112	HOOPER, GWYNETH	PV-164919	36.18
222113	INFANTE, MARIA CECILIA	PV-164912	158.76
222114	JACOBS, ALLISON	PV-164913	43.74
222115	KERINS, TRACY	PV-164914	24.30
222116	KIMMELL, JULIE	PV-164915	100.98
222117	MOGUET, NICHOLAI	PV-164916	69.12
222118	MORRIS, LINDSEY	PV-164917	73.44
222119	MURPHY, MELISSA	PV-164918	12.96
222120	NELSON, SHARI	PV-164921	73.44
222121	NORRIS, MAUREEN	PV-164922	100.98
222122	ORTIZ, RYAN	PV-164923	203.58
222123	RALPH, JENNIFER	PV-164924	29.16
222124	SHAH, RANA	PV-164925	83.16
222125	TERHUNE, CYNTHIA	PV-164926	335.34
222126	TRAN, ANTHONY	PV-164920	44.28
222127	UMINSKY, ALMA	PV-164927	38.88
222128	VILCEK, JULIE	PV-164928	122.04
222129	WILLIS, BRIAN	PV-164929	29.16

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Warrant Number	Name of Payee	Reference Number	Amount
222130	260-PRAXAIR DISTRIBUTION INC.	PO-350575	149.73
222131	AT&T	PO-354957	64.20
222132	MAR VAC ELECTRONICS	PO-350397	152.35
222133	MESA GOLF CARTS	PO-351670	677.07
222134	MISSION AUTO SERVICE	PO-353790	1,549.75
222135	MOBILE COMMUNICATION REPAIR	PO-350491	725.04
222136	NASCO MODESTO	PO-355255	80.30
		PO-355490	80.70
		PO-355818	40.20
222137	PACWEST AIR FILTER LLC	PO-354355	7,584.87
222138	PC & MACEXCHANGE	PO-354705	2,106.00
		PO-354706	2,106.00
		PO-354710	1,053.00
222139	PORTER BOILER SERVICE INC	PO-352280	4,414.80
222140	PREMIER AQUATIC SERVICES	PO-355315	1,998.00
222141	PRO PHOTO CONNECTION INC	PO-356181	1,846.67
222142	PRUDENTIAL OVERALL SUP	PO-350319	131.44
222143	R J COOPER & ASSOC INC	PO-354760	100.32
222144	R&S SOIL PRODUCTS INC	PO-351109	877.60
222145	REALLY GOOD STUFF INC	PO-355810	170.99
		PO-355925	353.38
222146	RINCON TRUCK CENTER INC	PO-350842	5,587.04
222147	SAF-COM SUPPLY INC	PO-351228	563.60
222148	SIERRA SCHOOL EQUIPMENT	PO-353793	10,023.20
222149	SIGNS BY CREATIONS UNLIMITED	PO-352456	842.40
222150	SIMPLEX GRINNELL	PO-351800	601.50
222151	SITEONE LANDSCAPE SUPPLY LLC	PO-353578	177.65
222152	SMARDAN SUPPLY COMPANY	PO-350131	1,396.55
		PO-355444	2,879.28
222153	SO COAST DISTRIBUTING CO	PO-350046	107.57
222154	SOUTHERN OREGON E S D	PO-355670	114.00

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Warrant Number	Name of Payee	Reference Number	Amount
222155	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		PO-350105	31.58
		PO-350645	58.61
		PO-350650	2,092.38
		PO-350652	52.74
		PO-350657	471.14
		PO-350660	466.38
		PO-350662	276.07
		PO-350664	103.84
		PO-350666	318.11
		PO-350668	223.29
		PO-350669	33.70
		PO-350670	93.87
		PO-350673	9.71
		PO-350676	185.94
		PO-350681	191.85
		PO-350683	59.45
		PO-350686	11.66
		PO-350689	435.69
		PO-351192	75.38
		PO-351212	224.97
		PO-351213	22.39
		PO-351224	0.23
		PO-351287	427.60
		PO-351309	97.81
		PO-351320	770.16
		PO-351351	33.46
		PO-352261	8.68
		PO-352610	44.71-
		PO-352939	350.13
		PO-353916	22.14
		PO-353917	61.77
		PO-353918	127.63

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Warrant Number	Name of Payee	Reference Number	Amount
222156	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-354202	273.07
		PO-354203	221.30
		PO-355062	3.07
		PO-355247	838.91
		PO-355327	4,349.90
		PO-355432	1,583.11
		PO-355476	28.31
		PO-355512	43,545.60
		PO-355650	1,519.29
		PO-355698	76.03
		PO-355745	22.87
		PO-355746	13.59
		PO-355755	46.88
		PO-356165	200.25
222157	PC & MACEXCHANGE	PO-354581	6,318.00
222158	SOUTHWEST SCHOOL&OFFICE SUPPLY	PO-351205	577.51
		PO-352905	1,270.32
222159	ALTERNATIVE COMM SVCS	PO-355151	4,267.00
222160	BRIAN R SCIACCA ATTN AT LAW	PO-356025	8,500.00
222161	CELEBRATIONS SPEECH GROUP,	PO-353655	8,880.00
222162	COPPER HILLS YOUTH CENTER	PO-352384	10,999.00
222163	CORNERSTONE THERAPIES	PO-350803	1,060.00
222164	EBBING, CURTIS AND/OR MARYAM	PO-351485	977.46
222165	GOODWILL INDUSTRIES OF ORANGE	PO-350799	390.00
222166	JOSEPH AND KATHLEEN FIORENZA	PO-355790	5,100.00
222167	MELISSA SWEITZER PHD INC	PO-353969	1,170.00
222168	ORANGE CTY DEPT EDUC	PO-352370	266,312.01
222169	RYAN JACKSON	PO-351545	2,292.00
222170	STAFFREHAB	PO-354258	2,176.00
222171	SUNBELT STAFFING LLC	PO-350811	23,313.75
222172	BLAKENEY, JUDITH	PV-164988	63.72
222173	GREELEY, CHRISTINA	PV-164984	32.40
222174	SANDBERG, ELAINE	PO-356188	276.26
222175	STEPHANIE DIXON CONSULTING	PO-356026	1,464.00
222176	UC REGENTS	PO-355886	75.00
222177	AMY E ORR	PO-355156	1,837.50
222178	LCRA TRUST	PO-356043	2,677.50
222179	SCHOOL SERVICES OF CALIF	PO-350350	400.00
222180	YMCA OF ORANGE COUNTY	PO-350707	15,284.55
		PO-350710	16,436.46
222181	ABOVE ALL NAMES CONSTRUCTION	PO-355204	25,621.40
222182	ASSURED FIRE SYSTEMS	PO-351075	11,350.00
		PO-356118	6,935.00
222183	BENS ASPHALT	PO-350953	34,532.16
		PO-355514	2,435.84

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Warrant Number	Name of Payee	Reference Number	Amount
222184	CITY OF SAN CLEMENTE	PO-356045	25,626.68
222185	CONSOLIDATED ELECT DISTR	PO-353178	5,764.49
222186	COUNTY OF ORANGE-WASTE MNGT	PO-353967	638.12
222187	CR&R INCORPORATED	PO-354141	17,094.88
222188	CULVER-NEWLIN	PO-355233	731.27
222189	DAVE BANG ASSOCIATES INC	PO-351455	609.17
222190	DENNIS PATRICK HANNA	PO-351610	9,235.00
222191	GOVERNMENT FINANCIAL	PO-346138	1,370.49
		PO-354438	5,329.51
222192	KYA SERVICES LLC	PO-355507	1,500.57
222193	MOULTON NIGUEL WATER	PO-351097	6,724.29
222194	SAN DIEGO GAS & ELECTRIC	PV-164985	67,390.85
222195	SANTA MARGARITA WATER	PO-350719	9,451.42
222196	SO CAL GAS CO	PO-355453	16,181.06
222197	SO COAST WATER DIST	PO-351099	1,544.25
222198	VERSATILE SYSTEMS INC	PO-355456	1,200.00
222199	WEST COAST ARBORISTS INC.	PO-351687	1,908.00
222200	CULVER-NEWLIN	PO-355231	4,719.33
222201	KNOWLAND CONSTRUCTION SERVICES	PO-351785	8,840.00
222202	PACIFIC PLUMBING COMPANY OF	PO-352325	44,630.40
		PO-354936	30,109.80
222203	WLC ARCHITECTS INC	PO-356119	500.00
222204	LETNER ROOFING CO	PV-164852	101,493.45
222205	US BANK NATIONAL ASSOCIATION	PO-356389	770.00
222206	ORANGE COUNTY REGISTER	PO-354102	3,898.40
		PO-356120	2,972.08
222207	P2S ENGINEERING INC	PO-354345	1,708.00
222208	NKS MECHANICAL CONTRACTING INC	PO-353797	24,100.00
		PO-355238	1,315.90
222209	BOYD COFFEE COMPANY	PV-164897	237.48
222210	Bowsher 02, Cathy	PV-164849	12.35
222211	Chung 04, Huii	PV-164854	17.00
222212	GOLD STAR FOODS INC	PV-164947	12,895.09
222213	Garcia 04, Donna	PV-164844	25.00
222214	Gardner 02, Christina	PV-164851	42.90
222215	Guo 04, Yibing	PV-164846	35.00
222216	Hickson 04, Julie	PV-164850	22.15
222217	Horovitz 04, Edward	PV-164889	41.45
222218	Hull 04, Michelle	PV-164843	25.00
222219	INDUSTRIAL ELECTRIC SERVICE	PV-164896	389.00
222220	Jacques 04, Denise	PV-164856	19.50
222221	Johnson 02, Mary Jane	PV-164887	17.50
222222	KOTT 04, Ruth	PV-164858	32.95
222223	Kalianov 04, Barb	PV-164845	40.50
222224	Keaney 04, Alison	PV-164888	60.25

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Warrant Number	Name of Payee	Reference Number	Amount
222225	Kim 04, Ho	PV-164974	31.75
222226	Klein 04, Joanie	PV-164853	44.25
222227	MILLER MECHANICAL	PV-164890	260.31
		PV-164891	129.43
		PV-164892	284.90
		PV-164893	154.43
		PV-164894	1,039.66
		PV-164895	843.81
222228	P & R PAPER SUPPLY COMPANY	PV-164983	16,475.36
222229	Salem 04, Melinda	PV-164855	111.55
222230	THE PLATINUM PACKAGING GROUP	PV-164898	12,368.36
222231	BILL WILSON	PO-355413	687.81
222232	CANNON PACIFIC SERVICES INC	PO-353189	400.00
222233	MOBILE FLEET WASH	PO-350480	890.50
222234	NATIONAL PEN	PO-356140	261.55
222235	PITNEY BOWES INC	PO-350256	329.86
222236	SPICERS PAPER	PO-355510	3,085.85
222237	STAPLES BUSINESS ADVANTAGE	PO-350264	105.15
		PO-354205	1,553.09
		PO-356047	106.76
		PO-356126	54.00
		PO-356138	85.86
222238	STOTZ EQUIPMENT	PO-354958	542.15
222239	SUPER DUPER INC.	PO-355209	137.89
222240	TIFCO INDUSTRIES	PO-351083	987.08
		PO-353236	1,010.36
222241	TIME AND ALARM SYSTEMS-	PO-352055	332.94
		PO-354954	2,229.28
222242	TRAK ENGINEERING INC	PO-356322	519.75
222243	TREE OF LIFE NURSERY	PO-353943	41.69
222244	TUTTLE-CLICK FORD	PO-351223	397.65
222245	UNITED REFRIGERATION INC	PO-351085	4,195.02
222246	UNITED RENTALS(NORTH AMERICA)	PO-351091	109.79
222247	VAUGHN IRRIGATION SERVICES INC	PO-350389	427.40
222248	VERIZON WIRELESS	PO-353181	3,757.10
222249	VISTA PAINT CORP	PO-354358	395.57
222250	W W NORTON & COMPANY	PO-355565	4,500.00
222251	WAL MART COMMUNITY/RFCSLLC	PO-353005	176.44
		PO-353009	256.19
		PO-354014	278.94
		PO-354044	497.06
222252	WARD'S	PO-355801	673.92
222253	WATERLINES TECHNOLOGIES INC	PO-351788	2,665.42
		PO-354360	5,215.37
222254	WHITE FLITE DOVE RELEASE	PO-356214	300.00

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Warrant Number	Name of Payee	Reference Number	Amount
222255	WIESER EDUCATIONAL	PO-355668	226.56
222256	YALE CHASE EQUIPMENT AND	PO-351637	1,308.86
222257	COAST RECREATION	PO-350394	3,892.36
		PO-354563	1,045.47
222258	DUNN-EDWARDS CORP	PO-354955	2,558.09
222259	ELITE SHEET METAL INC	PO-354512	11,918.31
222260	FACTORY MOTOR PARTS	PO-355382	1,360.00
222261	FLINN SCIENTIFIC INC	PO-355816	146.50
222262	HAAN CRAFTS	PO-351996	133.00
222263	HD SUPPLY CONSTRUCTION AND	PO-351667	318.60
		PO-354001	1,395.56
222264	HD SUPPLY FACILITIES MAINTN	PO-353235	1,109.68
222265	HIRSCH PIPE & SUPPLY	PO-354792	1,581.76
222266	HYDRO-SCAPE PRODUCTS INC	PO-350136	125.65
		PO-354349	934.02
222267	INTERSTATE BATTERIES	PO-350383	250.95
222268	IPC (USA), INC.	PO-350384	14,868.05
222269	ITO NURSERY	PO-351345	32.05
		PO-356171	171.42
222270	J W PEPPER & SON INC	PO-350853	124.21
222271	JOHNSTONE SUPPLY	PO-353779	1,256.29
		PO-355397	352.89
222272	JONES SCHOOL SUPPLY CO INC	PO-356012	80.25
222273	JULIOS AUTO CENTER	PO-351976	1,500.00
222274	KELLY PAPER COMPANY	PO-350262	437.88
222275	KNORR SYSTEMS INC	PO-351233	1,279.80
222276	LAKESHORE LEARNING MATLS	PO-355819	153.85
		PO-355825	800.22
222277	LOCAL JANITORIAL & VACUUM	PO-351452	530.05
222278	A Z BUS SALES INC	PO-350342	927.22
222279	ACETEC SECURITY SYSTEMS	PO-352484	6,792.00
222280	ALISO NIGUEL AUTO CARE	PO-351440	4,832.39
222281	ANIMAL PEST MANAGEMENT SERVICE	PO-351073	3,900.00
222282	APPLE COMPUTER INC	PO-355564	5,551.55
		PO-355625	7,233.46
		PO-355627	1,671.91
		PO-355628	8,629.55
		PO-355908	824.64
		PO-355941	4,901.76
		PO-355991	520.32
222283	ARTESIA SAWDUST	PO-351875	3,644.60
222284	BARCODEINC	PO-354716	360.87
222285	BEACH CITIES GLASS INC	PO-351227	1,687.48
		PO-354703	2,812.98
222286	BEE MAN	PO-350406	850.00

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Warrant Number	Name of Payee	Reference Number	Amount
222287	BERTRAND'S MUSIC	PO-350859	342.04
222288	BUSWEST	PO-350478	452.61
222289	CAL-STATE AUTO PARTS INC	PO-355381	1,826.63
222290	CAMCOR INC	PO-355965	750.26
		PO-355996	410.09
		PO-355997	410.09
		PO-356006	680.35
		PO-356009	340.17
222291	CDW GOVERNMENT	PO-355076	319.68
		PO-355520	392.99
		PO-355613	217.91
		PO-355614	435.82
		PO-355615	217.91
		PO-355618	624.43
		PO-355678	217.91
		PO-355714	217.91
		PO-355932	10.12
		PO-355958	959.04
		PO-355980	200.88
		PO-355998	2,826.36
		PO-355999	969.84
		PO-356002	484.92
		PO-356003	484.92
		PO-356007	150.85
		PO-356124	319.68
222292	CINTAS CORP #640	PO-350374	218.90
		PO-352637	55.89
222293	CINTAS CORPORATION	PO-352311	1,720.61
222294	COMPLETE OFFICE OF CA	PO-354746	390.69
222295	COSTCO S.J.C.	PO-354852	36.46
		PO-355519	237.07
		PO-355966	109.45
222296	CULVER-NEWLIN	PO-354540	412.78
		PO-355427	3,212.27
222297	DENNIS PATRICK HANNA	PO-351908	275.00
222298	FOLLETT SCHOOL SOLUTIONS INC	PO-354979	1,706.22
222299	GANAHL LUMBER	PO-354189	185.08
		PO-354347	26,877.09

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Warrant Number	Name of Payee	Reference Number	Amount
222300	HOWARD TECHNOLOGY SOLUTIONS	PO-355524	4,018.00
		PO-355549	49.00
		PO-355715	24.50
		PO-355737	24.50
		PO-355853	24.50
		PO-355858	24.50
		PO-355860	49.00
		PO-355864	367.50
		PO-355865	1,225.00
		PO-355914	245.00
222301	CASA ROMANTICA CULTURAL CENTER	PO-355975	540.00
222302	DISCOVERY CUBE OF OC	PO-356040	2,120.00
		PO-356041	2,210.00
222303	DISCOVERY SCIENCE CENTER OF OC	PO-355820	840.00
222304	EMERGENCY TRAINING NETWORK	PO-356216	3,200.00
222305	ENVIRONMENTAL NATURE CTR	PO-353864	864.50
222306	LEGOLAND CALIFORNIA RESORT	PO-353649	2,970.00
222307	MISSION SAN JUAN CAPISTRANO	PO-355634	1,582.00
222308	OCEAN INSTITUTE	PO-353325	365.00
		PO-356179	2,900.00
		PO-356182	2,900.00
		PO-356212	2,900.00
		PO-356213	400.00
222309	PALI MOUNTAIN INSTITUTE	PO-353063	14,615.00
222310	PROFESSIONAL CHARTER SERVICES	PV-164933	6,592.00
222312	OPPORTUNITY FOR LEARNING	CM-160097	4,854.00-
		PV-164986	35,685.37
222313	BAILEY, REBECCA	PV-164930	194.40
222314	BLAKENEY, JUDITH	PV-164931	112.32
222315	BROOKMAN, JOSEPH	PV-164932	282.96
222316	BROWN, SUSAN	PV-164934	68.04
222317	BRUNTON, MICHELLE	PV-164935	472.51
222318	BUNYAN, JAMIE	PV-164936	108.00
222319	BUTLER, SUSAN	PV-164937	113.40
222320	CROSS, MINDY	PV-164939	261.36
222321	CURIEL, MICHELE	PV-164938	183.06
222322	EXWORTHY, MARK	PV-164940	276.48
222323	GILMORE, SHELLY	PV-164941	219.24
222324	GOLDSTEIN, JACK	PV-164942	60.48
222325	GUTIERREZ, CRYSTAL	PV-164943	181.44
222326	HAACK, KATHI	PV-164944	111.78
222327	HERTZ, JANA	PV-164945	45.36
222328	HEUSER, RACHEL	PV-164946	299.70
222329	HIOUREAS, ANGELA	PV-164948	189.00
222330	HORTON, RACHAEL	PV-164949	147.96

Board of Trustees Warrant Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....MAY 25,2016

Warrant Number	Name of Payee	Reference Number	Amount
222331	HUNKER, WILLIAM	PV-164950	157.14
222332	KIMINAS, ANTHONY	PV-164951	241.92
222333	KLISTER, PAMELA	PV-164952	110.16
222334	KROGMAN, DEBRAH	PV-164953	158.96
222335	LACHEMANN, DINA	PV-164954	129.60
222336	NEE, KATHLEEN	PV-164955	186.30
222337	NIETO, ANJULI	PV-164956	259.20
222338	PARKER, LAURA	PV-164957	139.32
222339	PRIMICIAS, MELISSA	PV-164958	100.98
222340	RINKE, ANGELA	PV-164959	202.50
222341	RUSINKOVICH, CHERYL	PV-164960	64.80
222342	ABOLGHASEMI, ROZHIA	PV-164961	150.00
222343	ALCARAZ, ISABELLA	PV-164962	150.00
222344	BRYANT, KAYLA	PV-164963	150.00
222345	COLE, HAILEY	PV-164964	150.00
222346	DIERCKMAN, ANDREW	PV-164965	250.00
222347	GHARAVI, KAILEY	PV-164966	150.00
222348	GHITEA, GRACE	PV-164967	150.00
222349	ILANO, DAVID	PV-164969	150.00
222350	ILANO, LAUREN	PV-164968	400.00
222351	IRWANDY, RYAN	PV-164970	150.00
222352	MAIRS, SEAN	PV-164971	150.00
222353	MAKUUCHI, BLAKE	PV-164972	150.00
222354	MALTSEV, ANTHONY	PV-164973	150.00
222355	NGUYEN, NATHANIEL	PV-164975	150.00
222356	OWEN, ETHAN	PV-164976	150.00
222357	RINGWOOD, AMANDA	PV-164977	150.00
222358	SHERMAN, SYDNEY	PV-164978	150.00
222359	TROST, MASON	PV-164979	150.00
222360	VAYSER, TAHLIA	PV-164980	150.00
222361	WILSON, ZANE	PV-164981	150.00
222362	YAGHMAEI, TARA	PV-164982	150.00
222363	ACORN MEDIA	PO-355938	464.94
222364	ACORN NATURALISTS	PO-355460	341.97
222365	AIRWOLF 3D	PO-352948	15,490.75
222366	AIS SPECIALTY PRODUCTS INC	PO-350691	185.61
222367	AMS	PO-354361	306.83
222368	CLASSROOM SUPPLY MART	PO-356084	172.43
222369	DAL TILE CORP	PO-350924	398.06
222370	DEMCO	PO-355656	215.00
222371	DENAULT'S HARDWARE	PO-352918	219.33
222372	DENAULT'S HARDWARE	PO-350133	11.85
222373	EAGLE	PO-355744	3,385.86
222374	EVERYTHING MEDICAL LLC	PO-355533	2,911.00
222375	FRICTION MATERIALS CO.	PO-350382	846.81

Board of Trustees Warrant Listing
----- Fiscal Year: 2015-16 -----
Board of Trustees Meeting.....MAY 25,2016

Warrant Number	Name of Payee	Reference Number	Amount
222376	GEARY PACIFIC CORP	PO-353173	5,998.13
222377	GLASS SPECTRUM	PO-352271	60.10
222378	GLEN PRODUCTS	PO-350251	680.01
222379	GOLDEN STAR TECHNOLOGY INC.	PO-355598	273.89
222380	CAPISTRANO UNIFIED SCHOOL DIST	PO-350267	83,515.45
222381	MEBA C/O	PO-350269	3,764,340.03
222382	UNITED STATES POSTAL SERVICE	PO-350253	35,000.00
613 Warrants			\$7,342,309.00

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014
Above All Names Construction Services, Incorporated	Bid No. 1415-13, Concrete Maintenance & Repair	6/24/2015
Accuvant	RFP No. 6-1415, E-RATE Category Two Internal Connections Equipment and Services	10/8/2014
AJ Fistes Corporation	Bid No. 1415-04, General Contractor Services	3/11/2015
American Logistics Co., LLC	Bid No. 1415-02 - Outsource Transportation Service	6/11/2014
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance (WSCA) 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. 1-1516 - Legal Services (General)	9/9/2015
Backus & Ernst	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Ben's Asphalt, Inc.	Bid No. 1314-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Best Best & Krieger	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Blue Label Power, Inc	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Burke Williams & Sorensen	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
CA Track & Engineering	California Multiple Award Schedule (CMAS) Contract No. 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	California Multiple Award Schedule (CMAS) Contract No. 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
CDW Government, LLC	Magnolia School District Bid No. MSIT3 - #1-23-2014 - Technology Equipment and Peripherals	12/9/2015
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 (WSCA) 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 Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dannis Woliver Kelley	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 15-04, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade	4/22/2015
Dave Bang Associates, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-15-78-0013E for Fitness Equipment and Park and Playground Equipment.	10/14/2015
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 (CMAS) 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 (WSCA) Contract No. MNWNC-108 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	10/28/2015
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector	12/8/2008

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

VENDOR	TITLE	BOARD APPROVAL DATE
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract No. 4-14-58-0074A, for Non Information Technology Goods	9/23/2015
Digital Networks Group, Inc.	California Multiple Award Schedule (CMAS) Contract Numbers 3-14-58-0215D, 3-14-58-0215E, 3-14-58-0215F for Informtion Technology Goods & Services	10/14/2015
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 (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Downtown Ford Sales	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
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 (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Elk Grove Auto Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Elk Grove Ford	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Epic Machines, Inc.	California Multiple Award Schedule Contract (CMAS) Contract No. 3-14-70-3108A, 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 (CMAS) Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fagen Friedman & Fulfroost	RFQ No. 1-1516 - Legal Services (General)	9/9/2015
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
Florida Virtual School	RFP No. 4-1415, Online Curriculum for Virtual Schools - Grades 9-12 at California Preparatory Academy	3/25/2015
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
Fred M. Boerner Motor Co.	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Freeway Toyota	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fulkra, Inc	RFP No. 2-1415, Investigation Services	11/12/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
GA Dominguez	Bid No 1415-17 Movement and Reconfiguration of Relocatable Buildings	2/11/2015
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2014
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	6/24/2015
Golden Star Technology, Inc dba GST	Bid No. 1516-02 Audio Visual Equipment	1/8/2014
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	6/24/2015
Great Western	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Hanford Hyundai	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Hanford Toyota	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Harbottle	RFQ 1-1516 - Legal Services (General)	9/9/2015
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
Hatch and Cesario	RFQ 1-1516 - Legal Services (General)	9/9/2015
Herff Jones	RFQ 2-1516 - Yearbook Services	9/9/2015
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	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
Jostens	RFP 2-1516 - Yearbook Services	9/9/2015
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 (CMAS) 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 (WSCA) Contract No. B27168	6/25/2014
Liberty Paper	Anaheim Union High School District Bid No. 2016-09 - Multi-Purpose Copy Paper	4/27/2016
Lifetouch National School Studios	RFP No. 7-1314 Photography Services	6/11/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
Livermore Ford	California Multiple Award Schedule Contract (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Livermore Ford	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Lozano Smith	RFQ 1-1516 - Legal Services (General)	9/9/2015
McFarlin & Anderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Neopost	Bid 1516-09 Newhart MS HVAC Replacement	10/14/2015
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NKS Mechanical Contracting	CMAS AGREEMENT NO. ADSP011-00000411-4, MAILING EQUIPMENT - Neopost Incorporated	8/12/2015
Norton Rose Fulbright	RFQ 1-1516 - Legal Services (General)	9/9/2015
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
Orbach Huff Suarez & Henderson	RFQ 1-1516 - Legal Services (General)	9/9/2015
Orrick Herrington & Sutcliffe	RFQ 1-1516 - Legal Services (General)	9/9/2015
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
Quint & Thimming LLP	RFQ 1-1516 - Legal Services (General)	9/9/2015
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Riverview International	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Riverview International	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
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 Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	California Multiple Award Scheduld (CMAS) Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8/20/2012
Sedgwick	RFQ 1-1516 - Legal Services (General)	9/9/2015

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

VENDOR	TITLE	BOARD APPROVAL DATE
Selma Nissan	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
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	1/27/2016
Silvercreek Industries, Inc.	Bid. 14/15-3 Chula Vista Elementary	2/24/2016
Simonson Photography,	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 Supply	Corona-Norco Unified School District Bid No. 2015/16-006 - JIT Classroom & Office Supplies	2/24/2016
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Stradling Yocca Carlson & Rauth	RFQ 1-1516 - Legal Services (General)	9/9/2015
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Swift Superstore	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Swift Superstore	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Tel-Tec Security System	California Multiple Award Schedule (CMAS) Contract No. 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) 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
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 Service	9/26/2011
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable	7/11/2011
Winner Chevrolet	California Multiple Award Schedule Contract (CMAS) No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Winner Chevrolet	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Winner Chevrolet	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2014
Winner Chevrolet	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
Wondries Fleet Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
Wondries Fleet Group	California Multiple Award Schedule (CMAS) Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule (CMSA) Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
Wondries Fleet Group	State of California Contract #1-16-23-20 A-J, Fleet Vehicles Trucks	3/23/2016
Xerox Corporation	California Multiple Award Schedule (CMAS) Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

VENDOR PAYMENTS OVER 250K AS OF 05/04/16

2015-16

112650 A & R WHOLESALE DISTRIBUTORS	2,251,299.06
001018 A Z BUS SALES INC	268,673.06
146968 ABOVE ALL NAMES CONSTRUCTION	251,898.60
145322 AMS.NET INC	671,902.70
112173 ASCIP	1,931,576.00
058875 ATKINSON ANDELSON LOYA	462,681.89
049767 BENS ASPHALT	658,978.03
118161 CAPISTRANO CONNECTIONS ACADEMY	12,577,776.40
120141 CAPISTRANO UNIFIED SCHOOL DIST	3,071,292.39
151411 CAPISTRANO USD	307,052.38
106764 CDWG Inc	2,666,149.56
043026 CIGNA	433,742.92
018870 CITY OF SAN CLEMENTE	276,712.35
146265 COMMUNITY ROOTS	2,534,189.40
122828 CORVEL ENTERPRISE COMP INC	2,115,060.06
112600 COX COMMUNICATIONS	300,988.89
024000 CULVER-NEWLIN	475,056.17
100058 CUSD	2,105,967.00
014126 CUSD-MELLO ROOS	580,970.93
105883 DAVE BANG ASSOCIATES	742,063.90
064188 DELL COMPUTER	898,295.75
130403 DOMINO'S PIZZA	263,356.00
143256 DSA	438,684.16
150706 EPIC MACHINES INC.	1,479,926.45
149926 G.A. DOMINGUEZ	512,580.85
059154 HERITAGE SCHOOLS INC	385,312.61
122820 HMC	1,208,507.34
130047 HOLLANDIA DAIRY INC.	417,439.71
041995 HOUGHTON MIFFLIN CO	1,774,277.38
148747 ILLUMINATE EDUCATION INC.	274,213.50
144880 IPC USA	429,430.41
105873 JOURNEY CHARTER SCHOOL	1,878,445.60
150699 KYA SURFACING LLC	421,751.74
144685 LETNER ROOFING CO	2,029,869.00
150703 MEBA C/O	40,951,065.06
061270 MOULTON NIGUEL WATER	314,428.90

021378 NEW HAVEN SCHOOL	436,131.22
152830 NKS MECHANICAL CONTRACTING INC	508,318.00
100369 OCEANVIEW SCHOOL	433,637.70
147435 OLIVE CREST ACADEMY CANAL ELEM	261,428.23
113144 OPPORTUNITY FOR LEARNING	882,351.59
066570 ORANGE COUNTY DEPT OF EDUC	4,083,372.07
146264 OXFORD ACADEMY	4,025,585.60
123679 PACIFIC PLUMBING COMPANY OF	311,745.37
116957 PALI MOUNTAIN INSTITUTE	338,223.75
149848 PC & MACEXCHANGE	315,242.28
150715 PORT VIEW PREPARATORY SCHOOL	308,518.75
151890 R. JENSEN COMPANY INC.	320,174.00
078255 SAN DIEGO GAS & ELECTRIC	7,172,962.40
150282 SILVER CREEK INDUSTRIES INC	434,204.00
084100 SO CA GAS CO	347,903.16
149669 SOUTH COAST ROP	2,623,090.92
122718 SOUTHERN CALIFORNIA EDISON	1,488,812.21
084770 SOUTHWEST SCHOOL SUPPLY	434,244.92
145062 STUTZ ARTIANO SHINOFF & HOLTZ	317,061.07
118382 US BANK	352,528.89
147868 US BANK	2,548,839.55
115841 US BANK NATIONAL ASSOCIATION	6,022,597.29
096332 WAXIE	348,852.39
151218 WEATHERPROOFING TECHNOLOGIES	252,102.21
151442 WINNER CHEVROLET INC.	647,616.47
141584 WLC ARCHITECTS INC	339,185.58
099210 XEROX CORPORATION	2,589,861.14
104710 YMCA OF ORANGE COUNTY	446,315.28

SchoolMessenger Renewal Authorization

ACCOUNT INFORMATION

District Name: Capistrano Unified School Dist - 00106834

Annual Rate: \$ 83,052.80 Authorization Date: May 6, 2016

Reference Quote #: 83038 Renewal Date: August 1, 2016

ACKNOWLEDGEMENTS

Reliance Communications, LLC. ("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:

Order Authorization Terms.

The terms and conditions available at www.schoolmessenger.com/webterms will apply to this order authorization, unless the parties have entered into a separate mutually executed agreement, or Client is purchasing under a cooperative purchasing agreement. The terms of this order will govern any conflict with the above-mentioned terms, and Client's issuance of a purchase order for any or all of the items described in the Reference Quote will constitute acknowledgement and acceptance of such terms. No additional terms in Customer's purchase order will apply.

Term and Termination.

This Agreement will commence on the Service Start Date and continue for 12 months (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 Client may terminate this agreement for convenience on the one year anniversary of the Service Start Date, and each one year anniversary thereafter, by providing written notice to Provider at least 30 days prior to the end of the then-current term.

Limited Warranty and Limitation of Liability.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE ORDER APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the District:

Signature: _____ Date: _____
(or initials if signing electronically) _____
Name: _____ Title: _____

EXHIBIT 20

Reliance Communications, LLC.

SchoolMessenger
P.O. Box 561484
Denver, CO 80256-1484
PH: 888-527-5225 | FAX: 800-360-7732
<http://www.schoolmessenger.com>

Date 5/6/2016
Renewal Quote # 83038

Expires 7/1/2016
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.



83038

SERVER LEASE AGREEMENT

Customer: Capistrano Unified School Dist.
Address: 33122 Valle Road
San Juan Capistrano, CA 92675

Contact: Jeremy Davis
Phone: (949) 234-9474
Email: JMDAVIS@capousd.org

Attachments: **Lease Exhibit, Addendums M, L and T**

IDEAL COMPUTER SERVICES, INC. under the terms of this lease agreement will provide customer use of a computer system with services as described or further defined in any attachments.

A. DEFINITIONS:

As used in this agreement, the following terms shall be as defined in this section.

- | | |
|--------------------|---------------------------------|
| 1. IDEAL | IDEAL COMPUTER SERVICES, INC. |
| 2. Customer | Capistrano Unified School Dist. |
| 3. Lease | Annual lease of Server |

B. TERM

1. This agreement shall commence on the specified effective date and terminate on the end of lease date on section E.
2. Early termination of this lease prior to the end of lease date is covered under attached **Addendum T**.
3. Additionally, this agreement may be terminated by the occurrence of any of the following events:
 - a. Default by either party including non-payment of services.
 - b. Cessation of business or bankruptcy by either party

C. SERVICE:

1. IDEAL will provide services as outlined in this lease agreement and attachments the customer has subscribed to.
2. IDEAL will provide qualified personnel at all times in the performance of any services subscribed to in this agreement and its attachments.
3. Customer agrees to identify location of leased equipment and will notify IDEAL of any changes prior to relocation.
4. **LOCATION OF SERVER:**

Capistrano Unified School Dist.
33122 Valle Road
San Juan Capistrano, CA 92675

D. GENERAL

1. IDEAL at all times in its performance is an independent contractor. The customer shall exercise no control over the activities of IDEAL.
2. Customer is responsible for all activities of its employees and personnel while at IDEAL facilities. IDEAL shall exercise no control nor accept any liability for customer, its employees or contractors.
3. All notices, requests and other communications required by the agreement shall be in writing and have properly signed receipt of delivery.
4. This agreement may be modified or amended by Addendum, as mutually agreed upon by the participating parties.
5. The customer is responsible for ensuring all data files and software are adequately duplicated and documented. IDEAL will not be responsible for customers failure to do so, nor the costs of reconstructing such data, whatever the cause.
6. This agreement constitutes the entire understanding between the parties and shall prevail in the event of disagreement between the parties.
7. Any disagreement must first go through an arbitration process followed by mediation. Any legal proceeding by either party shall be governed by the laws of and take place in the state of California.
8. IDEAL will employ procedural and technological data security measures, consistent with industry practice. Such measures are reasonably designed to protect customer information from loss, unauthorized access, disclosure, alteration or destruction.
9. **Addendum-M** contains all customer modifications of services or equipment occurring over the period of the lease agreement.
10. **Addendum-L** contains all customer legal changes, modifications, revisions, deletions or additions to this agreement and is considered to be in full force upon signature acceptance by both parties.
11. **Addendum-T** contains specific termination clauses or penalties relating to this agreement.

