

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

BOARD OF TRUSTEES
Regular Meeting

August 17, 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
EXHIBIT A-3
EXHIBIT A-4

Daniel Burch/Sara Young
Attorney – Ernest Bell
Significant Exposure to Litigation – Four Cases
IDR Case Number 20160527
IDR Case Number 20160609
IDR Case Number 20160706
IDR Case Number 20160712
(Pursuant to Government Code § 54956.9(d)(2))

Gordon Amerson
California Policy Center v. Capistrano Unified School District et al
Superior Court of the State of California, Case No. 30-2016-00861401-CU-WM-CJC
(Pursuant to Government Code § 54956.9 (d)(1))

David M. Huff
Initiation of Litigation – one case
(Pursuant to Government Code § 54956.9 (d)(4))

EXHIBIT A-5

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Gordon Amerson
Attorney – Anthony DeMarco
Significant Exposure to Litigation – One Case
(Pursuant to Government Code § 54956.9 (d)(2))

Daniel Burch/Sara Young
Attorney – Ernest Bell
Significant Exposure to Litigation – Three Cases
OAH Case Number 2016050894
OAH Case Number 2016060186
OAH Case Number 2016060286
(Pursuant to Government Code § 54956.9(d)(1))

EXHIBIT B-1
EXHIBIT B-2
EXHIBIT B-3

C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Gordon Amerson
(Pursuant to Government Code § 54957)

D. LIABILITY CLAIMS

EXHIBIT D-1

Clark Hampton
Significant Exposure to Litigation – One Case
Rejection of Government Claim: No. LBI 1602382 MH
(Pursuant to Subdivision (d) of Government Code § 54956.9, Paragraph (2) or (3))

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

CALL TO ORDER – ROLL CALL

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

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 HEARING

1. ITEM PULLED BY STAFF

INFORMATION/
DISCUSSION

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

2. DONATION OF FUNDS AND EQUIPMENT:

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$21,223.74 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

Page 1

EXHIBIT 2

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

Approval of purchase orders (Attachment 1) and commercial warrants (Attachment 2). The expenditures related to the listed purchase orders and commercial warrants included in this item were previously authorized as part of the District's budget approval process. The purchase orders total \$18,617,311.20 and the commercial warrants total \$20,579,828.13. 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

Page 2

EXHIBIT 3

4. **INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS:** Page 75
EXHIBIT 4
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 forty-three new agreements totaling \$4,727,014.87 and nine amendments to existing agreements totaling \$8,000. 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
5. **AFFILIATION AGREEMENT – NUTRITION INK DIETETIC INTERNSHIP PROGRAM:** Page 271
EXHIBIT 5
Approval of Affiliation Agreement with Nutrition Ink Dietetic Internship Program (NIDIP) for placement of students of the Nutrition Ink program enrolled in the Dietetic Studentship. During the school year, Food Services staff will work with Nutrition Ink Dietetic student candidates to fulfill the field experience requirements of the internship program. There is no financial impact.
Contact: Clark Hampton, Deputy Superintendent, Business Support Services
6. **AGREEMENT FOR SPECIAL SERVICES, FISCAL AND MANAGEMENT INFORMATION SERVICES – SCHOOL SERVICES OF CALIFORNIA, INCORPORATED:** Page 273
EXHIBIT 6
Approval of Agreement for Special Services, Fiscal and Management Information Services with School Services of California, to assist the District regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process. The contractor will provide services at the rates indicated in the agreement. The term of the agreement is July 1, 2016 through June 30, 2017. Expenditures under this contract are estimated to be approximately \$4,260 funded by the general fund.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
7. **AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS AGREEMENT FOR AVID SECONDARY MEMBERSHIP:** Page 276
EXHIBIT 7
Approval of the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership. This agreement provides support to prepare students for college readiness and success in a global society. The term of this agreement is July 1, 2016 through June 30, 2017. The contractor will provide services at the rates indicated in the agreement. Expenditures under this contract are estimated to be \$68,340, funded by Local Control Accountability Plan funds.
Contact: Susan Holliday, Associate Superintendent, Education Services
8. **AMENDMENT TO THE ESENCIA K-8 SCHOOL, EDUCATIONAL SPECIFICATION PLAN:**
Approval of the Esencia K-8 School, Educational Specification Plan Revisions as required per California Department of Education review comments in accordance with the California Code of Regulations; Title 5 § 14001 and § 14030a which states that an education facility that is planned by a school district is "evolved from a statement of educational program requirements which reflect the school district's educational goals and objectives" and that such education specifications are "school board approved" prior to plans being submitted to California Department of Education for final approval. Due to the size of the amended Esencia K-8 School, Educational Specification Plan, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

9. **EXTENSION NO. 1 OF AGREEMENT FOR BID NO. 1516-08, DISTRICTWIDE ROOF ASSESSMENTS AND PREVENTATIVE ROOF MAINTENANCE – WEATHERPROOFING TECHNOLOGIES, INC.:** Page 296
EXHIBIT 9
Approval of Extension No. 1 of Agreement for Bid No. 1516-08, Districtwide Roof Assessments and Preventative Roof Maintenance with Weatherproofing Technologies, Inc., to provide roof-maintenance services, including inspections and leak calls at no additional cost. Vendor will furnish equipment, personnel, materials and all related components as outlined in the bid documents. The vendor agrees to maintain their current pricing for the renewal period of September 10, 2016 through September 9, 2017. Annual expenditures under this contract are estimated to be \$225,000 funded by deferred maintenance. Actual expenditures may vary, depending on District needs and the availability of funding.
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
10. **INCOME AGREEMENT NO. 43043 - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 304
EXHIBIT 10
Approval of Income Agreement No. 43043 with Orange County Superintendent of Schools to provide specialized and experienced services from Jane Vogel for functional vision assessments and consultation for District students as needed. The contractor will provide services at the rates indicated in the agreement. The term of this Agreement is July 1, 2016 through June 30, 2017. Annual expenditures under this contract are anticipated to be approximately \$5,000 paid by special education funds.
Contact: Daniel Burch, Interim Associate Superintendent, Special Education Services
11. **INCOME AGREEMENT NO. 43045 - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 310
EXHIBIT 11
Approval of Income Agreement No. 43045 with Orange County Superintendent of Schools to provide the services of Hope Therapies for speech and language services, including assessments and consultations for District students. The contractor will provide services at the rates indicated in the agreement. The term of this agreement is July 1, 2016 through June 30, 2017. Annual expenditures under this contract are anticipated to be approximately \$10,000 paid by special education funds.
Contact: Daniel Burch, Interim Associate Superintendent, Special Education Services
12. **INCOME AGREEMENT NO. 43057 - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 316
EXHIBIT 12
Approval of Income Agreement No. 43057 with Orange County Superintendent of Schools to provide instructional services related to the English Language Arts program, specifically cognitive coaching for District coaches and coordinators to support classroom instruction. The contractor will provide services at the rates indicated in the agreement. The term of this agreement is July 1, 2016 through June 30, 2017. Annual expenditures under this contract are anticipated to be approximately \$11,520, paid by the general fund.
Contact: Susan Holliday, Associate Superintendent, Education Services
13. **INCOME AGREEMENT NO. 43134 - ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 325
EXHIBIT 13
Approval of Income Agreement No. 43134 with Orange County Superintendent of Schools to provide instructional services related to Early Education Support Services program for District administrators. The contractor will provide services at the rates indicated in the agreement. The term of this agreement is August 1, 2016 through June 30, 2017. Annual expenditures under this contract are anticipated to be approximately \$1,000 paid by Early Childhood Programs funds.
Contact: Susan Holliday, Associate Superintendent, Education Services

14. STATE OF CALIFORNIA CONTRACT NO. 1-16-23-10 A THROUGH I, FLEET VEHICLES CARS – AWARDED TO VARIOUS CONTRACTORS AND STATE OF CALIFORNIA CONTRACT NO. 1-16-23-23 A THROUGH H, FLEET VEHICLES - VANS AND SUVs – AWARDED TO VARIOUS CONTRACTORS:

Approval to utilize the State of California Contract No. 1-16-23-10 A through I, Fleet Vehicles – Cars and State of California Contract No. 1-16-23-23 A through H Fleet Vehicles – Vans & SUVs, awarded to Downtown Ford Sales; Freeway Toyota; Winner Chevrolet; Elk Grove Auto Group; Elk Grove Ford; Wondries Fleet Group; Selma Nissan; and Swift Superstore for the purchase of fleet vehicles, as needed by the District. The District can utilize such contracts pursuant to California Public Contract Code § 10298, § 10299, and 12100 et. seq. without going to bid. The prices offered by the contractors have been assessed to be fair, reasonable, and competitive. The District's fleet is aging. The District is developing criteria for a vehicle replacement program to be implemented as funds become available. Staff has determined it is in the best interest of the District to utilize the state contract to purchase fleet vehicles. Due to the size of the contract and award documentation, it will be posted online on the District Board Agendas and Supporting Documentation page.

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

CURRICULUM AND INSTRUCTION

15. RESOLUTION NO. 1617-20, RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT DECLARING SUPPORT OF ONE BILLION ACTS OF KINDNESS: Page 332
EXHIBIT 15

Approval of the One Billion Acts of Kindness, Resolution No. 1617-20, will support the initiative created by the Orange County Department of Education and Orange County Superintendent of Schools to improve school climates, promote character and rally the community for greater civility. As the name of the campaign suggests, the goal is to register one billion good deeds in Orange County. Schools sites and members of the District Community may register the individual or group acts at <http://kindness1billion.org>. There is no financial impact.

Contact: Susan Holliday, Associate Superintendent, Education Services

16. CONTRACT #: CB-00016184 COLLEGE BOARD'S COLLEGE READINESS SUCCESS CONTRACT FOR PSAT ADMINISTRATION: Page 333
EXHIBIT 16

Approval of Contract #: CB-00016184 College Board's College Readiness Success Contract for PSAT Administration. This contract will allow College Board to administer the PSAT/NMSQT to all District grade 10 and 11 students on October 19, 2016. The \$107,880 cost will be funded by District Local Control Accountability Plan funds.

Contact: Susan Holliday, Associate Superintendent, Education Services

17. AFFILIATION OF AGREEMENT WITH REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, IRVINE, DEPARTMENT OF OPHTHALMOLOGY: Page 343
EXHIBIT 17

Approval of the affiliation of agreement with the University of California, Irvine (UCI), Department of Ophthalmology will allow preschool and transitional kindergarten students to receive free vision care services and support with prescription eye glasses for those that fail the District's annual vision screening. The UCI Pediatric Eye Mobile will be available for such services at elementary sites based upon pre-determined appointments under the supervision of the child's parent. UCI supports a project for pediatric vision care through a community service agreement with the Children's and Families Commission of Orange County referred to as "Pediatric Vision Project." The UCI vision project staff shall be under the supervision of a physician who is a member of UCI and who hold a faculty appointment. There is no financial impact.

Contact: Susan Holliday, Associate Superintendent, Education Services

18. **SERVICE AGREEMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, SUPPORTING THE EQUITABLE SCIENCE CURRICULUM INTEGRATING ARTS IN PUBLIC EDUCATION GRANT:** Page 356
EXHIBIT 18
Approval of the Service Agreement with the Regents of the University of California, supporting the Equitable Science Curriculum Integrating Arts in Public Education (ESCAPE) Grant. This Service Agreement with the Regents of the University of California, on behalf of the Irvine campus, supports the ESCAPE grant. The ESCAPE grant partners eight Orange County school districts with the Orange County Department of Education; University of California, Irvine (UCI); and Segerstrom Center for the Arts to integrate arts in the teaching of abstract scientific concepts to students. The grant provides an annual \$1,350 stipend for District teachers participating in the program, paid by UCI, to cover summer institute training and additional professional development throughout the year. The grant also provides teaching artists, through the Segerstrom Center for the Arts, to give direct instruction for three student lessons each year in classrooms of participating District teachers. This Service Agreement is for the third year of the three-year grant project which ends June 30, 2017. The original Memorandum Of Understanding was approved at the October 22, 2014 Board meeting.
Contact: Susan Holliday, Associate Superintendent, Education Services
19. **MEMORANDUM OF UNDERSTANDING WITH IRVINE VALLEY COLLEGE BIOTECHNOLOGY COLLEGE AND CAREER ACCESS PATHWAYS PARTNERSHIP AGREEMENT:** Page 363
EXHIBIT 19
Approval of the Memorandum of Understanding (MOU) with Irvine Valley College to formalize the Biotechnology Pathway between the District and Irvine Valley College for the 2016-2017 school year and beyond. The purpose of this MOU is to set forth the understandings of the parties with respect to the Biotechnology Pathway with Irvine Valley College. This collaboration benefits District students by providing an additional pathway leading to an industry certificate. This partnership will also enhance a student's future employment potential.
Contact: Susan Holliday, Associate Superintendent, Education Services
20. **MEMORANDUM OF UNDERSTANDING WITH PARENT INSTITUTE FOR QUALITY EDUCATION:** Page 373
EXHIBIT 20
Approval of the Memorandum of Understanding (MOU) with Parent Institute for Quality Education (PIQUE). PIQUE will provide parent education for parents of the District. The MOU provides a continued level of support for the 2016-2017 school year for the following schools: Newhart Middle School, Marco Forster Middle School, San Juan Hills High School, J. Serra High School, Bernice Ayer Middle School, Shorecliffs Middle School, Wood Canyon Elementary School and Lobo Elementary School. The District will allot a budget of \$55,000 to the PIQUE organization for services provided to eight schools.
Contact: Susan Holliday, Associate Superintendent, Education Services
21. **MEMORANDUM OF UNDERSTANDING WITH WELLNESS & PREVENTION FOUNDATION DBA WELLNESS & PREVENTION CENTER:** Page 374
EXHIBIT 21
Approval of the Memorandum of Understanding with Wellness & Prevention Foundation DBA Wellness & Prevention Center (WPC), a private non-profit California Corporation, will provide increased accessibility to mental health services for children and families of San Clemente High School, Vista del Mar Middle School, Bernice Ayers Middle School and Shorecliffs Middle School for the 2016-2017 and 2017-2018 school years. Services will include assessment and individual and family therapy for students seeking mental health services related to their functioning and relationships, and universal wellness education for students. District school sites will provide a dedicated, furnished, confidential office space at San Clemente High School and a confidential setting when services are provided at middle schools. There is no financial impact.
Contact: Susan Holliday, Associate Superintendent, Education Services