E. SIGNATURE SECTION

When signed below, customer agrees to pay \$ 1161.00 per month for the services to be rendered under this agreement.

This agreement shall be effective on the date indicated below.

Accepted: Capistrano Unified School Dist.
CUSTOMERS LEGAL NAME

Accepted: IDEAL COMPUTER SERVICES, INC.

By: _____
PRINTED NAME

TITLE

SIGNATURE

By: Paul Lawrence
President/CEO

SIGNATURE

Effective Date: 6/1/2016

Date Accepted: _____

End of Lease Date: 5/31/2017

Please return this original with your confirming purchase order or name of verbal authorization individual:

PURCHASE ORDER REFERENCE

ADDENDUM 'L'
Customer Required Legal modifications and additions
lease agreement

Customer: Capistrano Unified School Dist.

Agreement: 10882

Customer Instructions: Please use this form to make your legal modifications, if any, to the standard terms and conditions from Ideal Computer Services. Modifications shall reference the section and subsection being revised or amended. These changes are attached as addendum 'L' and supersede or modify the terms and conditions referred to. If there are no changes this addendum will be blank.

ADDENDUM 'M'

Customer modifications of equipment or services to lease agreement

Customer: Capistrano Unified School Dist.

Agreement: 10882

This addendum is used to address additions, deletions or other modifications of the equipment and services outlined by the agreement. These changes shall attach as addendum 'M'. If there are no modifications this addendum will be blank.

ADDENDUM 'T'

Terms and Services appending to lease agreement

Customer: Capistrano Unified School Dist.

Agreement: 10882

This addendum is used to address terms, additions, deletions or other modifications of the term and services outlined by the lease agreement from Ideal Computer Services. These changes shall attach as addendum 'T'. If there are no modifications this addendum will be blank. *See Terms section 'B' and Service section 'C.'*

1. Total monthly cost to **Capistrano Unified School Dist.** for a minimum **12** month lease period will be \$1161/month. If the system is needed after the **12** month lease period, the lease will be renewed in **12** month increments at \$739/mo and may be terminated at any time with 30 days written notice.
2. Early termination by **Capistrano Unified School Dist.** prior to the end of the **12** month lease period, will result in a back charge equal to 100% of the monthly lease for each month remaining in the lease period, any partial month will be pro-rated. Plus de-installation, removal costs and any other shipping costs directly incurred as a result of early termination of this agreement.
3. Charges for Hardware and Softline are part of this agreement.
4. Capistrano USD will be charged a onetime **installation fee** of \$600 to cover travel and labor.
5. Capistrano USD will be charged a onetime **de-installation fee** of \$600 to cover travel and labor upon termination of the lease by the customer.



Customer: Capistrano Unified School Dist.

Support: M/F 8AM-5PM NBD

Print Date: April 12, 2016

Effective Date: June 01, 2016

Contract: 10882

Status: Quote.Live

Payment Terms: Monthly in Advance

Expiration Date: May 31, 2017

Reference: Lease - A500 w/VA7410

EQUIPMENT EXHIBIT

Model	Description	SerialNumber	Qty	Each	Extended
LEASE	Lease Agreement		1		
A7019C	e3000 A500 1-Way Server		1		
A7020A	Add-on A500 200Mhz CPU		1		
A6114A	2048MB HD SDRAM Mem Module		4		
C4317A	Smart Half Height Enclosure		1		
C6365A	DDS3 NSE Tape Module		1		
A6267A	VA7410 w/Dual Controller 1024MB		1		
A7288A	73GB 15k FC Disk Module		15		
SOFTLINE	SOFTWARE SUPPORT		1		

\$1,161.00 Monthly Coverage
M/F 8AM-5PM NBD

Capistrano Unified School Dist., 33122 Valle Road, San Juan Capistrano, CA, 92675

Ideal Computer South, Inc.
Contract Quote
2016 - 2017

Contract Price Summary for:
Date Printed:

Capistrano Unified School District
April 12, 2016

Contract Number	System Type	Date	Monthly	Annual
10882	Lease A500 w/ VA7410	6/1/16 - 5/31/17	\$ 1,161.00	\$ 13,932.00
Total for Contracts:			\$ 1,161.00	\$ 13,932.00

BrightBytes, Inc.

Service Agreement

This SERVICE AGREEMENT ("**Service agreement**") is effective as of June 30, 2016 ("**Effective Date**") between BrightBytes, Inc., a Delaware corporation ("**BrightBytes**"), and Capistrano Unified School District ("**Customer**", and together with BrightBytes, the "**Parties**").

WHEREAS, BrightBytes owns and operates the Clarity Platform (as defined in the Terms).

WHEREAS, Customer wishes to access and use the applications and software listed below (such applications and software, the "**Application(s)**"). If, after the Effective Date of this Agreement, Customer wishes to access and use additional Applications, the Parties shall execute an addendum to that effect (each addendum an "**Addendum**"), which will be governed by the terms of the Agreement and this Service agreement.

WHEREAS, the Parties wish for BrightBytes to distribute the Applications via the Clarity Platform as further described in this Service agreement.

WHEREAS, the attached signed Proposal ("Addendum") outlines the Applications, Pricing, and Payment Terms by which the Customer agrees to fulfill its financial obligation pursuant to this agreement.

1. Relationship to the BrightBytes Terms of Service and Privacy Policy. The Parties acknowledge and agree that the BrightBytes Terms of Service available at [<http://brightbytes.net/terms/>] (the "**Terms**") and the BrightBytes Privacy Policy available at [<http://brightbytes.net/privacy-policy/>] form a part of the Agreement (as defined in the Terms), and are hereby incorporated by reference. By using the Applications as provided for in this Service agreement, Customer acknowledges and agrees that it has read and assented to all of the terms set forth in the Agreement.

2. Parties' Duties. The Parties may from time to time specify additional Applications to be distributed pursuant to this Service Agreement, and the payment and other terms applicable to such Applications, by executing an Addendum such as the blank form attached hereto. When the Parties mutually execute an Addendum, it shall form a part of this Service Agreement and the Applications described in it shall be subject to the terms and conditions of this Service Agreement.

- a) **BrightBytes' Duties.** BrightBytes will host and maintain the Clarity Platform and Applications on servers operated and maintained by or at the direction of BrightBytes. Subject to Customer's timely payment of the Fees, during the Term, BrightBytes will provide the Applications via the Clarity Platform consistent with the terms and conditions of this Agreement. To the extent BrightBytes provides any services to Customer, BrightBytes will provide the services in a professional and workmanlike manner, using means and methods as it shall reasonably determine, in compliance with all applicable laws.
- b) **Customer Duties.** Customer will cooperate with BrightBytes in setting up the Applications as reasonably requested by BrightBytes. Customer will be responsible for obtaining and maintaining, at its sole expense, all the necessary computer hardware, software, modems, Internet connections, and other items required to access the Applications via the Clarity Platform. Customer will remain fully responsible for any use of the Applications or Clarity Platform by its employees, agents, representatives, or independent contractors who are expressly authorized to access and use the Applications via the Clarity Platform ("**Authorized Users**"), including compliance with this Agreement and applicable law.
- c) **License to Customer.** Subject to the terms and conditions of the Agreement, BrightBytes hereby grants to Customer a limited, non-transferable, non-sublicensable, nonexclusive, license during the Term to: (i) access and use the Applications and content contained in the Clarity Platform or Applications except for the Customer Data (defined below) (such content, "**BrightBytes Content**") via the Clarity Platform in the manner contemplated by the Agreement; and (ii) use the data generated by the Applications (the "**BrightBytes Data**") solely in order to use the Applications.

- d) License to BrightBytes. Subject to the terms and conditions of the Agreement, Customer hereby grants to BrightBytes a limited, worldwide, nonexclusive, royalty-free license during the Term to use, reproduce, transmit, have transmitted, display, store, archive, and make derivative works of any materials uploaded to, transmitted to, collected by, or otherwise made available to BrightBytes through the Applications (“**Customer Data**”) in order to provide the Applications and the Clarity Platform. BrightBytes shall have no right to sublicense or resell Customer Data, except however, that you agree that BrightBytes may collect, analyze, and use data derived from Customer Data, which may include information collected from or about a student but which does not identify the student personally, as well as data about your, and other users’ access and use of the Applications and the Clarity Platform, for purposes of operating, analyzing, improving, or marketing the Applications, the Clarity Platform, and any related services. If BrightBytes shares or publicly discloses information (e.g., in marketing materials, or in application development) that is derived from Customer Data, such data will be aggregated or anonymized to reasonably avoid identification of a specific school, educational entity, or individual. By way of example, BrightBytes may: (i) track the number of school administrators on an anonymized aggregate basis as part of BrightBytes’s marketing efforts to publicize the total number of users of the Applications and the Clarity Platform, (ii) analyze aggregated usage patterns for product development efforts, or (iii) use anonymous data derived from anonymous data collected from or about students in a form which may not reasonably identify either a particular individual or school, to develop further analytic frameworks and application tools. You further agree that BrightBytes will have the right, both during and after the Term of this Agreement, to use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized, aggregated data.
- e) License Restrictions. Customer shall not, and shall not permit any third party to: (i) use the Applications, Clarity Platform, BrightBytes Content, or BrightBytes Data except to the extent permitted in Section 2(C); (ii) modify or create any derivative work of any part of the Applications, Clarity Platform, BrightBytes Content, or BrightBytes Data; (iii) market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease, or loan the Applications, Clarity Platform, BrightBytes Content, or BrightBytes Data; (iv) use the Applications, Clarity Platform, BrightBytes Content, or BrightBytes Data for commercial time-sharing or service-bureau use; or (v) access the Applications or Clarity Platform in order to build a competitive product or service, build a product using similar ideas, features, functions, or graphics, or copy any ideas, features, functions, or graphics
- f) Proprietary Rights. Subject only to the limited license expressly granted under the Agreement, as between BrightBytes and Customer, BrightBytes shall retain all right, title, and interest in and to the Applications, Clarity Platform, BrightBytes Content, and BrightBytes Data, and all intellectual property rights therein. To the extent Customer has or obtains any right, title, or interest in the Applications, Clarity Platform, BrightBytes Content, or BrightBytes Data (or any improvements, enhancements, or modifications thereto, including any related suggestions, comments, or other feedback), Customer hereby assigns, and agrees to assign, without further consideration, to BrightBytes all such right, title, and interest it may have or obtain. Subject only to the limited license expressly granted hereunder, as between BrightBytes and Customer, Customer shall retain all right, title, and interest in and to Customer Data, and all intellectual property rights therein.

3. Payments.

- a) Invoicing and Fees. BrightBytes will issue an invoice Customer for the fees for accessing and using the Applications and the Clarity Platform or for any services in accordance with the amounts set forth below (“**Fees**”), and Customer will pay BrightBytes the Fees according to the terms set forth below. The Customer will send payment to the following:

BrightBytes Inc.
Attn: Accounts Receivable Department
490 2nd St, Suite 302
San Francisco, CA 94107
Email: barry@brightbytes.net

The Customer may also send payment via wire or ACH to the following:

ACH Transfers

Silicon Valley Bank
Routing No.: 121140399
For the Credit of: BrightBytes, Inc.
Account No. 3301406421

Incoming Domestic Wire

Silicon Valley Bank
Routing No.: 121140399
For the Credit of: BrightBytes, Inc.
Account No.: 3301406421
By Order of: Capistrano Unified School District Accounts Payable Department

- b) Timing of Payments. Payments shall be made within thirty (30) days of the date of the invoice issued provided by BrightBytes. Without waiving or prejudicing any other rights or remedies, if Customer does not make payment in a timely manner, BrightBytes may suspend Customer's access to the Applications and the Clarity Platform or the provision of services until such time as payments of the Fees are made current. BrightBytes will not be responsible for delays, costs incurred, or problems experienced by Customer due to the suspension of BrightBytes's performance under this Section.
- c) Taxes. Customer will, in addition to the other amounts payable under this Agreement, pay all federal, state, and local sales, use, VAT, or other taxes imposed by reason of transactions under this Agreement (other than taxes based on BrightBytes's net income). If BrightBytes is required to pay any such taxes for which Customer is responsible, then the taxes will be billed to and paid by Customer. If Customer is required by law to withhold from any amount owed to BrightBytes, then the amount payable to BrightBytes will be increased to the extent necessary to ensure that, after such withholding, BrightBytes receives the net amount that it otherwise would have received in the absence of such withholding.

4. Indemnification

- a) Customer Indemnification. Customer will indemnify and hold BrightBytes and its affiliates and each of their officers, directors, employees, attorneys, and agents harmless from and against any and all claims costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with claims made by a third-party ("**Claims**") that: (i) use of the Customer Data infringes the rights of, or has caused harm to, a third party; and (ii) Customer or its Authorized Users have breached any terms of the Agreement.
- b) BrightBytes Indemnification. BrightBytes will indemnify and hold Customer and its affiliates and each of their officers, directors, employees, attorneys, and agents harmless from and against any and all Claims that the Applications or the Clarity Platform directly infringes the registered U.S. copyright or patent of a third-party.
- c) Notice and Control. The indemnified party: (i) must promptly notify the indemnifying party in writing of any Claim; provided that the failure to provide such notice shall not relieve the indemnifying party of its indemnifying party of its indemnification obligations hereunder except to the extent of any material prejudice directly resulting from such failure; (ii) must provide the indemnifying party the right to solely control the defense (including settlement) of any Claim; provided that the indemnifying party shall keep the indemnified party informed of the progress of such litigation or settlement, and the indemnifying party shall not settle any such Claim in a manner that does not unconditionally release the indemnified party without the indemnified party's prior written consent (not to be unreasonably withheld or delayed); and (iii) the indemnified party providing the indemnifying party all necessary information and assistance.
- d) BrightBytes's Options. In the event any portion of the Applications, Clarity Platform, BrightBytes Content, or BrightBytes Data is held or believed by BrightBytes to be infringing, BrightBytes may, at its sole expense and option: (i) obtain from a third-party the right for Customer to continue using the affected Applications, Clarity Platform, BrightBytes Content, or BrightBytes Data; (ii) replace or modify the affected Applications, Clarity Platform, BrightBytes Content, or BrightBytes Data with a non-infringing substitute with substantially similar functionality; or (iii) if none of the foregoing remedies is commercially feasible as determined solely by BrightBytes, terminate the Agreement.

- e) Sole Remedy for Intellectual Property Claims. This Section 4 sets forth each party's entire liability and obligation, and each party's sole remedy for any claim of infringement or misappropriation of any intellectual property rights.

5. Term, Renewal, and Termination

- a) Termination for Breach. Either Party may terminate this Service Agreement (including all Addenda hereto) upon thirty (30) days' written notice if the other Party materially breaches any of the terms of this Service Agreement; provided, however, that this Service Agreement will not terminate if the non-terminating Party has cured the breach within the thirty (30) day period.
- b) Termination for Bankruptcy and Similar Events. Either Party may terminate this Service Agreement (including all Addenda hereto), effective immediately upon written notice, if: (i) all or a substantial portion of the assets of the other Party are transferred to an assignee of the benefit of creditors, to a receiver or trustee in bankruptcy; (ii) a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within thirty (30) days; or (iii) the other Party is adjudged bankrupt or insolvent.
- c) Term and Renewal. This Service Agreement shall commence on the Effective Date, and shall continue for one year (the "**Initial Term**"). At the conclusion of the Initial Term (or any subsequent Renewal Term), the Service Agreement may renew for additional renewal terms of one year (each a "**Renewal Term**"), upon written consent of both parties. The Initial Term and any Renewal Terms are collectively referred to herein as the "**Term**".
- d) Survival. Upon expiration or termination of this Service Agreement, the provisions of Sections 1, 2(D), and 3-6 (inclusive) of this Service Agreement, as well as all Sections of the Terms, and any unsatisfied payment obligations, shall survive.
- e) Data Retention and Deletion. Upon expiration or termination of this Service Agreement, you may request that BrightBytes delete, anonymize, and/or retrieve your Customer Data in BrightBytes's possession at any time by providing such a request in writing, which request BrightBytes shall then comply with in a commercially reasonable time not to exceed two (2) weeks. If you request your Customer Data be retrieved, BrightBytes will provide a CSV file of data that was processed during the Service Term. The file will be sent via encrypted email that is designated in writing for the retrieval agent. For clarity, BrightBytes will continue to maintain Customer Data after a retrieval request unless you also submit a request that such data be deleted or anonymized. BrightBytes is not required to delete or provide to you any data that has been de-identified, anonymized, or aggregated, or data that has been derived from Customer Data, so long as the data is maintained in a form, which could not reasonably identify any particular individual, educational entity or school.
- f) Change of Control. By submitting Customer Data to BrightBytes, you consent to allow BrightBytes to transfer Customer Data to a new provider in the event that BrightBytes sells, divests or transfers the business or a portion of the business, provided that the new provider has agreed to data privacy standards no less stringent than those set forth in this Agreement. We may also transfer personal information – under the same conditions – in the course of mergers, acquisitions, bankruptcies, dissolutions, reorganizations, liquidations, similar transactions or proceedings involving all or a portion of our business.

6. Non-Solicitation. During the Term and for one (1) year thereafter, Customer shall not solicit, or otherwise attempt to retain the services of, any person who is an employee or subcontractor of BrightBytes, or who was an employee or subcontractor of BrightBytes at any time during the three (3) months prior to such solicitation in each case who provided services to Customer hereunder, provided that individuals hired as a result of the use of an independent employment agency (so long as the agency was not directed to solicit a particular individual) or as a result of the use of a general solicitation (such as a **newspaper** advertisement or on radio or television) not specifically directed to employees or subcontractors of BrightBytes shall not violate this Section 6.

7. Additional Terms. Depending on the Application(s) licensed to Customer under the Agreement as indicated by the attached Addendum and if also listed below, the additional terms set forth in Section 8 below may apply.

Organization Name: Capistrano Unified
 Organization Contact: Lynh Rust
 Billing Address: 33122 Valle Road
 San Juan Capistrano, California 92675
 United States

Prepared By: Brad Reitz

The following are the applications and services that will be provided on the Clarity platform. Your term is for 12 months, starting at 06/30/2016. This is an extension of current licenses.

YEAR 1			
Item	List Price	*Discount	Price
Technology & Learning	\$75,071.00	\$9,759.23	\$65,311.77
Technology & Learning SAMR	\$9,792.00	\$9,792.00	\$0.00
Technology & Learning Parent Data	\$9,792.00	\$0.00	\$9,792.00
*Applied Discount(s): Early Adopter			
Total:			\$75,103.77

Agreed to by the parties below.

BrightBytes Signature

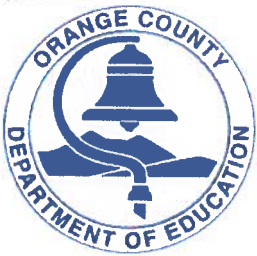
Name

Date Signed

Customer Signature

Name

Date Signed



CUSD/SUPT-OFC/05-03*16AM09:15

April 30, 2016

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

To: Kirsten M. Vital, Superintendent, Capistrano Unified School District
From: Nicole Savio Newfield, Administrator, School and Community Services
Subject: Williams Settlement Legislation 3rd Quarter Report

I am pleased to provide the Williams Settlement Legislation 2015-16 third quarter report for Capistrano Unified School District. This report represents activity conducted by the Orange County Department of Education (OCDE) from January through March 2016. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

THIRD QUARTER SUMMARY

School Accountability Report Card

- In February 2016, all schools in deciles 1-3 were required to submit to OCDE the School Accountability Report Card (SARC) published in the 2015-16 school year. OCDE conducted a review to verify the accuracy of data reported on the SARC with respect to the sufficiency of instructional materials and the condition of facilities. SARC verification results are enclosed.

Uniform Complaint Procedures (UCP)

- Two complaints were filed and resolved during the second quarter

Upcoming Activities

- Teacher assignment monitoring process and reporting in the fourth quarter of 2015-16

If you have any questions regarding the attached report, please contact me at 714-966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you and your staff for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ts

Enclosure

c: Dr. John A. Roach, Interim Assistant Superintendent, Personnel Services
Al Mijares, Ph.D., County Superintendent of Schools

EXHIBIT 24

1
1 of 2

205 of 300

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ROBERT M. HAMMOND

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.



Orange County Department of Education
Williams Settlement Legislation
3rd Quarter Report 2015-16
Capistrano Unified School District

SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION

The SARCs published in 2015-16 for the following schools were reviewed to determine the accuracy of the information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Materials Discrepancies	Facility Conditions Accurate	Facility Conditions Discrepancies
Kinoshita Elementary	March 8, 2016	Yes	N/A	Yes	N/A
Viejo Elementary	March 8, 2016	Yes	N/A	Yes	N/A

Respectfully submitted,


Nicole Savio Newfield
Administrator, School and Community Services

4/30/16
Date



ORANGE COUNTY DEPARTMENT OF EDUCATION
Division of Administrative Services
Contracts Department
P. O. Box 9050
Costa Mesa, California 92628-9050

May 9, 2016

To: Dr. Debra Keeler
Capistrano USD

Re: Quality Rating and Improvement System (QRIS) Block Grant Service Agreement,
Agreement Number 42631

Enclosed are two (2) Agreements signed on behalf of the Orange County Superintendent of Schools. Please have an **authorized signer** sign all of the Agreements and return one (1) Agreement to my attention by district courier:

Julie Montgomery
Contracts Department
OCDE/Kalmus
Mail Stop A-1116

The grant funds shall be disbursed after the executed Agreement has been received.

Thank you for your assistance regarding the execution of this Agreement.

Julie Montgomery
Administrative Technician
Contracts Department
Phone: (714)966-4082
Email: jmontgomery@ocde.us

2 CAPISTRANO UNIFIED SCHOOL DISTRICT
3 CALIFORNIA STATE PRESCHOOL PROGRAM (CSSP)
4 QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) BLOCK GRANT
5 SERVICE AGREEMENT

6 This AGREEMENT is hereby entered into this 1st day of July,
7 2015, by and between the Orange County Superintendent of Schools,
8 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
9 referred to as SUPERINTENDENT, and Capistrano Unified School
10 District, 33122 Valle Road, San Juan Capistrano, California 92675,
11 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
12 shall be collectively referred to as the Parties.

13 WITNESSETH:

14 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with
15 the State of California, hereinafter referred to as STATE, which is
16 administered by the California Department of Education for the
17 administration of the California State Preschool Program Quality
18 Rating and Improvement System Block Grant, for the Early Education
19 and Support Services, hereinafter referred to as PROGRAM; and

20 WHEREAS, SUPERINTENDENT has been awarded grant funds from the
21 California Department Education to conduct the Quality Rating
22 and Improvement System (QRIS) for continuous quality
23 improvement of early education programs based on a tiered
24 rating structure with progressively higher quality standards
25 for each tier that provides supports and incentives for
programs, teachers, and administrators to reach higher levels
of quality, monitors and evaluates the impacts on child

1 outcomes, and disseminates information to parents and the
2 public about program quality; and

3 WHEREAS, SUPERINTENDENT will serve as the Lead Education
4 Agency and Fiscal Agent for the State funds received under the 2015
5 California State Preschool Program (CSPP) Quality Rating and
6 Improvement System (QRIS) Block Grant;

7 WHEREAS, the Quality Rating and Improvement System Block
8 Grant requires SUPERINTENDENT to allocate a portion of the grant
9 funds to California State Preschool Program (CSPP) grant contract
10 holders; and

11 WHEREAS, DISTRICT is specially trained, experienced and
12 competent to perform the services required and is agreeable to the
13 rendering of such services according to the terms and conditions
14 hereinafter set forth;

15 NOW, THEREFORE, the Parties hereby agree as follows:

16 1.0 TERM. The term of this AGREEMENT shall commence on July 1,
17 2015, and terminate on September 30, 2016, subject to earlier
18 termination as set forth in this AGREEMENT, provided, however,
19 DISTRICT shall be obligated to perform such duties as would
20 normally extend beyond this term including, but not limited to,
21 obligations with respect to indemnification, audits, reporting, and
22 accounting.

23 2.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an
24 independent contractor to perform the described work upon the terms
25 and conditions hereinafter set forth. DISTRICT shall meet all of
the contractual requirements listed herein and shall provide all

1 labor, materials, supplies, and equipment necessary to fully
2 perform all responsibilities required by this AGREEMENT and
3 specifically described in Exhibit "A", QRIS Block Grant 2015-16
4 Orange County Local Block Grant Application, which is attached
5 hereto and incorporated herein by this reference to this AGREEMENT.

6 3.0 ALLOCATION OF FUNDS.

7 A. SUPERINTENDENT agrees to pay DISTRICT a total maximum
8 obligation not to exceed One hundred fifty-four thousand two
9 hundred dollars (\$154,200.00). Payment of the total dollar amount
10 shall be made in advance upon receipt of a fully executed
11 AGREEMENT. Payment shall be mailed to: Capistrano Unified School
12 District, 33122 Valle Road, San Juan Capistrano, California 92675,
13 or at such other place as DISTRICT may designate in writing.
14 DISTRICT shall be responsible for ensuring that DISTRICT shall
15 adhere to the guidelines as mandated by the FY 2015-16 California
16 Department of Education Attendance and Fiscal Reporting and
17 Reimbursement Procedures for Child Development Contracts for the
18 fiscal years after Fiscal Year 2015-2016 until the grant funds
19 described in this AGREEMENT are completely spent.

20 B. Expenditures by DISTRICT shall be made pursuant to the
21 guidelines as described in the FY 2015-16 California Department of
22 Education Attendance and Fiscal Reporting and Reimbursement
23 Procedures for Child Development Contracts, which shall be
24 referenced herein to this AGREEMENT.

25 C. The California Department of Education shall provide to
DISTRICT a copy of the California Department of Education's CDFS

1 8501 Form, which is attached as Exhibit "B" and referenced herein,
2 to complete and return to the California Department of Education.
3 DISTRICT shall submit a copy of the completed CDFS 8501 Form within
4 ten (10) business days from the date of mailing to the California
5 Department of Education to SUPERINTENDENT'S designated
6 representative. DISTRICT shall submit a copy of Page 4 of the CDFS
7 8501 Form regarding Supplemental funds, for each quarterly period
8 from March 1, 2016 to September 30, 2016, to SUPERINTENDENT'S
9 designated representative:

10 Shannon Anderson
11 Senior Project Accountant
12 Orange County Department of Education
P. O. Box 9050
Costa Mesa, California 92628-9050

13 Telephone: (714)966-4074
14 Email: sanderson@ocde.us

15 D. DISTRICT shall complete the CSPP QRIS Block Grant
16 Reporting Form 3, which is attached as Exhibit "C" and referenced
17 herein, for each quarterly period from March 1, 2016 to September
18 30, 2016. Report all expenditures in each of the relevant
19 categories. In any of the columns where expenses are entered in the
20 column marked "OTHER", specify the specific item within the "Other"
21 column. Expenditures for Fiscal Year 2015/2016 Block Grant funds
22 and any Fiscal Year 2014/2015 Block Grant funds that have rolled
23 over to Fiscal Year 2015/2016 should be included. DISTRICT shall
24 submit copies of CSPP QRIS Block Grant Reporting Form 3 to
25 SUPERINTENDENT'S designated representative:

1 Shannon Anderson
2 Senior Project Accountant
3 Orange County Department of Education
4 P. O. Box 9050
5 Costa Mesa, California 92628-9050

6 Telephone: (714)966-4074
7 Email: sanderson@ocde.us

8 E. DISTRICT'S expenditures are subject to final approval by
9 SUPERINTENDENT and the California Department of Education. Due to
10 the STATE requirements, all fiscal reporting must be submitted to
11 SUPERINTENDENT'S designated representative and received by or no
12 later than the following due date:

<u>Report for Period Ending</u>	<u>Due Date</u>
September 30, 2016	October 20, 2016

13 F. If the California Department of Education does not request
14 the return of any unspent grant award monies paid to the DISTRICT,
15 expenditures by DISTRICT shall be made pursuant to the guidelines
16 as described in the California Department of Education, Attendance
17 and Fiscal Reporting and Reimbursement Procedures for Child
18 Development Contracts, as referenced herein to this AGREEMENT.
19 DISTRICT shall continue to report funds that roll over to
20 subsequent fiscal years as they are spent, utilizing the Block
21 Grant reporting requirements as described in this AGREEMENT or
22 until such time as the QRIS Preschool Block Grant is discontinued
23 by the California Department of Education.

24 G. All billings to SUPERINTENDENT shall be supported, at
25 DISTRICT'S facility, by source documentation including, but not
limited to, ledgers, journals, time sheets, invoices, bank

1 statements, cancelled checks, receipts, receiving records, and
2 records of services provided.

3 H. DISTRICT shall not claim reimbursement for services
4 provided beyond the expiration and/or termination of this
5 AGREEMENT.

6 I. The obligation of SUPERINTENDENT under this AGREEMENT is
7 contingent upon the availability of funds furnished by the State of
8 California Department of Education. In the event that such funding
9 is terminated or reduced, this AGREEMENT may be terminated, and
10 SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a
11 pro-rated amount of funding actually received by the SUPERINTENDENT
12 under the grant. SUPERINTENDENT shall provide DISTRICT written
13 notification of such termination. Notice shall be deemed given
14 when received by the DISTRICT or no later than three (3) days after
15 the day of mailing, whichever is sooner.

16 4.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this
17 AGREEMENT, is and at all times to be an independent contractor and
18 shall be wholly responsible for the manner in which the services
19 required by the terms of this AGREEMENT are performed. Nothing
20 herein contained shall be construed as creating the relationship of
21 employer and employee, or principal and agent, between
22 SUPERINTENDENT and DISTRICT. DISTRICT assumes the responsibility
23 for the acts of its employees or agents as they relate to the
24 services to be provided. DISTRICT, its officers, agents and
25 employees, shall not be entitled to any rights, and/or privileges

1 of SUPERINTENDENT'S employees and shall not be considered in any
2 manner to be SUPERINTENDENT'S employees.

3 5.0 AUDIT AND RECORD RETENTION.

4 5.1 DISTRICT shall maintain books, records, documents, and
5 other evidence, accounting procedures and practices, sufficient to
6 properly reflect all direct and indirect costs of whatever nature
7 claimed to have been incurred in the performance of this AGREEMENT,
8 including any matching costs and expenses. The foregoing
9 constitutes "records" for the purpose of this provision.

10 5.2 DISTRICT agrees to maintain and preserve such records for
11 five (5) years after the termination of the AGREEMENT. DISTRICT
12 agrees to permit the SUPERINTENDENT, the California Department of
13 Education or any duly authorized representative, to have access to,
14 examine or audit any pertinent books, documents, papers and records
15 related to this AGREEMENT and to allow interviews of any employees
16 who might reasonably have information related to such records or
17 for a longer period as is required by applicable statute or by any
18 other provision of this AGREEMENT.

19 5.3 DISTRICT agrees to comply with any reasonable request
20 for access to its records related to this AGREEMENT and such
21 records shall be made available for examination and audit by any
22 duly authorized representative of SUPERINTENDENT and/or
23 California Department of Education. DISTRICT shall allow interviews
24 of any employee(s) who might reasonably have information related to
25 such records.

1 6.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees
2 that all matters produced under this AGREEMENT shall become the
3 property of SUPERINTENDENT and cannot be used without
4 SUPERINTENDENT'S express written permission. SUPERINTENDENT shall
5 have all right, title and interest in said matters, including the
6 right to secure and maintain the copyright, trademark and/or patent
7 of said matter in the name of the SUPERINTENDENT.

8 7.0 HOLD HARMLESS.

9 7.1 SUPERINTENDENT hereby agrees to indemnify, defend, and
10 hold harmless DISTRICT, its Governing Board, officers, agents, and
11 employees from liability and claims of liability for bodily injury,
12 personal injury, sickness, disease, or death of any person or
13 persons, or damage to any property, real personal, tangible or
14 intangible, arising out of the negligent acts or omissions of
15 employees, agents or officers of SUPERINTENDENT or the Orange
16 County Board of Education during the period of this AGREEMENT.

17 7.2 DISTRICT hereby agrees to indemnify, defend, and hold
18 harmless SUPERINTENDENT, the Orange County Board of Education, and
19 its officers, agents, and employees from liability and claims of
20 liability for bodily injury, personal injury, sickness, disease, or
21 death of any person or persons, or damage to any property, real,
22 personal, tangible or intangible, arising out of the negligent acts
23 or omissions of employees, agents or officers of DISTRICT during
24 the period of this AGREEMENT.

25 8.0 INSURANCE. Each party shall maintain its own comprehensive
insurance coverage to protect the Parties against liability or

1 claims of liability which may arise out of this AGREEMENT. Each
2 party will provide a copy of its certificate of insurance
3 evidencing all coverages and endorsements upon written request of
4 the other party.

5 9.0 NON-DISCRIMINATION.

6 9.1 SUPERINTENDENT and DISTRICT agree that they will not
7 engage in unlawful discrimination because of race, color, religious
8 creed, national origin, physical or mental handicap, disability,
9 age, sex or status as a disabled veteran or veteran of the Vietnam
10 era of such persons.

11 9.2 SUPERINTENDENT and DISTRICT shall comply with all
12 provision of and furnish all information and reports required by
13 the federal rules, regulations, and relevant orders governing Equal
14 Employment Opportunity.

15 10.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply
16 with all federal, state and local laws, rules and regulations and
17 ordinances that are now or may result in the future become
18 applicable to SUPERINTENDENT or DISTRICT'S business, equipment and
19 personnel engaged in operations covered by this AGREEMENT or
20 occurring out of the performance of such operations.

21 11.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the
22 performance of any of the services in this AGREEMENT without prior
23 written approval of the SUPERINTENDENT.

24 12.0 TOBACCO USE POLICY. In the interest of public health, the
25 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
use of any tobacco products are prohibited in buildings and

1 vehicles, and on any property owned, leased or contracted for by
2 the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15.
3 Failure to abide with conditions of this policy could result in the
4 termination of this AGREEMENT.

5 13.0 TERMINATION. This AGREEMENT may be terminated by
6 SUPERINTENDENT or DISTRICT with or without cause, upon the giving
7 of thirty (30) days prior written notice to the other party.
8 Written notice shall be deemed given when received by the other
9 party or no later than three (3) calendar days after the day of
10 mailing, whichever is sooner.

11 14.0 NOTICES. All notices or demands to be given under this
12 AGREEMENT by either party to the other shall be in writing and
13 given either by: i) Personal service, or ii) U.S. Mail, mailed
14 either by registered or certified mail, return receipt requested,
15 with postage prepaid. Service shall be considered given when
16 received if personally served or, if mailed, on the third (3rd) day
17 after deposit in any U.S. Post Office. The address to which
18 notices or demands may be given by either party may be changed by
19 written notice given in accordance with the notice provisions of
20 this section. At the date of this AGREEMENT the addresses of the
21 parties are as follows:

22 DISTRICT: Capistrano Unified School District
23 33122 Valle Road
24 San Juan Capistrano, California 92675
25 Attn: _____

26 SUPERINTENDENT: Orange County Superintendent of Schools
27 200 Kalmus Drive
28 P.O. Box 9050
29 Costa Mesa, California 92628-9050
30 Attn: Patricia McCaughey

1 15.0 SEVERABILITY. If any term, condition or provision of this
2 AGREEMENT is held by a court of competent jurisdiction to be
3 invalid, void, or unenforceable, the remaining provisions will
4 nevertheless continue in full force and effect, and shall not be
5 affected, impaired or invalidated in any way.

6 16.0 ALTERATION OF TERMS. This AGREEMENT, together with any
7 exhibits attached hereto and incorporated herein by reference,
8 fully expresses all understanding of SUPERINTENDENT and DISTRICT
9 with respect to the subject matter of this AGREEMENT and shall
10 constitute the total AGREEMENT between the Parties for these
11 purposes. No addition to, or alteration of, the terms of this
12 AGREEMENT, whether written or verbal, shall be valid unless made in
13 writing and formally executed and approved by SUPERINTENDENT and
14 DISTRICT.

15 17.0 AUTHORIZED SIGNATURE. The individuals signing this AGREEMENT
16 warrant that they are authorized to do so, and further, that they
17 are authorized to make the promises in this AGREEMENT on behalf of
18 the respective Parties. The Parties understand and agree that a
19 breach of this warranty shall constitute a breach of the AGREEMENT
20 and shall entitle the non-breaching party to all appropriate legal
21 and equitable remedies against the breaching party.

22 18.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
23 shall be governed by the laws of the State of California with venue
24 in Orange County, California.

25 19.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire agreement among the Parties

1 to it and supersedes any prior or contemporaneous understanding or
2 agreement with respect to the services contemplated, and may be
3 amended only by a written amendment executed by both Parties to the
4 AGREEMENT.

5 IN WITNESS WHEREOF, the Parties hereto set their hands.

6 DISTRICT: CAPISTRANO UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

7 BY: _____
8 AUTHORIZED SIGNATURE

BY:  _____
AUTHORIZED SIGNATURE

9 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

10 TITLE: _____

TITLE: Coordinator

11 DATE: _____

DATE: May 9, 2016

12
13
14
15 Capistrano USD-QRIS Block Grant-July 2015-September 2016-State Grant(42631)
ZIP4

EXHIBIT "A"

QRIS Block Grant
2015-16 Orange County Local Block Grant
Application

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QRIS Block Grant

2015-16 Orange County Local Block Grant Application

Submit Grant Applications To:

An electronic copy of the entire application, including the budget forms,
must be submitted to Lynn Turner at lturner@ocde.us

Due on or before September 25, 2015

Local Block Grant Application Directions

LOCAL BLOCK GRANT FUNDING

All Orange County agencies operating California State Preschool Program (CSPP) funded preschool sessions serving children in Orange County, who are also enrolled in the Quality Stars Quality Rating and Improvement System (QRIS), are eligible to apply for Local QRIS Block Grant funds. Local Block Grant award eligibility is determined based on each eligible site's Quality Stars rating from the 2014-15 school year. The Orange County Department of Education (OCDE) will distribute a table showing the 5 Star, 4 Star, and PLC award amounts for each eligible agency. **Sites rated at 5 stars are eligible to receive \$5,200 per session. Sites rated at 4 stars are eligible to receive \$4,400 per session.**

ADDITIONAL AWARDS

Orange County QRIS Block Grant funds that remain after all 5 and 4 star sites have been awarded may be used by OCDE to offer support to programs for continuous quality improvement. The cornerstone of Orange County's quality improvement support will be the continued support of Professional Learning Communities (PLCs) for CSPP teaching staff. OCDE recognizes the importance of reflective practice, and that continuous quality improvement requires time for teaching staff to meet regularly to engage in dialogue about curriculum, assessment, and family engagement. Participation in this type of professional learning community by a site's staff has great potential to increase and sustain the level of overall program quality. OCDE also recognizes that such monthly team meetings may require additional hourly pay or sub-release time for teaching staff. To that end, participating sites that commit to meet twice monthly for professional learning community meetings January – June 2016 are eligible to receive an enhanced local block grant with an additional \$ 1,500 per session.

Agencies wishing to receive the PLC award should complete Form C.

The Professional Learning Communities (PLC) Award is \$1,500 per session.

REQUIRED ELEMENTS

- Form A – Agency Signature Page
- Form B – Action Plan for QRIS Rating Quality Improvement (QI) Awards
- Form C – Action Plan for Professional Learning Communities (PLC) Funds
- Form DI: QI Budget Narrative (Attached Excel Form, Tab 1) Please note that this tab is your budget narrative, and include narrative descriptions for each expense.
- Form DII: PLC Budget Narrative (Attached Excel Form, Tab 2) Please note that this tab is your budget narrative, and include narrative descriptions for each expense.
- Form DIII: QRIS Local Block Grant 2015–16 Budget Spreadsheet (Attached Excel Form, Tab 3). Please note that the Budget Spreadsheet auto-populates totals from the QI and PLC Budget Narratives on tabs 1-2. You will only need to enter indirect costs on the Budget Spreadsheet.

Local Block Grant Application Directions

INSTRUCTIONS

Form B: Briefly describe efforts agency will take to achieve or maintain the highest possible point score for each element of the Quality Rating Matrix. If change is not feasible at this time for a particular element, please describe why. For example, an agency may choose to stay at 3 points for ratio/group size, because it is cost-prohibitive at this time to hire an additional aide to bring ratio down, and/or to reduce class size. The QRIS Quality Improvement Action Plan is agency-wide. A separate Action Plan for each individual site is not required. However, if there will be targeted use of funds for particular sites please include that information within your narrative.

Form DI: Complete tables to show expenditure categories and estimated costs for each category. Category totals will auto-fill onto Budget Form D.

Form C: If applying for Professional Learning Community (PLC) funds*, describe the efforts your agency will make to support participation in a PLC (attend PLC training, and attend monthly meetings) by all teaching staff. The PLC Action Plan is agency-wide; therefore a separate Action Plan for each individual site is not required. However, if there will be targeted use of funds for particular sites please include that information within your narrative.

Form DII: Complete tables to show expenditure categories and estimated costs for each category. Category totals will auto-fill onto Budget Form D.

Form DIII: Double check totals to ensure alignment with Budget Narrative, and add indirect costs.

TECHNICAL ASSISTANCE

For assistance, please contact Krista Murphy at kmurphy@ocde.us.

APPLICATION APPROVAL, CONTRACT

- Submit completed application, including budget form, to Lynn Turner at lturner@ocde.us
- Agencies will receive confirmation of approved application by email within two weeks of submission. If you do not receive your email confirmation, please contact Lynn Turner.
- Once your application is approved, you will receive a contract by mail from OCDE. Please return a signed copy of this contract to OCDE, at the address provided.
- Invoicing instructions will be sent once contract is fully executed.

Late applications will not be accepted.

FUNDING

Local Block Grant Application Directions

100% of approved funds* will be disbursed to agency upon invoice.

Funds may be applied retro-actively to approved expenditures dating from July 1, 2015.

*Local Block Grant funding amount may change from amount indicated on agency application. Exact funding is not confirmed until contract is created. Local block grant funding is subject to receipt of QRIS Block Grant funds from the California Department of Education. All expenditures must meet the 2014-15 California State Child Development Contracts Funding Terms and Conditions for reimbursable and non-reimbursable costs.

REVISIONS AND BUDGET MODIFICATIONS

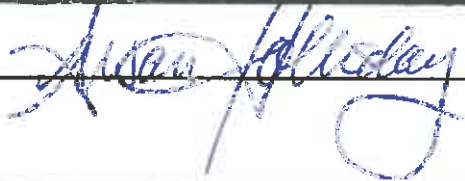
If your agency requires a revision to your approved application, please submit a revised application with track-changes, and a revised budget narrative and budget (forms B, BI, C, CI, and D) to Krista Murphy at kmurphy@ocde.us. Revisions must be approved before changes in expenditure will be allowed.

ACCOUNTABILITY

Local Block Grant awards: Agencies will be required to report Local QRIS Block Grant funds on their **CDFS 8501** form. California State Child Development Contract leads will be sending a management bulletin with details regarding how to report QRIS Block Grant income on the 8501 form.

Professional Learning Community (PLC) awards: Agencies will be required to upload bi-weekly PLC meeting sign-in sheets, and indicate if staff have completed the required PLC trainings, into the WELS data system.

Form A. Agency Signature Page

I. CSPP Contracting Agency	Agency Lead (name/title)	Phone Number
Capistrano Unified School District	Susan Holiday Ed.D.	(949) 234-9339
Address	City	Zip Code
33122 Valle Road	San Juan Capistrano	92675
Signature	Email	Date
	seholliday@capousd.org	9/24/15

Agency Contact Person	Agency Contact's Email	Phone Number
Debbl Keeler, Ed.D.	DRKEELER@capousd.org	949-234-5347

Fiscal Lead Contact Person	Fiscal Contact's Email	Phone Number
Matthew Krause	MKRAUSE@capousd.org	949-234-9317

By signing this signature page, the applicant(s) certify that the information contained in the application is accurate and that all forms required to be submitted as part of the RFA are certified to be true and binding on the applicants. Additionally, in signing this signature page, the Agency/ applicant(s) is confirming that they will use the Quality Continuum Framework (Framework), the Tiered rating matrix and the Implementation Guide, as found at <http://www.cde.ca.gov/sp/cd/rtr/rta/capproach.asp>.

Signing the QRIS Local Block Grant Plan also confirms that the Agency/applicant has read and agreed to the general assurances found on this link: <http://www.cde.ca.gov/fq/fo/fm/generalassur2014.asp> AND the Funding Terms and Conditions for 2015-16 California State Child Development Contracts found at this link: <http://www.cde.ca.gov/fq/aa/cd/ftc2014.asp>

Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards

BI. Quality Maintenance, 5 Stars: Sites rated as 5 Stars in 2014-15 (if any):
Please describe how Local Block Grant funds will be used to support and maintain maximum points for each element of the QRIS Rating Matrix, or to support one or more of the Professional Development Pathways (see Appendix).

<p>Element 1. Child Observation</p>	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Develop a Desired Results Developmental Profile (DRDP) binder to assist teachers in organizing their anecdotal notes and portfolio on each child, which meets state requirements for data collection (Printing costs are allocated in quality materials and supplies). • Provide laptops for each classroom to assist teachers in documentation and collection of data to support DRDP 2015 (Funding is allocated in quality and PLC materials and supplies for the purchase of refurbished laptops). • Provide tablets for supervisors to assist in conducting observations and training (Funding is allocated in quality materials and supplies for the purchase of tablets). • Collaborate with OCDE and community college staff to provide meaningful observation trainings. • Provide one-on-one technical assistance to individual teaching staff; monitor observations monthly; and, provide feedback with additional coaching as needed by trainer of trainer DRDP supervisors. • Require each teacher to upload DRDP results using DRDP Tech. • Conduct DRDP 2015 twice a year. • Provide additional assignment hours for each teacher to complete the DRDP 2015 assessment and documentation on each child (20 hours per teacher of additional assignment hours are indicted in quality personnel and benefits). • Provide a comprehensive curriculum framework that links the DRDP measures and the Learning Foundations to the units of study. Monthly planning sheets would be provided that will assist teachers in lesson planning with the assurance all DRDP measures and standards are being implemented on a daily/weekly basis. • Assist teachers in analyzing the DRDP data to identify areas that fall below developmental benchmarks. Lesson plans would be developed to assist children with advancing in their development. • Provide a Multi-tiered System of Support (MTSS) for all children that will assist teachers at the classroom and site level; and, will result in a tiered process for universal, strategic, and intensive support in the academic, social/emotional, and behavioral areas of development. • Provide parent conferences twice a year regarding the needs of the child, as well as at other times during the school year, as needed.
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Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards

Element 2. Developmental and Health Screenings

The CUSD Early Childhood Programs leadership will:

- Require parents at the time of enrollment to complete and return a developmental/health history form and a physician's clearance from the child's pediatrician.
- Request parents complete an Ages and Stages Questionnaire (ASQ) screening tool for their child, providing crucial information on their child's development.
- Subscribe to ASQ online so that parents can submit their questionnaire online upon enrollment and allow the program to run ASQ reports on all children for overall data analysis at the beginning of the school year (Funding for the ASQ online service is indicated in quality under materials and supplies).
- Schedule an outside agency to assist Spanish speaking families with completion of the the ASQ during the final enrollment process for their child.
- Assess student scores that fall below the norm in social/emotional development and request that parents complete the ASQ SE on their child.
- Facilitate teachers, CSP 3 support staff, and school readiness nurses to identify concerns based upon health information and ASQ data, along with follow-up.
- Provide a Multi-tiered System of Support (MTSS) to assist teachers at the classroom and site level resulting in a tiered support for universal, strategic, and intensive support in social/emotional and behavior areas.
- Develop a plan of action to address concerns within the first 60 days of enrollment.
- Identify children at risk and provide COPE parent support services and social skills intensive support with staff training (Funding for support services will be provided by Child Behavior Pathways under quality contractual).
- Identify speech/language delays and refer parents to the Learning Link, Speech Pathologist, and District's Special Education Department.
- Provide a plan for the School Readiness nurses to conduct hearing and vision screenings on a percentage of all children in the state program and identified needs in the fee based program for the year (Nurses will be funded 10% of their overall salaries out of the grant which is indicated in quality personnel and benefits).
- Provide additional dollars to provide nursing supplies for the screenings and mileage reimbursement for visiting the various sites (Funding for supplies is in quality materials and supplies in addition to mileage).
- Provide brochures on school readiness for all families (Funding for materials is in quality materials and supplies).

**Form B. Action Plan for QRIS Local Block Grant Quality Improvement
(QI) Awards**

Element 3. <i>Minimum Qualifications for Lead Teachers</i>	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Require all teachers to possess a California Children's Center Teacher Permit, Master Teacher Permit, or Site Supervisor Permit. • Provide opportunities for professional growth training within the district that results in a minimum of 21 hours during teacher work time. • Provide assistance to teachers to continue in their pursuit of a bachelor's degree in early childhood or a related field for the remaining 37% of currently employed teachers. • Due to contractual issues with the teachers, we cannot require teachers to complete their bachelor's degree with one time funding. • Encourage state teachers who have not completed a bachelor's degree to participate in AB 212, funded through the Orange County Child Care Planning Council, which provides reimbursement and a stipend for completing a degree program. • Provide a standard for all teachers to have a minimum of 2-3 years teaching experience.
Element 4. <i>Effective Teacher-Child Interactions</i>	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Conduct training on the Classroom Scoring System (CLASS) tool for teaching staff and provide materials for in-classroom use. • Facilitate all staff participating in the OCDE CLASS PLC component training in the fall of 2015 and winter of 2016. • Schedule an independent rater for the CLASS tool through the QRIS Race to the Top Initiative. • Maintain enrollment in the QRIS Race to the Top initiative, which provides coaching and support to teachers for the improvement of effective teacher-child interactions. • Maintain supervisors and director as certified reliable raters in the CLASS tool providing additional support. • Maintain one supervisor and the director as certified Trainer of Trainers in the CLASS tool. • Conduct staff training and coaching in raising CLASS scores specifically in the Instructional Support domain. • Provide a program minimum benchmark of 5.5 in the Emotional Support/Classroom Organization domain and a score of 3.5 in the Instructional Support domain. • Develop a plan of action and timeline for each teacher when scores fall below this standard along with coaching support.
Element 5. <i>Ratios and Group Size</i>	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Ensure a ratio of 1:8 is maintained in each classroom, thus meeting the Title 5 regulations for teacher to student ratios. • Encourage parents to volunteer in their child's classroom resulting in a lower adult to student ratio. • Currently employ one teacher and two instructional assistants for each

Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards

	<p>classroom of 24 students.</p> <ul style="list-style-type: none"> Consider ways of reducing class sizes to 20 in the future (Maximizing staffing to class sizes in meeting the state contract is a barrier to reducing the class by 4 students to meet a five star rating).
Element 6. <i>Program Environment</i>	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> Ensure classrooms are equipped and set up with developmentally age-appropriate furniture, equipment, and materials. Monitor the classroom set up as arranged by interest areas (art/sensory, block, dramatic play, science/math, manipulative, writing, library/quiet individual space, and outdoor play for motor development). Maintain enrollment in the QRIS Race to the Top initiative which provides coaching and support to the teachers for the improvement of the program environment. Schedule an independent rater for the ERS tool through the QRIS Race to the Top Initiative. Establish a program minimum benchmark of 5.5 as an average of all sub scales. Develop a plan of action and timeline for each teacher when scores fall below this standard along with coaching support.
Element 7. <i>Director Qualifications</i>	<p>The CUSD Early Childhood Programs leadership currently provides:</p> <ul style="list-style-type: none"> A program director with a Doctorate in Educational Leadership, 30 units in child development (including specialized courses, 8 administration/supervision), a Program Director Permit, 21 hours of professional development annually, a CTE CA Credential in Child Development and Family Studies, and 28 years of administration in early childhood education. The director will provide oversight of the State Block Grant (Funding is in quality personnel and benefits). Two program supervisors with Masters degrees in child development, 30 units in child development (including specialized courses, 8 administration/supervision), a Program Director Permit, 21 hours of professional development annually, and a minimum of 17 years in administration in early childhood education. Site supervisors at each preschool site directly oversee classroom licensing compliance, hold a current Site Supervisor Permit, and 21 hours of professional development annually.
PD Pathway <i>School Readiness</i>	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> Provide training on school readiness through an outside agency (Chancy and Bruce Educational Resources) in addition to providing parents the opportunity to have their child screened for school readiness at a minimal cost (Funding is provided for training in quality under contractual).

Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards

PD Pathway <i>Social-Emotional Development</i>	The CUSD Early Childhood Programs leadership will: <ul style="list-style-type: none"> • Provide training opportunities for staff on social/emotional development using staff.
PD Pathway <i>Health, Nutrition, and Physical Activity</i>	The CUSD Early Childhood Programs leadership will: <ul style="list-style-type: none"> • Provide training opportunities for staff on health and nutrition and physical development using staff.
PD Pathway <i>Effective Teacher-Child Interactions</i>	The CUSD Early Childhood Programs leadership will: <ul style="list-style-type: none"> • Provide training opportunities for staff on CLASS and support materials that enhance effective teacher-child interactions using staff.
PD Pathway <i>Professional Development</i>	The CUSD Early Childhood Programs leadership will: <ul style="list-style-type: none"> • Provide training opportunities for teachers to attend monthly training opportunities through the district.
PD Pathway <i>Environment</i>	The CUSD Early Childhood Programs leadership will: <ul style="list-style-type: none"> • Conduct training on the Environment Rating Scale (ERS) tool in collaboration with OCDE for all staff providing guidance on specific subscales and raising ERS scores (Funding available in quality contractual).
PD Pathway <i>Program Administration</i>	The CUSD Early Childhood Programs leadership will:
PD Pathway <i>Family Engagement</i>	The CUSD Early Childhood Programs leadership will: <ul style="list-style-type: none"> • Provide training and support expenses for staff and parents on behavior intervention topics (Child Behavior Pathways, funding is provided in quality under contractual).

Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards

BII. Quality Improvement, 4 Stars: Sites rated as 4 stars in 2014-15 (if any):

Please describe how Local Block Grant funds will be used to achieve or maintain maximum points for each element of the QRIS Rating Matrix, or to support one or more of the Professional Development Pathways (see Appendix).

<p>Element 1. <i>Child Observation</i></p>	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Develop a Desired Results Developmental Profile (DRDP) binder to assist teachers in organizing their anecdotal notes and portfolio on each child, which meets state requirements for data collection (Printing costs are allocated in quality materials and supplies). • Provide laptops for each classroom to assist teachers in documentation and collection of data to support DRDP 2015 (Funding is allocated in quality and PLC materials and supplies for the purchase of refurbished laptops). • Provide tablets for supervisors to assist in conducting observations and training (Funding is allocated in quality materials and supplies for the purchase of tablets). • Collaborate with OCDE and community college staff to provide meaningful observation trainings. • Provide one-on-one technical assistance to individual teaching staff; monitor observations monthly; and, provide feedback with additional coaching as needed by trainer of trainer DRDP supervisors. • Require each teacher to upload DRDP results using DRDP Tech. • Conduct DRDP 2015 twice a year. • Provide additional assignment hours for each teacher to complete the DRDP 2015 assessment and documentation on each child (20 hours per teacher of additional assignment hours are indicted in quality personnel and benefits). • Provide a comprehensive curriculum framework that links the DRDP measures and the Learning Foundations to the units of study. Monthly planning sheets would be provided that will assist teachers in lesson planning with the assurance all DRDP measures and standards are being implemented on a daily/weekly basis. • Assist teachers in analyzing the DRDP data to identify areas that fall below developmental benchmarks. Lesson plans would be developed to assist children with advancing in their development. • Provide a Multi-tiered System of Support (MTSS) for all children that will assist teachers at the classroom and site level; and, will result in a tiered process for universal, strategic, and intensive support in the academic, social/emotional, and behavioral areas of development. • Provide parent conferences twice a year regarding the needs of the child, as well as at other times during the school year, as needed.
<p>Element 2. <i>Developmental</i></p>	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Require parents at the time of enrollment to complete and return a

Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards

<p>and Health Screenings</p>	<p>developmental/health history form and a physician's clearance from the child's pediatrician.</p> <ul style="list-style-type: none"> • Request parents complete an Ages and Stages Questionnaire (ASQ) screening tool for their child, providing crucial information on their child's development. • Subscribe to ASQ online so that parents can submit their questionnaire online upon enrollment and allow the program to run ASQ reports on all children for overall data analysis at the beginning of the school year (Funding for the ASQ online service is indicated in quality under materials and supplies). • Schedule an outside agency to assist Spanish speaking families with completion of the the ASQ during the final enrollment process for their child. • Assess student scores that fall below the norm in social/emotional development and request that parents complete the ASQ SE on their child. • Facilitate teachers, CSP 3 support staff, and school readiness nurses to identify concerns based upon health information and ASQ data, along with follow-up. • Provide a Multi-tiered System of Support (MTSS) to assist teachers at the classroom and site level resulting in a tiered support for universal, strategic, and intensive support in social/emotional and behavior areas. • Develop a plan of action to address concerns within the first 60 days of enrollment. • Identify children at risk and provide COPE parent support services and social skills intensive support with staff training (Funding for support services will be provided by Child Behavior Pathways under quality contractual). • Identify speech/language delays and refer parents to the Learning Link, Speech Pathologist, and District's Special Education Department. • Provide a plan for the School Readiness nurses to conduct hearing and vision screenings on a percentage of all children in the state program and identified needs in the fee based program for the year (Nurses will be funded 10% of their overall salaries out of the grant which is indicated in quality personnel and benefits). • Provide additional dollars to provide nursing supplies for the screenings and mileage reimbursement for visiting the various sites (Funding for supplies is in quality materials and supplies in addition to mileage). • Provide brochures on school readiness for all families (Funding for materials is in quality materials and supplies).
<p>Element 3. Minimum Qualifications</p>	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Require all teachers to possess a California Children's Center Teacher Permit, Master Teacher Permit, or Site Supervisor Permit.

Form B. Action Plan for QRIS Local Block Grant Quality Improvement (QI) Awards

<p>for Lead Teachers</p>	<ul style="list-style-type: none"> • Provide opportunities for professional growth training within the district that results in a minimum of 21 hours during teacher work time. • Provide assistance to teachers to continue in their pursuit of a bachelor's degree in early childhood or a related field for the remaining 37% of currently employed teachers. • Due to contractual issues with the teachers, we cannot require teachers to complete their bachelor's degree with one time funding. • Encourage state teachers who have not completed a bachelor's degree to participate in AB 212, funded through the Orange County Child Care Planning Council, which provides reimbursement and a stipend for completing a degree program. • Provide a standard for all teachers to have a minimum of 2-3 years teaching experience.
<p>Element 4. Effective Teacher-Child Interactions</p>	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Conduct training on the Classroom Scoring System (CLASS) tool for teaching staff and provide materials for in-classroom use. • Facilitate all staff participating in the OCDE CLASS PLC component training in the fall of 2015 and winter of 2016. • Schedule an independent rater for the CLASS tool through the QRIS Race to the Top Initiative. • Maintain enrollment in the QRIS Race to the Top initiative, which provides coaching and support to teachers for the improvement of effective teacher-child interactions. • Maintain supervisors and director as certified reliable raters in the CLASS tool providing additional support. • Maintain one supervisor and the director as certified Trainer of Trainers in the CLASS tool. • Conduct staff training and coaching in raising CLASS scores specifically in the Instructional Support domain. • Provide a program minimum benchmark of 5.5 in the Emotional Support/Classroom Organization domain and a score of 3.5 in the Instructional Support domain. • Develop a plan of action and timeline for each teacher when scores fall below this standard along with coaching support.
<p>Element 5. Ratios and Group Size</p>	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Ensure a ratio of 1:8 is maintained in each classroom, thus meeting the Title 5 regulations for teacher to student ratios. • Encourage parents to volunteer in their child's classroom resulting in a lower adult to student ratio. • Currently employ one teacher and two instructional assistants for each classroom of 24 students. • Consider ways of reducing class sizes to 20 in the future (Maximizing staffing to class sizes in meeting the state contract is a barrier to

**Form B. Action Plan for QRIS Local Block Grant Quality Improvement
(QI) Awards**

	reducing the class by 4 students to meet a five star rating).
Element 6. Program Environment	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Ensure classrooms are equipped and set up with developmentally age-appropriate furniture, equipment, and materials. • Monitor the classroom set up as arranged by interest areas (art/sensory, block, dramatic play, science/math, manipulative, writing, library/quiet individual space, and outdoor play for motor development). • Maintain enrollment in the QRIS Race to the Top initiative which provides coaching and support to the teachers for the improvement of the program environment. • Schedule an independent rater for the ERS tool through the QRIS Race to the Top Initiative. • Establish a program minimum benchmark of 5.5 as an average of all sub scales. • Develop a plan of action and timeline for each teacher when scores fall below this standard along with coaching support.
Element 7. Director Qualifications	<p>The CUSD Early Childhood Programs leadership currently provides:</p> <ul style="list-style-type: none"> • A program director with a Doctorate in Educational Leadership, 30 units in child development (including specialized courses, 8 administration/supervision), a Program Director Permit, 21 hours of professional development annually, a CTE CA Credential in Child Development and Family Studies, and 28 years of administration in early childhood education. The director will provide oversight of the State Block Grant (Funding is in quality personnel and benefits). • Two program supervisors with Masters degrees in child development, 30 units in child development (including specialized courses, 8 administration/supervision), a Program Director Permit, 21 hours of professional development annually, and a minimum of 17 years in administration in early childhood education. • Site supervisors at each preschool site directly oversee classroom licensing compliance, hold a current Site Supervisor Permit, and 21 hours of professional development annually.
PD Pathway School Readiness	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Provide training on school readiness through an outside agency (Chancy and Bruce Educational Resources) in addition to providing parents the opportunity to have their child screened for school readiness at a minimal cost (Funding is provided for training in quality under contractual).
PD Pathway Social-	<p>The CUSD Early Childhood Programs leadership will:</p> <ul style="list-style-type: none"> • Provide training opportunities for staff on social/emotional

**Form B. Action Plan for QRIS Local Block Grant Quality Improvement
(QI) Awards**

Emotional Development	development using staff.
PD Pathway Health, Nutrition, and Physical Activity	The CUSD Early Childhood Programs leadership will: <ul style="list-style-type: none"> • Provide training opportunities for staff on health and nutrition and physical development using staff.
PD Pathway Effective Teacher-Child Interactions	The CUSD Early Childhood Programs leadership will: <ul style="list-style-type: none"> • Provide training opportunities for staff on CLASS and support materials that enhance effective teacher-child interactions using staff.
PD Pathway Professional Development	The CUSD Early Childhood Programs leadership will: <ul style="list-style-type: none"> • Provide training opportunities for teachers to attend monthly training opportunities through the district.
PD Pathway Environment	The CUSD Early Childhood Programs leadership will: <ul style="list-style-type: none"> • Conduct training on the Environment Rating Scale (ERS) tool in collaboration with OCDE for all staff providing guidance on specific subscales and raising ERS scores (Funding available in quality contractual).
PD Pathway Program Administration	The CUSD Early Childhood Programs leadership will:
PD Pathway Family Engagement	The CUSD Early Childhood Programs leadership will: <ul style="list-style-type: none"> • Provide training and support expenses for staff and parents on behavior intervention topics (Child Behavior Pathways, funding is provided in quality under contractual).

Form C. Action Plan for QRIS Local Block Grant Professional Learning Community (PLC) Funds

Please check one:

☐ Agency is NOT applying for PLC Funds.

XX Agency is applying for PLC Funds of up to \$1,500 per CSPP-funded session, and will meet the PLC project requirements as described below:

In the tables below, indicate how Agency plans to meet all PLC Grant requirements by addressing all three PLC Goals. Plan must include details on how QRIS Local Block Grant PLC Award funds will be spent on or before 6/30/2016.

PLC Goal: 1.0 Professional Development	
<p>Goal 1.1 Enhance Knowledge of PLCs for ECE Leadership</p> <p>Minimum Requirements</p> <p>Directors and/or Site Supervisor will complete:</p> <ul style="list-style-type: none"> • PLC for ECE Leaders: Supporting Effective PLCs part 1 (offered by OCDE late 2015) • PLC for ECE Leaders: Supporting Effective PLCs part 2 (offered by OCDE winter 2016) 	<p>Expected Completion Date(s)</p>
<p>Goal 1.1 Action Plan:</p> <p>The Early Childhood Programs leadership will complete the following training opportunities provided by OCDE in late 2015 and the winter of 2016.</p> <ul style="list-style-type: none"> • PLC for ECE Leaders: Supporting Effective PLCs part 1 • PLC for ECE Leaders: Supporting Effective PLCs part 2 <p>Supervisor Liz Watters will provide oversight and leadership to the PLC ensuring that staff are participating, gaining insights, and receiving the appropriate documentation (Funding is provided under PLC personnel and benefits for salary and quality under travel for mileage).</p>	<p>Fall 2015</p> <p>Winter 2016</p> <p>September – June 2016</p>

Form C. Action Plan for QRIS Local Block Grant Professional Learning Community (PLC) Funds

<p>Goal 1.2</p> <p>Enhance Knowledge of PLCs for Teachers and Instructional Assistants</p> <p>Minimum Requirements</p> <p>Program leadership will offer ongoing support to teaching staff to ensure effective use of PLC time.</p>	<p>Expected Completion Date(s)</p>
<p>Goal 1.2 Action Plan:</p> <p>The Early Childhood Programs leadership will provide opportunities for all staff to attend all PLC trainings offered through OCDE during the school year. The staff will be compensated through additional assignment hours based on their regular hourly rate as established by the district.</p> <ul style="list-style-type: none"> • <i>CA Preschool Learning Foundations as a Basis for PLCs training</i> • <i>DRDP 2015 training</i> • <i>Meaningful Observation and Documentation training</i> • <i>Professional Learning Communities training</i> 	<p>September – June 2016</p>

PLC Goal: 2.0 Teaching Staff Meet as Professional Learning Communities (Choose one option below)		
<p>Option 1: Site teachers and instructional assistants will meet collaboratively using PLC protocols and templates from Intro to PLC training, 2x per month January – June 2016. Sign-in sheet from PLC meetings will be uploaded to WELS</p>	<p>Option 2: Site teachers and instructional assistants will meet collaboratively using PLC protocols and templates from Intro to PLC training, 1x per month <u>and</u> site teachers meet without instructional assistants 1x per month January – June 2016. Sign-in sheet from PLC meetings will be uploaded to WELS</p>	<p>Expected Completion Date(s)</p>
<p>Goal 2.0 Action Plan:</p> <p>Option 2: Site teachers and instructional assistants will collaboratively meet once per month during January - June 2016.</p> <p>The preschool teachers and site facilitators will meet with their instructional assistants once per month for 1 hour at their school site. A program calendar will be established at the beginning of the school year (by October 1, 2015) showing when, where, and the time of each collaborative meeting for each school site. Site supervisors will provide an agenda template to each teacher to assist in the facilitation of each collaborative meeting. At the time of the meeting, a timekeeper and notetaker will be established by the supervisor. Minutes will be documented via laptops by the notetaker and retained for future use. (Funding</p>		<p>January – June 2016</p>

**Form C. Action Plan for QRIS Local Block Grant
Professional Learning Community (PLC) Funds**

for technology is in quality under materials and supplies and PLC under equipment). Site Supervisors will be available to support each collaborative meeting, upon request.

Site teachers will meet without instructional assistants once per month during January - June 2016. The preschool teachers will meet with other teachers once per month for 1 hour at locations throughout the district. A program calendar will be established by the supervisors at the beginning of the school year (by October 1, 2015) showing the time and location, focusing on department and classroom goals. Site supervisors will be provided an agenda and copies of any handouts for each collaborative meeting. A sign-in sheet will be provided by the supervisors at the time of the meeting (Funding is provided under PLC personnel and benefits).

At the beginning of the year, teachers will sign up for the following roles: meeting facilitator, timekeeper, or notetaker (each teacher will have the opportunity to serve in one of these roles). At the meetings, supervisors will record and retain the minutes and handouts for future use. Site supervisors and teachers will be available to support one another at each collaborative meeting (Funding for printing of materials is under PLC materials and supplies).

AGENCY NAME: CUSD

QI QI Award Budget Narrative Provide justification for each Quality Improvement/Improvement (QI) expenditure category, and include information about roles, time base, salary of the staff and consultants, equipment specifications and justification, and a clear description of services to be contracted.					
1) Personnel and Benefits The following requested personnel will work on Project:					
QRIS Rating Matrix Element(s)	Position	Description of Work	% FTE (enter as a decimal)	Base Salary w/ Benefits	Total (Includes benefits)
1-7	Program Director	Oversight of the Block Grant	20%	\$26,159.49	31,914.58
2	Preschool Nurse	Conducting Hearing & Vision Screens	10%	\$10,905.15	13,304.28
1	(29) Teachers & Site Facilitators	DRDP & ERS Data Collection (20 hours each)	Average Rate (\$32)	\$15,338.16	18,712.56
6	Site Facilitators	Oversight of Classroom Quality (30-40 hours each)	Average Rate (\$32)	\$9,923.18	12,106.28
1 & 2	Supervisor	Coordinating ASQs	5%	4,100.04	5,002.04
Total QI Personnel and Benefits					\$ 81,039.75
2) Materials and Supplies					
QRIS Rating Matrix Element(s)	Item Description	Purpose	Total		
1 & 6	Technology Equipment: Laptops, Tablets & Projectors	Data Collection	\$14,000.00		
1	DRDP & Brochure Printing	DRDP Notebooks & Readiness Brochures	\$1,750.00		
2	Nursing/Health Supplies	Health Screening	\$2,250.00		
2	ASQ Online Services	Collect ASQ Developmental Data	\$1,000.00		
Total QI Materials & Supplies			\$18,000.00		
3) Equipment < \$5,000					
QRIS Rating Matrix Element(s)	Item Description	Purpose	Total		
Total QI Equipment < \$5,000			\$0.00		
4) Travel					
QRIS Rating Matrix Element(s)	Purpose	# Trips	\$ per Trip	Total	
2	Nurses' Mileage	100	18	\$1,800.00	
1, 4 & 6	Supervisors' Mileage	100	18	\$1,800.00	
Total QI Travel				\$3,600.00	
6) Contractual					
QRIS Rating Matrix Element(s)	Description of Product/Service, and Vendor	Cost	Total		
2	Chancy & Bruce School Readiness Service	2 workshops & consultation	\$500.00		
6	OCDE ERS Training	1 workshop	\$375.00		
2	Child Behavior Pathways Training & Classes	4 trainings & 2 classes	\$7,500.00		
Total QI Contractual			\$8,375.00		
5) Capital Outlay					
QRIS Rating Matrix Element(s)	Product/Service, and Vendor	Cost	Total		
Total QI Capital Outlay			\$0.00		
Prior Approval required					
7) Stipends and/or Additional Hours Enter Hourly rate and # of hours QI Stipend					
Description of Activity	Position Title/Name	Hourly Rate	# of Hours	Stipend Amount	Total Add'l Pay
Total PLC Stipends/ Additional Hours					\$0.00
State Approved Indirect Rate	3.77%				
9) Total QI Indirect Costs	\$4,185.26				
10) Total QI Costs (Including Indirect)	\$115,200.00	***Total expenses including Indirect may not exceed your allocation.			