HUMAN RESOURCE SERVICES

22. **CALIFORNIA STATE UNIVERSITY FULLERTON LEARNING ACTIVITY PLACEMENT AGREEMENT:** Page 379
EXHIBIT 22
Approval of unpaid student volunteer agreement with California State University Fullerton (CSUF) to host student volunteers to assist in District classrooms and schools. The learning agreement is required by CSUF to allow students to complete their academic internship hours as volunteers or classroom aides in grade school classrooms within the District. The learning agreement is effective upon execution and will continue until terminated by either party or until expiration in five years' time.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Service
23. **QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT:** Page 381
EXHIBIT 23
Acceptance of Williams Settlement Fourth Quarter Report. As a result of the Williams Settlement, Education Code § 35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination. Furthermore, the law requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. During the fourth quarter, no complaints were filed.
Contact: Gordon Amerson, Associate Superintendent, Human Resource Services
24. **ORANGE COUNTY DEPARTMENT OF EDUCATION FOURTH QUARTER REPORT – WILLIAMS SETTLEMENT LEGISLATION:** Page 382
EXHIBIT 24
Acceptance of Williams Settlement Legislation Orange County Department of Education (OCDE) Fourth 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, Associate Superintendent, Human Resource Services
25. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:** Page 384
EXHIBIT 25
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, Associate Superintendent, Human Resource Services
26. **RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:** Page 420
EXHIBIT 26
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, Associate Superintendent, Human Resource Services

DISCUSSION ACTION ITEMS

27. **CITIZEN'S REQUEST – UTILIZING SOLAR WITHIN THE CAPISTRANO UNIFIED SCHOOL DISTRICT:** INFORMATION/
DISCUSSION
Page 442
EXHIBIT 27
Board Policy 9322, *Agenda/Meeting Materials*, states any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. Russell Tran requested placement of an agenda item to address the Board regarding the use of solar energy within the District.
Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

It is recommended the Board President recognize Russell Tran to present this item. This is an information item only and no Board action is necessary.

28. **SECOND READING – BOARD POLICY 4351, MANAGEMENT COMPENSATION:** DISCUSSION/
ACTION
Page 445
EXHIBIT 28

The following Board Policy 4351, *Management Compensation*, was adopted by the Board of Trustees on June 22, 2016. After further review, it was brought to staffs attention the policy required further revisions. Staff is asking the Board to consider revisions to modify the language regarding placement on the salary schedule. The revised language will enable the District to remain in a competitive position when promoting and placing management, supervisory, and confidential employees. 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, Associate Superintendent, Human Resource Services

Staff Recommendation

It is recommended the Board President recognize Gordon Amerson, Associate 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 _____

29. **FIRST READING – ADDITION OF BOARD POLICY 6170.1 TRANSITIONAL KINDERGARTEN:** DISCUSSION/
ACTION
Page 448
EXHIBIT 29

This proposed Board Policy 6170.1, *Transitional Kindergarten*, outlines the recommended policy language of the California School Board Association's sample Board Policy on Transitional Kindergarten. The creation of specific policy on Transitional Kindergarten will establish the parameters of the program, eligibility, curriculum and instruction, staffing, continuance to kindergarten and assessments. This policy is aligned with Education Code §48000 regarding Transitional Kindergarten.

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

Contact: Susan Holliday, Associate Superintendent, Education Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the addition of Board Policy 6170.1, *Transitional Kindergarten*.

Motion by _____ Seconded by _____

30. **DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS:** DISCUSSION/
ACTION
Page 451
EXHIBIT 30

Approval of the Declaration of Need for Fully Qualified Educators. Education Code § 80026 requires that a Declaration of Need for Fully Qualified Educators be on file with the appropriate County Office of Education before the beginning of a new school year and shall remain in force until the end of that academic year. (A Declaration of Need is necessary if there is an insufficient number of qualified applicants.) Submission of this declaration does not commit the District to issuing short term staff permits or emergency credentials, but rather is submitted as a matter of routine in the

event it becomes necessary to employ such individuals. Based on past and current trends, the 2016-2017 Declaration of Need for Fully Qualified Educators enables the District to request special teaching permits in hard-to-fill areas such as Special Education (Moderate/Severe, Pre-School), and single subjects (Spanish, Physics, Chemistry, Mathematics). This year, there continues to be a limited need for Cross Cultural, Language, and Academic Development/English Learner Authorizations, Bilingual Authorizations and Resource Specialists. A Declaration of Need for Fully Qualified Educators must be filed prior to the beginning of the school year, even though there is no way to determine if there will be a need to employ teachers. However, if the Board of Trustees has not approved the appropriate declaration for the upcoming year, the District is precluded from hiring such individuals should the need arise. There is no financial impact to the general fund in the Board's acceptance of this declaration.

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

Contact: Gordon Amerson, Associate Superintendent, Human Resource Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the Declaration of Need for Fully Qualified Educators.

Motion by _____ Seconded by _____

31. **RESOLUTION NO. 1617-22, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (COTO DE CAZA), AFFIRMING, RATIFYING, AND AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (COTO DE CAZA) FOR FISCAL YEAR 2016-2017:**

DISCUSSION/
ACTION
Page 454
EXHIBIT 31

Resolution No. 1617-22 affirms, ratifies, and authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 90-1 (Coto de Caza), for Fiscal Year 2016-2017. The Special Tax of CFD No. 90-1 is collected by the District prior to issuance of any building permit in CFD No. 90-1; therefore, there is no need to notify the County of Orange Auditor-Controller.

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

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

Staff Recommendation

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

Following discussion, in adopting Resolution No. 1617-22, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-1 of the Capistrano Unified School District (Coto De Caza), Affirming, Ratifying, and Authorizing the Levy of Special Taxes in Community Facilities District No. 90-1 of the Capistrano Unified School District (Coto De Caza) for Fiscal Year 2016-2017

Motion by _____ Seconded by _____

32. **RESOLUTION NO. 1617-23, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2016-2017:**

DISCUSSION/
ACTION
Page 459
EXHIBIT 32

Resolution No. 1617-23 authorizes the levy of Special Tax in Community Facilities District (CFD) No. 90-2 (Talega) for Fiscal Year 2016-17. In order to secure the tax roll for CFD No. 90-2 in Fiscal Year 2016-2017, the District must notify the County of Orange Auditor-Controller no later than August 20, 2016, or other duly authorized date, with a certified copy of Resolution No. 1617-23, along with a copy of the annual levy of Special Taxes for Fiscal Year 2016-2017. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

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

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

Staff Recommendation

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

Following discussion, in adopting Resolution No. 1617-23, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Authorizing the Levy of Special Taxes in Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) For Fiscal Year 2016-2017, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

33. **RESOLUTION NO. 1617-24, RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-2 1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2016-2017:**

DISCUSSION/
ACTION
Page 465
EXHIBIT 33

Resolution No. 1617-24 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 90-2 1A Improvement Area No. 2002-1 (Talega) for Fiscal Year 2016-2017. In order to secure the tax roll for CFD No. 90-2 1A in Fiscal Year 2016-2017, the District must notify the County of Orange Auditor/Controller no later than August 20, 2016, or other duly authorized date, with a certified copy of Resolution No. 1617-24, along with a copy of the annual levy of Special Taxes for Fiscal Year 2016-2017. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

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

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

Staff Recommendation

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

Following discussion, in adopting Resolution No. 1617-24, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-2 1A Improvement Area No. 2002-1 of the

Capistrano Unified School District (Talega), Authorizing the Levy of Special Taxes in Community Facilities District No. 90-2 1A of the Capistrano Unified School District (Talega) For Fiscal Year 2016-2017, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

34. **RESOLUTION NO. 1617-25, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES) FOR FISCAL YEAR 2016-2017:** DISCUSSION/
ACTION
Page 471
EXHIBIT 34

Resolution No. 1617-25 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 92-1 (Las Flores) for Fiscal Year 2016-2017. In order to secure the tax roll for CFD No. 92-1 in Fiscal Year 2016-2017, the District must notify the County of Orange Auditor/Controller no later than August 20, 2016, or other duly authorized date, with a certified copy of Resolution No. 1617-25, along with a copy of the annual levy of Special Taxes for Fiscal Year 2016-2017. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

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

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

Staff Recommendation

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

Following discussion, in adopting Resolution No. 1617-25, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores), Authorizing the Levy of Special Taxes in Community Facilities District No. 92-1 of the Capistrano Unified School District (Las Flores) For Fiscal Year 2016-2017, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

35. **RESOLUTION NO. 1617-26, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN) FOR FISCAL YEAR 2016-2017:** DISCUSSION/
ACTION
Page 477
EXHIBIT 35

Resolution No. 1617-26 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 98-1A (Pacifica San Juan) for Fiscal Year 2016-2017. Such Special Taxes were levied, in prior fiscal years, on a partial basis. It is proposed that for Fiscal Year 2016-2017 the Special Taxes be levied on a partial basis at less than the Assigned Special Tax for CFD No. 98-1A. As in prior fiscal years, this is not a precedent for future fiscal years. In order to secure the tax roll for CFD No. 98-1A in Fiscal Year 2016-2017, the District must notify the County of Orange Auditor-Controller no later than August 20, 2016, or other duly authorized date, with a certified copy of Resolution No. 1617-26, along with a copy of the annual levy of Special Taxes for Fiscal Year 2016-2017. The District's Special Tax Consultant, David Taussig & Associates, will deliver the required documents on the District's behalf to the County of Orange.

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

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

Staff Recommendation

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

Following discussion, in adopting Resolution No. 1617-26, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan), Authorizing the Levy of Special Taxes in Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) For Fiscal Year 2016-2017, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

36. **RESOLUTION NO. 1617-27, RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LADERA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LADERA) FOR FISCAL YEAR 2016-2017:**

DISCUSSION/
ACTION
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EXHIBIT 36

Resolution No. 1617-27, authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 98-2 (Ladera) for Fiscal Year 2016-2017. In order to secure the tax roll for CFD No. 98-2 in Fiscal Year 2016-2017, the District must notify the County of Orange Auditor/Controller no later than August 20, 2016, or other duly authorized date, with a certified copy of Resolution No. 1617-27, along with a copy of the annual levy of Special Taxes for Fiscal Year 2016-2017. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

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

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

Staff Recommendation

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

Following discussion, in adopting Resolution No. 1617-27, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 98-2 of the Capistrano Unified School District (Ladera), Authorizing the Levy of Special Taxes in Community Facilities District No. 98-2 of the Capistrano Unified School District (Ladera) For Fiscal Year 2016-2017, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

37. **RESOLUTION NO. 1617-28, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO MADRINA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO MADRINA) FOR FISCAL YEAR 2016-2017:**

DISCUSSION/
ACTION
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EXHIBIT 37

Resolution No. 1617-28 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 2004-1 (Rancho Madrina) for Fiscal Year 2016-2017. In order to secure the tax roll for CFD No. 2004-1 in Fiscal Year 2016-2017, the District must notify the County of Orange Auditor-Controller no later than August 20, 2016, or other duly authorized date, with a certified copy of Resolution No. 1617-28, along with a copy of the annual levy of Special Taxes for Fiscal Year 2016-2017. The District's Special Tax Consultant, David Taussig & Associates, will deliver the required documents on the District's behalf to the County of Orange.

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

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

Staff Recommendation

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

Following discussion, in adopting Resolution No. 1617-28, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2004-1 of the Capistrano Unified School District (Rancho Madrina), Authorizing the Levy of Special Taxes in Community Facilities District No. 2004-1 of the Capistrano Unified School District (Rancho Madrina) For Fiscal Year 2016-2017, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

38. **RESOLUTION NO. 1617-29, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS) FOR FISCAL YEAR 2016-2017:**

DISCUSSION/
ACTION
Page 493
EXHIBIT 38

Resolution No. 1617-29 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 2005-1 (Whispering Hills) for Fiscal Year 2016-2017. In order to secure the tax roll for CFD No. 2005-1 in Fiscal Year 2016-2017, the District must notify the County of Orange Auditor-Controller no later than August 20, 2016, or other duly authorized date, with a certified copy of Resolution No. 1617-29, along with a copy of the annual levy of Special Taxes for Fiscal Year 2016-2017. The District's Special Tax Consultant, David Taussig & Associates, will deliver the required documents on the District's behalf to the County of Orange.

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

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

Staff Recommendation

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

Following discussion, in adopting Resolution No. 1617-29, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills), Authorizing the Levy of Special Taxes in Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) For Fiscal Year 2016-2017, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____

39. THIRD READING – BOARD POLICY 1221, COMMUNITY FACILITIES DISTRICT CITIZENS’ OVERSIGHT AND ADVISORY COMMISSION:

DISCUSSION/
ACTION

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EXHIBIT 39

On December 9, 2015 the Board received a Consensus Report presented by members of the Community Committee on School Classrooms and Campus Facilities including a recommendation to establish a citizens’ oversight and advisory commission on Community Facilities Districts (CFD). The Board subsequently received information presentations, information/discussion items and discussion/action items on January 27, 2016, March 23, 2016, May 11, 2016, and July 20, 2016. Revisions requested by Trustees during previous readings have been made. The Board is asked to consider adoption of Board Policy 1221, *Community Facilities District Citizens’ Oversight and Advisory Commission*.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Board Policy 1221, *Community Facilities District Citizens’ Oversight and Advisory Commission*.

Motion by _____ Seconded by _____

40. RESOLUTION NO. 1617-30 OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ELIMINATING CFD 90-2 “PAY-AS-YOU-GO” SPECIAL TAXES:

DISCUSSION/
ACTION

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EXHIBIT 40

The Board is asked to consider adoption of Resolution No. 1617-30 eliminating “Pay-As-You-Go” Special Taxes in Community Facilities District 90-2 (Talega). The Resolution would eliminate excess special taxes above the 110 percent debt service coverage ratio required for the bonds.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1617-30, A Resolution of the Board of Trustees of the Capistrano Unified School District Eliminating CFD 90-2 “Pay-As-You-Go” Special Taxes.

Motion by _____ Seconded by _____

41. **RESOLUTION NO. 1617-31 OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ELIMINATING CFD 90-2 IA 2002-1 “PAY-AS-YOU-GO” SPECIAL TAXES:** DISCUSSION/
ACTION
Page 505
EXHIBIT 41
- The Board is asked to consider adoption of Resolution No. 1617-31 eliminating “Pay-As-You-Go” Special Taxes in Community Facilities District 90-2, Improvement Area 2002-1 (Talega). The Resolution would eliminate excess special taxes above the 110 percent debt service coverage ratio required for the bonds.
- CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.**
- Contact: Clark Hampton, Deputy Superintendent, Business and Support Services**
- Staff Recommendation
- It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.
- Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1617-31, A Resolution of the Board of Trustees of the Capistrano Unified School District Eliminating CFD 90-2 IA 2002-1 “Pay-As-You-Go” Special Taxes.
- Motion by _____ Seconded by _____
42. **RESOLUTION NO. 1617-32 OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ELIMINATING CFD 92-1 “PAY-AS-YOU-GO” SPECIAL TAXES:** DISCUSSION/
ACTION
Page 507
EXHIBIT 42
- The Board is asked to consider adoption of Resolution No. 1617-32 eliminating “Pay-As-You-Go” Special Taxes in Community Facilities District 92-1 (Las Flores). The Resolution would eliminate excess special taxes above the 110 percent debt service coverage ratio required for the bonds.
- CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.**
- Contact: Clark Hampton, Deputy Superintendent, Business and Support Services**
- Staff Recommendation
- It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.
- Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1617-32, A Resolution of the Board of Trustees of the Capistrano Unified School District Eliminating CFD 92-1 “Pay-As-You-Go” Special Taxes.
- Motion by _____ Seconded by _____
43. **RESOLUTION NO. 1617-33 OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ELIMINATING CFD 98-2 “PAY-AS-YOU-GO” SPECIAL TAXES:** DISCUSSION/
ACTION
Page 509
EXHIBIT 43
- The Board is asked to consider adoption of Resolution No. 1617-33 eliminating “Pay-As-You-Go” Special Taxes in Community Facilities District 98-2 (Ladera). The Resolution would eliminate excess special taxes above the 110 percent debt service coverage ratio required for the bonds.
- CUSD WIG 3: Facilities – Optimize facilities and learning environments for all students.**
- Contact: Clark Hampton, Deputy Superintendent, Business and Support Services**
- Staff Recommendation
- It is recommended the Board President recognize Clark Hampton, Deputy Superintendent, Business and Support Services to present this item.

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1617-33, A Resolution of the Board of Trustees of the Capistrano Unified School District Eliminating CFD 98-2 “Pay-As-You-Go” Special Taxes.

Motion by _____ Seconded by _____

- 44. RESOLUTION NO. 1617-34 OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ELIMINATING CFD 2004-1 “PAY-AS-YOU-GO” SPECIAL TAXES:** DISCUSSION/
ACTION
Page 511
EXHIBIT 44

The Board is asked to consider adoption of Resolution No. 1617-34 eliminating “Pay-As-You-Go” Special Taxes in Community Facilities District 2004-1 (Rancho Madrina). The Resolution would eliminate excess special taxes above the 110 percent debt service coverage ratio required for the bonds.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1617-34, A Resolution of the Board of Trustees of the Capistrano Unified School District Eliminating CFD 2004-1 “Pay-As-You-Go” Special Taxes.

Motion by _____ Seconded by _____

- 45. RESOLUTION NO. 1617-18, ADOPT AMENDMENT TO NEGATIVE DECLARATION FOR THE ESENCIA K-8 PROJECT:** DISCUSSION/
ACTION
Page 513
EXHIBIT 45

Resolution No. 1617-18, Adopt Amendment to Negative Declaration for the Esencia K-8 Project includes revisions to the Negative Declaration for Esencia K-8 per California Department of Education review comments and in compliance with California Environmental Quality Act (CEQA) Guidelines 15072. On January 11, 2016, the District posted public notice of the Negative Declaration for the Esencia K-8 Project for a 30 day public review and comment period. In compliance with CEQA Guidelines, public comments have been addressed and published in the Negative Declaration. The revisions required by California Department of Education are minor and will not require a second public review.

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

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1617-18, Adopt Amendment to the Negative Declaration for the Esencia K-8 Project.

Motion by _____ Seconded by _____

- 46. ITEM PULLED BY STAFF** DISCUSSION/
ACTION

ADJOURNMENT

Motion by _____ Seconded by _____

**THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS
WEDNESDAY, SEPTEMBER 14, 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.

Donation of Funds
August 17, 2016

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Henken Orthodontics	\$1,174.00	Instructional Materials and Supplies	Vista del Mar Middle School
Schools First Federal Credit Union	\$500.00	Fall Orientation	Transportation
Boys & Girls Club of South Coast Area	\$9,900.00	Transportation to Boys & Girls Club	Transportation
Wagon Wheel Elementary School PTA	\$7,419.74	Field Trip	Wagon Wheel Elementary School
Walt Disney Company Foundation	\$30.00	Instructional Materials and Supplies	Moulton Elementary School
Laguna Niguel Rotary Foundation	\$1,200.00	5th Grade Science Camp	Hidden Hills Elementary School
Vista del Mar Elementary School PTA	\$1,000.00	Meet the Masters Program	Vista del Mar Elementary School
	\$21,223.74		

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2015-16 =====
Board of Trustees Meeting.....AUGUST 17, 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
5570	95	GOVERNMENT FINANCIAL STRATEGIE	Serv& Op/Fac Acq /Dstrctwd	40,000.00
			1 Purchase Orders	\$40,000.00

Board of Trustees Purchase Order Listing
----- Fiscal Year: 2015-16 -----
Board of Trustees Meeting.....AUGUST 17, 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
357311	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/Prsnl:HR/Dstrctwd	20,000.00
357312	14	KNA CONSULTING ENGINEERS INC	Bldg Imp/Fac Acq /NHMS	2,000.00
357313		VOID	VOID	0.00
357314	13	PRINTING TECHNIC CORP	OpSupp /FoodServ/Dstrctwd	5,292.00
357315	1	SUNBELT STAFFING LLC	Sub NPA /NPA /Dstrctwd	19,000.00
357316		VOID	VOID	0.00
357317	1	NOVATA - CARES	SubNonCn/GuidCnsl/Dstrctwd	561.00
357318	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	698.88
357319	25	PLACEWORKS	CEQA /Fac Acq /SJHHS	9,876.98
357320	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/Warehse /Dstrctwd	748.11
357321	1	KELLY PAPER COMPANY	SpplsNonI/Grph Art/Dstrctwd	18.37
357322	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/SupvAdmn/Dstrctwd	775.50
357323	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Saf&Trng/Dstrctwd	968.76
357324	1	G.A. DOMINGUEZ	Rntl:Oth/RR:Bldgs/Kinoshta	1,585.00
357325	14	COUNTY OF ORANGE-WASTE MNGT	Serv& Op/Fac Acq /Dstrctwd	4,000.00
357326	1	JULIOS AUTO CENTER	Rntl:Oth/PuplTran/Dstrctwd	810.00
357327	1	BUSWEST	Ppl Tran/PuplTran/Dstrctwd	4,170.48
357328	1	ORANGE COUNTY SHERIFF DEPT	Serv& Op/Security/Dstrctwd	438.95
357329	25	PLACEWORKS	CEQA /Fac Acq /SCHS	14,526.55
357330		VOID	VOID	0.00
357331	1	ORANGE COUNTY THERAPY SERVICE	Sub NPA /NPA Hlth/Dstrctwd	1,495.00
357332	14	KYA SERVICES LLC	Bldg Imp/Fac Acq /Dstrctwd	28,439.78
357333	70	STERICYCLE ENVIRONMENTAL	Serv& Op/Enterprs/Dstrctwd	21,137.39
357334	1	CDWG Inc	SpplsNonI/TIS /Dstrctwd	523.31
357335		VOID	VOID	0.00
357336	1	US BANK	PARS /Undesig /Dstrctwd	9,100.00
357337		VOID	VOID	0.00
357338		VOID	VOID	0.00
357339	1	NEW HAVEN YOUTH & FAMILY	NPS /NPS /Dstrctwd	1,109.50
357340	1	GARCIA, IRMA R.	SubNonCn/GuidCnsl/Dstrctwd	1,297.90
357341		VOID	VOID	0.00
357342		VOID	VOID	0.00
357343	1	NSI ACADEMY	Sub RTC /NPS /Dstrctwd	319.89
357344	1	FAIRBANK MASLIN MAULLIN &	CnsltNon/SupvAdmn/Dstrctwd	25,000.00
357345	1	PORT VIEW PREPARATORY SCHOOL	Sub NPS /NPS /Dstrctwd	2,025.00
357346	1	WELSH, JENNIFER	Residtl /NPS /Dstrctwd	577.14
357347	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/HlthServ/Dstrctwd	2,151.63
357348	1	HERITAGE SCHOOLS INC	Sub MHBC/NPS /Dstrctwd	4,678.00
			Sub MHBC/PsychSer/Dstrctwd	1,465.00
357349	1	YELLOWSTONE BOYS & GIRLS RANCH	Sub MHBC/NPS /Dstrctwd	6,600.00
			Sub MHBC/PsychSer/Dstrctwd	2,424.81
357350	1	AVID CENTER	CnfrNonI/SupvAdmn/Dstrctwd	899.00
357351	1	CELEBRATIONS SPEECH GROUP	Sub NPA /NPA /Dstrctwd	3,300.00
357352	1	ORANGE COUNTY REGISTER	Cmmnctns/Bus/Fisc/Dstrctwd	261.00
357353	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	701.30

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2015-16 -----
 Board of Trustees Meeting.....AUGUST 17, 2016

PO No.	Fund	Vendor	Description	Amount
357354	1	SOUTH COAST FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	1,750.00
357355	1	SOUTH COAST FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	1,575.60
357356	1	WESTED	SpIsNonI/PuplTest/Dstrctwd	4,635.11
357357	1	CAROL DEBOISBLANC	Serv& Op/Instrctn/JSHS	637.59
357358	1	SOUTH COAST FIRE PROTECTION	SpIsNonI/RR:Bldgs/Dstrctwd	5,054.00
357359	1	REM INC - REVEL ENVIRONMENTAL	Rntl:Oth/RR:Bldgs/Dstrctwd	3,155.00
357360	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/Op:Grnds/Dstrctwd	1,488.48
357361	1	ASSURED FIRE SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	3,415.00
357362	1	LEISURE CARE REFERRAL AGENCY	NPA /NPA Hlth/Dstrctwd	437.50
357363		VOID	VOID	0.00
357364	1	THE COLLEGE BLUEPRINT LLC	CnsltSvs/Instrctn/Dstrctwd	2,900.00
357365	1	NANCY DOYLE	InstMtls/Instrctn/DHHS	494.72
357366	1	NANCY DOYLE	InstMtls/Instrctn/DHHS	905.70
357367		VOID	VOID	0.00
357368	1	GAYLE PARIDE	CnsltNon/Pub Info/Dstrctwd	3,561.23
357369	1	JENNIFER RAO	NPS /NPS /Dstrctwd	1,669.20
357370	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	7,920.00
357371	1	TORY AND AMY SIRKIN	Legal /SupvAdmn/Dstrctwd	7,000.00
			Serv& Op/PuplTran/Dstrctwd	9,307.76
			Serv& Op/NPS /Dstrctwd	15,691.24
			Subagrmt/NPS /Dstrctwd	60,583.76
357372	1	CASBO	SpIsNonI/Bus/Fisc/Dstrctwd	190.78

52 Purchase Orders \$331,348.90

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2016-17 =====
Board of Trustees Meeting.....AUGUST 17, 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
5572	89	CJK CONSTRUCTION MANAGEMENT	CnsMgFee/Fac Acq /SJHHS	108,333.33
5573	87	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	35,000.00
5574	89	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	20,000.00
5575	92	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	10,000.00
5576	93	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	5,000.00
5577	95	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	10,000.00
5578	97	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	5,000.00
5579	98	DAVID TAUSSIG ASSOC INC	Serv& Op/Fac Acq /Dstrctwd	18,000.00
5580	87	BONDLOGISTIX LLC	Serv& Op/Fac Acq /Dstrctwd	6,250.00
9 Purchase Orders				\$217,583.33