AGENCY NAME: CUSD

DII. PLC Award Budget Narrative

Provide justification for each PLC expenditure category, and include information about roles, time base, salary of the staff and consultants, equipment specifications and justification, and a clear description of materials and services to be contracted

1) Personnel and Benefits

The following requested personnel will work on Project

QRIS Rating Matrix Element(s)	Position	Description of Work	% FTE	Base Salary w/ Benefits	Total (Includes benefits)
2	(29) Preschool Teachers and Site Supervisors	12 PLC Hours	Average Hourly Rate (\$32)	\$9,243.89	\$11,277.51
2	(42) Preschool Instructional Assistants	6 PLC Hours	Average Hourly Rate (\$20)	\$4,426.23	\$5,400.00
1	Supervisor- Liz Watters	Oversight of PLC Training	15.00%	\$13,646.40	\$16,635.61
Total PLC Personnel and Benefits					\$33,313.12

2) Materials and Supplies

QRIS Rating Matrix Element(s)	Item Description	Purpose	Total
2	PLC Protocols Printing	PLC Training Materials	\$1,000.00
Total PLC Materials and Supplies			\$1,000.00

3) Equipment <\$5,000

QRIS Rating Matrix Element(s)	Item Description	Purpose	Total
2	Technology Equipment 8 Laptops	PLC & DRDP Data Collection	\$3,000.00
Total PLC Equipment<\$5,000			\$3,000.00

4) Travel

QRIS Rating Matrix Element(s)	Purpose for Travel	# Trips	\$ per Trip	Total
1	Teachers' Mileage	15	18	\$270.00
Total PLC Travel				\$270.00

6) Contractual

QRIS Rating Matrix Element(s)	Description of Product/Service, and Vendor	Cost	Total
Total PLC Contractual			\$0.00

5) Capital Outlay (over \$5,000)

QRIS Rating Matrix Element(s)	Product/Service, and Vendor	Cost	Total
Total PLC Capital Outlay			\$0.00

**** Prior Approval required**

7) Stipends and/or Additional Hours

Enter Hourly rate and % of hours for Stipend

Description of Activity	Position Title/Name	Hourly Rate	# of Hours	Stipend Amount	Total Add'l pay
Total PLC Stipends/ Additional Hours					\$0.00

State Approved

Indirect Rate	3.77%
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9) Total PLC Indirect Costs

\$1,416.88

10) Total PLC Costs (Including Indirect)

\$39,000.00

****Total expenses including Indirect may not exceed your allocation.**

QRIS Local Block Grant Budget

Agency Name: CUSD

Quality Improvement (QI)		
	<u>Personnel</u>	
	TOTAL QI PERSONNEL	\$81,039.75
Object	<u>Operations</u>	
4300	Materials and Supplies	\$18,000.00
4400	Equipment < \$5,000	\$0.00
5200	Travel	\$3,600.00
5800	Contractual	\$8,375.00
6000	Capital Outlay	\$0.00
	Stipends/Hourly	\$0.00
	TOTAL QI OPERATIONS	\$29,975.00
	TOTAL QI DIRECT COSTS	\$111,014.75
	TOTAL QI INDIRECT	\$4,185.26

Professional Learning Communities (PLC)		
	<u>Personnel</u>	
	TOTAL PLC PERSONNEL	\$33,313.12
Object	<u>Operations</u>	
4300	Materials and Supplies	\$1,000.00
4400	Equipment < \$5,000	\$3,000.00
5200	Travel	\$270.00
5800	Contractual	\$0.00
6000	Capital Outlay	\$0.00
	Stipends	\$0.00
	TOTAL PLC OPERATIONS	\$4,270.00
	TOTAL PLC DIRECT COSTS	\$37,583.12
	TOTAL PLC INDIRECT	\$1,416.88

TOTAL GRANT FUNDS FY 2015-16	\$154,200.01
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CALIFORNIA DEPARTMENT OF EDUCATION
ATTENDANCE AND FISCAL REPORT FOR CALIFORNIA STATE PRESCHOOL PROGRAMS
 CDFS 8501 Pg. 1 of 4 (08/15)

Please read instructions before completing report.

REPORTING PERIOD		Contract Number	County Number	Vendor Code
Month Ending	Year		Click to Select	
Click to Select	Click to Select			

Mail completed report to:
 CALIFORNIA DEPARTMENT OF EDUCATION
 Child Development Fiscal Services
 1430 N Street, Suite 2213
 Sacramento, CA 95814-5901

FULL NAME OF CONTRACTOR:				FISCAL ANALYST:	Click to Select Fiscal Analyst
SECTION I –	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
CERTIFIED CHILDREN	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)	ADJUSTMENT FACTOR	ADJUSTED DAYS OF ENROLLMENT (Col. C x Col. D) (Do not round)
DAYS OF ENROLLMENT					
<i>Three and Four Year Olds</i>					
Full-time-plus			-	1.1800	-
Full-time			-	1.0000	-
Three-quarters-time			-	0.7500	-
One-half-time			-	0.6195	-
<i>Exceptional Needs</i>					
Full-time-plus			-	1.4160	-
Full-time			-	1.2000	-
Three-quarters-time			-	0.9000	-
One-half-time			-	0.6195	-
<i>Limited and Non-English Proficient</i>					
Full-time plus			-	1.2980	-
Full-time			-	1.1000	-
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6195	-
<i>At Risk of Abuse or Neglect</i>					
Full-time-plus			-	1.2980	-
Full-time			-	1.1000	-
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6195	-
<i>Severely Disabled</i>					
Full-time-plus			-	1.7700	-
Full-time			-	1.5000	-
Three-quarters-time			-	1.1250	-
One-half-time			-	0.6185	-
TOTAL DAYS OF ENROLLMENT	-	-	-		-
DAYS OF OPERATION			-		
DAYS OF ATTENDANCE			-		



NO NONCERTIFIED CHILDREN Check this box and continue to Section III if no noncertified children are enrolled in the program.

CALIFORNIA DEPARTMENT OF EDUCATION
ATTENDANCE AND FISCAL REPORT FOR CALIFORNIA STATE PRESCHOOL PROGRAMS
CDFS 8501 Pg. 2 of 4 (08/15)

Please read instructions before completing report.

REPORTING PERIOD		Contract Number	County Number	Vendor Code
Click to Select	Click to Select	-	Click to Select	-

Note: Section II – Information for noncertified children must be submitted as a part of this report. If you do not serve noncertified children, check the box on page 1 and omit this page.

FULL NAME OF CONTRACTOR:				FISCAL ANALYST: Click to Select Fiscal Analyst	
SECTION II–	COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E
NONCERTIFIED CHILDREN Report all children who are not certified but are served at the same site(s) as certified children. Complete this section according to the instructions given for Section I.	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)	ADJUSTMENT FACTOR	ADJUSTED DAYS OF ENROLLMENT (Col. C x Col. D)
Toddlers (18 up to 36 months)					
Full-time-plus			-	1.652	-
Full-time			-	1.400	-
Three-quarters-time			-	1.050	-
One-half-time			-	0.770	-
Three and Four Year Olds					
Full-time-plus			-	1.1800	-
Full-time			-	1.0000	-
Three-quarters-time			-	0.7500	-
One-half-time			-	0.6195	-
Exceptional Needs					
Full-time-plus			-	1.4160	-
Full-time			-	1.2000	-
Three-quarters-time			-	0.9000	-
One-half-time			-	0.6195	-
Limited and Non-English Proficient					
Full-time plus			-	1.2980	-
Full-time			-	1.1000	-
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6195	-
At Risk of Abuse or Neglect					
Full-time-plus			-	1.2980	-
Full-time			-	1.1000	-
Three-quarters-time			-	0.8250	-
One-half-time			-	0.6195	-
Severely Disabled					
Full-time-plus			-	1.7700	-
Full-time			-	1.5000	-
Three-quarters-time			-	1.1250	-
One-half-time			-	0.6195	-
TOTAL DAYS OF ENROLLMENT					
	-	-	-		-

REPORTING PERIOD	Contract Number	County Number	Vendor Code
Click to Select	Click to Select	Click to Select	-

FULL NAME OF CONTRACTOR:			Click to Select Fiscal Analyst
	COLUMN A	COLUMN B	COLUMN C
	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)
SECTION III – REVENUE (See instructions)			
RESTRICTED INCOME			
Child Nutrition Programs			-
County Maintenance of Effort (EC Section 8279)			-
Other:			-
SUBTOTAL	\$ -	\$ -	\$ -
Transfer From Reserve - General <i>See Instructions</i>			-
Transfer From Reserve - Professional Development <i>See Instructions</i>			-
SUBTOTAL	-	-	-
Family Fees for Certified Children			-
Interest Earned on Apportionment Payments			-
UNRESTRICTED INCOME			
Fees for Noncertified Children			-
Head Start			-
Other:			-
TOTAL REVENUE	\$ -	\$ -	\$ -
SECTION IV – REIMBURSABLE EXPENSES (See instructions)			
Direct Payments to Providers (FCCH only)			-
1000 Certificated Salaries			-
2000 Classified Salaries			-
3000 Employee Benefits			-
4000 Books and Supplies			-
5000 Services and Other Operating Expenses			-
6100/6200 Other Approved Capital Outlay			-
6400 New Equipment (program-related)			-
6500 Equipment Replacement (program-related)			-
Depreciation or Use Allowance			-
Start-Up Expenses (service level exemption)			-
Budget Impasse Credit			-
Indirect Costs (Include in Admin Cost) Rate:			-
TOTAL REIMBURSABLE EXPENSES	\$ -	\$ -	\$ -
TOTAL ADMINISTRATIVE COST (Included in Section IV above)			-
COMMENTS:			
CERTIFICATION—I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.			
Signature of Contractor Designee (Original signature only)	E-mail Address	Telephone	Date
		ext.	
Contractor Fiscal Contact Name and Title	E-mail Address	Telephone	Date
		ext.	

☐ **NO SUPPLEMENTAL REVENUE** Check this box and omit Page 4.

CALIFORNIA DEPARTMENT OF EDUCATION
ATTENDANCE AND FISCAL REPORT FOR CALIFORNIA STATE PRESCHOOL PROGRAMS
CDFS 8501 Pg. 4 of 4 (08/15)

Please read instructions before completing report.

REPORTING PERIOD		Contract Number	County Number	Vendor Code
Click to Select	Click to Select	-	Click to Select	-

FULL NAME OF CONTRACTOR:			Click to Select Fiscal Analyst
	COLUMN A	COLUMN B	COLUMN C
	CUMULATIVE PRIOR PERIOD (Col. C Prior Report)	CURRENT PERIOD	CUMULATIVE FISCAL YEAR (Col. A + Col. B)
SECTION V – SUPPLEMENTAL REVENUE (See instructions)			
Enhancement Funding			-
Other:			-
			-
TOTAL SUPPLEMENTAL REVENUE	\$ -	\$ -	\$ -
SECTION VI – SUPPLEMENTAL EXPENSES (See instructions)			
1000 Certificated Salaries			-
2000 Classified Salaries			-
3000 Employee Benefits			-
4000 Books and Supplies			-
5000 Services and Other Operating Expenses			-
6000 Equipment/Capital Outlay			-
Depreciation or Use Allowance			-
Indirect Costs			-
NONREIMBURSABLE EXPENSES			
6100-6500 Nonreimbursable Capital Outlay			-
TOTAL SUPPLEMENTAL EXPENSES	\$ -	\$ -	\$ -
COMMENTS:			
CERTIFICATION—I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.			
Signature of Contractor Designee <i>(Original signature only)</i>	E-mail Address	Telephone	Date
	-	-	-
	- ext.		
Contractor Fiscal Contact Name and Title	E-mail Address	Telephone	Date
	-	-	-
	- ext.		

INSTRUCTIONS

Contractors Required to File This Report: Child Care and Development contractors operating a Center-based (Public and Private Program(s)), and/or Migrant Programs.

Report Deadlines: Reports must be submitted in accordance with the Child Care and Development contract Funding Terms and Conditions (FT&C) and Program Requirements. Monthly reporting is required by contractors who are on Conditional or Provisional status. All other contractors will submit reports according to the timelines listed below:

Period Ending	DUE to CDFS (postmarks do not qualify as receipt dates)
September 30	October 20
December 31	January 20
March 31	April 20
June 30	July 20

How to Submit the Report: The submission of the report is the responsibility of the contractor. The principal administrative officer may assign a contractor designee for completion of the report, but the contractor's Board is responsible for the accurate and timely submission of the report.

To be valid, a report must be complete, signed, and dated by the contractor designee. Please note that only original signatures are acceptable. Invalid reports or reports not received in the Child Development Fiscal Services Unit by the 20th of the month following the end of the reporting period will be deemed delinquent and all subsequent apportionments will be withheld until reporting requirements have been met.

REPORTING PERIOD - Click to select Month Ending and Year. This will auto-populate on all report pages.

CONTRACT NUMBER - Enter the contract number. This will auto-populate on all report pages.

COUNTY NUMBER - Click to select County.

VENDOR CODE - Enter Vendor Code.

FULL NAME OF CONTRACTOR - Enter Contractor Name.

FISCAL ANALYST - Click to select assigned Fiscal Analyst.

SECTION I – CERTIFIED CHILDREN: Report only children who have been certified as eligible for California Department of Education (CDE) subsidized services. A family is considered to be enrolled in the program when the application and certification forms have been completed, information has been verified, and forms have been signed. A child enrolled 6.5 hours to under 10.5 hours is considered full-time. A child enrolled 10.5 hours and over is considered full-time-plus. NOTE: "Infants" placed in Family Child Care Homes (FCCH) from center-based programs are reported in a separate FCCH infants category. Any other FCCH children should be placed in the appropriate category. NOTE: the category "Limited and Non-English Proficient" is only for children 2 years of age through kindergarten age. Enter the number of children enrolled in the appropriate category.

Enter the number of children enrolled in the appropriate category. For the first report of the fiscal year, use only Column B to enter enrollment data. Column A remains blank. Beginning with the second report, enter data from Column C of the previous report in Column A. Any adjustments should be made in Column A and reasons for the adjustments stated in the Comments Section following Section IV or on a separate sheet of paper. Report current period data in Column B. Column C is the sum of Columns A and B. Column E is the product of Column C and the corresponding "adjustment factors" shown in Column D. Do not use negative figures in any of the columns and do not round.

TOTAL DAYS OF ENROLLMENT – The sum of all Days of Enrollment in each of the appropriate categories.

DAYS OF OPERATION – Enter Days of Operation for the Current Period in Column B. A Day of Operation is a day the contractor provides child care and development services for one or more certified children enrolled.

DAYS OF ATTENDANCE – Enter Days of Attendance for the Current Period in Column B. A child is in attendance when he or she is present in the program for any part of a day or when he or she is absent because of illness or quarantine, illness or quarantine of the parent, family emergency, court-ordered visitation, or a reason which is clearly in the best interest of the child. This number must be equal to or less than the Days of Enrollment.

NO NONCERTIFIED CHILDREN – If your program does not serve Noncertified children, you are not required to submit Section II. Click to check the box at the bottom of Section I indicating No Noncertified Children. If the box is not checked, you must submit Section II or the report will be considered incomplete and delinquent.

SECTION II – NONCERTIFIED CHILDREN: Report all children in the appropriate category who are supported by another funding source (which may be another CDE contract type) and served in the same classroom as certified children.

TOTAL DAYS OF ENROLLMENT – The sum of all Days of Enrollment in each of the appropriate categories.

SECTION III – REVENUE: Report all revenue related to the program for both certified and noncertified children. Do not report child development apportionment payments received from CDE or funds required to be reported in Sections V and VI, Supplemental Revenue and Expenses.

RESTRICTED INCOME – Income that may only be expended for specific limited purposes.

CHILD NUTRITION PROGRAMS – Report revenue received from the CDE Nutrition Services Division deposited in the Child Development Fund.

COUNTY MAINTENANCE OF EFFORT – Report Maintenance of Effort funds received from the county pursuant to California Education Code Section 8279, which are restricted for childcare operating costs, in the current fiscal year.

Note: Report unrestricted Maintenance of Effort funds under Unrestricted Income "Other".

OTHER – Report field trip fees, sale of state purchased equipment, etc.

TRANSFER FROM RESERVE - List the dollar amount for any transfers of funds from the Reserve Account during the fiscal year in the appropriate category. CSPP Transfers from Reserve must be separated into **CSPP General Transfers** and **CSPP Professional Development Transfers**.*

***CSPP contractors** can retain a reserve fund balance equal to 15 percent of the sum of the MRAs of all center-based contracts contributing to the reserve. In addition to the previous 5 percent cap, now referred to as the CSPP General Reserve amount, contractors may retain an additional cap of 10 percent referred to as the CSPP Professional Development Reserve amount. The 5 percent CSPP General Reserve amount will continue to be used for "reasonable and necessary costs" (*Education Code* Section 8450) in excess of contract reimbursement for any center-based contract administered by the contractor. The 10 percent CSPP Professional Development Reserve amount is intended for, and will be restricted to, expenditures specifically associated with the professional development of CSPP instructional staff. NOTE: Transfers from a Reserve Account can be made only to contracts of the same type as the Reserve Account, and must be reported as Transfer from Reserve Fund for the contract that receives the transfer.

FAMILY FEES FOR CERTIFIED CHILDREN CSPP – Report family fees collected for certified children attending full-day preschool classrooms.

Fees for noncertified children should be reported under Unrestricted Income.

INTEREST EARNED ON APPORTIONMENT PAYMENTS – Report all interest earned on advanced CDE funds for this contract.

UNRESTRICTED INCOME – Report income that the donor has not restricted for use for certified children or income the donor has restricted for purposes that are not reimbursable to the contract, including services to children not subsidized by the contract.

Head Start Note: Report Head Start funds partnered with part-day preschool to create a full-day of care as Unrestricted Income.

SECTION IV – REIMBURSABLE EXPENSES: Report all expenses related to the program for both certified and noncertified children. Include all expenses related to the income reported in Section III plus contract funds. Title 5, Section 18063 regulations require that "Contractors shall report expenditures on an accrual basis." Report costs as they occur rather than when they are actually paid. Please round to whole numbers.

DIRECT PAYMENTS TO PROVIDERS (FCCH only) – Report provider payments for children served in Family Child Care Homes.

CERTIFICATED SALARIES – Salaries paid to employees in positions that require a credential or permit issued by the Commission on Teacher Credentialing, or a related Administrative Services Credential. (Refer to FT&C for staffing qualifications.)

CLASSIFIED SALARIES – All other salaries that are not certificated.

EMPLOYEE BENEFITS – Employers' contributions to retirement plans and health and welfare benefits.

BOOKS & SUPPLIES – Expenditures for books and supplies including costs of sales/use tax, freight, and handling charges.

SERVICES & OTHER OPERATING EXPENSES – Expenditures for services, rentals, leases, maintenance contracts, dues, travel, insurance, utilities, legal, and other operating expenditures.

CAPITAL OUTLAY – Amounts paid for fixed assets or additions to fixed assets, including land or existing buildings, the improvements of grounds, construction of buildings; additions to buildings, remodeling of buildings, or initial and additional equipment.

As specified in the "Funding Terms & Conditions" (FT&C), purchases for both New and Replacement Equipment may require prior written approval by the CDE, Early Education and Support Division.

NEW EQUIPMENT– Expenditures for movable personal property, including equipment such as vehicles, machinery, computer systems, and playground equipment.

EQUIPMENT REPLACEMENT– Expenditures for equipment replaced on a piece-for-piece basis. These expenditures must be identified for purposes of the calculation of the current expense of education (Education Code Section 41372).

DEPRECIATION OR USE ALLOWANCE – Taxes, insurance and maintenance may be claimed as part of actual and allowable costs for buildings or building improvements related to the child development program and equipment necessary for the operation of the program. See the FT&C for more information.

START-UP EXPENSES – Start-up (Service Level Exemption) for eligible contractors will be identified on the contract face sheet as a dollar amount and is a service-level exemption which is an amount that may be reimbursed without the required enrollment to earn it.

START-UP/CLOSE-DOWN EXPENSES – Similar to Start-Up, seasonal migrant contractors may incur unique costs associated with closing down and starting up agency operations to coincide with the periods of service needed by migrant families.

BUDGET IMPASSE CREDIT– Budget Impasse Credit for eligible contractors will be identified on the contract face sheet as a dollar amount and is a service level exemption which is an amount that may be reimbursed without the required enrollment to earn it.

INDIRECT COSTS – If claimed, an indirect cost allocation plan must be on file and available for review by the CDE staff and auditors. This rate is applied to budget categories 1000-5000 only in determining the maximum amount of indirect costs that are reimbursable under the contract. Rates are subject to audit verification.

ADMINISTRATIVE COST – Costs for activities that do not provide a direct benefit to the children, including any allowance for indirect costs and audits. Reimbursement of administrative costs may not exceed 15 percent of the funds provided.

COMMENTS – Provide any information that will assist in understanding unusual circumstances that are reflected in your report and any changes made to cumulative prior period data. Changes in days of operation, variations in enrollment or attendance, and delays in expenditures are some items that require explanations. When a correction is necessary, an amended report is not required (except for the June year-end). Adjustments should be made by reporting the corrected figures in Column A (prior period) of the next report to be filed. Do not use negative figures in any of the columns. Note in the Comments section or on an additional sheet of paper that the data in Column A reflects changes from prior reports, so it will be clear that the current data is correct and not a mistake in transferring the data from Column C of the prior report. When an amended report is submitted, all pages are required (including an original signature).

NO SUPPLEMENTAL REVENUE – If your program has no supplemental revenue you may omit Sections V and VI by checking this box. If this box is not checked, you must submit Sections V and VI or this report will be considered incomplete and delinquent.

SECTION V – SUPPLEMENTAL REVENUE: Report all supplemental revenue including income such as Head Start, First 5 enhancement funds, other enhancement funds, donations from individuals, foundation grants, corporate grants, or other funds intended to pay for projects or benefits beyond the basic child development services for certified or commingled children.

SECTION VI – SUPPLEMENTAL EXPENSES: Expenses listed in this section are to include all expenses related to the income reported in Section V. CDE will not reimburse the contractor for any expenses reported on this page. For additional information, see instructions for Section IV, Reimbursable Expenses.

NOTE: To print all pages, select Print Entire Workbook under Print Settings. To print each page on one page, select Fit Sheet on One Page under Print Settings.

NAME of CSPP Contractor

E-MAIL SIGNED HARD COPY & EXCEL VERSION TO THE LEA	Semi-Annual Reporting Form (From LEA to CDE)		
Categories of Spending	Amount spent in the first reporting period	Amount spent in the second reporting period	Total amount spent (Columns B+ C)
Increase in salaries	\$	\$	\$
Release Time/Substitutes	\$	\$	\$
Paid Pre-Service Day(s)	\$	\$	\$
Professional Development/coursework reimbursement	\$	\$	\$
Additional staff to reduce adult: child ratios	\$	\$	\$
Additional staff to cover time for PLC/completing ASCs or other assessments	\$	\$	\$
Other: Principal Facilitating PLC Process	\$	\$	\$
Subtotal	\$	\$	\$
Paid Pre-Service Day(s)	\$	\$	\$
Other: PLC Sub Pay for Release Days	\$	\$	\$
Subtotal	\$	\$	\$
Other: Mandatory Benefits for Above Salaries	\$	\$	\$
Subtotal	\$	\$	\$
Other:	\$	\$	\$
Subtotal	\$	\$	\$
Travel	\$	\$	\$
Equipment	\$	\$	\$
Workshop conference/registration fee	\$	\$	\$
Incentives/Teacher stipends	\$	\$	\$
Contracted/Purchased Professional Development Services	\$	\$	\$
Other:	\$	\$	\$
Subtotal	\$	\$	\$
Indirect Costs	\$	\$	\$
Grand Total	\$	Total Grant Award Amount Spent in this Quarter = \$	\$

CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.

Signature of CSPP Contractor (Original signature only)	Date
Name and Title (Please Print) :	
Fiscal Contact Name and Title	
Date	

Tab QRIS BG 1 - LEAD LEA'S DISBURSEMENT OF CSPP BLOCK GRANT AWARDS TEMPLATE

Use the information from this tab to fill out Tab 2

Cell #1: Please enter the LEA's name

Column A: Please enter your contractor's name, as seen in the example provided

Column B: Please enter the contractor's vendor number

Column C: Please enter the total number of classrooms/sites/other rated at a Tier 4 and receiving a CSPP QRIS Block Grant Award

Column D: Please enter the award amount for each site/classroom rated at a Tier 4

Column E: Will prepopulate based on what you inputted in Columns C and D

Column F: Please enter the total number of classrooms/sites rated at Tier 5 receiving a CSPP QRIS Block Grant Award

Column G: Please enter the award amount for each site/classroom rated at a Tier 5

Column H: Will prepopulate based on what you inputted for Columns F and G

Column I: Will prepopulate based on what you inputted for Columns C and F

Column J: Will prepopulate based on what you inputted for Columns D and G together

Tab QRIS BG 2 - CONSOLIDATED REPORT OF LEAD LEA'S DISBURSEMENT OF CSPP BLOCK GRANT AWARDS

NOTE: Due to CDE with Exp Rpt 1/Exp Rpt 2 - Final and QRIS BG 4

In Column B (the section in darker green), please mark only the ones that apply

Please fill out all information requested in the Certification area

Tab QRIS BG 3 - QUARTERLY REPORTING FORM from Contractors to Lead LEA

Please enter the CSPP Contractor's Name (the section in blue)

Please enter the amount spent in the first reporting period in each of the relevant categories

In any of the columns where you enter something in the column marked OTHER, please specify what it is by typing it in the spending category

Tab QRIS BG 4 - SEMI-ANNUAL REPORTING FORM from the Lead LEA to CDE

NOTE: Due to CDE with Exp Rpt 1/Exp Rpt 2 - Final and QRIS BG 2

Please enter the number of contractors spending in the first reporting period for each of the relevant categories

Please enter the amount spent in the first reporting period in each of the relevant categories

Please request that when the CSPP contractor submits form CDFS 8500 to CDE, they send you a copy of page 4 of the supplemental funds in addition QRIS BG 3 reporting form for that period.
Data entered here should match the total on CDFS Form 8500 regarding supplemental expenditures from this revenue source.

IDENTIFICATION AND EDUCATION UNDER SECTION 504

~~The Governing Board recognizes the need to identify and evaluate students with handicaps in order to provide them with appropriate educational opportunities. Such individuals may require reasonable accommodation under Section 504 of the Federal Rehabilitation Act of 1973.~~

~~The Superintendent or designee shall establish procedures whereby parents/guardians or staff may request screening and evaluation for any student they believe to have a handicap that significantly impairs learning. These specific procedures are included in BP 5152 which also addresses the filing of claims of discrimination.~~

~~A school site team of knowledgeable professionals shall meet to evaluate the student's eligibility under Section 504, and the student's parent/guardian shall be invited to participate on this team. The evaluation may include, but is not limited to, classroom and playground observation, performance-based testing, academic assessment information, and data offered by the parent/guardian.~~

~~If the student is found to have a defined handicap that significantly interferes with his/her learning, he/she shall be eligible for reasonable accommodation under Section 504, and the school site committee shall develop a written accommodation plan for the student. This plan shall specify the modifications which will be made in the regular education program in order to ensure the student a free appropriate education. It shall also include a schedule for periodic review of the student's needs and indicate that this review may occur sooner at the request of the parent/guardian or school staff.~~

~~(cf BP 5152 Section 504 Complaints of Discrimination)~~

~~The school site committee shall provide the parent/guardian with a written copy of the accommodation plan. If the committee determines that no accommodation is needed, the parent/guardian shall receive a record of the proceedings stating the basis for this decision. Parents/guardians shall also receive a copy of the procedural safeguards guaranteed under the Code of Federal Regulations, Title 34, Part 104.36.~~

~~(cf. 0420 Nondiscrimination in District Programs and Activities)~~

IDENTIFICATION AND EDUCATION UNDER SECTION 504 (continued)

Legal Reference:

EDUCATION CODE

49423.5 Specialized physical health care services

CODE OF REGULATIONS, TITLE 5

3051.12 Health and Nursing Services

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400 et seq. Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

701 et seq. Rehabilitation Act of 1973

794 Rehabilitation Act of 1973, Section 504

CODE OF FEDERAL REGULATIONS, TITLE 34

104.1 104.61 Nondiscrimination on the basis of handicap, especially

104.1 Purpose to effectuate Section 504 of the Rehabilitation Act of 1973

104.3 Definitions

104.35 Evaluation and placement

104.36 Procedural safeguards

Course of Study Recommendations for 2016-17

Board Policy 6143 requires that “the Governing Board shall adopt a course of instruction which sufficiently prepares students for the high school course of study required by state law. The Superintendent or designee shall keep the Board informed of any changes in the high school curriculum.” In order to ensure our students are prepared for the 21st Century, the changes in standards and a-g requirements, the following courses are proposed for the 2016-17 secondary course catalog (see Course Catalog Proposal attached). Included in the matrix is the proposed course title, description, and course detail. Additional course information (including course syllabi) can be viewed through Education Services, Secondary Division.

**COURSE CATALOG PROPOSAL
2016-17**

Course	Description	Grade Range	Department	Credits Per Semester	A-G Status	Term
Physical Therapy Aide	This course is designed to provide skills necessary for employment in a physical therapy department, hospital, orthopedic office with physical therapy and chiropractic office. Provides practices in: Vital signs, preparation of patient care, physical therapy procedures and modalities, infection control, proper ,transferring techniques, therapeutic exercise, massage, assisting with ambulation and gait training, use of physical therapy agents, chart documentation, proper protocol for patient privacy (HIPAA), appointment scheduling, referral process, and billing techniques.	9-12	ROP/CTE	5	“g” approved	Yearlong
Culinary Arts	Prepare for an entry-level position in the restaurant/food service industry. Learn safety and sanitation, nutrition basics, and food service operations. Instruction includes planning, preparation, cooking and presentation techniques for a wide variety of food.	9-12	ROP/CTE	5		Semester

Course	Description	Grade Range	Department	Credits Per Semester	A-G Status	Term
Pharmacy Technician	This course is designed to provide the student with the skills and knowledge required to earn a license through PTCB and gain employment as a Pharmacy Technician. Prerequisite: Successful completion of Intro to Pharmacy Tech or Pharmacy Clerk.	10-12	ROP/CTE	5		Yearlong

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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. Chauhan, Desh	Sch Bus Driver	Retirement	09/01/2000	06/09/2016
2. Curtis, Eva	Speech Language Pathologist Asst	Voluntary	03/26/2007	05/02/2016
3. Dye, Janette	Tech Support Spec I	Retirement	10/07/1996	07/06/2016
4. Fuller, Cynthia	Attendance Clerk	Relocation	10/06/2003	06/16/2016
5. Gerard, Marzi	IF-Sp Ed	Voluntary	01/26/2012	04/01/2016
6. Getty, Susan	Elem Office Mgr	Retirement	11/04/1993	04/20/2016
7. Lee, Chia Lun	Blngl Presch Teacher	Voluntary	09/05/2012	06/10/2016
8. Siebert, Elaine	FS Worker	Retirement	03/11/2003	06/09/2016

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
9. Estrada, Angel	Groundskeeper (12mo/40hpw)	\$ 2,959.14 mo	R27-1	05/09/2016
10. Mechling, Gary	HVAC Tech (12mo/40hpw)	\$ 4,079.72 mo	R40-1	05/09/2016
11. Romberg, Stephanie	IBI Supvr (12mo/40hpw)	\$90,549.00 yr	MGMT R41-20	05/23/2016
12. Torres-Sanchez Jr., Jesus	Custodian I (12mo/40hpw)	\$ 2,886.97 mo	R26-1	04/28/2016

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
13. Baker, Rochelle	IF- Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	05/09/2016
14. Harris, Rebecca	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.86 hr	R20-1	05/02/2016

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
15. Hurt, Staci	IF- Sp Ed (9.5mo/17.5hpw)	\$15.62 hr	R22-1	04/28/2016
16. Rodriguez, Mary	IF- Sp Ed (9.5mo/32.5hpw)	\$16.64 hr	R22-3	05/02/2016
17. Santillan, Fernanda	FS Worker (9.5mo/15hpw)	\$12.82 hr	R14-1	05/09/2016
<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
18. Calma, Dave	Sub Custodian	\$16.66 hr	R26-01	05/04/2016
19. Carlsrud, Macklin	Storekeeper/Delivery Driver	\$17.50 hr	R28-01	05/09/2016
20. Cherone, Dan	Storekeeper/Delivery Driver	\$17.50 hr	R28-01	05/09/2016
21. Cua, Holly	Student Supvr	\$10.00 hr		10/01/2015
22. Johnson, Cristina	Student Supvr	\$10.00 hr		05/03/2016
23. Kelley, Kim	Student Supvr	\$10.00 hr		04/23/2016
24. Sosa, Daniel	Sub Custodian	\$16.66 hr	R26-01	04/29/2016
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
25. Edwards, Carrie	Student Supvr	\$10.00 hr		04/11/2016
26. Hurt, Robert	Student Worker	\$10.00 hr		04/25/2016- 06/30/2016
27. Mendoza, Ryan	Student Worker	\$10.00 hr		04/15/2016- 06/01/2016
28. Runneboom, Michelle	Student Supvr	\$10.00 hr		03/01/2016
29. Velasquez, Jacqueline	Student Worker	\$10.00 hr		04/25/2016- 06/30/2016

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APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
30. Culver, Glenn	Volleyball, Girls' (Head)	Dana Hills HS	\$ 3,367.00	08/01/2016- 11/02/2016
31. Elkins, Dave	Lacrosse, Girls' (Head)	Aliso Niguel HS	\$ 3,367.00	02/27/2016- 05/01/2016
32. Harrison, Kenneth	Track, Girls' (Asst)	Tesoro HS	\$ 2,693.00	02/27/2016- 05/06/2016
33. Macias, Laura	Softball, Varsity (Asst)	San Clemente HS	\$ 3,142.00	02/15/2016- 05/14/2016

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
34. Owens, John	Wrestling, Girls' (Asst)	San Clemente HS	\$ 134.65	02/01/2016

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
35. Anderson, Erin	Lacrosse, Girls' (Asst)	San Clemente HS	\$ 3,000.00	02/14/2016- 05/14/2016
36. Cardenas Garcia, Erik	Baseball, Freshman (Asst)	San Juan Hills HS	\$ 2,500.00	02/01/2016- 06/01/2016
37. Carey, Peter	Soccer	San Juan Hills HS	\$ 2,000.00	04/01/2016- 06/01/2016

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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>
38. Corder, Rich	Football, (Asst)	San Clemente HS	\$ 2,500.00	07/01/2016- 07/23/2016
39. Diaz, Jason	Football, (Asst)	San Clemente HS	\$ 2,500.00	07/01/2016- 07/23/2016
40. Douglass, Don	Football, (Asst)	San Clemente HS	\$ 2,500.00	07/01/2016- 07/23/2016
41. Fraser, David	Baseball, JV (Asst)	San Juan Hills HS	\$ 2,500.00	02/01/2016- 06/01/2016
42. Joyce, Kevin	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,591.00	03/23/2016- 04/30/2016
43. Kohler, Thomas	Volleyball, Boys' Frosh/Soph (Asst)	San Juan Hills HS	\$ 3,000.00	02/15/2016- 05/06/2016
44. Kopp, Troy	Football, (Asst)	San Clemente HS	\$ 4,000.00	07/01/2016- 07/23/2016
45. Law, Marquise	Football, (Asst)	San Clemente HS	\$ 2,500.00	07/01/2016- 07/23/2016
46. Madden, Chris	Lacrosse, Boys' (Asst)	San Clemente HS	\$ 2,500.00	02/15/2016- 05/14/2016
47. Mitchell, Lee	Track, (Asst)	Tesoro HS	\$ 2,500.00	03/15/2016- 05/12/2016
48. Montecinos, Oscar	Football, (Asst)	San Clemente HS	\$ 1,500.00	07/01/2016- 07/23/2016
49. Napora, Justin	Baseball, Freshman (Head)	San Juan Hills HS	\$ 2,500.00	02/01/2016- 06/01/2016
50. Nealy, Billy	Football, Varsity (Asst)	San Juan Hills HS	\$ 3,400.00	03/01/2016- 06/30/2016
			\$ 2,000.00	07/01/2016- 07/30/2016

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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>
51. Nesbit, Arik	Track, Boys' (Asst)	San Clemente HS	\$ 700.00	02/15/2016- 05/07/2016
52. Nikolendo, Max	Athletic Trainer	Dana Hills HS	\$ 10,000.00	01/01/2016- 06/01/2016
53. O'Brien, Connor	Football, (Asst)	San Clemente HS	\$ 2,500.00	07/01/2016- 07/23/2016
54. Ohlen, Micah	Athletic Trainer	San Juan Hills HS	\$ 2,000.00	03/01/2016- 05/01/2016
55. Roberts, Nathan	Golf, JV (Head)	San Juan Hills HS	\$ 2,500.00	02/15/2016- 05/06/2016
56. Verwayne, Brandon	Baseball, JV (Asst)	San Juan Hills HS	\$ 2,500.00	02/01/2016- 06/01/2016

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
57. Copeland, Therese	Inst Asst-Presch (9.5mo/10hpw)	Inst Asst-Presch (9.5mo/15hpw)	R23-3	05/25/2016

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
58. Cibrian, Maria	Student Supvr TAA NTE 1hr (Provide student supervision)	04/14/2016
59. Hernandez, Adelina	Student Supvr TAA NTE 1.5 hrs (Provide student supervision)	04/18/2016- 04/29/2016

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
60. Perez, Rosa	Student Supvr TAA NTE 1 hr (Provide student supervision)	04/14/2016
61. Vega, Sojahni	Student Supvr TAA NTE 20 hrs (Provide student supervision)	03/01/2016- 06/09/2016

**APPROVE SUMMER EMPLOYMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
62. Becerra, Cecilia	Presch Teacher	06/17/2016- 07/15/2016
63. Downhower, Susan	Inst Asst-Presch	06/17/2016- 07/15/2016

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<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Aguirre Perez, Karla	Sub Teacher	District Initiated	01/29/2015	04/20/2016
2. Ainsworth, Sage	Sub Teacher	District Initiated	06/25/2015	04/20/2016
3. Barron, Halima	Sub Teacher	District Initiated	08/25/2015	04/20/2016
4. Boelman, Bradley	Sub Teacher	District Initiated	11/13/2014	04/25/2016
5. Brown, Britney	Sub Teacher	District Initiated	01/15/2015	04/22/2016
6. Brown, Kristine	Sub Teacher	District Initiated	02/12/2015	04/20/2016
7. Brown, Michelyn	Sub Teacher	District Initiated	09/24/2015	04/20/2016
8. Bunya, Eric	Sub Teacher	District Initiated	01/15/2015	04/20/2016
9. Cohen, Kate	Sub Teacher	District Initiated	03/13/2014	04/19/2016
10. Currier, Rik	Sub Teacher	District Initiated	01/15/2015	04/20/2016
11. Curtis, Marlene	Sub Teacher	District Initiated	04/24/2014	04/20/2016
12. Dak, Kristin	Sub Teacher	District Initiated	09/12/2013	04/20/2016
13. Dakak, Sumer	Sub Teacher	District Initiated	09/28/2011	04/20/2016
14. Deshon, Tyler	Sub Teacher	District Initiated	09/08/2014	04/20/2016
15. Doalson, Genyll	Sub Teacher	District Initiated	11/07/2005	04/20/2016
16. Donde, Ronen	Sub Teacher	District Initiated	10/23/2014	04/20/2016
17. Durkin, William	Sub Teacher	District Initiated	12/11/2014	04/20/2016
18. Edwards, Tara	Sub Teacher	District Initiated	09/24/2015	04/20/2016
19. Enger, David	Sub Teacher	District Initiated	01/15/2015	04/20/2016
20. Frazier, Scheavonna	Sub Teacher	District Initiated	01/29/2015	04/20/2016
21. Funderburke, Jessica	Sub Teacher	District Initiated	12/11/2014	04/20/2016
22. Gabaldon, Lacey	Sub Teacher	District Initiated	11/19/2015	04/22/2016
23. Gallison, Carrie	Sub Teacher	District Initiated	03/26/2015	04/20/2016
24. Gerard, Joann	Sub Teacher	District Initiated	11/14/2014	04/20/2016
25. Getty, Jacquelyn	Sub Teacher	District Initiated	10/02/2015	04/20/2016
26. Gill, Harminder	Sub Teacher	District Initiated	11/13/2014	04/20/2016
27. Goff, Jacquelyn	Sub Teacher	District Initiated	09/05/2012	04/20/2016
28. Gottron, John	Sub Teacher	District Initiated	01/15/2015	04/20/2016
29. Graham, Dee-Ann	Sub Teacher	District Initiated	10/10/2013	04/20/2016
30. Green, Keith	Sub Teacher	District Initiated	10/04/2011	04/20/2016

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ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
31. Gruccio, Robert	Sub Teacher	District Initiated	04/30/1997	04/20/2016
32. Guarrera, Jenna	Sub Teacher	District Initiated	02/26/2015	04/20/2016
33. Hadley, Jamie	Sub Teacher	District Initiated	02/13/2014	04/20/2016
34. Hall, Nina	Sub Teacher	District Initiated	12/13/2006	04/20/2016
35. Henke, Jeanette	Sub Teacher	District Initiated	09/24/2015	04/20/2016
36. Hermann, Brooke	Sub Teacher	District Initiated	09/08/2009	04/20/2016
37. Highley, Janine	Sub Teacher	Voluntary	02/26/2015	05/05/2016
38. Hill, Heather	Sub Teacher	District Initiated	01/29/2015	04/21/2016
39. Hinkelman, Allison	Sub Teacher	District Initiated	4/23/2015	04/21/2016
40. Hoose, Claire	Sub Teacher	District Initiated	10/09/2014	04/21/2016
41. Horne, Andrea	Sub Teacher	District Initiated	04/24/2014	04/21/2016
42. Huff, Emily	Sub Teacher	District Initiated	03/13/2014	04/21/2016
43. Iacobelli, Victoria	Sub Teacher	District Initiated	03/27/2014	04/21/2016
44. Justice, Brian	Sub Teacher	District Initiated	11/15/2010	04/21/2016
45. Kader, Adil	Sub Teacher	District Initiated	02/02/2009	04/21/2016
46. Kellerman, Debra	Sub Teacher	District Initiated	08/25/2015	04/21/2016
47. Kelsey, Petah	Sub Teacher	District Initiated	06/25/2015	04/20/2016
48. Klein, Denise	Sub Teacher	District Initiated	09/09/2015	04/21/2016
49. Lin, Sherry	Sub Teacher	District Initiated	01/15/2015	04/21/2016
50. Loberg, Suzanne	Sub Teacher	District Initiated	09/24/2015	04/20/2016
51. Lydon, Christopher	Sub Teacher	District Initiated	03/26/2015	04/29/2016
52. Macpherson, Elizabeth	Sub Teacher	District Initiated	11/14/2008	04/21/2016
53. Mak, Andy	Sub Teacher	District Initiated	05/14/2015	04/21/2016
54. Marcum, Meg	Sub Teacher	District Initiated	11/13/2014	04/22/2016
55. Matthews, Erica	Sub Teacher	District Initiated	09/24/2015	04/22/2016
56. McCandless, Cornelia	Sub Teacher	District Initiated	10/01/2002	04/22/2016
57. McKeague, Sharon	Sub Teacher	District Initiated	10/20/2006	04/22/2016
58. Mercuri, Angelica	Sub Teacher	District Initiated	04/23/2015	04/22/2016
59. Montoya, Elyse	Sub Teacher	District Initiated	10/15/2015	04/20/2016
60. Moon, Cynthia	Sub Teacher	District Initiated	09/05/2012	04/20/2016

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<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
61. Mossman, Keliana	Sub Teacher	District Initiated	04/23/2015	04/22/2016
62. Mottle, Allison	Sub Teacher	District Initiated	01/30/2013	04/22/2016
63. Noble, Sharon	Sub Teacher	District Initiated	12/10/2015	04/22/2016
64. O'Gorman, Cheyne	Sub Teacher	District Initiated	02/21/2012	04/22/2016
65. Padillo, Faith	Sub Teacher	District Initiated	09/24/2015	04/22/2016
66. Parker, Ambreea	Sub Teacher	District Initiated	05/14/2015	04/22/2016
67. Parry, Lorie	Sub Teacher	District Initiated	10/10/2013	04/22/2016
68. Perez, Hector	Sub Teacher	District Initiated	12/11/2014	04/22/2016
69. Peterson, Juliann	Sub Teacher	District Initiated	12/11/2014	04/22/2016
70. Phan, Lynna	Sub Teacher	District Initiated	08/25/2015	04/22/2016
71. Porter, Samantha	Sub Teacher	District Initiated	05/28/2015	04/22/2016
72. Pryor-Rode, Jennifer	Sub Teacher	District Initiated	02/12/2015	04/22/2016
73. Quinn, Devin	Sub Teacher	District Initiated	10/23/2014	04/22/2016
74. Ramstack, Kyle	Sub Teacher	District Initiated	08/25/2015	04/20/2016
75. Rehbein-Rengel, Dawn	Sub Teacher	District Initiated	09/24/2015	04/22/2016
76. Richardson, Taryn	Sub Teacher	District Initiated	05/14/2015	04/22/2016
77. Robertson, Vanessa	Sub Teacher	District Initiated	10/09/2012	04/22/2016
78. Rodriguez, Krystabelle	Sub Teacher	District Initiated	10/23/2014	04/22/2016
79. Roher, Suzette	Sub Teacher	District Initiated	12/11/2014	04/22/2016
80. Rozas, Staci	Sub Teacher	District Initiated	09/04/2002	04/22/2016
81. Rubin, Mary	Sub Teacher	District Initiated	09/24/2015	04/20/2016
82. Schlimmer, Anne	Sub Teacher	District Initiated	07/01/2014	04/22/2016
83. Schultz, Peter	Sub Teacher	District Initiated	08/25/2015	04/20/2016
84. Schwartzburger, Heather	Sub Teacher	District Initiated	10/26/2013	04/22/2016
85. Shaw, Eileen	Sub Teacher	District Initiated	11/19/2015	04/20/2016
86. Silver, Alyson	Sub Teacher	District Initiated	03/13/2014	04/22/2016
87. Speicher, Taylor	Sub Teacher	District Initiated	09/10/2015	04/20/2016
88. Stahl, Leslie	Sub Teacher	District Initiated	12/10/2015	04/22/2016
89. Stephens, Rachel	Sub Teacher	District Initiated	09/24/2015	04/22/2016
90. Steponovich, Roberta	Sub Teacher	District Initiated	01/29/2015	04/22/2016

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ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
91. Strickland, Morgan	Sub Teacher	District Initiated	05/14/2015	04/22/2016
92. Sultan, Seth	Sub Teacher	District Initiated	01/15/2015	04/22/2016
93. Ternosky, Leslie	Sub Teacher	District Initiated	10/10/2013	04/22/2016
94. Ternosky, Richard	Sub Teacher	District Initiated	10/10/2013	04/22/2016
95. Tomeo, Rachel	Sub Teacher	District Initiated	09/24/2015	04/19/2016
96. Trinidad, Ryan	Sub Teacher	District Initiated	05/14/2015	04/22/2016
97. Tyus, Ashley	Sub Teacher	District Initiated	11/15/2012	04/22/2016
98. Vance, Bailey	Sub Teacher	District Initiated	10/09/2014	04/22/2016
99. Varner, Amber	Sub Teacher	District Initiated	10/09/2014	04/22/2016
100. Vaughn, Kyle	Sub Teacher	District Initiated	01/29/2015	04/22/2016
101. Watkins, Christopher	Sub Teacher	District Initiated	04/13/2015	04/22/2016
102. Weiss, Cathy	Sub Teacher	District Initiated	01/29/2009	04/22/2016
103. Widner-Morales, Krista	Sub Teacher	District Initiated	03/13/2014	04/22/2016
104. Yaganeh, Samira	Sub Teacher	District Initiated	05/14/2015	04/22/2016
105. Zaccuri, Jennifer	Sub Teacher	District Initiated	01/29/2015	04/22/2016
106. Zierer, Lauren	Sub Teacher	District Initiated	10/25/2012	04/22/2016

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

107. Hartje, Marian

109. Napoli, Antoinette

108. Meissner, Andrea

110. Wagner, Mark

APPROVE ADDITIONAL ASSIGNMENTS

Saturday Enrichment Academy - Kinoshita ES

Not to exceed 6 hours instructional pay @ \$35.00 per hour

04/16/2016-04/23/2016

111. Gerbracht, Sarah

113. Schwartz, Roni

112. Kaaz, Susan

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Attend Write to the Beginning Training - Las Palmas ES

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
04/26/2016-05/17/2016

114. Fernald, Lidia

Teach Enrichment After School Activities - Las Palmas ES

Not to exceed 50 hours instructional pay @ \$35.00 per hour
05/17/2016-06/09/2016

115. Paz Soldan, Paola

Carry Out DLT Duties - San Juan ES

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
09/01/2015-04/01/2016

116. Jacques, Pierre

Provide Tutorial Instruction for Homework Club - Bernice Ayer MS

Not to exceed 10 hours instructional pay @ \$35.00 per hour
04/28/2016-05/26/2016

117. Stratford, Jon

Planning New Summative Assessment for Chapter 4B of Spanish 2 - Aliso Niguel HS

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
02/03/2016-06/09/2016

118. Kenworthy-Kruger, Stacy

120. Scauso, Caroline

119. Novak, Isabel

121. Sepe, Christina

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

English Course Team Collab for Common Core - Dana Hills HS

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour

02/05/2016-04/29/2016

122. Brucks, Jessica

123. Coghill, Molly

124. Coven, Debra

125. Daly, James

126. Hanson, Ivan

127. Johnson, Georgette

128. Kauo, Joe

129. Linderroth, Lauren

130. Moos, Theresa

131. Polskina, Candace

English Course Team Collab for Common Core - Dana Hills HS

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour

02/05/2016-04/29/2016

132. Sampson, Audra

133. Sampson, Timothy

134. Stirtz, Gail

135. Valderamma, Andy

IB Common Core - San Clemente HS

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour

02/26/2016-04/11/2016

136. DeWald, Nicholas

137. Junco, Maria

Saturday Enrichment Academy - San Juan Hills HS

Not to exceed 6 hours instructional pay @ \$35.00 per hour

04/16/2016-04/23/2016

138. Davis, Bradley

139. Lynde, Robert

140. Spiers, Robert

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of May 25, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

AP Proctoring - San Juan Hills HS

Not to exceed 8 hours non-instructional pay @ \$18.00 per hour
05/01/2016-05/31/2016

- | | |
|------------------------|---------------------|
| 141. Bitterlich, Adell | 146. Klein, Joanie |
| 142. Bridges, Jessica | 147. Owen, Karen |
| 143. Chavez, Natalie | 148. Pratto, Laurea |
| 144. Dickman, Kate | 149. Sikorski, Rick |
| 145. Johnson, Erika | 150. Winokur, Mona |

SBAC Performance Task Lesson Make-Up - Tesoro HS

Not to exceed 1 hour instructional pay @ \$35.00 per hour
4/18/2016

- | | |
|---------------------|---------------------|
| 151. Hughes, Robert | 152. O'Brien, James |
|---------------------|---------------------|

Capistrano Autism Training - Journey

Not to exceed 16.5 hours non-instructional pay @ \$30.00 per hour
10/06/2016-06/15/2016

153. Stevenson, Heather

Capistrano Behavior Intervention Training - Journey

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour
02/10/2016-03/16/2016

- | | |
|----------------------|----------------------------|
| 154. Kaufman, Joan | 157. Riggs-Zeigen, LaVonne |
| 155. Morrill, Leah | 158. Stevenson, Heather |
| 156. Radley, Kirstee | 159. Yousuf, Evelyn |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of May 25, 2016
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Technology Training - TIS

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
10/01/2015-05/31/2016

160. Andrews, Phil

161. Brandt, Mike

162. Genschaw, Katie

163. Jacobson, Lisa

164. McCoy, Matthew

165. Miller, Daphne

166. Morales, Thomas

167. Pak, James

168. Zerrer, Anthony

Woodcock Johnson IV Edition Training - Special Ed

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
10/08/2015-10/10/2016

169. Darmondy, Marinell

CBIT Classes - Special Ed

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour
02/10/2016-03/16/2016

170. Barnard, Kirstin

171. DeLeese, Natalie

172. Gordon, Midori

173. Harris, Nichole

174. Hendrickson, Rachael

175. Simionescu, Jeanette

176. Tober, Carol

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
177. Roberts, Nathan	Surf, (Head)	San Juan Hills HS	\$ 336.70	04/11/2016- 04/17/2016
			\$ 336.70	04/18/2016- 04/24/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of May 25, 2016
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
178. Roberts, Nathan	Golf, JV (Head)	San Juan Hills HS	\$2,500.00	02/15/2016- 05/06/2016

APPROVE REPORT OF BOARD ACTION

179. Appoint Paul Foucart to the position of Elementary Principal, with an annual salary of \$141,224.00.
180. Appoint Jeana Dagley to the position of Elementary Principal, with an annual salary of \$105,383.00.
181. Appoint Donald Mahoney to the position of Principal on Special Assignment, with an annual salary of \$141,224.00.

President Hanacek called the workshop to order at 6:00 p.m.

Call to Order

The Pledge of Allegiance was led by Board President Hanacek.

ROLL CALL

PRESENT: Trustees Hanacek, Hatton-Hodson, Jones, Pritchard, Reardon and
Student Advisor Sorensen

ABSENT: Trustees Alpay and McNicholas

It was moved by Trustee Hatton-Hodson, seconded by Trustee Jones and motion carried by a 5-0-2 vote to adopt the Board agenda.

**Adoption of the
Board Agenda**

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

NOES: None

ABSENT: Trustees Alpay and McNicholas

ABSTAIN: None

Trustee McNicholas arrived at 6:04 p.m.

INFORMATION/DISCUSSION

Dr. Susan Holliday, Assistant Superintendent Education Services facilitated the workshop. Dr. Holliday presented work completed at past workshops. Dr. Holliday introduced Marc Patterson, Executive Director, Secondary Education. Mr. Patterson presented the High School Graduation Requirements PowerPoint.

**Board and
Superintendent
Workshop: High
School Graduation
Requirements
Agenda Item 1**

Staff is looking at ways to expand the potential of using CalPrep for students with impacted schedules to have the options to take CCP and Health over the summer. Currently all summer class offerings are housed at Aliso Niguel High School. CalPrep offers classes that run outside the regular high school day and remains open until 5:30 p.m. CalPrep students are required to go one day a week. A CalPrep option allows for a possible 7th class in the student's schedule.

Trustees directed staff to provide two options for a potential CCP opt out policy. One version with an 8th Grade GPA requirement with a four year plan and the other with an 8th Grade GPA, four year plan and a proficiency exam.

Mr. Patterson ask to consider the overall guidance plan.

Student Advisor Sorensen excused herself from the meeting at 6:48 p.m.

Trustees directed staff to bring back Board Policy on High School Graduation Requirements in April.

Trustee Gary Pritchard excused himself from the meeting at 7:20 p.m.

David Chamberlain, Teacher on Special Assignment, addressed the Board to give an explanation of transfer students and math placement.

Trustees directed staff to move from 2 years of math to 3 years of math, 30 credits.

Superintendent Vital captured the sentiment of the Board on PE and directed the staff to look at loosening the PE requirements for Independent PE.

Superintendent Vital reiterated next steps. The direction given to staff is to bring back History for discussion, and CTE for discussion. Trustees asked for a balance in math and literacy. Trustees asked staff to look at the Guidance Plan and A-G requirements, but the A-G requirements should not be part of the Board Policy. Trustees requested that transcript audits be part of the Guidance Plan.

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 presentation and ensuing discussions.

It was moved by Trustee Reardon seconded by Trustee McNicholas, and motion carried by a 5-0-2 vote to adjourn the workshop.

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

Trustee Hanacek announced the workshop adjourned at 8:16 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Colleen Hayes, Manager IV, Superintendent's Office

IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY

To protect the health of all students and staff and to curtail the spread of infectious diseases, the ~~Board of Trustees~~ District shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

The California Health and Safety Code requires that all students be fully immunized against diphtheria, pertussis (whooping cough), tetanus, poliomyelitis, measles, mumps, and rubella in the manner and with immunization agents approved by the state department prior to their first admission to a district school. Students entering kindergarten after August 1997 shall have Hepatitis immunizations prior to school entry.

Each student enrolling for the first time in an elementary or secondary school, preschool, or child care and development program or, after July 1, 2016, enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required immunizations in accordance with the age/grade and dose required by the California Department of Public Health, against the following diseases:

1. Measles, mumps, and rubella (MMR)
2. Diphtheria, tetanus, and pertussis (whooping cough) (DTP, DTaP, or Tdap)
3. Poliomyelitis
4. Hepatitis B
5. Varicella (chickenpox)
6. Haemophilus influenza type b (Hib meningitis)
7. Any other disease designated by the California Department of Public Health: [providing medical and personal beliefs exemptions are allowed for the disease designated.](#)

Notwithstanding the above required immunizations, full immunization against hepatitis B shall not be a condition by which District shall admit or advance any pupil to the 7th grade level.

The District shall not unconditionally admit or advance any pupil to the 7th grade level unless the pupil has been fully immunized against pertussis, including all pertussis boosters appropriate for the pupil's age.

After July 1, 2016, the District shall not unconditionally admit a student for the first time, or admit or advance any pupil to 7th grade level, unless the pupil has been immunized for his or her age as required by Health & Safety Code Section 120335.

If there is good cause to believe that a child has been exposed to a disease listed above, and his or her documentary proof of immunization status does not show proof of immunization against that disease, that child may be temporarily excluded from the school until the county health officer is satisfied and submits in writing that the child is no longer at risk of developing or transmitting the disease pursuant to Health & Safety Code Section 120370(b).

The District shall prohibit from further attendance any pupil admitted conditionally who failed to obtain the required immunizations within the time limits allowed, unless the pupil

IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY (continued)

is temporarily or permanently medically exempt, or until that pupil has been fully immunized as required above.

~~Students who have met all immunization requirements shall be allowed to enroll and attend class. Students who have not met all legal immunization requirements must do so and provide appropriate documentary proof of required immunization before being allowed to attend class.~~

Exemptions

~~Parents or legal guardians may submit a statement of medical exemption from their healthcare provider or sign a personal beliefs exemption in lieu of immunization.~~

Students shall be excluded from school or fully immunized as listed above, unless exempted from immunization requirements **only** as when the allowed by law and listed below:

1. A parent or guardian files with the District a written statement by a ~~A~~ licensed physician **indicates** that a student should be exempted for medical reasons **and indicating the specific nature and probable duration of the medical condition or circumstances, including, but not limited to, family medical history, for which the physician does not recommend immunization, and from which the pupil should be exempt pursuant to Health & Safety Code Section 120370(a).**
2. A student who, prior to January 1, 2016, submitted a letter or affidavit, on file at a California private or public elementary or secondary school, child care center, day nursery, nursery school, family day care home, or development center, stating beliefs opposed to immunization shall be allowed **continued** enrollment **only** until the pupil enrolls in the next grade span. **Thereafter, he/she must conform to the immunization requirements set forth herein pursuant to Health & Safety Code Section 12035(g).**

Grade span is defined as each of the following: birth to preschool; kindergarten and grades 1-6, inclusive, including transitional kindergarten; and, grades 7 to 12, inclusive.

3. A student is enrolled in a ~~district~~ **District** independent study **program and but** does not receive classroom-based instruction.

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider providing one of the following:

1. The student has received some but not all required immunizations and is not due for any vaccine dose at the time of admission.

IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY (continued)

2. The student has a temporary exemption from immunization for medical reasons.

The Superintendent or designee may conditionally admit a student without documentation from an authorized health care provider under the following conditions:

1. Homeless children and foster youth must be immediately enrolled even if they are unable to produce records normally required for enrollment, including medical records.
2. Children of military families ~~must~~ be allowed ~~30~~ **thirty** days from the date of enrollment to obtain required immunizations.
3. A transfer student may be conditionally admitted for up to ~~30~~ **thirty** school days while his/her immunization records are being transferred from the previous school. If these records do not arrive within ~~30~~ **thirty** school days, the student shall be excluded from school until the required immunizations have been administered.
4. A student who qualified for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with ~~Health-and &~~ **Safety Code Section 120335 and this regulation**. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related service required by his/her IEP regardless of whether the student is fully immunized **pursuant to federal law and Section 56026 of the Education Code**.

Records

The Superintendent or designee shall record each new entrant's immunizations in the California School Immunization Record and retain it as part of the student's mandatory permanent student record. **The immunization record of each new entrant admitted conditionally shall be reviewed periodically by the District to ensure that within the time periods designated by regulation of the department, he or she has been fully immunized against all of the required diseases.** District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law.

(cf. 1400 – Relations Between Other Governmental Agencies and the Schools)

(cf. ~~5163~~ **5141.22** – Infectious Disease **Control and Prevention**)

(cf. **5141.26** ~~5165.2~~ – Tuberculosis Testing)

(cf. 6142.8 – Comprehensive Health Education)

(cf. 5112.1 – Exemptions **and Exclusions** from Attendance)

(cf. ~~5112.2~~ – ~~Exclusions from Attendance~~)

(cf. ~~5141.32~~ – ~~Health Screening for School Entry~~)

(cf. **5165** – **Health Examinations**)

(cf. 5148 – Child Care and Development)

(cf. ~~5148.3~~ – ~~Preschool/Early Childhood Education~~)

IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY (continued)

(cf. ~~6176 6173~~— Education for Homeless Children and Youth)
(cf. ~~6173.1~~— Education for Foster Youth)
(cf. ~~6173.2~~— Education of Children of Military Families)
(cf. **5165.3 – Child Health and Disability Prevention Program**)
(cf. **5175.1 – Preschool Programs**)
(cf. **6159 – Individualized Education Program**)
(cf. **6158 – Independent Study**)

EDUCATION CODE

44871 Qualifications of supervisor of health
46010 Total days of attendance
48216 Immunization
48853.5 Immediate enrollment of foster youth
48980 Required notification of rights
49403 Cooperation in control of communicable disease and immunizations
49426 Duties of school nurses
49701 Flexibility in enrollment of children of military families
51745-51749.6 Independent study

HEALTH AND SAFETY CODE

120325-120380 Immunization against communicable disease, especially:
120335 Immunization requirement for admission
120395 Information about meningococcal disease, including recommendation for vaccination
120440 Disclosure of immunization information

CODE OF REGULATIONS, TITLE 5

430 Student records

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

UNITED STATES CODE, TITLE 42

11431 Equal educational access of homeless children

11432 Immediate enrollment of homeless children

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

It will be the purpose of the District and the school system to report student progress in terms of District, school, class and individual goals. Parents will receive information from the school on a periodic basis indicating student progress toward these goals.

The Superintendent or designee shall establish and regularly evaluate a uniform grading system. Principals shall ensure that student grades conform to this system.

Elementary School Student Progress

In the fall of each school year, students in Grades K-1 take primary skills assessments, and CORE Level Tests in Grades 2 and higher, to assess their individual skill levels in reading, language usage, spelling and mathematics.

In the fall of each school year, parents shall be invited to attend a parent-teacher, Goal-Setting Conference to review their child's academic progress-to-date and set goals for the child's continued progress in the current school year. Students will be encouraged, as appropriate, to attend fall Goal-Setting Conferences.

Report cards will be issued at the end of each trimester. Student progress in reading, language arts, and mathematics will be reported in relation to the CORE curriculum and grade-level performance standards. Students will also receive, as appropriate to grade level, progress grades in history/social science, science, physical education, and the arts.

English Learning Students (ELS) will receive progress grades on their English language development.

Individual school and teachers may supplement report cards with additional information and/or computer-based progress reports throughout the school years as they deem appropriate.

In the spring of each year, students retake either the primary skills assessments or CORE Level Tests, and parents will be provided with reports of student achievement which compare current year scores to the previous year's achievement and the previous fall scores.

In the spring of each year, parents shall be invited to attend Summary Parent-Teacher Conferences to review each child's progress-to-date and consider goals which may be set for summer study and/or the next academic school year.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)**Secondary School Student Progress**

Students in Grades 6-8 shall take the CORE Level Tests in the fall and/or spring of each school year to measure the level of their mastery of basic skills in the areas of reading, language usage, spelling and mathematics. Parents shall receive annual reports of student achievement on the CORE Level tests.

In middle schools, report cards will be recorded and mailed home for every student at the end of each quarter. Mid-quarter progress reports will be issued to students in danger of failing (D or F grades) not later than the week during which the end of the first half of the marking period or instruction for the course falls.

In high schools, semester grades will be recorded and mailed home on student report cards for each student. Passing semester grades for high school courses will be awarded five credits per course. Passing grades include A, B, C, or D grades. Progress grades will be mailed after the sixth and twelfth week of each semester for each subject. In addition, teachers must notify parents of the danger of failing a semester course during the last six weeks of the semester if no prior notification has been given.

Letter grades will be issued in subject matter as follows:

- A = Excellent progress
- B = Above average progress
- C = Average progress
- D = Below average
- F = Failing

High school student semester grade points will be computed for courses on the following numerical value for all courses taken for the purpose of determining grade point average (GPA): A = 4; B=3; C = 2; D = 1; F = 0

For Advanced Placement and Honors level courses only, grade points will be computed on the following numerical value: A = 5; B = 4; C = 3; D = 1; F=0

When students with honors credits on their transcripts transfer from out of district or out of state schools, only courses designated as honors by CUSD and approved by the University of California will be recognized. Honors courses are approved on a school-by-school basis by the University of California. Students can submit their previous high school transcript to the universities for evaluation when they enroll.

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

In an entry level elective course, evaluation may be assessed using the following symbols:

CR = Credit
NC = No credit

Citizenship will be evaluated as follows:

O = Attitude and behavior are outstanding
S = Attitude and behavior are satisfactory
S- = Behavior needs improvement
U = Attitude and behavior are unsatisfactory

(cf. 5112 - Absences and Excuses)
(cf. 5122 - Promotion/Acceleration/Retention)
(cf. 5120 - Communication with Parents/Guardians)
(cf. 5134 - Challenging Student Records)

Legal Reference:

EDUCATION CODE

48070 Promotion and retention

48431.6 Required systematic review

49066 Grades; finalization; physical education class

49067 Mandated regulations regarding pupil's achievement

Johnson v. Santa Monica-Malibu Unified School District Board of Education

(App. 2 Dist. 1986 224 Cal. Rptr. 885, 179 C.A. 3d 593)

Policy
adopted: August 18, 1997
revised: February 11, 2008

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

STUDENT ASSESSMENT

The Governing Board believes that the primary purpose of student assessments should be to help students, parents/guardians and teachers identify individual student's academic strengths and progress, as well as areas needing improvement, in order to enhance teaching and learning. Assessments should also serve to determine the effectiveness of the schools and the District as measured by students' growth in knowledge of fundamental skills and their ability to apply those skills.

The Board desires to use a variety of evaluation measures to reach the above goals. To have validity, tests must correspond to the material that is being taught and measure the extent to which students meet clearly specified standards of achievement. A single test or testing method cannot be expected to always take ethnic, cultural or gender differences into account, nor to provide an accurate assessment of each student's skills.

The Board believes that a variety of testing tools should be used to assess students. The foundation of student assessment is the administration, on a routine basis, of testing by classroom teachers to determine student progress. The Governing Board strongly believes that a districtwide measurement system, which is comparable to national norms and can be used to measure growth over time and for student placement, is a vital component of this testing program.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0510 - School Accountability Report Card)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6011 - Academic Standards)

(cf. 6190 - Evaluation of the Instructional Program)

Mandatory Statewide Assessments

The Superintendent or designee shall administer mandatory student assessments in core curricular areas to all students in Grades 2-11 as required by law (Education Code 60640).

The Board desires to use the results of the statewide, nationally normed assessment to compare the performance of its students with that of other students taking the same test as part of the norming study.

Mandatory Statewide Assessments include the following:

STANDARDIZED TESTING AND REPORTING (STAR) PROGRAM

The Superintendent or designee shall administer the mandatory statewide STAR test to all students in Grades 2-11 in the time frame as directed by the California Department of Education each year. Pursuant to Education Code 60644, in the future this test will be

utilized to assess student attainment of academic content and performance standards as adopted by the State Board of Education.

BP 6162.5(b)

STUDENT ASSESSMENT (continued)

Special education students shall be exempted from the testing requirement if they have an explicit provision in their individualized education program that so exempts them (Education Code 60640).

Any District student who has been enrolled in a California public school for less than 12 months shall take both the statewide assessment in English and a test in their primary language if such a test is available (Education Code 60640).

Upon written request by the parent/guardian, a student shall be excused from any or all parts of statewide student assessments (Education Code 60615).

The Superintendent or designee shall report the results of each student's test in writing to the student's parents/guardians. The report shall include an explanation of the purpose of the test and the student's score as provided by the state selected test contractor. (Education Code 60641) Individual student's scores shall also be reported to the student's school and teachers and shall be included in the student's records. Individual test results shall not be released without the permission of the student's parents/guardians (Education Code 60641).

When provided by the state-approved test coordinator, districtwide, school-level and grade-level results shall be reported to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual student's scores or the relative position of any individual student (Education Code 60641).

The Superintendent or designee shall report to the Superintendent of Public Instruction the following information (Education Code 60640):

1. The number of students enrolled in the District in Grades 2-11.
2. The number of students in the District to whom an achievement test was administered in Grades 2-11.
3. The number of special education students in the District who were exempted from the test based on an explicit provision in their individualized education program.
4. The number of students in the District who were exempted from the test at their parents/guardians request.

STUDENT ASSESSMENT (continued)**Individual Record of Accomplishment**

The Superintendent or designee shall ensure that each student, by the end of Grade 12, has an individual record of accomplishment that includes the following (Education Code 60607):

1. The results of mandatory state assessments administered pursuant to Education Code 60640-60647
2. The results of any districtwide testing program
3. The results of any end-of-course examinations taken
4. The results of any vocational education certification examinations taken

- a. Physical Fitness Examination

The Superintendent or designees shall administer mandatory Physical Fitness testing to all students in Grades 5, 7, and 9 as required by law (Education Code 60800).

- b. Golden State Examinations

The Board believes that participation in the Golden State Examinations can motivate students to succeed in key academic courses.

Participation in the Golden State Examinations shall be voluntary. The Board strongly encourages students to accept the challenge these examinations present.

When districtwide and school-level results of student assessments administered by the state of California are published, the Superintendent or designee may provide supplementary information to assist the local community in interpreting test results and evaluating school performance.

- c. Competency Tests

The Governing Board, in compliance with Education Code 51216, administers competency testing in mathematics, reading, and written expression. This testing program is initiated at Grade 6 and the District's CORE Level test is used as the assessment tool. No student may graduate from a District high school who has not achieved the minimum standards.

STUDENT ASSESSMENT (continued)**Other Assessments**

1. Testing for Advanced Standing

The Governing Board strongly encourages secondary students to attempt the most challenging academic course of study available. Each spring the College Board, through the Advanced Placement Program and the International Baccalaureate Organization, administers a battery of examinations which offer students the opportunity to obtain advanced academic standing at colleges and universities throughout the world. Schools are encouraged to offer students these testing opportunities.