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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
360582	1	HOUGHTON MIFFLIN CO	K-8Textb/Instrctn/Dstrctwd	1,737,060.42
360583	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
360584	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
360585	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
360586	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
360587	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
360588	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SE0thIns/Dstrctwd	24.50
360589	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	160.36
360590		VOID	VOID	0.00
360591	1	DELL COMPUTER	SpplsNonI/Warehse /Dstrctwd	2,061.63
360592	1	VERNON LIBRARY SUPPLIES INC	9-12Text/Instrctn/Dstrctwd	385.67
360593	1	HOUGHTON MIFFLIN CO	9-12Text/Instrctn/Dstrctwd	27,600.00
360594	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	14,332.14
360595	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	1,107.43
360596	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	5,717.08
360597	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	1,737.72
360598	1	DENAULT'S HARDWARE	Ppl Tran/PuplTran/Dstrctwd	5,000.00
360599	1	W W NORTON & CO INC	9-12Text/Instrctn/Dstrctwd	5,127.20
360600	1	PEARSON EDUCATION INC	9-12Text/Instrctn/Dstrctwd	1,408.47
360601	1	PEARSON EDUCATION INC	9-12Text/Instrctn/Dstrctwd	1,408.47
360602	1	PEARSON EDUCATION INC	9-12Text/Instrctn/Dstrctwd	5,434.64
360603	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	7,847.06
360604	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	636.66
360605	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	2,475.90
360606	1	ACCURATE AIR ENGINEERING	Rntl:Oth/PuplTran/Dstrctwd	15,000.00
360607	1	ACUITY SPECIALTY PRODUCTS INC	Ppl Tran/PuplTran/Dstrctwd	5,000.00
360608	1	ADVANTAGE RADIATOR	Rntl:Oth/PuplTran/Dstrctwd	12,060.00
			Rntl:Oth/Dist Veh/Dstrctwd	5,940.00
360609	1	BUDS DIESEL	Rntl:Oth/PuplTran/Dstrctwd	25,000.00
360610	1	BOYCE INDUSTRIES	Rntl:Oth/PuplTran/Dstrctwd	6,000.00
360611	1	BEACH CITIES GLASS INC	Rntl:Oth/PuplTran/Dstrctwd	1,500.00
			Rntl:Oth/Dist Veh/Dstrctwd	1,500.00
360612	1	BLAIRS TOWING INC	Serv& Op/PuplTran/Dstrctwd	3,000.00
360613	1	VINCENT R COLLINS	Rntl:Oth/PuplTran/Dstrctwd	5,000.00
360614	1	CINTAS CORPORATION #640	Serv& Op/PuplTran/Dstrctwd	18,000.00
360615	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	4,598.10
360616	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	497.88
360617	1	CLEAN ENERGY	Ppl Tran/PuplTran/Dstrctwd	13,000.00
360618	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	1,326.20
360619	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	6,233.44
360620	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	6,432.80
360621	1	BAYSCAN	9-12Text/Instrctn/Dstrctwd	1,337.30
360622	1	SPICERS PAPER CO	SpplsNonI/Grph Art/Dstrctwd	85,000.00
360623	1	VERNON LIBRARY SUPPLIES INC	9-12Text/Instrctn/Dstrctwd	619.42
360624	1	TEXTBOOK WAREHOUSE	K-8Textb/Instrctn/Dstrctwd	744.71

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PO No.	Fund	Vendor	Description	Amount
360625	1	TEXTBOOK WAREHOUSE	K-8Textb/Instrctn/Dstrctwd	65.90
360626	1	KELLY PAPER COMPANY	SpplsNonI/Grph Art/Dstrctwd	65,000.00
360627	1	HOWARD TECHNOLOGY SOLUTIONS	SpplsNonI/TIS /Dstrctwd	24.50
360628	1	CDWG Inc	SpplsNonI/TIS /Dstrctwd	300.00
360629	1	XEROX CORPORATION	Rnt&Repr/Instrctn/VarSites	1,348,622.14
360630	1	XEROX CORPORATION	Rnt&Repr/Instrctn/VarSites	617,466.24
360631	1	XEROX CORPORATION	Rnt&Repr/Grph Art/Dstrctwd	304,743.64
360632	1	XEROX CORPORATION	Rnt&Repr/Instrctn/VarSites	162,000.00
360633	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Libr&Med/Dstrctwd	2,000.00
360634		VOID	VOID	0.00
360635		VOID	VOID	0.00
360636	1	ESCO EAR SERVICE CORP	InstMtIs/SEOthIns/Dstrctwd	18.00
360637	1	COMMITTEE FOR CHILDREN	InstMtIs/Instrctn/RH Dana	539.46
			InstMtIs/Instrctn/Del Obis	539.46
360638	1	COLLEGE BOARD	InstMtIs/Instrctn/Dstrctwd	107,880.00
360639	1	ECS IMAGING INCORPORATED	Serv& Op/TIS /Dstrctwd	4,156.50
			Serv& Op/Pup Serv/Dstrctwd	4,156.50
360640	1	SPARKLETTS	InstMtIs/Instrctn/Tesoro	500.00
360641	1	APEXSQL LLC	Serv& Op/TIS /Dstrctwd	5,398.00
360642	1	DIGITAL NETWORKS GROUP INC	Serv& Op/TIS /Dstrctwd	20,000.00
360643	1	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	2,000.00
360644	1	COMPLETE OFFICE OF CA	SpplsNonI/Bus/Fisc/Dstrctwd	2,500.00
			SpplsNonI/Payroll /Dstrctwd	2,500.00
360645	1	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	300.00
360646	1	CASBO	Serv& Op/SuppSvcs/Dstrctwd	750.00
360647	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SuppSvcs/Dstrctwd	215.00
			CnfrNonI/Bus/Fisc/Dstrctwd	645.00
360648	1	COMPLETE OFFICE OF CA	SpplsNonI/TIS /Dstrctwd	300.00
360649	1	ULINE	SpplsNonI/TIS /Dstrctwd	1,500.00
360650	1	BJ BINDERY	Serv& Op/Grph Art/Dstrctwd	12,000.00
360651	1	IMAGE 2000	InstMtIs/Instrctn/Castille	250.00
360652	1	PRINT & FINISHING SOLUTIONS	Rntl:Oth/Grph Art/Dstrctwd	6,000.00
360653	1	MAILFINANCE INC DBA	Rntl:Oth/Warehse /Dstrctwd	17,907.09
360654	1	IMAGE 2000	InstMtIs/Instrctn/Lobo	500.00
360655	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Malcom	1,600.00
360656	1	DIGITAL NETWORKS GROUP INC	Rntl:Oth/Sch Adm /SJHHS	5,000.00
360657	1	NCTE	Conf:Ins/Instrctn/LRMS	670.00
360658	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	10,000.00
360659	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	300.00
360660	1	KOCE-TV FOUNDATION	Serv& Op/TIS /Dstrctwd	84,050.00
360661		VOID	VOID	0.00
360662	1	NASSP/NJHS	Rnt&Repr/Instrctn/MFMS	385.00
360663	1	REGENTS OF THE UNIVERSITY CA	Conf:Ins/Instrctn/SCHS	780.00
360664	1	MCGRAW-HILL SCHOOL EDUCATION	9-12Text/Instrctn/Dstrctwd	4,412.26
360665	1	MCGRAW-HILL SCHOOL EDUCATION	9-12Text/Instrctn/Dstrctwd	7,758.84
360666	1	OXFORD UNIV PRESS	9-12Text/Instrctn/Dstrctwd	281.50
360667	1	PEARSON EDUCATION INC	9-12Text/Instrctn/Dstrctwd	1,813.72
360668	1	TEXTBOOK WAREHOUSE	K-12Text/Instrctn/Tesoro	242.83
360669	1	PERMA-BOUND	K-12Text/Instrctn/SJHHS	2,786.56
360670	1	CHENG & TSUI CO INC	K-12Text/Instrctn/Tesoro	460.05

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PO No.	Fund	Vendor	Description	Amount
360671	1	PERMA-BOUND	InstMtls/Instrctn/ANHS	4,973.24
360672	1	W W NORTON & CO INC	9-12Text/Instrctn/Dstrctwd	3,506.40
			InstMtls/Instrctn/ANHS	2,337.60
360673	1	CHENG & TSUI CO INC	9-12Text/Instrctn/Dstrctwd	495.46
360674	1	MCGRAW-HILL SCHOOL EDUCATION	9-12Text/Instrctn/Dstrctwd	1,341.68
360675	1	VISTA HIGHER LEARNING	9-12Text/Instrctn/Dstrctwd	6,393.25
360676	1	WAYSIDE PUBLISHING	9-12Text/Instrctn/Dstrctwd	731.01
360677	1	SKYLIGHT PUBLISHING	9-12Text/Instrctn/Dstrctwd	4,032.00
			K-12Text/Instrctn/Tesoro	4,032.00
360678	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	6,800.00
360679	1	BRIGHTBYTES	Serv& Op/TIS /Dstrctwd	75,103.77
360680	1	USA SHADE & FABRIC STRUCTURES	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
360681	1	CDWG Inc	Serv& Op/TIS /Dstrctwd	695.40
360682	1	SKYLIGHT PUBLISHING	9-12Text/Instrctn/Dstrctwd	3,456.00
360683	1	CBT NUGGETS LLC	Serv& Op/TIS /Dstrctwd	3,998.00
360684	23	KYA SURFACING LLC	Rntl:Oth/Fac Acq /LRMS	7,209.76
360685	1	SKYLIGHT PUBLISHING	9-12Text/Instrctn/Dstrctwd	3,456.00
360686	1	WEST INTERACTIVE SERVICES CORP	Serv& Op/TIS /Dstrctwd	83,052.80
360687	1	SKYLIGHT PUBLISHING	9-12Text/Instrctn/Dstrctwd	1,536.00
			InstMtls/Instrctn/ANHS	1,536.00
360688	1	COMPLETE OFFICE OF CA	SpplsNonI/PuplTest/Dstrctwd	2,000.00
360689	1	CDWG Inc	SpplsNonI/TIS /Dstrctwd	129.60
360690	1	SKYLIGHT PUBLISHING	9-12Text/Instrctn/Dstrctwd	2,112.00
			K-12Text/Instrctn/DHHS	2,112.00
360691	1	PEARSON EDUCATION INC	9-12Text/Instrctn/Dstrctwd	1,887.86
360692	1	EPIC MACHINES INC.	Serv& Op/TIS /Dstrctwd	1,677.00
360693		VOID	VOID	0.00
360694	1	SOLARWINDS	Serv& Op/TIS /Dstrctwd	2,276.00
360695	1	HAESE & HARRIS PUBLICATIONS	9-12Text/Instrctn/Dstrctwd	2,106.65
360696	1	OFFICE DEPOT	InstMtls/Instrctn/Tesoro	15,000.00
360697	69	OFFICE DEPOT	SpplsNonI/Enterprs/Dstrctwd	15,000.00
360698	68	STAPLES ADVANTAGE	SpplsNonI/Enterprs/Dstrctwd	10,000.00
360699	1	LIBERTY PAPER	St Rcpts/Undesig /Dstrctwd	21,981.46
360700	1	OFFICE DEPOT	SpplsNonI/Sch Adm /FrshStrt	2,500.00
360701	1	OFFICE DEPOT	InstMtls/Instrctn/ANHS	3,000.00
360702	1	THOUSAND PINES OUTDOOR SCHOOL	FieldTrp/Instrctn/Bergeson	16,726.05
360703	1	OFFICE DEPOT	InstMtls/Instrctn/AVMS	750.00
			SpplsNonI/Sch Adm /AVMS	750.00
360704	1	OFFICE DEPOT	SpplsNonI/Sch Adm /BAMS	500.00
360705	1	THOUSAND PINES OUTDOOR SCHOOL	FieldTrp/Instrctn/Palisade	20,812.95
360706	1	OFFICE DEPOT	SpplsNonI/Pup Serv/Dstrctwd	2,000.00
360707	1	EAGLE SOFTWARE	Serv& Op/TIS /Dstrctwd	81,811.50
360708	1	STAPLES ADVANTAGE	InstMtls/Instrctn/ANHS	3,000.00
360709	1	IRVINE RANCH OUTDOOR EDU CTR	FieldTrp/Instrctn/Hiddn Hl	1,000.00
360710	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Oak Grv	200.00
360711	1	HAESE & HARRIS PUBLICATIONS	9-12Text/Instrctn/Dstrctwd	1,652.48
360712	1	JOSTENS	SpplsNonI/Sch Adm /ANHS	4,500.00
360713	1	INTERNATIONAL BACCALAUREATE	Serv& Op/Instrctn/CVHS	11,370.00
360714	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Prsnl:HR/Dstrctwd	3,000.00
360715	1	INTERNATIONAL BACCALAUREATE	Serv& Op/Instrctn/SCHS	11,370.00