2. Testing for College Matriculation

The Governing Board promotes student participation in the college matriculation process. Inherent in this process are a battery of examinations administered by the College Board and the American Testing Company. The Superintendent or designee shall routinely provide to secondary students information and preparation to meet the challenges found in either or both testing programs successfully.

*Legal Reference:*EDUCATION CODE

51041 Governing board shall evaluate educational program

52011 Establishment of plan for phase-in of School Improvement Plan

60600-60614 California School Testing Act

60650 Personal beliefs (re questionnaires, etc.)

60660-60663 Testing, evaluation, and analysis

60700-60703 Golden State Examination Program

60722 Published standardized tests: duties of districts

CODE OF REGULATIONS, TITLE 5

1041 Physical performance testing program

4400 Concentrations of educationally disadvantaged youth

Larry P. v. Riles (9th Cir. 1984) 793 F.2d 969, (N.D. Cal. 1979) 495 F. Supp. 926

*Management Resources:*CDE LEGAL ADVISORIES

0924444.91 Clarification of *Crawford v. Honig* LO: 2-91

CDE PROGRAM ADVISORIES

0327.86 Reporting norm-referenced standardized achievement test scores to parents

Policy
adopted: February 8, 1999

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California



CAPISTRANO
Unified School District

Capistrano Unified School District

Calendar Survey

***Survey Conducted:
February 2–6, 2016***

Fairbank, Maslin, Maullin, Metz & Associates – FM3

PUBLIC OPINION RESEARCH & STRATEGY



CAPISTRANO
Unified School District

Key Findings & Methodology

Key Findings

- The vast majority of parents/guardians provide favorable ratings on the performance of the District and their children's experience at their current school.
- Slightly more than two-thirds feel they know something about the current calendar, with about one-third having said they know a lot.

Key Findings

- Almost 3 in every 4 respondents are either very or somewhat satisfied with the current calendar.

Key Findings

- With respect to the 2016 -2017 calendar, more than two thirds felt they knew only a little about it or not much at all.
- Upon hearing about the August 15th to June 1st 2016-2017 calendar, about **one-third** think it was a “very bad” idea, with the balance of respondents (**two-thirds**) having “soft opinions” or thinking it is a “very good” idea or “makes no difference.”
- After hearing some statements for and against next year’s calendar, opinions about the idea did not statistically change.

Key Findings

- Providing more consistent academic instruction for students; ensuring sufficient preparation time for standardized tests and AP exams; and the perception that students will learn more were among the most important reasons to consider the 2016-2017 to be a good idea.
- Having school in late August will be expensive for the schools that have air conditioning and uncomfortable for those that do not; the perception that the September to end of June calendar worked just fine and conflict with holidays and vacation time lead reasons to consider the 2016-2017 calendar to be a bad idea.

Key Findings

- The most effective ways for the District to communicate with parents include through e-mails, individual school websites and recorded phone calls. Communicating through multiple sources is most beneficial.

Methodology

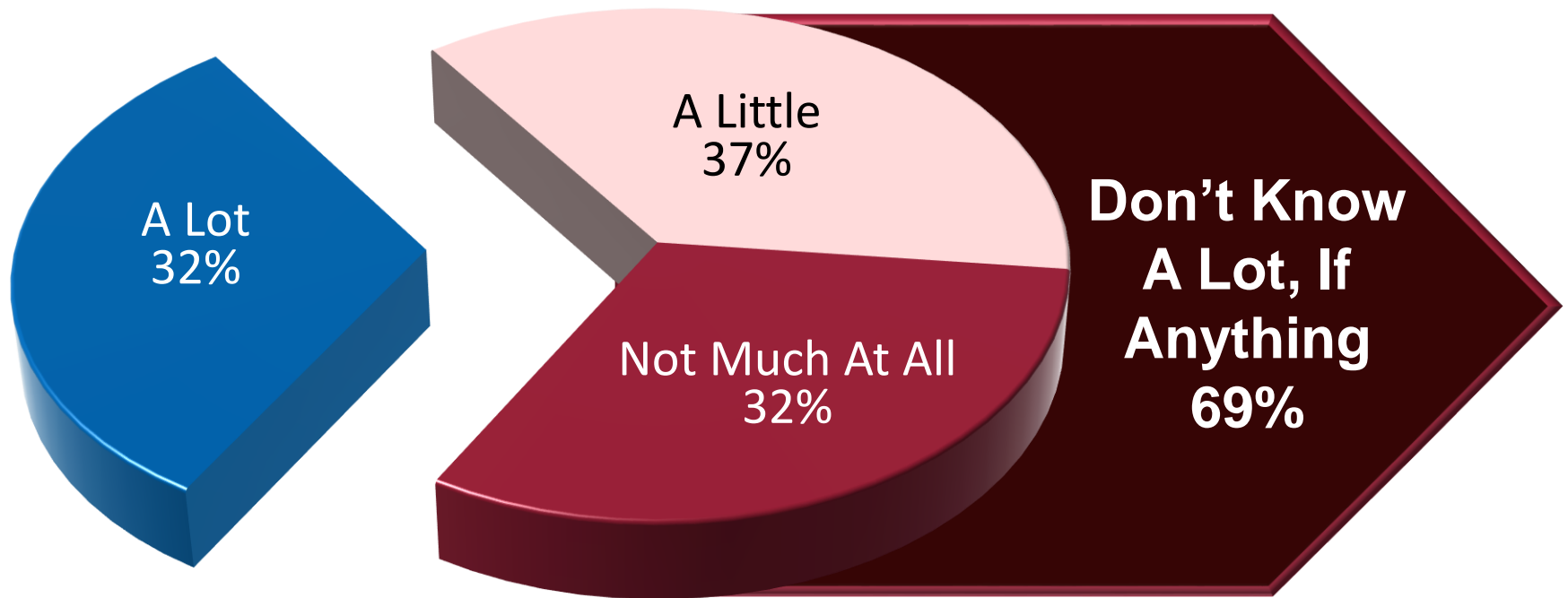
- Conducted a telephone survey (landlines and cell phones) between February 2–6, 2016
- Interviews with 436 parents/guardians of Capistrano Unified School District students
- Survey was available in English and Spanish
- Margin of error for the full sample is of +/- 4.7% and half the sample is +/-7.1%
- Some percentages may not sum to 100% due to rounding



CAPISTRANO
Unified School District

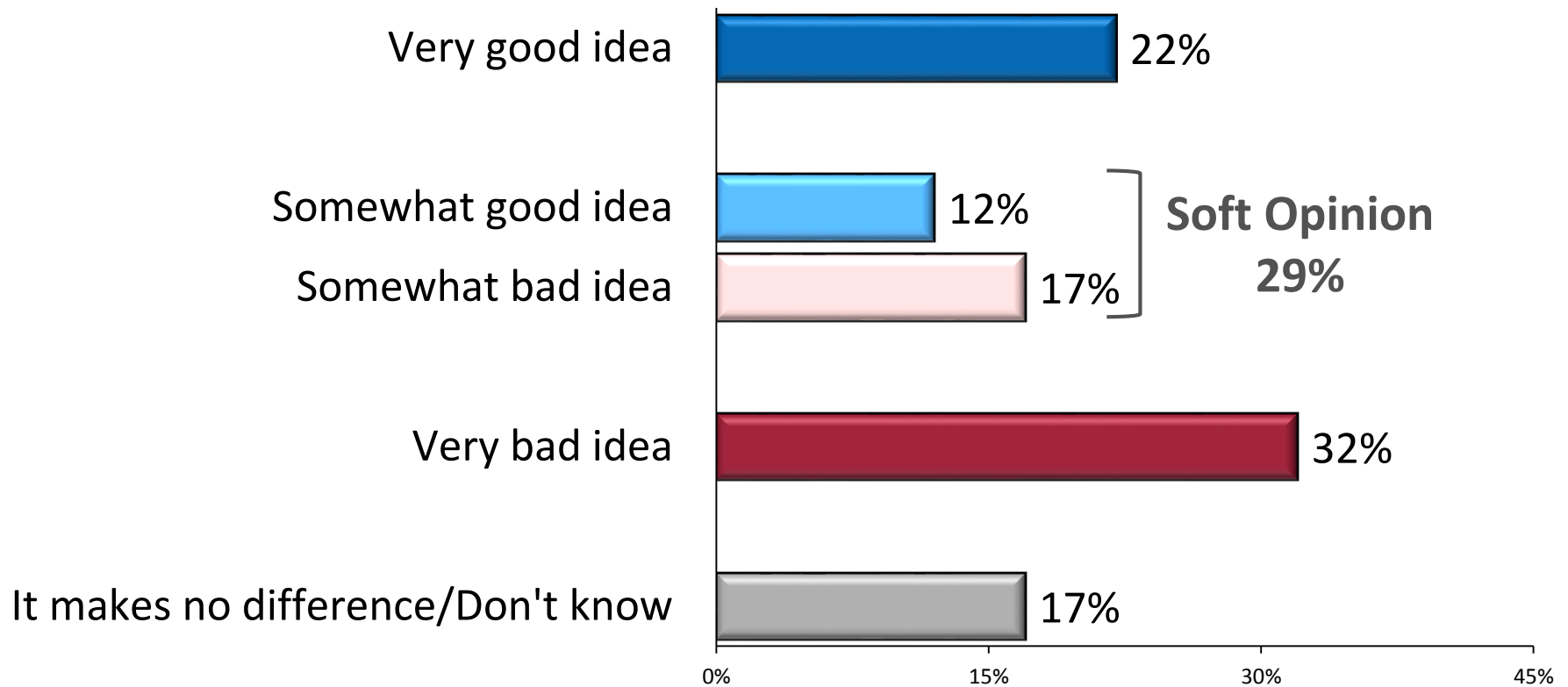
Awareness and Perceptions of the 2016-2017 Calendar

Only about one-third reported knowing *something* about the 2016-2017 calendar, with the balance saying they knew little or no much at all.



As you may know,
all Capistrano USD Schools
will start on August 15th
and end on June 1st in the
upcoming 2016-2017 school year.

**Just more than 2 in 10 think this is a very good idea,
while about 1 in 3 think it is a very bad idea.**








CAPISTRANO
Unified School District

Reaction to Benefits of the 2016-2017 Calendar

Consistent academic instruction & access to orientation were among the most important reasons, regardless of opinion about the calendar.

Top Three Ranked Factors (Extremely/Very Important) to Consider in Deciding on the CUSD Calendar by Initial Opinion of the Calendar

Factors Considered in Deciding on the CUSD Calendar		Initial Opinion on the 2016-2017 School Calendar		
		 Very Good Idea	 Somewhat Good/Bad "Soft View"	 Very Bad Idea
Providing more consistent academic instruction for students	72%	84%	69%	63%
Providing access to all college and university orientation sessions	65%	75%	71%	51%
Ensuring sufficient preparation time for standardized tests and AP exams	64%	81%	68%	
....				
Impact on the family vacation plans at the end of summer	51%			73%
....				
The weather during the days school is in session	40%			51%
Sample size	436	96	124	139






CAPISTRANO
Unified School District

Reaction to Supportive and Critical Statements of the 2016-2017 Calendar

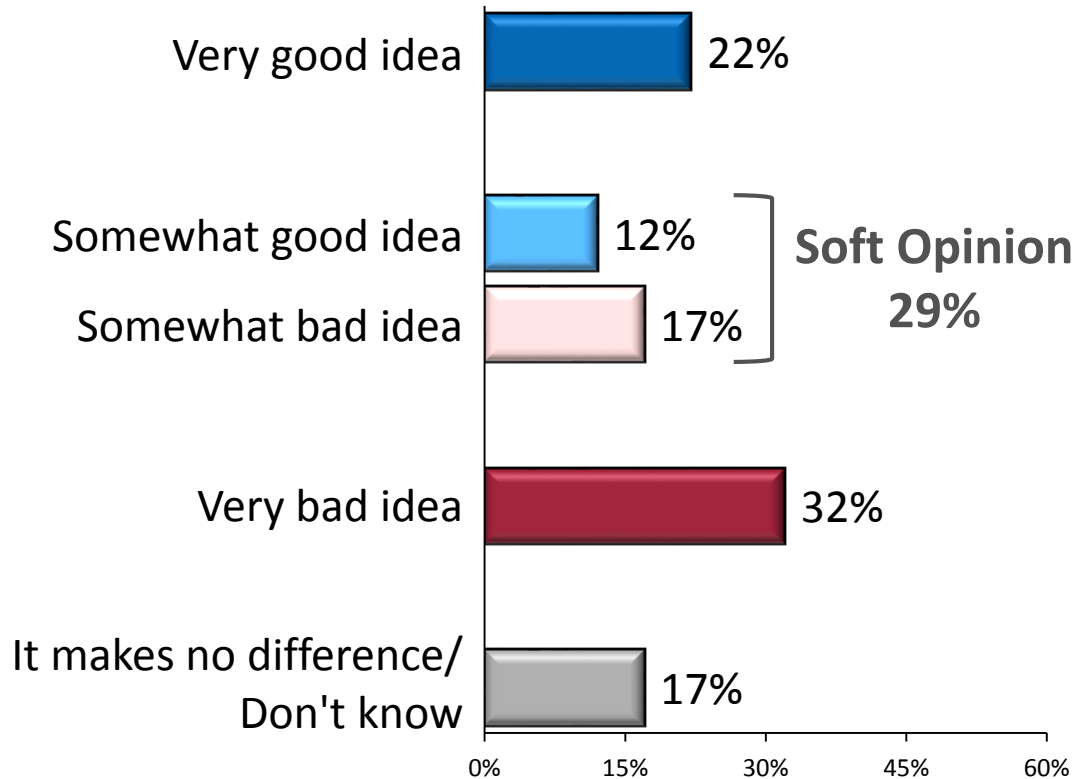
Academic progress lead reasons why those think it is a good idea and concerns about vacation lead those who think it is a bad idea.

Top Three Ranked Agreed Upon Comments in Response to the 2016-2017 CUSD Calendar by Initial Opinion of the Calendar

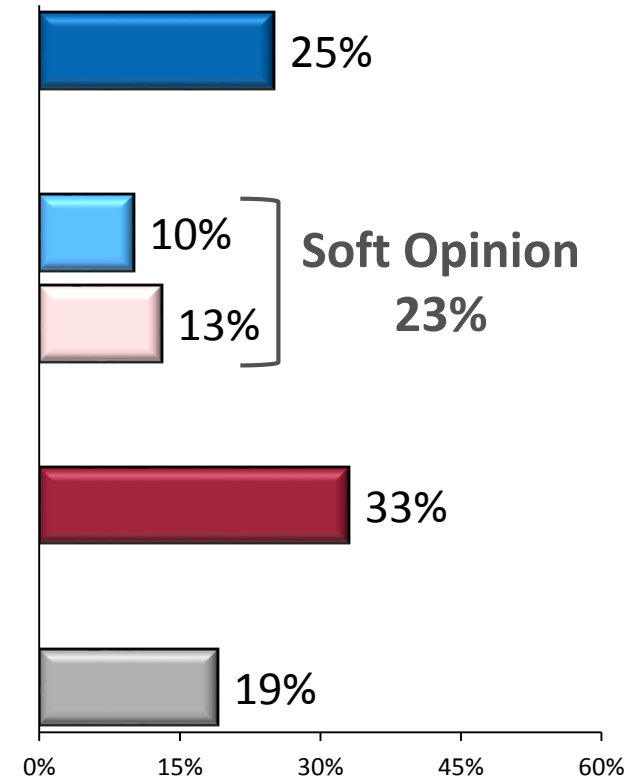
Factors Considered in Deciding on the CUSD Calendar	All Voters	Initial Opinion on the 2016-2017 School Calendar		
		 Very Good Idea	 Somewhat Good/Bad "Soft View"	 Very Bad Idea
A variety of stakeholders including parents, teachers, principals, and other administrators participated in its creation	79%		84%	
*Having school in late August will be expensive for the schools that have air conditioning and uncomfortable for those that do not	75%		81%	89%
Traditional school calendar from September to late June was working just fine and our students were thriving	75%			90%
I do not want my children to have homework or to need to study for exams over the Winter holiday break	67%		78%	
....				
Mid-August start gives graduating seniors better opportunities for finding jobs and preparing for college and university	64%	96%		
Mid-August start helps teachers and students cover the entire first semester curriculum in a consistent fashion	62%	93%		
.....				
Mid-August start means miss out on the best time for family vacations	60%			92%
....				
*Mid-August is better for the academic progress of students in our District	48%	98%		
Sample size	436	96	124	139

In a short period of time, information does very little to change opinions toward the earlier calendar.

Initial Reaction to the Idea



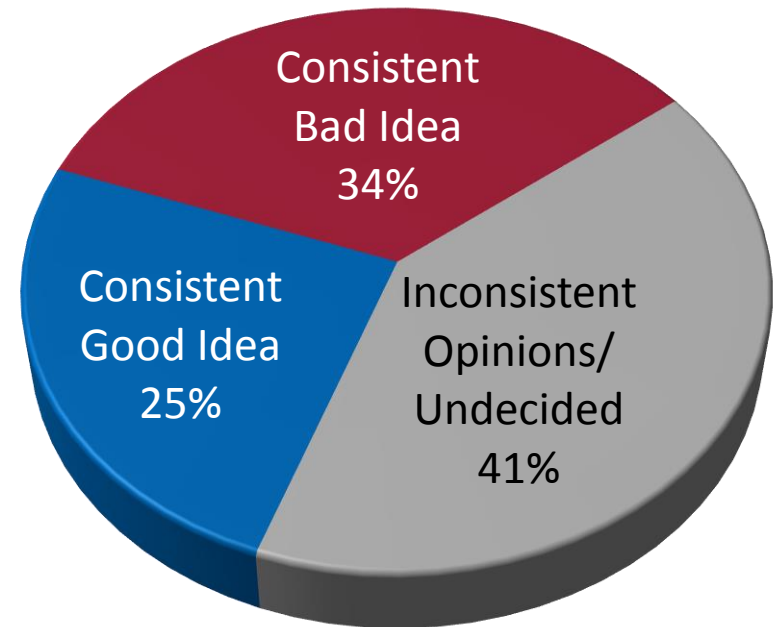
Reaction to the Idea After Some Statements



Segmenting the Electorate by Consistency of Support for Starting School on August 15th in the Upcoming 2016-2017 School Year

- ❖ **Consistent Good Idea:** Parents or Guardians who consistently indicated they think that starting school on August 15th in the upcoming 2016-2017 school year is a good idea.
- ❖ **Consistent Bad Idea:** Parents or Guardians who consistently indicated they think that starting school on August 15th in the upcoming 2016-2017 school year is a bad idea.
- ❖ **Inconsistent Opinions/Undecided:** Parents or Guardians who do not fall into any of the other categories – remaining consistently undecided or switching positions.

The following slide shows demographic groups that *disproportionately* fall into one category or the other.





2017-2018 School Calendar Options

Regular Board Meeting
May 25, 2016

Guiding Factors for the 2017–2018 and Future Calendars

- ▶ School Calendar Committee Priorities
 - Uninterrupted instructional days (without breaks)
 - Student academic success and student healthy social/emotional well-being
 - The first semester ends at Winter Break
 - Semesters are somewhat balanced
 - Alignment to sports schedules
 - Maintains a consistent start date
 - Allows an additional three weeks of instruction before testing
 - Allows time to prepare classrooms and facilities



Calendar Goals and Must Haves

- ▶ Recommend a calendar that:
 - Contributes in a positive manner to the quality of education for our students
 - Is reasonable in terms of delivering our wide array of educational programs and services
 - Is fair to our students and their families, as well as our employees and the community at large
 - Is doable from an educational, operational, fiscal and political standpoint
- ▶ Calendar Must Haves:
 - 180 student instruction days
 - 5 pupil-free teacher work days
 - Statutory/contract holidays (Per Ed. Code 37220)



Review of Calendar Options

- ▶ 3 calendar options (A, B, C):
 - First semester ends before Winter Break
 - Aligns with sports schedules
 - Provides uninterrupted blocks of instruction
 - Better aligns with summer school, college orientations and Saddleback College start dates
 - Aligns with 22 of the 28 Orange County districts who begin before Labor Day
 - Gives English Learners, AP and IB students three additional weeks of instruction before testing
 - Pre-K through 12th grade students will have the same Pupil-Free days



Review of Calendar Options (cont.)

- ▶ Post-Labor Day option (D):
 - Option D was recommended by constituents who attended our forums, emailed and phoned
 - Enables additional family time in August
 - Reduces time in school during one of the warmer months
 - Semester ends after Winter Break
 - Does not align with Guiding Factors



Option A: August 15 Start Date

- ▶ **Opening Day:** Tuesday, August 15
- ▶ **Thanksgiving Recess:** Mon.–Fri., Nov. 20 – 24
- ▶ **End of First Semester:** Thursday, Dec. 21
- ▶ **Winter Break:** Fri.,–Fri., Dec. 22 – Jan. 5, 2018
- ▶ **Spring Recess:** Mon.–Fri., March 26–30
- ▶ **Last Day of School:** Thursday, May 31
- ▶ **Semester Lengths:** 85 days and 95 days



Option A: August 15 Start Date

- ▶ Aligns with Guiding Factors
- ▶ Provides a consistent start date year over year
- ▶ Allows more instructional time before testing (AP/IB/CELDT)
- ▶ Start date is earlier than two thirds of OC school districts
- ▶ Start date impacts August family time
- ▶ August is traditionally a warm month and some schools lack air conditioning



Option B: August 22 Start Date

- ▶ **Opening Day:** Tuesday, August 22
Thanksgiving Recess: Mon.–Fri., Nov. 20 – 24
- ▶ **End of First Semester:** Thursday., Dec. 21
- ▶ **Winter Break:** Fri.–Fri., Dec. 22 – Jan. 5, 2018
- ▶ **Spring Recess:** Mon.–Fri., April 2–6
- ▶ **Last Day of School:** Thursday, June 7
- ▶ **Semester Lengths:** 80 days and 100 days



Option B: August 22 Start Date

- ▶ Aligns with Guiding Factors
- ▶ Represents a compromise between Aug. 15 and post Labor Day start date
- ▶ Starting on a partial week is an easier transition for teachers, students and parents
- ▶ Supported by teacher's association representatives



Option C: August 28 Start Date

- ▶ **Opening Day:** Monday, August 28
- ▶ **Thanksgiving Recess:** Mon.–Fri., Nov. 20 – 24
- ▶ **End of First Semester:** Thursday., Dec. 21
- ▶ **Winter Break:** Fri.–Fri., Dec. 22 – Jan. 5, 2018
- ▶ **Spring Recess:** Mon.–Fri., April 2–6
- ▶ **Last Day of School:** Wednesday, June 13
- ▶ **Semester Lengths:** 76 days and 104 days



Option C: August 28 Start Date

- ▶ Represents a compromise with the post Labor Day calendar
- ▶ Aligns with some Guiding Factors:
 - Not aligned with sports schedules, college start dates and orientations
- ▶ Reduces time at school during one of the warmer months
- ▶ May reduce energy costs
- ▶ Gives more family time in August
- ▶ Unbalanced semesters impact semester courses
- ▶ Summer work would need to be assigned for AP/IB students



Option D: September 5 Start Date

- ▶ **Opening Day:** Tuesday, September 5
- ▶ **Thanksgiving Recess:** Mon.–Fri., Nov. 20 – 24
- ▶ **Winter Break:** Fri.–Fri., Dec. 22 – Jan. 5, 2018
- ▶ **End of First Semester:** February 1, 2018
- ▶ **Spring Recess:** Mon.–Fri., April 2–6
- ▶ **Last Day of School:** Wednesday, June 20
- ▶ **Semester Lengths:** 89 days and 90 days



Option D: September 5 Start Date

- ▶ Does not interrupt family time in August
- ▶ Reduces time at school during one of the warmer months
- ▶ Does not align with Guiding Factors
- ▶ Semester ends after Winter Break
- ▶ Summer work would need to be assigned for AP/IB students



2017–2018

Calendar Communications Plan

- ▶ Post start date calendar graphic on school websites
- ▶ District–issued press release in June
- ▶ Capo Talk/Inside Capo coverage in June/July
- ▶ ListServ announcement to all schools
- ▶ CUCPTSA notification for email to executive board
- ▶ CUCPTSA presentation at August 29 meeting
- ▶ Listserv announcements in the fall



Staff Recommendation

- ▶ Staff recommends Option B: August 22 start date and the approval of the 2018–2019 and 2019–2020 school calendars based on this model.



Addendum: Calendar Engagement Process

- ▶ A committee of over 37 representatives
 - Parents
 - Parent Leaders (PTA and CUCPTSA)
 - Board Members
 - Union Representatives (Teamsters, CSEA, CUEA)
 - District Personnel
 - School Personnel (activities and athletic directors)
 - Elementary, middle and high school representatives
 - Students
- ▶ The committee met four times: January 22, April 20, 29, & May 13
- ▶ Engagement Opportunities
 - 3 Forums
 - Email input via calendarinput@capousd.org
 - Independent polling of CUSD families



Addendum: Summary of Committee Agendas

▶ January 22

- Review of committee goals, purpose and calendar parameters
- Set meeting calendar and timeline for community forums and poll
- Reviewed calendar history

▶ April 20--Review of Data

- Articles
- Forum Summaries (3 forums) and poll results
- Calendar input email
- Summer camps, college orientations, OC school district start dates, CIF data, testing, and utility costs
- Attendance and enrollment

▶ April 29

- Prioritization of values and factors
- Drafted individual calendars as homework
- Calendar drafts fell into 3 options and these options will be presented tonight

▶ May 13

- Revisions to calendar drafts
- Two members requested a 4th calendar option with a post Labor Day start. The committee agreed to include this



INDEPENDENCE DAY HOLIDAY (Legal Holiday)

New Teacher - Pre-Service Day

All Teachers - Pre-Service Days

OPENING DAY OF SCHOOL

(Opening Day is a Minimum Day for Elementary Students)

Back-to-School Night, Middle School

(Minimum day per individual school site calendar)

Back-to-School Night, Elementary

(Minimum day per individual school site calendar)

LABOR DAY (Legal Holiday)

Back-to-School Night, High School

(Minimum day per individual school site calendar)

End of First Progress Reporting Period (High School)

End of First Quarter (Middle School)

End of First Reporting Period (Elementary)

Parent Conferences, Elementary (Minimum Day-Elementary)

Pupil Free Day-(Elem. Parent Conf., Secondary Prof. Dev.)

Parent Conferences, Elementary (Minimum Days)

End of Second Progress Reporting Period (High School)

VETERANS DAY (Legal Holiday)

THANKSGIVING RECESS (Recess for Students and Teachers)

THANKSGIVING HOLIDAYS (Legal and Local Holiday)

SCHOOL RESUMES

Final Exam Days, High School (Minimum Days, High School)

End of First Semester (High School)

End of Second Quarter (Middle School)

Pupil-Free Day Semester Wrap-up/Professional Development

Pupil-Free Day for Students & **Classified Staff Holiday**

WINTER RECESS (Recess for Students and Teachers)

CHRISTMAS HOLIDAYS (Local and Legal Holiday)

HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)

NEW YEAR'S DAY (Legal Holiday)

SCHOOL RESUMES

Second Semester Begins

DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)

LINCOLN DAY (Legal Holiday)

WASHINGTON DAY (Legal Holiday)

End of First Progress Reporting Period (High School)

End of Second Progress Reporting Period (Elementary)

Parent Conferences, Elementary (Minimum Days, Elementary School)

End of Third Quarter (Middle School)

SPRING RECESS (Recess for Students and Teachers)

SPRING HOLIDAY (Local Holiday)

SCHOOL RESUMES

End of Second Progress Reporting Period (High School)

MEMORIAL DAY (Legal Holiday)

LAST DAY OF SCHOOL FOR ATP STUDENTS

LAST DAY OF SCHOOL FOR ATP TEACHERS

Final Exam Days, High School (Minimum Days, High School)

End of Second Semester (High School)

End of Fourth Quarter (Middle School)

End of Third Progress Reporting Period (Elementary)

LAST DAY OF SCHOOL FOR ALL STUDENTS

(Minimum Day for All Students/Graduation Ceremonies)

LAST DAY OF SCHOOL FOR ALL TEACHERS

Tuesday, July 4, 2017

Thursday, Aug. 10, 2017

Friday & Monday, Aug. 11 & 14, 2017

Tuesday, Aug. 15, 2017

Tues.-Thurs., Aug. 22-24, 2017

Tues.-Thurs., Aug. 29-31, 2017

Monday, Sept. 4, 2017

Tues.-Thurs., Sept. 5-7, 2017

Friday, Sept. 22, 2017 (28 days)

Friday, Oct. 13, 2017 (43 days)

Friday, Oct. 27, 2017 (53 days)

Tuesday, Oct. 31, 2017

Wednesday, Nov. 1, 2017

Thurs.- Fri., Nov. 2-3, 2017

Friday, Nov. 3, 2017 (30 days)

Friday, Nov. 10, 2017

Mon.-Wed., Nov. 20-22, 2017

Thurs.-Fri., Nov. 23-24, 2017

Monday, Nov. 27, 2017

Tues.-Thurs., Dec. 19-21, 2017

Thursday, Dec. 21, 2017 (28 days)

Thursday, Dec. 21, 2017 (42 days)

Friday, Dec. 22, 2017

Friday Dec. 22, 2017

Fri.-Fri. Dec. 26, 2017-Jan. 5, 2018

Monday, Dec. 25, 2017

Friday, Dec. 29, 2017

Monday, Jan.1 2018

Monday, Jan. 8, 2018

Monday, Jan. 8, 2018

Monday, Jan. 15, 2018

Friday, Feb. 16, 2018

Monday, Feb. 19, 2018

Friday, Feb. 23, 2018 (32 days)

Friday, Feb. 23, 2018 (64 days)

Mon.-Fri., 26-Mar. 2, 2018

Friday, Mar. 16, 2018 (47 days)

Mon.-Fri., March 26-30, 2018

Friday, Apr. 30, 2018

Monday, Apr. 2, 2018

Friday, Apr. 13, 2018 (30 days)

Monday, May 28, 2018

Tues.-Thurs., May 29-May 31, 2018

Thursday, May 31, 2018 (34 days)

Thursday, May 31, 2018 (48 days)

Thursday, May 31, 2018 (63 days)

Thursday, May 31, 2018

Friday, June 1, 2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
2017-2018 SCHOOL CALENDAR OPTION B

INDEPENDENCE DAY HOLIDAY (Legal Holiday)
ATP Teachers - Pre-Service Days
ATP OPENING DAY OF SCHOOL
New Teacher - Pre-Service Day
All Teachers - Pre-Service Days
OPENING DAY OF SCHOOL
(Opening Day is a Minimum Day for Elementary Students)
Back-to-School Night, Middle School
(Minimum day per individual school site calendar)
LABOR DAY (Legal Holiday)
Back-to-School Night, Elementary
(Minimum day per individual school site calendar)
Back-to-School Night, High School
(Minimum day per individual school site calendar)
End of First Progress Reporting Period (High School)
End of First Quarter (Middle School)
End of First Reporting Period (Elementary)
Parent Conferences, Elementary (Minimum Day-Elementary)
Pupil Free Day- (Elem. Parent Conf., Secondary Prof. Dev.)
Parent Conferences, Elementary (Minimum Days)
VETERANS DAY (Legal Holiday)
End of Second Progress Reporting Period (High School)
THANKSGIVING RECESS (Recess for Students and Teachers)
THANKSGIVING HOLIDAYS (Legal and Local Holiday)
SCHOOL RESUMES
Final Exam Days, High School (Minimum Days, High School)
End of First Semester (High School)
End of Second Quarter (Middle School)
Pupil-Free Day Semester Wrap-up/Professional Development
Pupil-Free Day for Students & Classified Staff Holiday
WINTER RECESS (Recess for Students and Teachers)
CHRISTMAS HOLIDAYS (Local and Legal Holiday)
HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)
NEW YEAR'S DAY (Legal Holiday)
SCHOOL RESUMES
Second Semester Begins
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)
LINCOLN DAY (Legal Holiday)
WASHINGTON DAY (Legal Holiday)
End of First Progress Reporting Period (High School)
End of Second Progress Reporting Period (Elementary)
Parent Conferences, Elementary (Minimum Days, Elementary School)
End of Third Quarter (Middle School)
SPRING RECESS (Recess for Students and Teachers)
SPRING HOLIDAY (Local Holiday)
SCHOOL RESUMES
End of Second Progress Reporting Period (High School)
MEMORIAL DAY (Legal Holiday)
Final Exam Days, High School (Minimum Days, High School)
End of Second Semester (High School)
End of Fourth Quarter (Middle School)
End of Third Progress Reporting Period (Elementary)
LAST DAY OF SCHOOL FOR ALL STUDENTS
(Minimum Day for All Students/Graduation Ceremonies)
LAST DAY OF SCHOOL FOR ALL TEACHERS

Monday, July 4, 2017
Tuesday, Aug. 15, 2017
Thursday, Aug. 17, 2017
Friday & Monday, Aug. 18 & 21, 2017
Tuesday, Aug. 22, 2017

Tues.-Thurs, August 29-31, 2017

Monday, Sept. 4, 2017
Tues.-Thurs, Sept. 5-7, 2017

Tues.-Thurs, Sept. 12-14, 2017

Friday, Sept. 29, 2017 (28 days)
Friday, Oct. 13, 2017 (38 days)
Friday, Oct. 27, 2017 (48 days)
Tuesday, Oct. 31, 2017
Wednesday, Nov. 1, 2017
Thurs.- Fri., Nov. 2-3, 2017
Friday, Nov. 10, 2017
Friday, Nov. 9, 2017 (28 days)
Mon.-Wed., Nov. 20-22, 2017
Thurs.-Fri., Nov. 23-24, 2017
Monday, Nov. 27, 2017
Tuesday - Thursday, Dec. 19-21, 2017
Thursday, Dec. 21, 2017 (24 days)
Thursday Dec. 21, 2017 (42 days)
Friday, Dec. 22, 2017
Friday Dec. 22, 2017
Fri.-Fri. Dec. 22, 2017-Jan. 5, 2018
Monday, Dec. 25, 2017
Friday, Dec. 29, 2017
Monday, Jan.1 2018
Monday, Jan. 8, 2018
Monday, Jan. 8, 2018
Monday, Jan. 15, 2018
Friday, Feb. 16, 2018
Monday, Feb. 19, 2018
Friday Feb. 23, 2018 (32 days)
Friday, Feb. 23, 2018 (64 days)
Mon.-Fri., 26-March 2, 2018
Friday, March 16, 2018 (47 days)
Mon.-Fri., Apr. 2-6, 2018
Friday, Apr. 6, 2018
Monday, Apr. 9, 2018
Friday, Apr. 20, 2018 (35 days)
Monday, May 28, 2018
Tues.-Thurs., June 5-7, 2018
Thursday, June 7, 2018 (33 days)
Thursday, June 7, 2018 (53 days)
Thursday, June 7, 2018 (68 days)
Thursday, June 7, 2018

Friday, June 8, 2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
2017-2018 SCHOOL CALENDAR OPTION C

INDEPENDENCE DAY HOLIDAY (Legal Holiday)

ATP Teachers - Pre-Service Days

ATP OPENING DAY OF SCHOOL

New Teacher - Pre-Service Day

All Teachers - Pre-Service Days

OPENING DAY OF SCHOOL

(Opening Day is a Minimum Day for Elementary Students)

LABOR DAY (Legal Holiday)

Back-to-School Night, Middle School

(Minimum day per individual school site calendar)

Back-to-School Night, Elementary

(Minimum day per individual school site calendar)

Back-to-School Night, High School

(Minimum day per individual school site calendar)

End of First Progress Reporting Period (High School)

End of First Quarter (Middle School)

End of First Reporting Period (Elementary)

Parent Conferences, Elementary (Minimum Day-Elementary)

Pupil Free Day-(Elem. Parent Conf., Secondary Prof. Dev.)