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PO No.	Fund	Vendor	Description	Amount
360716	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SJHHS	12,500.00
			SpplsNonI/Sch Adm /SJHHS	12,500.00
360717	1	CAL POLY POMONA	Conf:Ins/Instrctn/SCHS	900.00
360718	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Pub Info/Dstrctwd	500.00
360719	1	CSTA	CnfrNonI/SupvAdmn/Dstrctwd	215.00
360720	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Supt /Dstrctwd	1,500.00
360721	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Wood Cyn	1,500.00
360722	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VdelMarE	10,000.00
360723	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,250.00
360724	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,000.00
360725	1	CRISIS PREVENTION INSTITUTE	CnfrNonI/SupvAdmn/Dstrctwd	8,010.00
360726	1	CRISIS PREVENTION INSTITUTE	CnfrNonI/SupvAdmn/Dstrctwd	5,340.00
360727	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	2,750.00
360728	1	ORANGE COUNTY DEPT OF EDUCAT	Serv& Op/Bus/Fisc/Dstrctwd	3,700.00
360729	1	CDWG Inc	SpplsNonI/Sch Adm /San Juan	27.45
360730	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,000.00
360731	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,500.00
360732	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,000.00
360733	1	APPLE COMPUTER INC	InstMtls/Instrctn/Wagon Wh	1,236.96
360734	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	750.00
360735	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	2,000.00
360736	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Serra	3,500.00
360737	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/San Juan	3,000.00
360738	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Reilly	5,000.00
360739	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Oak Grv	4,900.00
360740	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/NHMS	6,000.00
360741	1	TIME CLOCK SALES SERVICE	Rntl:Oth/Bus/Fisc/Dstrctwd	236.00
360742	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /NHMS	1,000.00
360743	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Moulton	7,000.00
360744	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/MFMS	5,000.00
360745	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	3,500.00
360746		VOID	VOID	0.00
360747	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	4,000.00
360748	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Las Palm	8,000.00
360749	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lgna Nig	5,000.00
360750	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LFMS	10,000.00
360751	1	CDWG Inc	SpplsNonI/Sch Adm /SJHHS	747.36
360752	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/MFMS	2,133.00
360753	1	APPLE COMPUTER INC	NonCapEq/DW Undst/Dstrctwd	2,304.33
360754	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	325.92
360755	1	APPLE COMPUTER INC	SpplsNonI/M&OUrOH/Dstrctwd	824.64
360756	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	412.32
360757	1	SIGNATURE FLOORING INC	Rntl:Oth/RR:Bldgs/Lobo	2,412.80
360758	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Malcom	7,500.00
360759	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	3,000.00
360760	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/DJAMS	5,000.00
360761	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Del Obis	3,000.00
360762	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Chaparral	4,000.00
360763	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Benedict	4,600.00
360764	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/BAMS	4,000.00

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PO No.	Fund	Vendor	Description	Amount
360765	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /BAMS	500.00
360766	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/ArroyoEl	4,500.00
360767	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/ArroyoMS	3,000.00
360768	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/AVMS	750.00
			SpplsNonI/Sch Adm /AVMS	750.00
360769		VOID	VOID	0.00
360770	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/Serra	5,457.00
360771	1	APPLE COMPUTER INC	InstMtls/SE0thIns/Dstrctwd	325.92
360772	1	GILBERT & STEARNS INC	Serv& Op/Instrctn/DHHS	6,172.00
360773	1	APPLE COMPUTER INC	InstMtls/Instrctn/LRMS	848.16
360774		VOID	VOID	0.00
360775	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Tesoro	1,671.91
360776	1	GILBERT & STEARNS INC	Serv& Op/Instrctn/SJHHS	4,511.00
360777	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/AVMS	980.00
360778	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/LFMS	980.00
360779	1	CDWG Inc	InstMtls/Instrctn/Benedict	8,247.37
360780	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
360781	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
360782	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
360783	14	BENS ASPHALT	Bldg Imp/Fac Acq /SMS	29,975.00
360784	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
360785	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
360786	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	327.00
360787	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	327.00
360788	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
360789	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	271.21
360790	1	CDWG Inc	InstMtls/Instrctn/LFMS	4,748.49
360791	1	VEX ROBOTICS INC	InstMtls/Instrctn/OsoGrand	383.60
360792	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/Instrctn/Benedict	808.50
360793	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SE0thIns/Dstrctwd	24.50
360794	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SE0thIns/Dstrctwd	24.50
360795	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SE0thIns/Dstrctwd	24.50
360796	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SE0thIns/Dstrctwd	24.50
360797	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SE0thIns/Dstrctwd	24.50
360798	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SE0thIns/Dstrctwd	24.50
360799	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SE0thIns/Dstrctwd	24.50
360800	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SE0thIns/Dstrctwd	24.50
360801	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/SE0thIns/Dstrctwd	24.50
360802	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
360803	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/LFMS	465.50
360804	1	A Z BUS SALES INC	Ppl Tran/PuplTran/Dstrctwd	85,000.00
360805	1	CAL-STATE AUTO PARTS INC	Ppl Tran/PuplTran/Dstrctwd	52,500.00
			SpplsNonI/Dist Veh/Dstrctwd	22,500.00
360806	1	SPIRITWEAR.COM	SpplsNonI/Sch Adm /DJAMS	824.04
360807	1	SAN DIEGO COUNTY	Serv& Op/Dist Veh/Dstrctwd	10,000.00
360808	1	FACTORY MOTOR PARTS	Ppl Tran/PuplTran/Dstrctwd	10,000.00
			SpplsNonI/Dist Veh/Dstrctwd	10,000.00
360809	1	EASY WAY SAFETY SERVICES	Ppl Tran/PuplTran/Dstrctwd	10,000.00
360810	1	INTERSTATE BATTERIES	Ppl Tran/PuplTran/Dstrctwd	20,100.00
			SpplsNonI/Dist Veh/Dstrctwd	9,900.00

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PO No.	Fund	Vendor	Description	Amount
360811	1	NEW PIG	Serv& Op/Dist Veh/Dstrctwd	3,000.00
360812	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	353.69
360813	1	PAINT STORE	Ppl Tran/PuplTran/Dstrctwd	3,500.00
360814	1	THE PEP BOYS-MANNY MOE JACK OF	Ppl Tran/PuplTran/Dstrctwd	3,300.00
			SpIsNonI/Dist Veh/Dstrctwd	1,700.00
360815	1	PRAXAIR	SpIsNonI/PuplTran/Dstrctwd	1,500.00
360816	1	PRO-ACTIVE SAFETY SUPPLY	SpIsNonI/PuplTran/Dstrctwd	8,500.00
360817	1	RED WING SHOE STORE	SpIsNonI/PuplTran/Dstrctwd	3,500.00
360818	1	IMAGE 2000	SpIsNonI/Sch Adm /GrgWhite	1,679.20
360819	1	GILBERT & STEARNS INC	Serv& Op/Instrctn/Dstrctwd	4,062.00
360820	1	US GAMES	InstMtls/Instrctn/Marblehd	155.07
360821	1	STAPLES ADVANTAGE	SpIsNonI/Sch Adm /Bathgate	855.35
360822	14	J&J ENVIRONMENTAL CONSTRUCTION	Bldg Imp/Fac Acq /NHMS	48,125.00
360823	1	J W PEPPER-LOS ANGELES	InstMtls/Instrctn/BAMS	2,000.00
360824	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	15,000.00
360825	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/LRMS	1,000.00
360826		VOID	VOID	0.00
360827	1	THINKING MAPS INC	InstMtls/Instrctn/HankeyES	3,285.58
360828	1	SPORTS USA ELITE TRAINING INC	InstMtls/CurAthlt/ANHS	806.12
360829	1	MIND RESEARCH INSTITUTE	Serv& Op/Instrctn/Del Obis	2,999.00
360830	1	SCHOOL HEALTH CORPORATION	SpIsNonI/HlthServ/Dstrctwd	13,181.55
360831	1	POLAR ELECTRO INC.	InstMtls/Instrctn/SJHHS	3,338.87
360832	1	R M SYSTEMS	Serv& Op/Instrctn/CVHS	8,400.00
360833	1	R M SYSTEMS	Serv& Op/Instrctn/DHHS	9,190.00
360834	1	R M SYSTEMS	Serv& Op/Instrctn/SJHHS	9,530.00
360835	1	R M SYSTEMS	Rntl:Oth/RR:Bldgs/Serra	8,010.00
360836	1	NEFF COMPANY	NonCapEq/CurAthlt/Tesoro	2,106.21
360837	1	STAPLES ADVANTAGE	SpIsNonI/SupvAdmn/Dstrctwd	144.14
360838	1	BSN SPORTS	InstMtls/CurAthlt/SCHS	12,500.01
360839	1	COASTAL ENTERPRISES	SpIsNonI/Enterprs/NHMS	199.02
			SpIsNonI/Sch Adm /NHMS	389.98
360840	1	EDGENUITY	K-8Textb/Instrctn/Dstrctwd	14,850.00
360841	1	EDGENUITY	K-8Textb/Instrctn/Dstrctwd	17,550.00
360842	1	R M SYSTEMS	Serv& Op/Instrctn/Dstrctwd	8,280.00
360843	1	LEARNING A-Z	Serv& Op/Instrctn/LadraElm	3,087.41
360844	1	NEWSELA INC	Serv& Op/Instrctn/Del Obis	4,300.00
360845	1	TECH4LEARNING	InstMtls/Instrctn/Malcom	315.00
360846	69	TRAVIS SOFTWARE	Serv& Op/Enterprs/Dstrctwd	1,800.00
360847	1	LEARNING A-Z	Serv& Op/Instrctn/Viejo	2,888.30
360848	1	CDWG Inc	SpIsNonI/Sch Adm /Benedict	27.45
360849	1	ACORN MEDIA	InstMtls/Instrctn/Del Obis	1,660.50
360850	1	CDWG Inc	SpIsNonI/SupvAdmn/Dstrctwd	59.77
360851	1	ACORN MEDIA	InstMtls/Instrctn/AVMS	265.68
360852	1	HOWARD TECHNOLOGY SOLUTIONS	InstMtls/SE0thIns/Dstrctwd	24.50
360853	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	300.00
360854	1	GOLDEN STAR TECHNOLOGY INC.	Serv& Op/Instrctn/AVMS	260.00
360855	1	PC & MACEXCHANGE	InstMtls/Instrctn/AVMS	1,053.00
360856	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	474.77
360857	1	PEARSON EDUCATION INC	K-8Textb/Instrctn/Dstrctwd	2,361.58
360858	1	PEARSON EDUCATION INC	K-12Text/Instrctn/LRMS	436.43

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360859	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	1,167.48
360860	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	1,831.25
360861	1	CENGAGE LEARNING	K-8Textb/Instrctn/Dstrctwd	21,300.18
360862	1	CENGAGE LEARNING	K-8Textb/Instrctn/Dstrctwd	4,111.12
360863	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	660.87
360864	1	PEARSON EDUCATION INC	9-12Text/Instrctn/Dstrctwd	3,220.41
360865	1	VEX ROBOTICS INC	InstMtls/Instrctn/MFMS	342.25
360866	1	CDWG Inc	InstMtls/Instrctn/AVMS	12,000.00
360867	1	COMPLETE OFFICE OF CA	SpplsNonI/SupvAdmn/Dstrctwd	4,000.00
360868	1	VEX ROBOTICS INC	InstMtls/Instrctn/LadraElm	1,939.15
360869	1	VEX ROBOTICS INC	InstMtls/Instrctn/AVMS	598.90
360870	1	ORANGE COUNTY SCH BOARDS ASSN	Dues&Mmb/Supt /Dstrctwd	125.00
360871	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Malcom	9,100.00
360872	1	APPLE COMPUTER INC	NonCapEq/CurAthlt/SJHHS	9,800.88
360873	1	CDWG Inc	InstMtls/Instrctn/LFMS	9,996.82
360874	1	CDWG Inc	InstMtls/Instrctn/LadraElm	9,996.82
360875	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/Sch Adm /Dstrctwd	615.00
360876	1	OFFICE DEPOT	SpplsNonI/SupvAdmn/Dstrctwd	1,000.00
360877	1	MOVIE LICENSING USA	InstMtls/Instrctn/Castille	487.87
360878	1	HUDL	Serv& Op/CurAthlt/ANHS	2,599.00
360879	1	LEXIA LEARNING SYSTEMS LLC	Serv& Op/Instrctn/Ambuehl	7,650.00
360880	1	LEXIA LEARNING SYSTEMS LLC	Serv& Op/Instrctn/Del Obis	8,500.00
360881	1	UNIVERSITY OF OREGON	Dues&Mmb/Instrctn/RH Dana	300.00
360882	25	PACIFIC POINT DEVELOPMENT	Dev Fees/Undesig /Dstrctwd	170,960.00
360883	1	WE VIDEO INC	InstMtls/Instrctn/DJAMS	422.10
360884	1	ORANGE COUNTY DEPT OF EDUC	SpplsNonI/SupvAdmn/Dstrctwd	174.00
360885	1	EDUCATIONAL DATA SYSTEMS	SpplsNonI/SupvAdmn/Dstrctwd	4,019.60
360886	1	BIG UNIVERSE INC	InstMtls/Instrctn/Viejo	1,999.00
360887	1	MEDCO SUPPLY MASUNE &	InstMtls/CurAthlt/ANHS	2,401.14
360888	1	HEMOCOURT PUBLISHERS LLC	InstMtls/Instrctn/Concordi	399.00
360889	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/ANHS	8,005.44
360890	1	CULVER-NEWLIN	InstMtls/Instrctn/MFMS	4,289.27
360891	1	ALLEN MOTORSPORTS	Rntl:Oth/Warehse /Dstrctwd	1,712.81
360892	1	SCHOOL OUTFITTERS.COM	SpplsNonI/SupvAdmn/Dstrctwd	138.97
360893	1	CAMCOR INC	InstMtls/SE0thIns/Dstrctwd	7.31
360894	1	CAMCOR INC	InstMtls/Instrctn/LadraElm	331.34
360895	1	CAMCOR INC	InstMtls/Instrctn/Hiddn Hl	372.76
360896	1	CAMCOR INC	InstMtls/Instrctn/OsoGrand	1,700.89
360897	1	CAMCOR INC	InstMtls/Instrctn/MFMS	3,401.78
360898	1	THERAPRO	SpplsNonI/HlthServ/Dstrctwd	381.00
360899	1	FOLLETT SCHOOL SOLUTIONS INC	Bks&Ref /Instrctn/Dstrctwd	14.74
360900	1	PRESENTATION FOLDER INC	SpplsNonI/Grph Art/Dstrctwd	2,000.00
360901	1	DAVE BANG ASSOCIATES	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
360902	1	CI SOLUTIONS	SpplsNonI/Grph Art/Dstrctwd	4,000.00
360903	1	AWARDS 'N MORE	SpplsNonI/Pub Info/Dstrctwd	156.22
360904	1	COASTAL BLUE	SpplsNonI/Grph Art/Dstrctwd	600.00
360905	1	DENAUULT'S HARDWARE	InstMtls/Instrctn/Concordi	200.00
360906	1	RUFFS SAW SERVICE	Rntl:Oth/Grph Art/Dstrctwd	300.00
360907	1	PRINT & FINISHING SOLUTIONS	Rntl:Oth/Grph Art/Dstrctwd	6,056.00
360908	1	XEROX CORPORATION	Serv& Op/Grph Art/Dstrctwd	2,000.00

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360909	1	STAPLES ADVANTAGE	SpplsNonI/Grph Art/Dstrctwd	2,000.00
360910	1	CDWG Inc	InstMtls/Instrctn/SMS	100.44
360911	1	PRUDENTIAL OVERALL SUPPLY	Serv& Op/Grph Art/Dstrctwd	2,000.00
360912	1	IPEVO INC	InstMtls/Instrctn/Bergeson	285.23
360913	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/Warehse /Dstrctwd	20,000.00
360914	1	IPEVO INC	InstMtls/Instrctn/Dstrctwd	142.61
360915	1	IPEVO INC	InstMtls/Instrctn/Bathgate	427.84
360916	1	MISSION VIEJO POST OFFICE	Cmmnctns/Warehse /Dstrctwd	15,000.00
360917	1	SMART & FINAL IRIS #399	SpplsNonI/PrntPart/Kinoshta	500.00
360918	1	ULINE	SpplsNonI/Grph Art/Dstrctwd	7,000.00
360919	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/AVMS	3,530.00
360920	1	JOSTENS	SpplsNonI/Pub Info/Dstrctwd	3,241.02
360921	1	PRIORITY MAILING SYSTEMS LLC	SpplsNonI/Grph Art/Dstrctwd	2,000.00
360922	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /LRMS	58.31
			SpplsNonI/Sch Adm /LadraElm	58.32
360923	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/VDMMS	1,000.00
360924	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /SMS	43.71
360925	1	DBQ PROJECT, THE	InstMtls/Instrctn/CapoHome	377.00
360926	1	NEOPOST USA INC.	Rntl:Oth/Warehse /Dstrctwd	1,739.23
360927	1	SMART & FINAL IRIS #399	SpplsNonI/SupvAdmn/Dstrctwd	4,000.00
360928	1	UNITED RENTALS	SpplsNonI/Warehse /Dstrctwd	500.00
360929	1	PITNEY BOWES/PRESORT SERVICES	Cmmnctns/Warehse /Dstrctwd	6,500.00
360930	1	UNITED PARCEL SERV	Cmmnctns/Warehse /Dstrctwd	25,000.00
360931	1	UNITED STATES POSTAL SERVICE	Cmmnctns/Warehse /Dstrctwd	110,000.00
360932	1	WAL MART S.C.	InstMtls/Instrctn/CapoHome	500.00
360933	1	FEDERAL EXPRESS CORP	Cmmnctns/Warehse /Dstrctwd	9,000.00
360934	1	GOPHER ATHLETIC	SpplsNonI/Sch Adm /Wood Cyn	140.36
360935	1	GOPHER ATHLETIC	InstMtls/Instrctn/SMS	802.35
360936	1	GOPHER ATHLETIC	InstMtls/Instrctn/LFMS	1,529.56
360937	1	SHRED-IT US JV LLC	Serv& Op/Warehse /Dstrctwd	10,000.00
360938	1	COSTCO S.J.C.	SpplsNonI/PrntPart/RH Dana	304.50
360939	1	RIFTON EQUIPMENT	NonCapEq/HlthServ/Dstrctwd	3,608.55
360940	1	GOPHER ATHLETIC	InstMtls/Instrctn/MFMS	5,350.62
360941	1	CLEAR SOURCE IT	SpplsNonI/TIS /Dstrctwd	5,000.00
360942	1	PC PARTS PLUS	SpplsNonI/TIS /Dstrctwd	1,500.00
360943	1	TROXELL COMMUNICATIONS INC	SpplsNonI/TIS /Dstrctwd	1,000.00
360944	1	SEHI COMPUTER	Rntl:Oth/TIS /Dstrctwd	15,000.00
360945	1	AMSTERDAM PRINTING & LITHO	InstMtls/Instrctn/San Juan	278.53
360946	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Chaparral	160.36
360947	1	TWO WAY DIRECT INC	SpplsNonI/Sch Adm /DJAMS	181.12
360948	1	WARDS MEDIA TECH	NonCapEq/Instrctn/SJHHS	5,391.36
360949	1	ALLIED SCORING TABLES INC	NonCapEq/CurAthlt/ANHS	5,304.72
360950	1	WARDS MEDIA TECH	NonCapEq/Instrctn/Bathgate	2,021.76
360951	1	WARDS MEDIA TECH	NonCapEq/Instrctn/Bergeson	1,347.84
360952	1	WARDS MEDIA TECH	NonCapEq/Sch Adm /Dstrctwd	673.92
360953	1	WARDS MEDIA TECH	SpplsNonI/SupvAdmn/Dstrctwd	673.92
360954	1	WARDS MEDIA TECH	NonCapEq/Instrctn/Tesoro	4,881.60
360955	1	WARDS MEDIA TECH	InstMtls/Instrctn/LRMS	741.71
360956	1	ROCHESTER 100/NICKY'S FOLDERS	InstMtls/Instrctn/Bathgate	291.60
360957	1	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	38.86

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360958	1	WARDS MEDIA TECH	InstMtls/Instrctn/Dstrctwd	945.00
360959	1	WARDS MEDIA TECH	SpplsNonI/Saf&Trng/Dstrctwd	2,583.44
360960	1	ROCHESTER 100/NICKY'S FOLDERS	InstMtls/Instrctn/OsoGrand	1,555.20
360961	1	PHONAK LLC	InstMtls/SE0thIns/Dstrctwd	168.51
360962	1	CAMCOR INC	SpplsNonI/Sch Adm /VDMMS	199.73
			SpplsNonI/Sch Adm /VdelMarE	199.74
360963	1	PHONAK LLC	NonCapEq/SE0thIns/Dstrctwd	1,449.39
360964	1	SCHOOL HEALTH CORPORATION	Serv& Op/HlthServ/Dstrctwd	210.00
360965		VOID	VOID	0.00
360966	1	R J COOPER & ASSOC INC	SpplsNonI/Spch Aud/Dstrctwd	89.52
360967	1	PHONAK LLC	NonCapEq/SE0thIns/Dstrctwd	2,629.83
360968	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	500.00
360969	1	SCHOOL NURSE	SpplsNonI/Sch Adm /Benedict	405.22
360970	1	PREMIER SCHOOL AGENDAS	InstMtls/Instrctn/San Juan	3,429.00
360971	1	COOLE SCHOOL	InstMtls/Instrctn/VDMMS	2,510.96
360972		VOID	VOID	0.00
360973	1	SCHOOL HEALTH CORPORATION	SpplsNonI/Sch Adm /SJHHS	40.12
360974	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Tesoro	248.29
360975	1	DENNIS PATRICK HANNA	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
360976	1	DEPT IND RELATIONS/ACCOUNTING	Rntl:Oth/RR:Bldgs/Dstrctwd	3,500.00
360977	1	MESA GOLF CARTS	SpplsNonI/Op:Grnds/Dstrctwd	1,500.00
360978	1	OFFICE DEPOT	SpplsNonI/SupvAdmn/Dstrctwd	102.49
360979	1	BEACH CITIES GLASS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
360980	1	SCHOOLDUDE.COM	SpplsNonI/Oper:O/H/Dstrctwd	5,512.50
360981		VOID	VOID	0.00
360982	1	SAN JOAQUIN CTY OFFICE OF EDUC	Serv& Op/Prsnl:HR/Dstrctwd	7,186.19
360983	1	MEIZHOU CHINESE	K-8Textb/Instrctn/Dstrctwd	7,354.80
360984	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	999.00
360985	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	999.00
360986	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
360987	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
360988	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	4,495.50
360989	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	3,996.00
360990	1	COMMERCE PRINTING	9-12Text/Instrctn/Dstrctwd	4,495.50
360991	1	PERMA-BOUND	InstMtls/Instrctn/VDMMS	1,365.12
360992	1	CENGAGE LEARNING	K-8Textb/Instrctn/Dstrctwd	23,779.36
360993	1	MAGNETIC CONCEPTS CORP.	SpplsNonI/Sch Adm /SJHHS	74.97
360994		VOID	VOID	0.00
360995	1	BRAIN BUILDERS	CnsltSvs/Instrctn/Moulton	19,500.00
360996	1	PEAR DECK INC	InstMtls/Instrctn/ANHS	4,500.00
360997	1	TOBII DYNAVOK	SpplsNonI/Spch Aud/Dstrctwd	32.00
360998	1	PERMA-BOUND	Bks&Ref /Instrctn/LFMS	1,847.18
360999	1	PRACTICE SPORTS INC	InstMtls/CurAthlt/ANHS	733.68
361000	1	GRANT LINK	Serv& Op/Instrctn/Dstrctwd	1,600.00
361001	1	WARE GROUP, THE	Serv& Op/Instrctn/MFMS	12,500.00
361002	1	VERICOM COMPUTERS	SpplsNonI/PuplTran/Dstrctwd	1,656.52
361003	1	MULTIPLE MEASURES LLC	Serv& Op/PuplTest/Dstrctwd	9,600.00
361004	68	CULVER-NEWLIN	SpplsNonI/Enterprs/Dstrctwd	5,000.00
361005	1	SCHOLASTIC INC	InstMtls/Instrctn/MFMS	258.88
361006	1	SCHOLASTIC INC	InstMtls/Instrctn/OsoGrand	3,906.49

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361007	1	SCHOLASTIC INC	InstMtls/Instrctn/OsoGrand	1,308.38
361008	1	CULVER-NEWLIN	NonCapEq/Sch Adm /Dstrctwd	3,812.40
361009	1	CULVER-NEWLIN	InstMtls/Instrctn/MFMS	4,456.86
361010	1	SCHOLASTIC INC	InstMtls/Instrctn/OsoGrand	4,574.25
361011	1	SCHOLASTIC INC	InstMtls/Instrctn/Del Obis	1,601.00
361012	1	SCHOLASTIC INC	InstMtls/Instrctn/Moulton	2,044.35
361013	1	SCHOLASTIC INC	Bks&Ref /Instrctn/Las Palm	2,519.42
361014	1	OFFICE DEPOT	SplsNonI/SupvAdmn/Dstrctwd	10,000.00
361015	1	CULVER-NEWLIN	InstMtls/Instrctn/MFMS	2,122.20
361016	1	SCHOLASTIC INC	InstMtls/Instrctn/AVMS	360.65
361017	1	CULVER-NEWLIN	InstMtls/Instrctn/SMS	4,400.89
361018	1	CULVER-NEWLIN	InstMtls/Instrctn/BAMS	3,481.92
361019	1	CULVER-NEWLIN	SplsNonI/Sch Adm /SJHHS	2,216.16
361020	1	CULVER-NEWLIN	InstMtls/Instrctn/Las Palm	372.60
361021	1	CULVER-NEWLIN	NonCapEq/Libr&Med/CanViste	2,628.83
361022	1	CULVER-NEWLIN	NonCapEq/Prsnl:HR/Dstrctwd	1,618.81
361023	14	CULVER-NEWLIN	Bldg Imp/Fac Acq /Malcom	5,948.99
361024	14	CULVER-NEWLIN	Bldg Imp/Fac Acq /Dstrctwd	4,984.94
361025	1	SCHOLASTIC INC	InstMtls/Instrctn/San Juan	2,669.13
361026	1	RENAISSANCE LEARNING INC	Serv& Op/Instrctn/Hiddn Hl	6,389.60
361027	1	READ NATURALLY	InstMtls/Instrctn/Hiddn Hl	998.33
361028	1	LAKESHORE LEARNING MATERIALS	SplsNonI/SupvAdmn/Dstrctwd	112.84
361029	1	LRP PUBLICATIONS	Serv& Op/StDev In/Dstrctwd	288.70
361030		VOID	VOID	0.00
361031	1	HEINEMANN	InstMtls/Instrctn/Dstrctwd	29,938.72
361032	1	DAUGHERTY, DENISE D	InstMtls/SE0thIns/Dstrctwd	333.28
361033	1	CDWG Inc	SplsNonI/SupvAdmn/Dstrctwd	783.42
361034	1	PERMA-BOUND	InstMtls/Instrctn/Chaparral	806.24
361035	1	CDWG Inc	SplsNonI/Sch Adm /Dana ENF	2,295.04
361036	1	CDWG Inc	NonCapEq/Instrctn/Dstrctwd	1,566.84
361037		VOID	VOID	0.00
361038	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/RR:Bldgs/Dstrctwd	2,322.00
361039	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/RR:Bldgs/Dstrctwd	2,219.40
361040	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/RR:Bldgs/Dstrctwd	466.56
361041	1	MASA PRODUCTS	InstMtls/CurAthlt/ANHS	892.09
361042	1	COMPLETE OFFICE OF CA	SplsNonI/PuplTran/Dstrctwd	4,000.00
361043	1	IMAGE WORKS	Rnt&Repr/Libr&Med/Dstrctwd	760.00
361044	1	IPEVO INC	InstMtls/Instrctn/GrgWhite	285.23
361045	1	REM INC - REVEL ENVIRONMENTAL	Rntl:Oth/RR:Bldgs/Dstrctwd	6,822.00
361046	1	COUNTY OF ORANGE	Rntl:Oth/Op:Grnds/Dstrctwd	6,000.00
361047	1	DENNIS PATRICK HANNA	Rntl:Oth/RR:Bldgs/Dstrctwd	9,235.00
361048	1	SUPER DUPER INC.	InstMtls/SDCInstr/Dstrctwd	240.89
361049	1	REALLY GOOD STUFF	InstMtls/Instrctn/Las Palm	587.97
361050	1	REALLY GOOD STUFF	InstMtls/Instrctn/Las Palm	195.31
361051		VOID	VOID	0.00
361052	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	306.64
361053	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	722.19
361054	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	112.86
361055	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	906.65
361056	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Las Palm	399.11