Parent Conferences, Elementary (Minimum Days)

VETERANS DAY (Legal Holiday)

End of Second Progress Reporting Period (High School)

THANKSGIVING RECESS (Recess for Students and Teachers)

THANKSGIVING HOLIDAYS (Legal and Local Holiday)

SCHOOL RESUMES

Final Exam Days, High School (Minimum Days, High School)

End of First Semester (High School)

End of Second Quarter (Middle School)

Pupil-Free Day Semester Wrap-up/Professional Development

Pupil-Free Day for Students & Classified Staff Holiday

WINTER RECESS (Recess for Students and Teachers)

CHRISTMAS HOLIDAYS (Local and Legal Holiday)

HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)

NEW YEAR'S DAY (Legal Holiday)

SCHOOL RESUMES

Second Semester Begins

DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)

LINCOLN DAY (Legal Holiday)

WASHINGTON DAY (Legal Holiday)

End of First Progress Reporting Period (High School)

End of Second Progress Reporting Period (Elementary)

Parent Conferences, Elementary (Minimum Days, Elementary School)

End of Third Quarter (Middle School)

SPRING RECESS (Recess for Students and Teachers)

SPRING HOLIDAY (Local Holiday)

SCHOOL RESUMES

End of Second Progress Reporting Period (High School)

MEMORIAL DAY (Legal Holiday)

LAST DAY OF SCHOOL FOR ATP STUDENTS

LAST DAY OF SCHOOL FOR ATP TEACHERS

Final Exam Days, High School (Minimum Days, High School)

End of Second Semester (High School)

End of Fourth Quarter (Middle School)

End of Third Progress Reporting Period (Elementary)

LAST DAY OF SCHOOL FOR ALL STUDENTS

(Minimum Day for All Students/Graduation Ceremonies)

LAST DAY OF SCHOOL FOR ALL TEACHERS

Monday, July 4, 2017

Tuesday, August 15, 2017

Wednesday, Aug. 23, 2017

Thursday-Friday, Aug. 24 & 25, 2017

Monday, Aug. 28, 2017

Monday, Sept. 4, 2017

Tues.-Thurs., Sept. 5-7, 2017

Tues.-Thurs., Sept. 12-14, 2017

Tues.-Thurs., Sept. 19, 27-28, 2017

Friday, Sept. 29, 2017 (24 days)

Friday, Oct. 20, 2017 (39 days)

Friday, Oct. 27, 2017 (44 days)

Tuesday, Oct. 31, 2017

Wednesday, Nov. 1, 2017

Thurs.- Fri., Nov. 2-3, 2017

Friday, Nov. 10, 2017

Friday, Nov. 17, 2017 (28 days)

Mon.-Wed., Nov. 20-22, 2017

Thurs.-Fri., Nov. 23-24, 2017

Monday, Nov. 27, 2017

Tues.-Thurs., Dec. 19-21, 2017

Thursday, Dec. 21, 2017 (24 days)

Thursday, Dec. 21, 2017 (37 days)

Friday, Dec. 22, 2017

Friday Dec. 22, 2017

Fri.-Fri. Dec. 22, 2017-Jan. 5, 2018

Monday, Dec. 25, 2017

Friday, Dec. 29, 2017

Monday, Jan. 1, 2018

Monday, Jan. 8, 2018

Monday, Jan. 8, 2018

Monday, Jan. 15, 2018

Friday, Feb. 16, 2018

Monday, Feb. 19, 2018

Friday, March 2, 2018 (37 days)

Friday, March 2, 2018 (69 days)

Mon.-Fri., March 5-9, 2018

Friday, March 23 2018 (52 days)

Mon.-Fri., April 2-6, 2018

Friday, April 6, 2018

Monday, April 9, 2018

Friday, April 27, 2018 (35 days)

Monday, May 28, 2018

Mon.-Weds., June 11-13, 2018

Wednesday, June 13, 2018 (32 days)

Wednesday, June 13, 2018 (52 days)

Wednesday, June 13, 2018 (67 days)

Wednesday, June 13, 2018

Thursday, June 14, 2018

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
2017-2018 SCHOOL CALENDAR OPTION D

INDEPENDENCE DAY HOLIDAY (Legal Holiday)

ATP Teachers - Pre-Service Days

ATP OPENING DAY OF SCHOOL

New Teacher - Pre-Service Day

All Teachers - Pre-Service Days

LABOR DAY (Legal Holiday)

OPENING DAY OF SCHOOL

(Opening Day is a Minimum Day for Elementary Students)

Back-to-School Night, Middle School

(Minimum day per individual school site calendar)

Back-to-School Night, Elementary

(Minimum day per individual school site calendar)

Back-to-School Night, High School

(Minimum day per individual school site calendar)

End of First Progress Reporting Period (High School)

End of First Reporting Period (Elementary)

End of First Quarter (Middle School)

Parent Conferences, Elementary (Minimum Day-Elementary)

Pupil Free Day-(Elem. Parent Conf., Secondary Prof. Dev.)

Parent Conferences, Elementary (Minimum Days)

VETERANS DAY (Legal Holiday)

THANKSGIVING RECESS (Recess for Students and Teachers)

THANKSGIVING HOLIDAYS (Legal and Local Holiday)

SCHOOL RESUMES

End of Second Progress Reporting Period (High School)

WINTER RECESS (Recess for Students and Teachers)

CHRISTMAS EVE (Local Holiday)

CHRISTMAS HOLIDAY (Legal Holiday)

HOLIDAY TO REPLACE ADMISSION DAY (Local Holiday)

NEW YEAR'S DAY (Legal Holiday)

SCHOOL RESUMES

DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)

Final Exam Days, High School (Minimum Days, High School)

End of First Semester (High School)

End of Second Quarter (Middle School)

Pupil-Free Day Semester Wrap-up/Professional Development

Pupil-Free Day for Students & Classified Staff Holiday

Second Semester Begins

LINCOLN DAY (Legal Holiday)

WASHINGTON DAY (Legal Holiday)

End of Second Progress Reporting Period (Elementary)

Parent Conferences, Elementary (Minimum Days, Elementary School)

End of First Progress Reporting Period (High School)

SPRING RECESS (Recess for Students and Teachers)

SPRING HOLIDAY (Local Holiday)

SCHOOL RESUMES

End of Third Quarter (Middle School)

End of Second Progress Reporting Period (High School)

MEMORIAL DAY (Legal Holiday)

LAST DAY OF SCHOOL FOR ATP STUDENTS

LAST DAY OF SCHOOL FOR ATP TEACHERS

Final Exam Days, High School (Minimum Days, High School)

End of Second Semester (High School)

End of Fourth Quarter (Middle School)

End of Third Progress Reporting Period (Elementary)

LAST DAY OF SCHOOL FOR ALL STUDENTS

(Minimum Day for All Students/Graduation Ceremonies)

LAST DAY OF SCHOOL FOR ALL TEACHERS

Monday, July 4, 2017

Tuesday, August 15, 2017

Wednesday, Aug. 30, 2017

Thurs.-Fri., Aug. 31 & Sept. 1, 2017

Monday, Sept. 4, 2017

Tuesday, Sept. 5, 2017

Tues.-Thurs., Sept. 12-14, 2017

Tues.-Thurs., Sept. 19, 27-28, 2017

Tues.-Thurs., Sept. 26, Oct. 4 & 5, 2017

Friday, Oct. 13, 2017 (29 days)

Friday, Oct. 27, 2017 (39 days)

Friday, Nov. 3, 2017 (43 days)

Tuesday, Oct. 31, 2017

Wednesday, Nov. 1, 2017

Thurs.- Fri., Nov. 2-3, 2017

Friday, Nov. 10, 2017

Mon.-Wed., Nov. 20-22, 2017

Thurs.-Fri., Nov. 23-24, 2017

Monday, Nov. 27, 2017

Friday, Dec. 1, 2017 (28 days)

Fri.- Fri. Dec. 22, 2017-Jan. 5, 2018

Friday, Dec. 22, 2017

Monday, Dec. 25, 2017

Friday, Dec. 29, 2017

Monday, Jan. 1, 2018

Monday, Jan. 8, 2018

Monday, Jan. 15, 2018

Tues.-Thurs., Jan. 30-Feb. 1, 2018

Thursday, Feb. 1, 2018 (89 days)

Thursday, Feb. 1, 2018 (48 days)

Friday, Feb. 2, 2018

Friday, Feb. 2, 2018

Monday, Feb. 5, 2018

Friday, Feb. 16, 2018

Monday, Feb. 19, 2018

Friday, March 2, 2018 (68 days)

Mon.-Fri., March 5-9, 2018

Friday, March 16, 2018 (28 days)

Mon.-Fri., Apr. 2-6, 2018

Friday, Apr. 6, 2018

Monday, Apr. 9, 2018

Friday, April 20, 2018 (48 days)

Friday, May 4, 2018 (30 days)

Monday, May 28, 2018

Mon.-Weds., June 18-20, 2018

Wednesday, June 20, 2018 (90 days)

Wednesday, June 20, 2018 (42 days)

Wednesday, June 20, 2018 (72 days)

Wednesday, June 20, 2018

Thursday, June 21, 2018

CLASSIFIED MANAGEMENT COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2016 - 6/30/2017

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
22	44,380	46,599	48,929	51,375	53,944	56,641
23	45,489	47,763	50,151	52,659	55,292	58,057
24	46,627	48,958	51,406	53,976	56,675	59,509
25	47,792	50,182	52,691	55,326	58,092	60,997
26	48,988	51,437	54,009	56,709	59,544	62,521
27	50,212	52,723	55,359	58,127	61,033	64,085
28	51,468	54,041	56,743	59,580	62,559	65,687
29	52,755	55,393	58,163	61,071	64,125	67,331
30	54,073	56,777	59,616	62,597	65,727	69,013
31	55,425	58,196	61,106	64,161	67,369	70,737
32	56,810	59,651	62,634	65,766	69,054	72,507
33	58,231	61,143	64,200	67,410	70,781	74,320
34	59,686	62,670	65,804	69,094	72,549	76,176
35	61,178	64,237	67,449	70,821	74,362	78,080
36	62,707	65,842	69,134	72,591	76,221	80,032
37	64,275	67,489	70,863	74,406	78,126	82,032
38	65,881	69,175	72,634	76,266	80,079	84,083
39	67,529	70,905	74,450	78,173	82,082	86,186
40	69,216	72,677	76,311	80,127	84,133	88,340
41	70,947	74,494	78,219	82,130	86,237	90,549
42	72,721	76,357	80,175	84,184	88,393	92,813
43	74,538	78,265	82,178	86,287	90,601	95,131
44	76,402	80,222	84,233	88,445	92,867	97,510
45	78,312	82,228	86,339	90,656	95,189	99,948
46	80,269	84,282	88,496	92,921	97,567	102,445
47	82,276	86,390	90,710	95,246	100,008	105,008
48	84,334	88,551	92,979	97,628	102,509	107,634
49	86,441	90,763	95,301	100,066	105,069	110,322
50	88,602	93,032	97,684	102,568	107,696	113,081
51	90,818	95,359	100,127	105,133	110,390	115,910
52	93,088	97,742	102,629	107,760	113,148	118,805
53	95,415	100,186	105,195	110,455	115,978	121,777
54	97,800	102,690	107,825	113,216	118,877	124,821
55	100,246	105,258	110,521	116,047	121,849	127,941
56	102,752	107,890	113,285	118,949	124,896	131,141
57	105,320	110,586	116,115	121,921	128,017	134,418
58	107,954	113,352	119,020	124,971	131,220	137,781
59	110,652	116,185	121,994	128,094	134,499	141,224
60	113,419	119,090	125,045	131,297	137,862	144,755
61	116,254	122,067	128,170	134,579	141,308	148,373
62	119,160	125,118	131,374	137,943	144,840	152,082
63	122,139	128,246	134,658	141,391	148,461	155,884
64	125,194	131,454	138,027	144,928	152,174	159,783
65	128,324	134,740	141,477	148,551	155,979	163,778
66	131,531	138,108	145,013	152,264	159,877	167,871
67	134,820	141,561	148,639	156,071	163,875	172,069
68	138,191	145,101	152,356	159,974	167,973	176,372
69	141,646	148,728	156,164	163,972	172,171	180,780
70	145,187	152,446	160,068	168,071	176,475	185,299

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	Year 10	Year 15	Year 20	Year 25	Year 30
	0%	0%	2%	0%	2%
Cumulative Total	0%	0%	2%	2%	4%

CAPISTRANO UNIFIED SCHOOL DISTRICT

CLASSIFIED MANAGEMENT POSITION DESIGNATIONS & ASSIGNED RANGES

2016 - 2017

<u>Range 36</u> Supervisor	~ Custodial Services ~ Early Childhood Programs ~ Food Service Chef ~ Food Service Operations ~ Purchasing ~ Transportation Operations
<u>Range 41</u> Autism Specialist (IBI Supervisor)	
<u>Range 44</u> Manager I	~ Custodial Services ~ Energy, Safety, and Environment ~ Food Service Operations ~ Grounds Operations ~ Maintenance Trades ~ Transportation Operations ~ Transportation Operations, Vehicle Maintenance ~ Warehouse/Graphic Arts
<u>Range 50</u> Manager II	~ Fiscal Services ~ Payroll ~ Superintendent's Office ~ Systems Integration and Analysis ~ Technical Services
<u>Range 51</u> Coordinator	~ Special Education Programs
<u>Range 56</u> Director I	~ Fiscal Services ~ Information Systems ~ Maintenance and Operations ~ Performing Arts Centers and Facilities ~ Construction
<u>Range 59</u> Director II	~ Early Childhood Programs ~ Food & Nutrition Services ~ Informal Dispute Resolution Specialist ~ Technical Services ~ Transportation
<u>Range 63</u> Executive Director	~ Contracts and Purchasing
<u>Range 65</u> Chief	~ Facilities/Maintenance and Operations ~ Public Information Officer
<u>Range 67</u> Assistant Superintendent	~ Fiscal Services

Range 48
Classified High School Assistant Principal

CERTIFICATED MANAGEMENT COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2016 - 6/30/2017

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
22	44,380	46,599	48,929	51,375	53,944	56,641
23	45,489	47,763	50,151	52,659	55,292	58,057
24	46,627	48,958	51,406	53,976	56,675	59,509
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59	110,652	116,185	121,994	128,094	134,499	141,224
60	113,419	119,090	125,045	131,297	137,862	144,755
61	116,254	122,067	128,170	134,579	141,308	148,373
62	119,160	125,118	131,374	137,943	144,840	152,082
63	122,139	128,246	134,658	141,391	148,461	155,884
64	125,194	131,454	138,027	144,928	152,174	159,783
65	128,324	134,740	141,477	148,551	155,979	163,778
66	131,531	138,108	145,013	152,264	159,877	167,871
67	134,820	141,561	148,639	156,071	163,875	172,069
68	138,191	145,101	152,356	159,974	167,973	176,372
69	141,646	148,728	156,164	163,972	172,171	180,780
70	145,187	152,446	160,068	168,071	176,475	185,299

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	Year 10	Year 15	Year 20	Year 25	Year 30
	0%	0%	2%	0%	2%
Cumulative Total	0%	0%	2%	2%	4%

CAPISTRANO UNIFIED SCHOOL DISTRICT **CERTIFICATED MANAGEMENT POSITION DESIGNATIONS & ASSIGNED RANGES**

2016 - 2017

<u>Range 41</u> Autism Specialist (IBI Supervisor)	<u>Range 58</u> Assistant Principal, Adult/Community Ed High School Assistant Principal	<u>Range 64</u> Principal, High School Principal, High School, Online Academy and Alternative Education Programs Principal, Transition Programs
<u>Range 51</u> Coordinator ~ Athletics and Extra-Curricular Programs ~ Charter Schools and Strategic Initiatives ~ Credit Recovery ~ Education Technology ~ Pupil Welfare ~ Student Study Teams/504 ~ VAPA Program Specialist	<u>Range 59</u> Director II ~ Assessment, Research, & Accountability ~ Educational Technology ~ Informal Dispute Resolution Specialist ~ Human Resource Services Principal, Continuation High School Principal, Elementary School	<u>Range 65</u> Chief ~ Technology & Information Services
<u>Range 52</u> Elementary School Assistant Principal	<u>Range 61</u> Principal, K-8 Principal, Middle School	<u>Range 67</u> Assistant Superintendent ~ Curriculum and Instruction Preschool - Grade 5 ~ Curriculum and Instruction Grade 6-12, K-8 Alt Ed
<u>Range 53</u> Middle School Assistant Principal	<u>Range 63</u> Executive Director ~ CTE ~ District-wide Professional Development ~ Human Resource Services/Compliance ~ Human Resource Services/Investigations ~ Infant-Elementary Sp Ed Programs ~ Secondary/Adult Transition-Sp Ed Programs ~ Safety and Student Services ~ State & Federal Programs ~ Student Intervention and Support Services	<u>Range 68</u> Associate Superintendent ~ Human Resource Services ~ SELPA, Special Education Services
<u>Range 54</u> High School Activities Director		<u>Range 70</u> Associate Superintendent ~ Education Services
<u>Range 56</u> Director I ~ English Learner and Support Programs ~ Insurance & Risk Mgmt ~ Psychological Services ~ Sp Ed Technology Support Programs ~ Intervention Systems		

CONFIDENTIAL COMPENSATION SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

7/1/2016 - 6/30/2017

<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
11	43,412	45,583	47,862	50,255	52,768	55,406
12	44,497	46,722	49,058	51,511	54,087	56,791
13	45,609	47,889	50,283	52,797	55,437	58,209
14	46,749	49,086	51,540	54,117	56,823	59,664
15	47,918	50,314	52,830	55,472	58,246	61,158
16	49,117	51,573	54,152	56,860	59,703	62,688
17	50,344	52,861	55,504	58,279	61,193	64,253
18	51,603	54,183	56,892	59,737	62,724	65,860
19	52,894	55,539	58,316	61,232	64,294	67,509
20	54,216	56,927	59,773	62,762	65,900	69,195
21	55,570	58,349	61,266	64,329	67,545	70,922
22	56,959	59,807	62,797	65,937	69,234	72,696
23	58,384	61,303	64,368	67,586	70,965	74,513
24	59,844	62,836	65,978	69,277	72,741	76,378
25	61,340	64,407	67,627	71,008	74,558	78,286
26	62,873	66,017	69,318	72,784	76,423	80,244
27	64,446	67,668	71,051	74,604	78,334	82,251
28	66,057	69,360	72,828	76,469	80,292	84,307
29	67,708	71,093	74,648	78,380	82,299	86,414
30	69,400	72,870	76,514	80,340	84,357	88,575

Range 21

Human Resources Specialist

Insurance/Risk Management Specialist

Range 25

Executive Secretary

Range 26

Lead Human Resources Specialist

Range 28

Business Analyst

Executive Secretary to Deputy Superintendent

Range 30

Executive Secretary to Superintendent

Longevity Stipends

Added to salary on a cumulative basis, based on continuous years of service with CUSD

	Year 10	Year 15	Year 20	Year 25	Year 30
	0%	0%	2%	0%	2%
Cumulative Total	0%	0%	2%	2%	4%

MANAGEMENT/SUPERVISORY/CONFIDENTIAL SERVICE DAYS

1. Superintendent
Deputy Superintendents
Associate Superintendents
Assistant Superintendents
Chiefs ~~Officers~~
Executive Directors
Directors (~~except Director V, Transition Programs~~)
Classified Management, Supervisory and Confidential Personnel

12 months – 24 days vacation
12 sick days
2. Principal, Adult Transition
Principal, High School
Principal, High School Online and Adult Education

224 days of service to the District to be arranged by immediate supervisor
11 sick days
3. Activities Director, High School
Assistant Principal, High School
~~Assistant Principal, Adult/Community Education~~
~~Director V, Transition Programs~~
Principal, Continuation High School
Principal, Middle School

218 days of service to the District to be arranged by immediate supervisor
11 sick days
4. Classified High School Assistant Principal
~~Principal, Adult/Community Education~~
Principal, Elementary

210 days of service to the District to be arranged by immediate supervisor
11 sick days
5. Assistant Principal, Elementary School
Assistant Principal, Middle School
Program Specialists

205 days of service to the District to be arranged by immediate supervisor
11 sick days

MANAGEMENT/SUPERVISORY/CONFIDENTIAL SERVICE DAYS (continued)

6. ~~Activities Director, High School~~
Coordinators

200 days of service to the District to be arranged by immediate supervisor
11 sick days

7. Teaching Assistant Principal (with Administrative Credential)

190 days of service to the District to be arranged by immediate supervisor
10 sick days

Policy

revised: June 14, 1999

revised: September 15, 2000

revised: December 10, 2010

revised: October 12, 2010

revised: August 24, 2011

revised: May 25, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

EVALUATION/ACCOUNTABILITY

~~The evaluation shall recognize the worth and needs of the individual in the total working environment and shall provide direction toward the improvement of his/her effectiveness.~~

~~Formal management evaluations shall be recorded in writing utilizing the “Managerial Performance and Appraisal System” (MPPAS) as described in a manual published by the Superintendent’s office. The MPPAS is designed to facilitate effective job performance of the District’s managerial personnel and, through the MPPAS process:~~

- ~~• Focus the primary energies of the District’s managerial workforce on the Board of Trustees’ highest and most important priorities~~
- ~~• Provide a system in which each manager’s annual performance plan is developed collaboratively with his/her immediate supervisor.~~
- ~~• Identify and provide the support which managers need in the fulfillment of their responsibilities and the staff development which will assist them in the performance of their jobs~~
- ~~• Provide a system which holds managers accountable, yet recognizes and rewards effective job performance~~

~~MPPAS links the annual summative evaluation of each District administrator to the assessment of overall job performance in fulfilling the day to day responsibilities of the managerial position and to the level of achievement of predetermined job targets.~~

~~The MPPAS process, which continuous and cyclical in nature, has a starting point Board consideration of its annual major objectives and the strategic planning action steps for the upcoming school year. Once the Board’s annual major objectives and strategic planning action steps have been finalized and approved in an open meeting, performance planning conferences shall commence.~~

~~The evaluators may recommend annual incentive salary increases from one percent to five percent based upon one percent intervals. Recommendations for incentive salary increments shall be submitted to the Superintendent for referral to the Board, as funds permit. A maximum of 20 percent of the management personnel for any given year may receive an incentive salary increment.~~

Legal Reference:

EDUCATION CODE

33039 State guidelines for teacher evaluation procedures

35160.5 Requirement of District policies for competency of personnel assigned to evaluate

35171 Availability of rules and regulations for evaluation of performance

44660 44665 Evaluation and assessment of performance of certificated employees

45113 Rules and regulations for the classified service in Districts not incorporating the merit system

GOVERNMENT CODE

3543.2 Scope of representation (re evaluation procedures)

EVALUATION/SUPERVISION (continued)

The Board of Trustees believes that regular, comprehensive evaluations designed to hold management, supervisory and confidential staff accountable for their performance is key to improving their instructional leadership and management skills. Certificated, classified and confidential employee evaluations shall be linked to the District's vision and goals, school improvement plans, pupil progress, and measurable goals and outcomes.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0500 - Accountability)

(cf. 2140 - Evaluation of the Superintendent)

(cf. 4300 - Administrative and Supervisory Personnel)

Evaluations shall be used to recognize the exemplary skills and accomplishments of administrative and supervisory employees, serve as a criterion for contract renewals, and identify areas needing improvement. When the evaluation indicates areas needing improvement, the Board expects employees to take the initiative to improve their performance and for their supervisors to assist them in obtaining needed job skills.

(cf. 4331 - Staff Development)

Administrative and supervisory employees, where applicable, shall be evaluated in accordance with provisions of employee contracts.

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4312.1 - Contracts)

The Superintendent or designee shall make written evaluation procedures available to all administrative and supervisory employees.

(cf. 4112.9 - Employee Notifications)

Employees shall be evaluated based on the management evaluation timeline.

Confidential/Classified

A confidential/classified employee shall be evaluated twice during his/her probationary period, as well as twice in six months with each promotion. This will include a three month progress review and a six month progress review. A confidential/classified employee may have his/her probationary period extended for an additional three months. Once permanency is granted, the classified employee shall follow the Management Evaluation Timeline for permanent employees and be evaluated every two years thereafter, unless the employee has been in the District for ten years, in which case the employee shall be evaluated every five years.

EVALUATION/SUPERVISION (continued)Certificated

A~~n~~ certificated employee shall be evaluated annually for the first and second years of employment as an administrator or supervisor in the District, and at least every two years thereafter, unless the employee has been in the District for ten or more years, in which case the employee shall be evaluated every 5 years. ~~otherwise provided for in an employee contract or collective bargaining agreement.~~

Evaluations of certificated and confidential/classified employees may occur between scheduled periods at the request of the employee, his/her supervisor, or the Superintendent or designee. The Superintendent or designee shall establish clear, objective criteria for evaluation based on the job responsibilities of each administrative or supervisory position.

Evaluation criteria for certificated school site administrators may be based on the California Professional Standards for Educational Leaders (CPSEL) and also may include, but not be limited to, evidence of: (Education Code 44671)

1. Academic growth of students based on multiple measures which may include student work as well as student and school longitudinal data that demonstrate academic growth over time. Assessments used for this purpose shall be valid and reliable and used for the intended purposes and for the appropriate student populations. Local and state academic assessments may include, but are not limited to, state standardized assessments and formative, summative, benchmark, end-of-chapter, end-of-course, Advanced Placement, International Baccalaureate, college entrance, and performance assessments.

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6141.5 - Advanced Placement)

2. Effective and comprehensive teacher evaluations, including, but not limited to, curricular and management leadership, ongoing professional development, teacher-principal teamwork, and professional learning communities.
3. Culturally responsive instructional strategies to address and eliminate the achievement gap.
4. The ability to analyze quality instructional strategies and provide effective feedback that leads to instructional improvement.
5. High expectations for all students and leadership to ensure active student engagement and learning.

EVALUATION/SUPERVISION (continued)

6. Collaborative professional practices for improving instructional strategies.
7. Effective school management, including personnel and resource management, organizational leadership, sound fiscal practices, a safe campus environment, and appropriate student behavior.
8. Meaningful self-assessment to improve as a professional educator, which may include, but not be limited to, a self-assessment based on the CPSEL and the identification of areas of strengths and areas for professional growth to engage in activities to foster professional growth.
9. Consistent and effective relationships with students, parents/guardians, teachers, staff, and other administrators.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

The evaluation shall be dated and signed by the employee and evaluator. The employee may respond in writing to the evaluation within a reasonable time after receiving a copy of the evaluation. The response shall be attached to the evaluation and placed in the employee's personnel file.

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

Legal Reference:

EDUCATION CODE

35171 Availability of rules and regulations for evaluation of performance

44660-44665 Evaluation and assessment of performance of certificated employees

44670-44671 Principal evaluation

45113 Rules and regulations for the classified service in districts not incorporating the merit system

GOVERNMENT CODE

3540.1 Meeting and negotiating in public educational employment, definitions

3543.2 Scope of representation

3545 Determination of bargaining units

Policy

adopted: February 24, 1997

revised: May 25, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

MANAGEMENT COMPENSATION

~~Placement on Salary Schedule – Promotions/Reassignments~~

~~Management and confidential personnel who are promoted to a position at a higher range shall have their salary adjusted in the following manner: they shall be placed on the step in the higher range which would provide a pay increase of at least five percent, but not to exceed Step 5.~~

~~Management and confidential personnel who are reclassified or upgraded to a position at a higher range shall retain step placement given such step placement will not provide an increase beyond five percent. If the employee is on a longevity step in his/her current management/confidential position, upon such change, he/she shall move back in steps in the new range as outlined above. If the newly assigned step is Step 5, the administrator shall be placed on the first longevity step effective July 1 of the next fiscal year. If the newly assigned step is lower than Step 5, the administrator shall move to the first longevity step on July 1 of the next fiscal year after attaining Step 5. Employees who are moved from Step 20 to a lower step shall not have to serve a year at Step 15. Such employee is eligible to move from Step 10 to Step 20 as appropriate. However, notwithstanding everything just described, the Superintendent may exercise discretion to authorize a variation in step placement.~~

~~Managers returning to the classroom or classified service shall be placed on the appropriate longevity step as permitted in applicable Education Code provisions and collective bargaining agreements.~~

~~Y-Rating~~

~~Management and confidential personnel who are assigned to a position with a lower salary level shall be placed, if possible, on a range and step which represents no change or minimal change in salary. The Board of Trustees may approve a "Y" rating of such employee's salary which is to be reviewed and reapproved annually. A Y-rated salary shall not increase during the continuous regular service until the current salary range meets or exceeds the new salary of the employee. The Y rating of an employee's salary does not affect longevity credit.~~

~~Placement on Salary Schedule — New Hires or Current Employees New to a Management/Confidential Position~~

~~Although it would normally be expected that a New managerial employees will be placed on Step 1 in the designated salary range, the Superintendent or designee is authorized to place newly appointed or promoted managerial employees at a step higher than Step 1, including placement up to Step 56, based on experience in that position. The Superintendent may authorize salary placement higher than Step 5 upon Board approval.~~

MANAGEMENT COMPENSATION (continued)**Regular Step Advance**

Advancement to the next higher step within a classification shall be effective July 1 of each fiscal year, provided they have served in the position 6 months prior to the new fiscal year. ~~until Step 5 has been attained. Once Step 5 has been attained, the longevity provisions of this policy shall apply.~~

Longevity Credit

Longevity stipends shall be effective at the beginning of the management employee's years of service with the District and effective July 1, as outlined on the salary schedule, and as approved by the Board of Trustees. An employee shall receive a full year of longevity credit provided their date of hire is between July 1 and December 31. ~~An appointee to a management classification between July 1 and December 31 shall receive a full year of longevity credit. Appointees to management positions from January 1 to June 30 shall not have the year of appointment count toward longevity credit unless extenuating circumstances exist as determined by the Superintendent. The appropriate longevity increases shall be effective at the beginning of the administrator's 10th, 15th and 20th years of service in a management or confidential position. Longevity steps 15 and 20 are subject to annual review and approval of the Superintendent for certificated managers.~~

~~Subject to the Superintendent's discretion, an administrator may receive credit for up to six years of out of district administrative/management experience toward longevity.~~

Service Clubs and Community Organizations

~~It is to the benefit of the educational programs of Capistrano Unified School District for the Board of Trustees to have its district leaders involved in service clubs and community organizations. However, any costs associated with participation in these service clubs or community organizations will be incurred at the employee's expense.~~

Y-Rating

Management and confidential personnel who are assigned to a position with a lower salary level shall be placed, if possible, on a range and step which represents no change or minimal change in salary. The Board of Trustees may approve a "Y" rating of such employee's salary which is to be reviewed and reapproved annually. A Y-rated salary shall not increase during the continuous regular service until the current salary range meets or exceeds the new salary of the employee. The Y-rating of an employee's salary does not affect longevity credit.

Professional Association Dues

The Board of Trustees and Superintendent consider professional development of their management personnel to be a high priority. Pursuant to that philosophy, the Board of Trustees grants to the

MANAGEMENT COMPENSATION (continued)

Superintendent the authority to designate individuals, as official representatives of the school district, to obtain membership in select state, national and international professional organizations relevant to the operations of the school district.

Some professional associations offer institutional membership. In such cases, the Superintendent will identify who will serve as the school district's official representative(s).

Recognizing that professional development is important for all administrators, the Board of Trustees encourages the members of its management staff to join and participate in professional organizations.

Advanced Degree Incentive

Certificated and classified managers are eligible to receive the annual stipend as approved by the Board of Trustees for earned doctorate degrees. Classified managers are eligible to receive the annual stipends for an earned Master's degree as approved by the Board of Trustees.

Salary Underpayment/Overpayment Recovery Plan

In order to ensure proper range and step placement for employees, cooperation is required between the employee and the Payroll and ~~Personnel~~ Human Resource Services Departments. Employees are requested to review their salary placement at least annually.

Should the employee believe that he/she has been improperly placed (i.e., not receiving the correct salary), the employee should immediately bring this to the attention of the ~~Personnel and~~ Payroll and Human Resource Services Departments. Should the ~~the~~ District discover a salary error, the employee will be notified in writing at the earliest possible time after the error is noticed. A placement error that results in an incorrect payment to the employee will be corrected after the ~~the~~ District has received appropriate verification(s) from the employee and/or respective agency/or previous employer. The statute of limitations for salary underpayments and overpayments is three years.

Underpayments

Should an incorrect salary placement result in an underpayment to the employee (less than they should be receiving), a supplemental amount due to the employee shall be included in the employee's next regularly scheduled paycheck following appropriate verification.

Overpayments

Should an incorrect salary placement result in an overpayment to the employee, as it is considered a gift of public funds, the employee shall be responsible for the full repayment of any amount in excess of his/her appropriate salary and/or other compensation. The employee shall be responsible

MANAGEMENT COMPENSATION (continued)

for arranging a payment plan with the Payroll Department. The full amount must be repaid during a period not to exceed the time frame in which the overpayment occurred. Overpayments may be repaid by personal check, cash, or through payroll deduction. Any exceptions to the time period would require approval of the Superintendent or designee.

In the event the ~~d~~District and the employee are unable to agree on a repayment plan which is acceptable, the employee shall be notified that legal action may then be taken by the district in order to collect the overpayment amount.

Policy

revised: June 14, 1999

revised: August 13, 2001

revised: July 16, 2007

revised: September 8, 2008

revised: December 8, 2008

revised: February 9, 2009

revised: May 25, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 Valle Road

San Juan Capistrano, California

***AMENDED CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT
BUSINESS AND SUPPORT SERVICES***

This Amendment to Contract for Employment of Deputy Superintendent, Business and Support Services ("Amendment") is made and entered into May 25, 2016, by and between the Board of Trustees ("Board") of Capistrano Unified School District ("District") in the County of Orange, State of California, and Clark Hampton, Deputy Superintendent, Business and Support Services.

RECITALS

WHEREAS, the District employed the Deputy Superintendent, Business and Support Services pursuant to a Contract for Employment of Deputy Superintendent, Business and Support Services ("Contract") dated November 12, 2014; and,

WHEREAS, the District and the Deputy Superintendent, Business and Support Services desire to amend the Contract.

NOW, THEREFORE, the Board offers, and the Deputy Superintendent, Business and Support Services accepts, the following amended Contract ("Amended Contract"):

1. OFFER AND BOARD ACTION

1.1 At the meeting of the Board of Trustees of Capistrano Unified School District held on April 6, 2012, it was voted to employ Clark Hampton as Deputy Superintendent, Business and Support Services, effective May 1, 2012. The term of the Amended Contract shall be from July 1, 2016, to June 30, 2020, subject to the conditions hereinafter set forth.

2. SALARY

2.1 The salary of the Deputy Superintendent, Business and Support Services, effective July 1, 2016, shall be Two Hundred Fifteen Thousand Nine Hundred and Eighteen Dollars (\$215,918.00) per year. Thereafter, the Deputy Superintendent, Business and Support Services' salary shall increase to Two Hundred Twenty Six Thousand Seven Hundred and Fourteen Dollars (\$226,714.00) per year, effective July 1, 2017, and then shall increase to Two Hundred Thirty Eight Thousand and Fifty Dollars (\$238,050.00) per year, effective July 1, 2018 and then shall increase to Two Hundred Forty Nine Thousand Nine Hundred and Fifty Two Dollars (\$249,952.00) per year, effective July 1, 2019. The Deputy Superintendent, Business and Support Services salary shall be payable in equal monthly payments for the length of this Amended Contract and continuing for the remainder of this Amended Contract term with proration for a period of less than a full year of service.

2.2 A change in salary during the term of the Amended Contract shall not constitute the creation of a new contract or extend the termination date of the Amended Contract.