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PO No.	Fund	Vendor	Description	Amount
361057	1	LAKESHORE LEARNING MATERIALS	InstMtls/Spch Aud/Dstrctwd	132.31
361058	1	SCHOOLDUDE.COM	SpIsNonI/Oper:O/H/Dstrctwd	25,247.40
361059		VOID	VOID	0.00
361060	1	WESTERN GRAPHIX	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
361061		VOID	VOID	0.00
361062	1	RINCON TRUCK PARTS	Ppl Tran/PuplTran/Dstrctwd	34,300.00
361063		VOID	VOID	0.00
361064	1	SHRED-IT US JV LLC	Serv& Op/RR:Bldgs/Dstrctwd	10,000.00
361065	1	REALLY GOOD STUFF	InstMtls/Instrctn/Las Palm	362.36
361066	1	SHRED-IT US JV LLC	Serv& Op/Sch Adm /Dana ENF	400.00
361067	1	SEON DESIGN INC.	Serv& Op/PuplTran/Dstrctwd	2,000.00
361068	1	RITE-WAY ROOF CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
361069	1	F C AND SONS ROOFING INC	Rntl:Oth/RR:Bldgs/Dstrctwd	15,000.00
361070	1	ORANGE COAST PETRO EQUIP	Rntl:Oth/PuplTran/Dstrctwd	2,000.00
361071		VOID	VOID	0.00
361072	1	RANCHO SANTA MARGARITA CHAMBER	Dues&Mmb/Pub Info/Dstrctwd	150.00
361073	1	CROWN VALLEY TRANSMISSION	Rntl:Oth/PuplTran/Dstrctwd	15,300.00
			Rntl:Oth/Dist Veh/Dstrctwd	29,700.00
361074		VOID	VOID	0.00
361075	1	DANIELS TIRE SERVICE	Ppl Tran/PuplTran/Dstrctwd	80,000.00
361076	1	JULIOS AUTO CENTER	Rntl:Oth/PuplTran/Dstrctwd	20,000.00
361077	14	PACIFIC PLUMBING COMPANY OF	Bldg Imp/Fac Acq /LRMS	11,045.00
361078	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/PuplTran/Dstrctwd	5,000.00
361079	1	PALFINGER USA INC	Rntl:Oth/Dist Veh/Dstrctwd	5,000.00
361080	1	ACORN MEDIA	InstMtls/Instrctn/LadraElm	265.68
361081	1	CAMCOR INC	InstMtls/Instrctn/LadraElm	331.34
361082	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/LadraElm	260.00
361083	1	PC & MACEXCHANGE	NonCapEq/Instrctn/LadraElm	1,053.00
361084	1	QUALITY TOWING	Serv& Op/PuplTran/Dstrctwd	7,000.00
			Serv& Op/Dist Veh/Dstrctwd	7,000.00
361085	1	STATE WATER RESOURCE CTRL BRD	Serv& Op/Dist Veh/Dstrctwd	2,000.00
361086	1	SOUTHERN COUNTIES LUBRICANTS	Ppl Tran/PuplTran/Dstrctwd	11,100.00
			SpIsNonI/Dist Veh/Dstrctwd	3,900.00
361087	1	SNAP ON INCORPORATED	Ppl Tran/PuplTran/Dstrctwd	13,000.00
361088	1	FRICTION MATERIALS CO.	Ppl Tran/PuplTran/Dstrctwd	80,000.00
361089	1	IPC USA	Ppl Tran/PuplTran/Dstrctwd	693,000.00
			SpIsNonI/Dist Veh/Dstrctwd	207,000.00
361090	1	AIR CONDITIONING CONTROL SYS	Rntl:Oth/RR:Bldgs/Dstrctwd	1,500.00
361091	1	ANIMAL PEST MANAGEMENT SERVICE	Rntl:Oth/Op:Grnds/Dstrctwd	60,000.00
361092	1	EMERGENCY SERVICES RESTORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	25,000.00
361093		VOID	VOID	0.00
361094	1	IMAGE 2000	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
361095	1	LOCAL JANITORIAL & VACUUM	Rntl:Oth/Custodil/Dstrctwd	15,000.00
361096		VOID	VOID	0.00
361097		VOID	VOID	0.00
361098	1	CALSA	CnfrNonI/SuppSvcs/Dstrctwd	125.00
361099	1	LIBERTY PAPER	St Rcpts/Undesig /Dstrctwd	65,944.37
361100	1	MASTER TEACHER	NonCapEq/StDev In/Dstrctwd	14,724.00
361101	1	LEARNING ALLY	InstMtls/SEothIns/Dstrctwd	910.00
361102	1	MESA GOLF CARTS	Rntl:Oth/Custodil/Dstrctwd	25,000.00

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361103	1	PAC TYPEWRITER & COMM	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
361104	1	EVERYTHING MEDICAL LLC	St Rcpts/Undesig /Dstrctwd	10,057.85
361105	1	RUSSELL SIGLER INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	40,000.00
361106	1	SPORTS FACILITIES GROUP INC	SpplsNonI/RR:Bldgs/Dstrctwd	20,000.00
361107	1	PERMA-BOUND	K-12Text/Instrctn/ANHS	682.99
361108	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	30,000.00
361109	1	MCGRAW-HILL SCHOOL EDUCATION	K-8Textb/Instrctn/Dstrctwd	4,064.81
361110	1	STOTZ EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	10,000.00
361111	1	P A THOMPSON ENGINEERING CO	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
361112	1	HAAS FACTORY OUTLET	F&EInstl/Instrctn/CVHS	39,624.05
361113	1	HAAS FACTORY OUTLET	NonCapEq/Instrctn/CVHS	10,471.04
361114	1	CAPISTRANO GOLF CARS	SpplsNonI/Custodil/AVMS	5,362.00
361115		VOID	VOID	0.00
361116	1	COSTCO S.J.C.	SpplsNonI/Sch Adm /Marblehd	761.25
361117	1	ALISO VIEJO CHAMBER OF	Dues&Mmb/Pub Info/Dstrctwd	195.00
361118	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	4,000.00
361119	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SDCInstr/Dana ENF	3,000.00
361120		VOID	VOID	0.00
361121		VOID	VOID	0.00
361122	1	LRP PUBLICATIONS	SpplsNonI/SupvAdmn/Dstrctwd	12,555.00
361123	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	75,000.00
361124	1	ADVANTAGE WEST INVESTMENT	SpplsNonI/Custodil/Dstrctwd	700,000.00
361125	1	ADVANTAGE WEST INVESTMENT	SpplsNonI/Custodil/Dstrctwd	20,000.00
361126	1	COSTCO S.J.C.	SpplsNonI/HlthServ/Dstrctwd	507.50
361127	1	COMPLETE OFFICE OF CA	SpplsNonI/FacPlann/Dstrctwd	2,000.00
361128	1	HOUGHTON MIFFLIN HARCOURT	Serv& Op/TIS /Dstrctwd	11,999.00
361129	1	RON GUIDRY FLOOR COVERING INC	Serv& Op/Instrctn/SCHS	13,995.00
361130	1	SPICERS PAPER CO	St Rcpts/Undesig /Dstrctwd	13,724.64
361131		VOID	VOID	0.00
361132	1	RYDIN SIGN & DECAL	SpplsNonI/Sch Adm /ANHS	221.40
361133	14	ABOVE ALL NAMES CONSTRUCTION	Bldg Imp/Fac Acq /LRMS	9,804.00
361134		VOID	VOID	0.00
361135		VOID	VOID	0.00
361136	1	VERIZON WIRELESS	NonCapEq/DW Undst/Dstrctwd	944.78
361137	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Saf&Trng/Dstrctwd	5,896.80
361138	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Kinoshita	2,449.44
361139	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	9,225.00
361140	1	DOCUMENT TRACKING SERVICES	Serv& Op/SupvAdmn/Dstrctwd	1,437.00
361141		VOID	VOID	0.00
361142		VOID	VOID	0.00
361143	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	266.46
361144	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	29.39
361145	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	19.99
361146	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	25.17
361147	1	CDWG Inc	InstMtls/Instrctn/Dstrctwd	826.74
361148	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	19.99
361149	1	CDWG Inc	InstMtls/SE0thIns/Dstrctwd	19.99
361150	1	TIME FOR KIDS	InstMtls/Instrctn/Malcom	952.47
361151	1	TIME FOR KIDS	InstMtls/Instrctn/Del Obis	750.99
361152	1	STAPLES ADVANTAGE	InstMtls/SE0thIns/Dstrctwd	271.93
361153		VOID	VOID	0.00

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PO No.	Fund	Vendor	Description	Amount
361154		VOID	VOID	0.00
361155		VOID	VOID	0.00
361156	1	SCHOLASTIC INC	InstMtls/Instrctn/San Juan	563.67
361157		VOID	VOID	0.00
361158	68	CORVEL CORPORATION INC	Serv& Op/Enterprs/Dstrctwd	341,708.00
361159	1	OFFICE DEPOT	SpplsNonI/SupvAdmn/Dstrctwd	1,500.00
361160	1	ONE STOP BINDERY	Serv& Op/Grph Art/Dstrctwd	35,000.00
361161	1	COMPLETE OFFICE OF CA	SpplsNonI/FacPlann/Dstrctwd	3,000.00
361162	1	ENET COMPONENTS INC	SpplsNonI/TIS /Dstrctwd	287.50
361163	1	MAGNETIC ATTRACTIONS	SpplsNonI/Sch Adm /Dana ENF	500.00
361164	1	SPARKLETTS	SpplsNonI/Sch Adm /Dana ENF	900.00
361165	1	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	400.00
361166	1	OFFICE DEPOT	SpplsNonI/SupvAdmn/Dstrctwd	2,000.00
361167	1	OFFICE DEPOT	SpplsNonI/HlthServ/Dstrctwd	1,000.00
361168	1	CAL SCHOOL PUBLIC RELATIONS	Dues&Mmb/Pub Info/Dstrctwd	99.00
361169	1	SADDLEBACK COLLEGE	Serv& Op/SE0thIns/Dstrctwd	2,160.00
361170	1	SCHOLASTIC INC	InstMtls/Instrctn/Hiddn Hl	714.42
361171	1	SCHOLASTIC INC	InstMtls/Instrctn/Hiddn Hl	780.57
361172	1	SCHOLASTIC INC	InstMtls/Instrctn/Viejo	619.50
361173	1	SCHOLASTIC INC	InstMtls/Instrctn/LRMS	109.15
361174	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/MFMS	1,847.58
361175	1	CORONA-NORCO UNIFIED SCH	Dues&Mmb/TIS /Dstrctwd	500.00
361176	1	ENET COMPONENTS INC	SpplsNonI/TIS /Dstrctwd	5,000.00
361177		VOID	VOID	0.00
361178		VOID	VOID	0.00
361179	1	AMERICAN RELOCATION &	Rntl:Oth/RR:Bldgs/SCHS	1,500.00
361180	1	APPLE COMPUTER INC	SpplsNonI/TIS /Dstrctwd	500.00
361181	1	CDWG Inc	SpplsNonI/TIS /Dstrctwd	2,000.00
361182	1	DELL COMPUTER	SpplsNonI/TIS /Dstrctwd	1,000.00
361183	1	ORANGE COUNTY DEPT OF EDUC	Serv& Op/TIS /Dstrctwd	1,750.00
361184	1	YMCA OF ORANGE COUNTY	Leas&Rnt/Undesig /Oxford	7,200.00
361185	1	SHANNON DAVIS	Serv& Op/Pup Serv/Dstrctwd	480.00
361186		VOID	VOID	0.00
361187	1	UC REGENTS	CnfrNonI/SupvAdmn/Dstrctwd	75.00
361188	1	MALACHIED INC	CnfrNonI/Sch Adm /Dstrctwd	1,050.00
361189	1	W W NORTON & CO INC	9-12Text/Instrctn/Dstrctwd	2,558.00
			K-12Text/Instrctn/CVHS	2,558.00
361190	1	SKYLIGHT PUBLISHING	9-12Text/Instrctn/Dstrctwd	2,688.00
			K-12Text/Instrctn/CVHS	2,688.00
361191	12	THOMSON REUTERS/BARCLAYS	Serv& Op/Sch Adm /Dstrctwd	159.00
361192	13	EKON-O-PAC INC.	OpSupp /FoodServ/Dstrctwd	35.92
361193	1	EDUPOINT EDUCATIONAL SYSTEMS	Serv& Op/SupvAdmn/Dstrctwd	41,402.57
361194	1	HEINEMANN	K-12Text/Instrctn/Viejo	1,283.34
361195	1	HEALTH PLUS MEDICAL SUPPLIES	NonCapEq/SE0thIns/Dstrctwd	3,536.37
361196	1	HEALTH PLUS MEDICAL SUPPLIES	NonCapEq/SE0thIns/Dstrctwd	3,682.72
361197	1	ZILPRINT PUBLISHING	SpplsNonI/PsychSer/Dstrctwd	71.80
361198	1	HAWTHORNE EDUCATIONAL SERV	SpplsNonI/PsychSer/Dstrctwd	570.24
361199	1	HAWTHORNE EDUCATIONAL SERV	SpplsNonI/PsychSer/Dstrctwd	760.32
361200	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/GrgWhite	23,626.74
361201	1	A Z BUS SALES INC	F&ENonIn/PuplTran/Dstrctwd	387,405.30