2.3 The District agrees to make a onetime discretionary payment on or before June 30, 2016 to the Deputy Superintendent, Business and Support Services in the sum of Seven Thousand Seven Hundred and Ninety-

Three Dollars (\$7,793.00). This onetime discretionary payment to the Deputy Superintendent, Business and Support Services by the District shall not create or constitute an obligation by the District to make the same or any other similar payment to the Deputy Superintendent, Business and Support Services in the future under the Amended Contract.

3. ADJUSTMENT OF BENEFITS

3.1 The Deputy Superintendent, Business and Support Services, shall receive all incentives and benefits available to other members of the District's certificated and classified management team while serving in this assignment except that the Deputy Superintendent of Business and Support Services' salary shall only be determined by the salary schedule set forth in Paragraph 2.1 of this Amended Contract.

4. FRINGE BENEFITS

4.1 The Deputy Superintendent, Business and Support Services shall be entitled to receive at least all fringe benefits of employment that are granted to other certificated and classified employees, including, but not limited to, health and welfare and retiree benefits.

5. PROFESSIONAL ASSOCIATION DUES/PROFESSIONAL GROWTH

5.1 The Board requires that the Deputy Superintendent, Business and Support Services, be a member of the Association of California School Administrators ("ACSA") and the California Association of School Business Officials ("CASBO") and, shall pay the annual membership dues assessed by both organizations. It is understood that participation in professional associations may require that the Deputy Superintendent, Business and Support Services attend regional and state meetings from time to time in his capacity as a member of such organizations. The Deputy Superintendent, Business and Support Services may attend a reasonable amount of meetings, as approved in writing by the Superintendent, within the context of his required workdays in as much as it does not interfere with the duties of his position.

5.2 The Deputy Superintendent, Business and Support Services shall also be permitted to attend professional growth opportunities as approved in writing by the Superintendent to enhance performance.

6. WORK YEAR, VACATION AND SICK LEAVE

6.1 The Deputy Superintendent, Business and Support Services, shall be considered a twelve (12) month employee and entitled to twenty four (24) working days of vacation and such holidays as are provided to classified employees of the District. The Deputy Superintendent, Business and Support Services' work year shall be two hundred forty seven (247) days. Sick leave days shall be accrued at the rate of twelve (12) days per year (one day of sick leave for each month of service rendered). Accrued, but unused, sick days shall be carried forward from year to year and transferred as provided by California Education Code and Board Policy.

7. POWERS AND DUTIES

7.1 The Deputy Superintendent, Business and Support Services, shall be directly responsible to the Superintendent of the Capistrano Unified School District and shall have such powers and duties which may be lawfully delegated and assigned by the Superintendent. The District's job description for the Deputy Superintendent, Business and Support Services, is hereby incorporated by reference.

8. SUBJECT LAW

8.1 This Amended Contract is subject to all applicable laws of the State of California and lawful rules and regulations of the California State Board of Education and the Board of Trustees of the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this Amended Contract as though herein set forth, including, but not limited to, the provisions of Government Code sections 53260 and 53261.

9. SENIOR MANAGEMENT DESIGNATION (Ed. Code, § 45100.5)

9.1 The position of Deputy Superintendent, Business and Support Services, shall be designated as Senior Management. Senior Management positions are part of classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that they shall be exempt from all provisions relating to obtaining permanent status. Notice of reassignment or dismissal from a Senior Management position shall be provided in accordance with the provisions of this Amended Contract and with Education Code section 35031.

10. PERFORMANCE GOALS AND OBJECTIVES AND EVALUATION

10.1 The Superintendent shall evaluate the Deputy Superintendent, Business and Support Services in each year, utilizing the process set forth in Paragraphs 10.2 through 10.9, inclusive.

10.2 Prior to September 1 of each year, the Superintendent shall meet to establish the Deputy Superintendent, Business and Support Services performance goals and objectives for that school year based on the duties and responsibilities set forth in the Amended Contract, the District job description, and any other criteria chosen by the Superintendent. These goals and objectives shall be reduced into writing.

10.3 The Deputy Superintendent, Business and Support Services shall also be evaluated annually based upon demonstrated administrative process improvement, responsiveness to administrative requirements, and accountability for the performance of administrative branches under his supervision. Lead and lag measures and/or indicators will be examined in the evaluation of performance and outcomes.

10.4 Prior to October 1 of each year, the Superintendent shall, in writing, provide the Deputy Superintendent, Business and Support Services with the evaluation instrument that the Superintendent will use to assess the Deputy Superintendent, Business and Support Services' performance based on the goals and objectives established pursuant to Paragraph 10.2 and objectively indicated administrative improvement and measurable outcomes pursuant to Paragraph 10.3. The evaluation instrument shall include an overall job performance rating of "Satisfactory," or "Unsatisfactory."

10.5 Prior to April 1 of each year, the Deputy Superintendent, Business and Support Services shall remind the Superintendent in writing of the Superintendent's evaluation obligations under the Amended Contract, and the Superintendent and the Deputy Superintendent, Business and Support Services shall

agree on dates for the Deputy Superintendent, Business and Support Services' evaluation and the other steps of the evaluation process as described herein.

10.6 Prior to June 1 of each year, the Deputy Superintendent, Business and Support Services shall present the Superintendent with a written self-evaluation. The self-evaluation shall mirror the form of the written evaluation instrument.

10.7 Prior to June 30 of each year, and after receiving the Deputy Superintendent, Business and Support Services' self-evaluation, each of the following shall occur:

- The Superintendent shall complete the evaluation instrument;
- The Superintendent and the Deputy Superintendent, Business and Support Services will meet to evaluate the Deputy Superintendent, Business and Support Services' performance, including the working relationship between the Superintendent and the Deputy Superintendent, Business and Support Services.

10.8 The evaluation of the Deputy Superintendent, Business and Support Services by the Superintendent will be in writing and placed in a sealed envelope in the Deputy Superintendent, Business and Support Services' personnel file marked as follows: "Confidential. Only to be opened upon authorization of the Superintendent." A copy of the evaluation will be provided to the Deputy Superintendent, Business and Support Services.

10.9 Failure of the Superintendent to complete the evaluation process does not constitute a material breach of the Amended Contract and shall not result in the amendment or extension of the Amended Contract. Failure of the Superintendent to evaluate the Deputy Superintendent, Business and Support Services shall not preclude the Superintendent or the Board from giving notice of termination or nonrenewal in accordance with Paragraphs 14.1 through 14.6, inclusive.

11. PROFESSIONAL ACTIVITIES

11.1 With prior written approval of the Superintendent, the Deputy Superintendent, Business and Support Services, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Said outside professional activities may be performed for consideration provided they do not interfere with a conflict with the Deputy Superintendent's performance of his duties under this Amended Contract.

11.2 If the Deputy Superintendent receives compensation for such speaking engagements, he must use vacation leave to perform outside activities. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.

12. REIMBURSEMENT OF BUSINESS EXPENSES

12.1 The District shall reimburse the Deputy Superintendent, Business and Support Services, for all reasonable business expenses incurred in connection with District business. Each such expenditure shall be reimbursable only if the Deputy Superintendent furnishes to the District adequate records and other documentary evidence required by the federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure. Such expenses include, but are not limited to:

- Attendance of approved regional, state or national conference, workshops or seminars.
- Hearings or meetings which are of benefit to the District.
- Transportation outside the District.

13. PROVISIONS REQUIRED BY GOVERNMENT CODE SECTIONS 53243, 53243.1, 53243.2, 53243.3, 53243.4 AND 53244

13.1 To the extent applicable to the District, this Amended Contract is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement by the Deputy Superintendent, Business and Support Services under the circumstances stated therein, as listed below:

13.1.1 On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his office or position. (Gov. Code, § 53243.)

13.1.2 On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his office or position. (Gov. Code, § 53243.1.)

13.1.3 On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his office or position. (Gov. Code, § 53243.2.)

13.1.4 On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his office or position. (Gov. Code, § 53243.3.)

13.1.5 For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code. (Gov. Code, § 53243.4.)

13.1.6 (a) A local public officer, as defined in subdivision (b), who is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance

of, his official duties shall forfeit any contract right or other common law, constitutional, or statutory claim against a local public agency employer to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation, other than the accrued rights and benefits to which he or she may be entitled under any public retirement system in which he or she is a member. The forfeiture provided by this section shall be in addition to, and independent of, any forfeiture of public retirement system rights and benefits pursuant to Section 7522.70, 7522.72, or 7522.74.

(b) For the purposes of this section, "local public officer" means a person, either elected or appointed, who exercised discretionary, executive authority in his employment.

(c) This section shall apply to any claim filed prior to the effective date of the act enacting this section, and still pending on that date, and any claim commenced after that date.

(d) Upon conviction, a local public officer as described in subdivision (a), and the prosecuting agency shall each notify the public employer who employed the local public officer at the time of the commission of the felony within 60 days of the felony conviction. The operation of this section is not dependent upon the performance of the notification required by this subdivision. (Gov. Code, § 53244.)

14. CONTRACT NON-RENEWAL

14.1 Notice: Should the Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Amended Contract, the Board shall give written notice of the decision to the Deputy Superintendent, Business and Support Services, at least sixty (60) days prior to the end of the Amended Contract, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031. Rather, if the Board fails to provide notice of non-renewal, the Amended Contract shall automatically be renewed on the same terms but only for a period of one year.

14.2 Deputy Superintendent, Business and Support Services Duty to Notify Board: Between ninety (90) days and one hundred and twenty (120) days prior to the end of the Amended Contract, the Deputy Superintendent, Business and Support Services shall, in writing, remind each Board member of the Board's obligation to give written notice pursuant to Paragraph 14.1. Failure by the Deputy Superintendent, Business and Support Services to provide notice to the Board shall invalidate the notice requirement under the previous paragraph and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031 and in Paragraph 14.1.

14.3 Termination for Cause: Notwithstanding any other provision of the Amended Contract, the Deputy Superintendent, Business and Support Services may be terminated for cause prior to the expiration of the Amended Contract, for any of the following:

- Neglect of Duty;
- Physical or mental inability of the Deputy Superintendent, Business and Support Services to perform his duties;
- Material breach of the Amended Contract;

- The Deputy Superintendent, Business and Support Services is selected as a final candidate for any other position during the term of the Amended Contract and he fails to notify the Board President within five (5) days of the his selection as set forth in Paragraph 14.9; or,
- Any other legally permissible reason.

Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to the District. Conduct that is seriously detrimental to the District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the District, unprofessional conduct, or incompetence. The Deputy Superintendent, Business and Support Services acknowledges that he is one of the District's most visible representatives and is required to maintain higher standards of personal conduct than many other employees. In order to represent the District with integrity and high ethical standards, the Deputy Superintendent, Business and Support Services shall avoid professional or personal situations that might reflect negatively on the Deputy Superintendent, Business and Support Services, the District or the Board.

14.3.1 Prior to terminating the Deputy Superintendent, Business and Support Services for cause, the Board shall give the Deputy Superintendent, Business and Support Services thirty (30) days written notice of its intention to terminate him for cause. Such written notice shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until the Deputy Superintendent, Business and Support Services has had an opportunity to meet with the Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within fifteen (15) calendar days after the Deputy Superintendent, Business and Support Services is served the notice of the Board's intention. This meeting with the Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. The Deputy Superintendent, Business and Support Services' right to meet with the Board shall be exclusive of any right to any other hearing otherwise required by law.

14.3.2 Any decision to terminate the Deputy Superintendent, Business and Support Services for cause shall be effective upon the date determined by the Board, except that such date shall not be sooner than thirty (30) calendar days after the notice of termination is given to the Deputy Superintendent, Business and Support Services. In the event that the Deputy Superintendent, Business and Support Services is terminated for cause, all rights and obligations of the Parties under the Amended Contract shall be deemed fully satisfied on the effective date of the termination and the Deputy Superintendent, Business and Support Services shall not be entitled to any further benefit under the Amended Contract including, but not limited to, the benefits described in Paragraph 4, inclusive.

14.3.3 A determination as to whether cause exists to terminate the Deputy Superintendent, Business and Support Services shall always be at the sole discretion of the Board.

14.4 Termination Without Cause: Notwithstanding any other provision of the Amended Contract, the Board shall have the sole right to terminate the Deputy Superintendent, Business and Support Services without cause at any time before its normal expiration. If the Board terminates the Deputy Superintendent, Business and Support Services without cause before the normal expiration of the Amended Contract, it shall pay to the Deputy Superintendent, Business and Support Services his base salary and medical/dental/vision and other benefits provided under the Amended Contract in an amount either (i) equal to the monthly salary of the Deputy Superintendent, Business and Support Services multiplied by the number of months left on the unexpired term of the Amended Contract or (ii) equal to the monthly salary of the Deputy Superintendent, Business and Support Services multiplied by eighteen (18), whichever is less.

14.4.1 The compensation set forth in Paragraph 14.4 shall be the only compensation of any kind which shall be due to the Deputy Superintendent, Business and Support Services if the Deputy Superintendent, Business and Support Services is terminated without cause by the Board.

14.5 Termination by Mutual Consent: Notwithstanding any other provision of the Amended Contract, the Board and the Deputy Superintendent, Business and Support Services may, by mutual consent, terminate the Amended Contract before its expiration.

14.5.1 If the Amended Contract is terminated under Paragraph 14.5, the maximum cash settlement that the Deputy Superintendent, Business and Support Services may receive shall either be (i) an amount equal to the monthly salary of the Deputy Superintendent, Business and Support Services multiplied by the number of months left on the unexpired term of the Amended Contract or (ii) an amount equal to the monthly salary of the Deputy Superintendent, Business and Support Services multiplied by eighteen (18), whichever is less. This paragraph, with the modifications to the rule, is set forth herein because it is required by subdivision (a) of Government Code Section 53260 but the Parties agree that it shall be superseded as set forth herein and by the provisions set forth in Paragraphs 14.3 in the event that the Deputy Superintendent, Business and Support Services is terminated for cause or by the limitations set forth in Paragraphs 14.4 in the event that the Deputy Superintendent, Business and Support Services is terminated without cause.

14.6 Termination by Death: The Amended Contract shall terminate immediately upon the death of the Deputy Superintendent, Business and Support Services and all rights and obligations of the Parties under the Amended Contract shall be deemed fully satisfied.

14.7 Liability for Taxes: Notwithstanding any other provision of the Amended Contract, the District shall not be liable (except in cases of the District errors or omissions) for any state or federal tax consequences to the Deputy Superintendent, Business and Support Services, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of the Deputy Superintendent, Business and Support Services. The Deputy Superintendent, Business and Support Services shall assume sole liability for any state or federal tax consequences of the Amended Contract or any related contract and agrees to indemnify and hold the District and the Board harmless from such tax consequences.

14.8 Deputy Superintendent, Business and Support Services Indemnification: The District shall include the Deputy Superintendent, Business and Support Services as a named insured in its liability and errors and omissions insurance policies.

14.8.1 The District shall, to the full extent permitted by law, defend, hold harmless, and indemnify the Deputy Superintendent, Business and Support Services from any and all demands, claims, suits, actions, and legal proceedings brought against him in his personal capacity or in his official capacity as an agent and/or employee of the District, provided that the incident arose while the Deputy Superintendent, Business and Support Services was acting on matters related to his employment with the District.

14.8.2 In no event will any individual Board member be personally liable for indemnifying the Deputy Superintendent, Business and Support Services.

14.9 Deputy Superintendent, Business and Support Services Notice of Termination or Prospective Employment: The Deputy Superintendent, Business and Support Services may terminate this Amended Contract by providing the District with written notice of intent to terminate. This notice shall be provided not less than sixty (60) calendar days prior to termination. The Deputy Superintendent, Business and Support Services and the District may agree in writing to a termination notice of less than sixty (60) calendar days. The Deputy Superintendent, Business and Support Services shall notify the District within five (5) days in the event he is selected as a final candidate for other employment.

15. GENERAL PROVISIONS

15.1 Full and Complete Contract: The Amended Contract is the full and complete contract between the Parties. It can be changed or modified only in writing signed by the Deputy Superintendent, Business and Support Services and the Board President or designee after Board approval.

15.2 Entire Contract: The Amended Contract contains the entire understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Amended Contract. The Amended Contract is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Amended Contract or to the relationship between the Board and the Deputy Superintendent, Business and Support Services.

15.3 Applicable Laws: Except as modified pursuant to Paragraphs 14.1, 14.2 and 14.5.1 or by another express term of the Amended Contract, the Amended Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Amended Contract as though fully set forth herein.

15.4 Construction: The Amended Contract will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Amended Contract, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

15.5 Delivery of Notices: All notices permitted or required under the Amended Contract shall be given to the Deputy Superintendent, Business and Support Services at the following two addresses: (1) 33122 Valle Road, San Juan Capistrano, California 92675; and (2) the home address of Deputy Superintendent, Business and Support Services, on file at the District's personnel office.

15.5.1 Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

15.6 Headings: The headings of sections of the Amended Contract have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Amended Contract.

15.7 Attorney's Fees: In the event of any action or proceeding to enforce or construe any of the provisions of the Amended Contract, the Deputy Superintendent, Business and Support Services and the Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

15.8 Severability: If any portion of the Amended Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Amended Contract.

15.9 Governing Law and Venue: The Amended Contract, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that in the event of litigation, venue shall be the proper state or federal court serving Orange County, State of California.

15.10 No Assignment: The Deputy Superintendent, Business and Support Services may not assign or transfer any rights granted or obligations assumed in the Amended Contract.

15.11 Conflict with Board Policies: In the event of a conflict between the terms of the Amended Contract, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Amended Contract shall prevail.

IN WITNESS, we affix our signatures to the Amended Contract as the full and complete understanding of the relationships between the parties.

On Behalf of the GOVERNING BOARD OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT:

Signature, Amy Hanacek, President Board of Trustees

Date

I, Clark Hampton accept the Board's offer of employment and agree to comply with the Amended Contract and fulfill all of the duties required herein as the Deputy Superintendent, Business and Support Services of Capistrano Unified School District.

Signature, Deputy Superintendent, Business and Support Services

Date



Facilities Needs

FOLLOW-UP TO MAY 18, 2016 BOARD WORKSHOP
COMMUNITY INPUT SURVEY RESULT

Summary

- ❖ Answers to Trustee Questions
- ❖ Funding History
- ❖ Recovery
- ❖ Community Engagement
- ❖ Next Steps

Trustee Questions

Q: How many years are the bonds issued for a Prop 39 bond measure?

A: School districts may issue bonds under either the Education Code or Government Code, and the State statutes have different limitations.

Under Education Code 15144, the term of the bonds cannot exceed 25 years.

Alternatively under Government Code 53508.6, the term of the bonds cannot exceed 30 years, unless a specific finding is met, in which case it can be up to 40 years.

The planning work for a potential CUSD bond is for a maximum term of 25 years consistent with the Education Code.

Trustee Questions

Q: Can taxpayers choose to prepay their portion of the bond?

A: Individual property owners do not have the ability to prepay general obligation bonds. However, the District has the ability to prepay and/or refinance bonds within certain limitations.

Trustee Questions

Q: Do some CFDs have limitations on the ability to place additional taxes on property? Specifically 90-2?

A: 90-2 does not have any limitations. Some mitigation agreements call for limits to establishing additional taxes until certain parameters are met, however once these conditions are met, bond measures are allowed.

Examples of this for CFDs currently in progress:

- Pacifica San Juan (CFD 98-1B) allows the levy of GO bond taxes after 159 homes have been sold. The expectation is this will happen next year and the first tax bill with a potential CUSD GO Bond on it would not be due until December 2017.

- Whispering Hills (CFD 2005-1) allows the levy of GO bond taxes with no limitations.

- Rancho Mission Viejo mitigation agreement (developments PA1 and PA2) allows GO bonds as long as the bonds are not for the purpose of mitigating the impact of the developments.

Trustee Questions

Q: What facility funds would be available to the District in state matching funds if the District were to pass a bond measure?

A: The District's current estimated new construction state eligibility is \$186,762,343 million which requires a 50% match from the District to access.

The current estimated modernization state eligibility is \$43,031,678 million which requires a 40% match from the District to access.

This means if the District had sufficient matching funds, a modernization project(s) totaling **\$72 million would only require \$29 million in District funds to complete** and a new construction project(s) totaling **\$374 million would only require \$187 million of District funds to complete.**

If we do not have funds to match against state funds, state funds will go to other school districts and cities outside of CUSD.

Trustee Questions

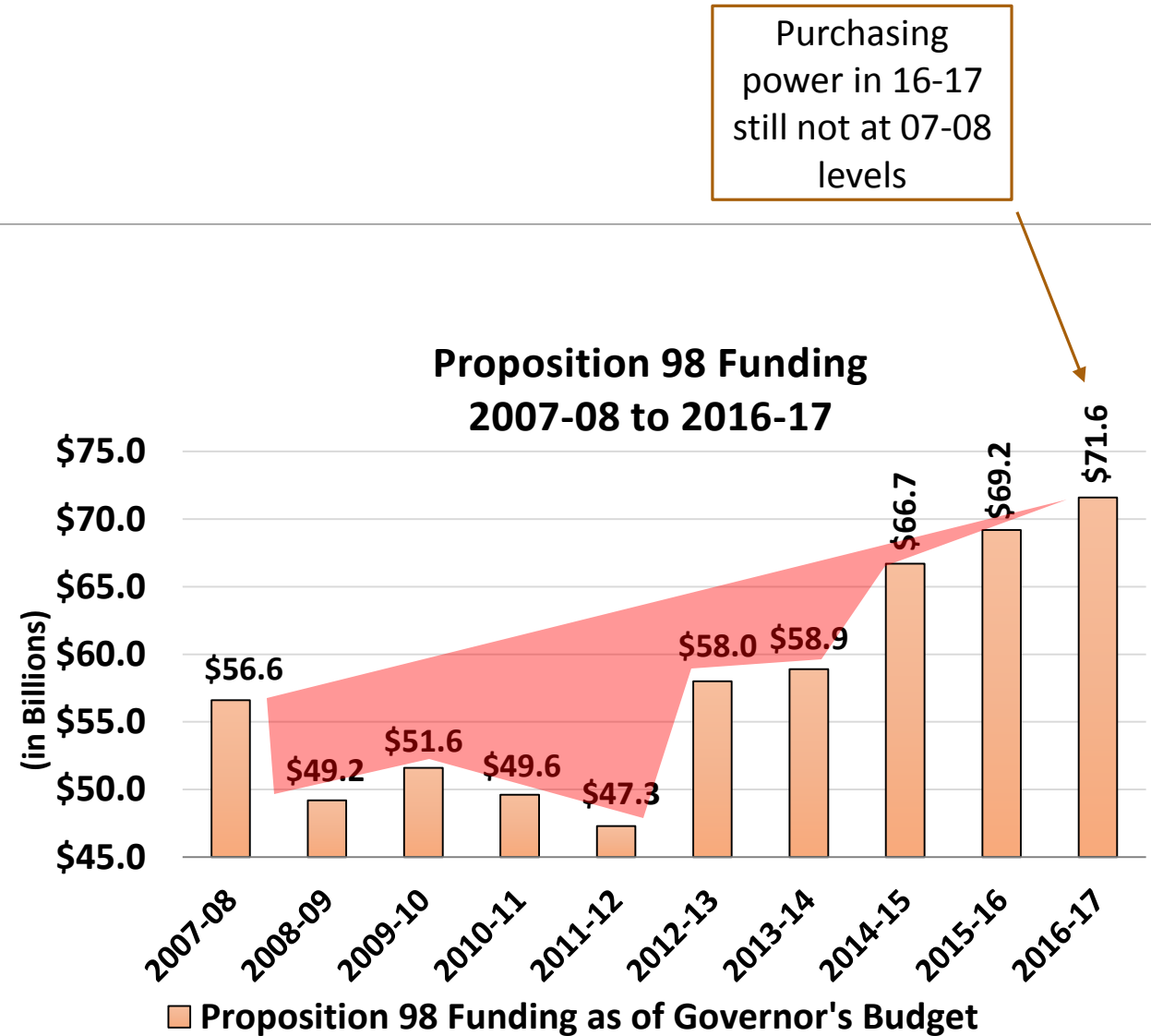
Q: What is the difference between an SFID and a GO Bond?

A: An SFID is a sub-set of the District and not District-Wide. CUSD would have to legally form a new District in order to form an SFID. Forming an SFID would be contrary to the recommendations put forth by the Community Facilities Committee on School Classrooms and Facilities.

Funding History

As a result of the largest cuts to education in California history, the ability of school districts to keep up with facilities needs was greatly impacted.

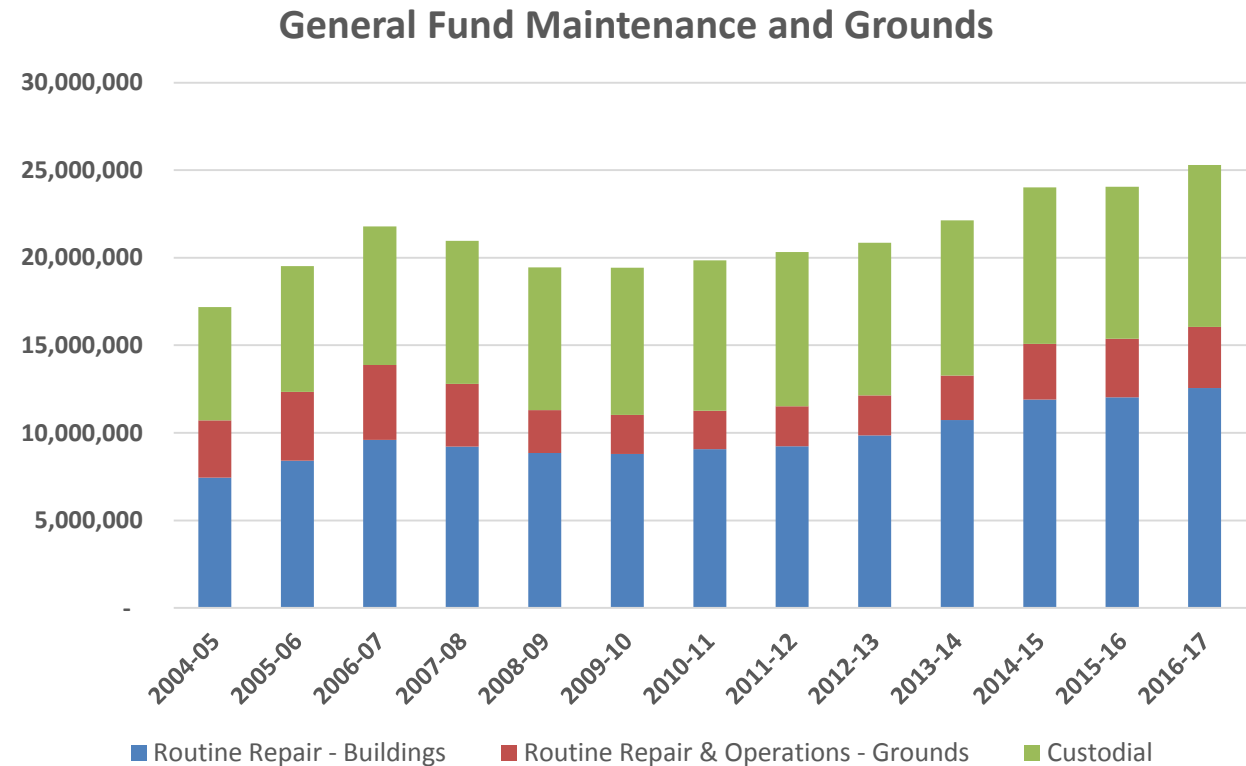
Older schools, that require greater attention, became increasingly difficult to maintain as the state cuts to school budgets grew deeper and deeper.



Recovery

As the economy began to improve and funding slowly returned to schools, CUSD established the “road to recovery” to recover from the cuts and increase facilities specific funding.

General Fund Maintenance and Grounds Keeping expenditures were significantly cut during the downturn, but due to a concerted recovery effort, in total, they are now higher than any time in CUSD history.



Recovery

During our road to recovery, many critical facilities related positions have been added.

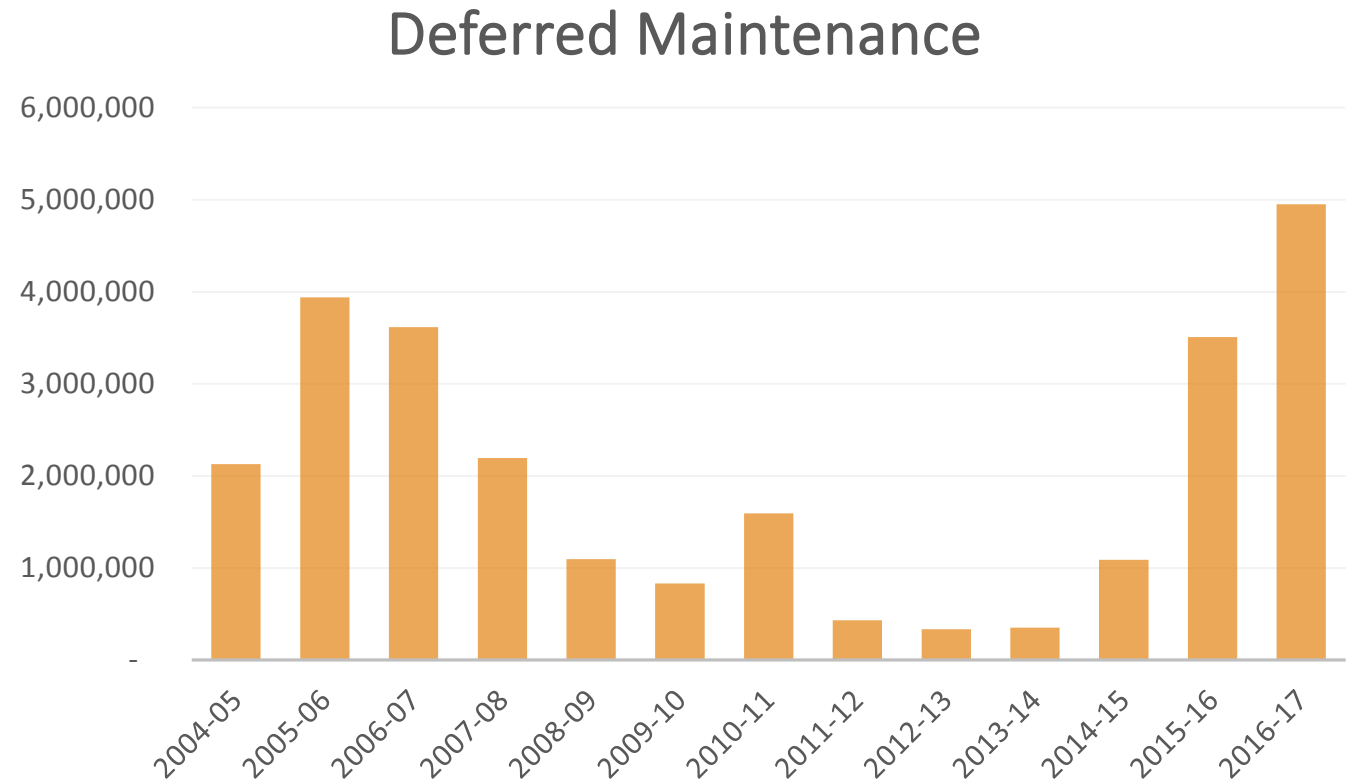
Added Facilities Related Positions

- 5 General Maintenance Workers
- 2 Operations Managers
- 1 Maintenance Planner
- 1 Maintenance Supervisor
- 1 Electronic Specialist
- 1 Locksmith
- 6 Night Custodians
- 4 Custodial Supervisor
- 10 Groundskeepers
- 2 Grounds Equipment Operators
- 1 Grounds Supervisor

Recovery

Deferred Maintenance was subject to severe cuts due to the state using these funds to help districts offset deep cuts to operating budgets.

With the road to recovery, Deferred Maintenance contributions are now at their highest levels ever and the District is committed to continuing to enhance funding levels over time.



Recovery

Even with these increases in facilities funding, the age of many of the District's school are such that this funding will not be sufficient to develop the facilities to a level suggested in the recommendations made by the Community Committee on School Classrooms and Campus Facilities (more about this committee in the following slides)

The District should:

- Work toward achieving equity in all aspects of facilities, with differentiation by grade levels, and comparable facilities by school family
- Provide that every school meet minimum standards, with minimum standards to be developed to help achieve equity across school families
- Ensure every school receives funds, though those with the greatest need for repairs and improvements should be addressed first
- Prioritize facilities projects by concurrently funding:
 - Health and safety in all District facilities
 - Americans with Disabilities Act (ADA) compliance standards and meeting the requirements of special needs students
 - Basic infrastructure repairs and upgrades
 - Technology
 - 21st century learning
 - Sports facilities and outdoor class areas
- Incorporate projections of growth into considering facilities needs
- Continue implementing the District's current technology plan and develop a vision for the classroom of the future

Wildly Important Goals (WIGs)

Concurrent with the Road to Recovery, Trustees established the District's overarching goals:

Teaching and Learning

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

Communications

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

Facilities

Optimize facilities and learning environments for all students.

Community Engagement

With our WIGs foremost in our minds, the District embarked on a significant community engagement to communicate with and hear from stakeholders.

Starting in mid October of 2015, the Community Committee on School Classrooms and Campus Facilities met in four, comprehensive, three hour evening meetings.

The committee discussed the following topics:

1. School classrooms and campus facilities needs
2. School funding
3. Public information and community opinion
4. Developed a Consensus Report that Resulted in 24 Recommendation to the Board of Trustees presented in December 2015

Information presented at each of these meetings, supplemental information and the consensus report and recommendations are available at: <https://capousd-ca.schoolloop.com/community>

Community Engagement

Three recommendation relating to facilities funding made by the Community Committee on School Classrooms and Campus Facilities were:

“Pursue additional funds from all possible resources for its school facilities.”

“Transition to a District-wide funding model over time, where funds are raised District-wide and distributed across all local schools in the District”.

“Pursue a District-wide general obligation bond to further raise additional funds.”

Community Engagement

In response to these specific facility funding recommendations, the District initiated a public opinion poll to test the viability of a bond measure so the Board could make an informed decision whether to move forward or not with placing a measure on the ballot for voters to consider.

The poll was conducted from April 28, 2016 to May 10, 2016 by the public opinion research firm Fairbank, Maslin, Maullin, Metz & Associates (FM3).

Results of the Public Opinion Research

At the May 18, 2016 Board Workshop, Rick Sklarz, Vice President with FM3 shared the results of the poll with Trustees:

The poll showed that a General Obligation bond measure would be viable

The poll showed community support sufficient to pass a bond measure considering language presented in the poll

The poll indicated that November 2016 would be an ideal time for placing a measure on the ballot for District voters to consider

Initial and Final Vote After Education on a \$889 Million School Bond by Region

City/Unincorporated Area	Initial % Total Yes	% Total Vote after Education	Difference	% Sample
Aliso Viejo	72%	73%	+1%	11%
Dana Point	63%	65%	+2%	10%
Laguna Niguel	67%	71%	+4%	20%
Mission Viejo	69%	65%	-4%	15%
Rancho Santa Margarita	58%	61%	+3%	3%
San Clemente	55%	56%	+1%	19%
San Juan Capistrano	61%	66%	+5%	9%
Unincorporated	50%	59%	+9%	13%
Total	62%	64%	+2%	100%

Next Steps

Staff Recommends the following timeline:

June 8, 2016 – At the next regularly scheduled Board meeting an information item containing the following:

1. A draft resolution calling for the Facilities needs
2. A draft resolution calling for an election
3. A potential ballot measure
4. A facilities project list
5. A tax rate statement

June 22, 2016 – The Board votes to consider placing a General Obligation Bond on the November 2016 General Election ballot

Placing a Ballot Measure

A ballot measure must be placed 88 days prior to the election. Our deadline for placing a ballot measure is August 12, 2016

The last scheduled Board Meeting prior to the August 12, 2016 deadline is July 20, 2016

A vote to place an item on the ballot must be taken during a regularly scheduled Board meeting
2/3 of the seats (five Trustees) of the Board are required to place a measure on the ballot