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361202	1	STOELTING CO	SpplsNonI/PsychSer/Dstrctwd	260.84
361203	1	PREMIER AQUATIC SERVICES	CnfrNonI/SupvAdmn/Dstrctwd	945.00
361204	1	HOUGHTON MIFFLIN CO	SpplsNonI/PsychSer/Dstrctwd	847.28
361205	1	SOUTH COAST ROP	OthTsJPA/IntrAgnc/Dstrctwd	1,590,000.00
361206	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	25,000.00
361207	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /AVMS	1,020.60
361208	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /AVMS	408.24
361209	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Marblehd	1,224.72
361210	1	MOBILE COMMUNICATION REPAIR	InstMtls/Instrctn/Dstrctwd	1,837.08
361211	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /SMS	204.12
361212	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /LFMS	612.36
361213	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /LF Elem	1,231.20
361214	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Benedict	260.00
361215	1	PC & MACEXCHANGE	InstMtls/Instrctn/Benedict	1,053.00
361216	1	EXECUTIVE ENVIRONMENTAL SVCS	Rntl:Oth/RR:Bldgs/Dstrctwd	1,313.40
361217	1	SELECT EQUIPMENT SALES INC	Rntl:Oth/Op:Grnds/Dstrctwd	81.30
361218		VOID	VOID	0.00
361219	1	COSTCO S.J.C.	SpplsNonI/HlthServ/Dstrctwd	507.50
361220	1	SMART & FINAL IRIS #399	InstMtls/SEOthIns/Dstrctwd	800.00
361221	1	TARGETSUCCESS INC	Serv& Op/Prsnl:HR/Dstrctwd	5,872.74
361222		VOID	VOID	0.00
361223	1	SCHOLASTIC INC	InstMtls/Instrctn/San Juan	163.32
361224	1	SCHOOL ENERGY COALITION	Dues&Mmb/SuppSvcs/Dstrctwd	260.00
361225	25	DECISIONINSITE LLC	Serv& Op/Fac Acq /Dstrctwd	42,400.00
361226	1	WAL MART S.C.	InstMtls/SEOthIns/Dstrctwd	1,200.00
361227	1	LIGHTSPEED TECHNOLOGIES INC	Serv& Op/TIS /Dstrctwd	2,330.00
361228		VOID	VOID	0.00
361229	1	MAXIM HEALTHCARE SERVICES INC	Serv& Op/HlthServ/Dstrctwd	10,000.00
361230	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Lgna Nig	4,788.20
361231	13	EDUCATION MANAGEMENT SYSTEMS	Comptr /FoodServ/Dstrctwd	7,296.00
361232	1	MEET THE MASTERS INC	Serv& Op/Instrctn/Ambuehl	5,504.44
361233	1	EBBING, CURTIS AND/OR MARYAM	NPS /NPS /Dstrctwd	8,294.00
361234	1	HOWES, JODEEN AND/OR JEREMY	NPS /NPS /Dstrctwd	9,072.00
361235	1	JEPSEN, CLINT AND/OR KATIE	NPS /NPS /Dstrctwd	6,696.00
361236	1	BRADBURY, JOSHUA AND/OR	NPS /NPS /Dstrctwd	2,744.00
361237	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	21,048.76
361238	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	20,484.72
361239	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,048.98
361240	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	6,143.90
361241	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	5,968.36
361242	1	BLIND CHILDREN'S LEARNING	NPS /NPS /Dstrctwd	14,820.00
361243	1	BEACON DAY SCHOOL	NPS /NPS /Dstrctwd	15,111.84
361244	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	268.24
361245	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	2,209.70
361246	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/RH Dana	3,548.00
361247		VOID	VOID	0.00
361248		VOID	VOID	0.00
361249	1	EBERHARD EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	10,000.00

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361250	1	HOUGHTON MIFFLIN CO	SpplsNonI/SupvAdmn/Dstrctwd	1,579.96
361251	1	EBERHARD EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	25,000.00
361252	1	OCEAN INSTITUTE	Serv& Op/Instrctn/Marblehd	14,025.00
361253	1	JOHN RIZUTO KILN SERVICE	Rntl:Oth/RR:Bldgs/Dstrctwd	2,500.00
361254	1	PROFESSIONAL TUTORS OF AMERICA	CnsltSvs/Instrctn/Dstrctwd	7,260.00
361255	1	PEARSON EDUCATION	SpplsNonI/PsychSer/Dstrctwd	10,656.69
361256	1	VORTEX	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
361257		VOID	VOID	0.00
361258	1	PEARSON EDUCATION	SpplsNonI/PsychSer/Dstrctwd	4,914.56
361259	1	THINKING MAPS INC	Conf:Ins/Instrctn/Hiddn Hl	1,800.00
361260	1	MUNICIPAL UNDERGROUND SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
361261	1	THOMAS KELLY SOFTWARE ASSOC LP	Serv& Op/Instrctn/Dstrctwd	3,500.00
361262	1	HOUGHTON MIFFLIN CO	SpplsNonI/PsychSer/Dstrctwd	4,740.00
361263	1	SCHOOL LOOP	Serv& Op/TIS /Dstrctwd	121,106.88
361264		VOID	VOID	0.00
361265	1	AMY E ORR	CnsltNon/Pub Info/Dstrctwd	15,000.00
361266	1	ART MASTERS LEGACY	CnsltSvs/Instrctn/Marblehd	5,567.00
361267		VOID	VOID	0.00
361268	1	BLIND CHILDREN'S LEARNING	CnsltSvs/SE0thIns/Dstrctwd	1,800.00
361269		VOID	VOID	0.00
361270	1	ORANGE COUNTY FIRE PROTECTION	Serv& Op/PuplTran/Dstrctwd	12,000.00
361271	1	CELEBRATIONS SPEECH GROUP	NPA /NPA /Dstrctwd	3,500.00
361272		VOID	VOID	0.00
361273	1	DENNIS SWENINGSON	Serv& Op/StDev In/Dstrctwd	2,000.00
361274	1	FORENSIC ANALYTICAL CONSULTING	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00
361275	1	EDUCATIONAL BASED SERVICES INC	NPA /NPA /Dstrctwd	10,000.00
361276	1	GAYLA M MASSEY PSY D	CnsltNon/PsychSer/Dstrctwd	800.00
361277	25	HARRIS REALTY APPRAISAL	Serv& Op/Fac Acq /Dstrctwd	10,000.00
361278	1	S T A R ACADEMY	CnsltSvs/Instrctn/Dstrctwd	1,260.00
361279	1	SIGNATURE FLOORING INC	Rntl:Oth/RR:Bldgs/Dstrctwd	1,279.50
361280	13	SIGNATURE FLOORING INC	F&EInstl/FoodServ/Dstrctwd	3,774.50
361281	1	GAYLE PARIDE	CnsltNon/SupvAdmn/Dstrctwd	13,000.00
361282	1	BOWIE ARNESON KADI WILES	Legal /FacPlann/Dstrctwd	1,245.50
361283	1	LEISURE CARE REFERRAL AGENCY	Serv& Op/HlthServ/Dstrctwd	24,999.00
			Subagrmnt/HlthServ/Dstrctwd	125,001.00
361284		VOID	VOID	0.00
361285	1	CERRELL ASSOCIATES INC	Serv& Op/Pub Info/Dstrctwd	45,000.00
361286		VOID	VOID	0.00
361287	14	CJK CONSTRUCTION MANAGEMENT	CnsMgFee/Fac Acq /Dstrctwd	225,000.00
361288	25	CJK CONSTRUCTION MANAGEMENT	CnsMgFee/Fac Acq /Tesoro	108,333.33
361289	39	CJK CONSTRUCTION MANAGEMENT	CnsMgFee/Fac Acq /SCHS	108,333.33
361290	25	CJK CONSTRUCTION MANAGEMENT	CnsMgFee/Fac Acq /EMS	225,000.00
361291	1	BIO-ACOUSTICAL ENG CORP	Serv& Op/HlthServ/Dstrctwd	58,200.00
361292	1	BARRIOS & ASSOC.LLC DBA	Serv& Op/Pub Info/Dstrctwd	28,500.00
361293	25	SCHOOL FACILITY CONSULTANTS	Serv& Op/Fac Acq /Dstrctwd	25,000.00
361294	1	STAFFREHAB	NPA /NPA /Dstrctwd	49,998.00
			Sub NPA /NPA /Dstrctwd	2.00
361295		VOID	VOID	0.00
361296		VOID	VOID	0.00
361297	14	CAPITOL ENERGY SYSTEMS	Bldg Imp/Fac Acq /Malcom	6,045.20

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PO No.	Fund	Vendor	Description	Amount
361298	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Las Palm	157.90
361299	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/Las Palm	236.84
361300	1	CONTINENTAL FLOORING COMPANY	SplsNonI/RR:Bldgs/Dstrctwd	26,210.30
361301	1	DAVID TAUSSIG ASSOC INC	Serv& Op/FacPlann/Dstrctwd	25,000.00
361302		VOID	VOID	0.00
361303	1	RAR CONSULTING GROUP INC	Serv& Op/SupvAdmn/Dstrctwd	40,000.00
361304	14	DAVE BANG ASSOCIATES	Bldg Imp/Fac Acq /Crn Vlly	46,753.47
361305	14	RON GUIDRY FLOOR COVERING INC	Bldg Imp/Fac Acq /NHMS	35,310.40
361306		VOID	VOID	0.00
361307	1	ASSOC SCHOOL ADMINISTRATORS	Dues&Mmb/SuppSvcs/Dstrctwd	1,603.00
361308	1	PC & MACEXCHANGE	NonCapEq/Instrctn/LFMS	245.86
361309	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	100,000.00
361310	1	NEW HAVEN YOUTH & FAMILY	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	24,451.00
		VOID	VOID	0.00
361311		VOID		
361312	1	MARLENE JEAN MURPHY	CnsltNon/SupvAdmn/Dstrctwd	20,000.00
361313	1	NEW HAVEN YOUTH & FAMILY	CnsltNon/GuidCnsl/Dstrctwd	24,999.00
			SubNonCn/GuidCnsl/Dstrctwd	185,001.00
361314	1	BOYS TOWN CALIFORNIA INC.	CnsltNon/GuidCnsl/Dstrctwd	24,999.00
			SubNonCn/GuidCnsl/Dstrctwd	205,001.00
361315	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	14,073.00
361316	1	BOYS TOWN CALIFORNIA INC.	Sub MHBC/NPS /Dstrctwd	50,501.00
			Sub MHBC/PsychSer/Dstrctwd	50,501.00
361317	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	7,475.90
361318	1	NEW HAVEN YOUTH & FAMILY	NPS /NPS /Dstrctwd	15,498.00
361319	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	10,194.14
361320	12	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	5,000.00
361321	12	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	10,000.00
361322	1	UNITRAX	Rntl:Oth/PuplTran/Dstrctwd	7,800.00
			Rntl:Oth/Dist Veh/Dstrctwd	5,200.00
361323	12	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	500.00
361324	1	JFK TRANSPORTATION CO INC	Charter /DW Undst/Dstrctwd	100,000.00
361325	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/HankeyMS	2,500.00
361326		VOID	VOID	0.00
361327	1	NUMOTION	SplsNonI/HlthServ/Dstrctwd	4,096.01
361328	1	ACCO BRANDS CORPORATION DBA	InstMtls/Instrctn/OsoGrand	1,484.20
361329		VOID	VOID	0.00
361330	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/SupvAdmn/Dstrctwd	239.76
361331	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SE0thIns/Dstrctwd	64.80
361332	1	CAPITOL ADVISORS GROUP LLC	Serv& Op/Pub Info/Dstrctwd	66,000.00
361333	70	ALLIED NATIONAL INC	P/Yr Clm/Undesig /Dstrctwd	4,027.79
361334		VOID	VOID	0.00
361335	1	CDWG Inc	NonCapEq/SupvAdmn/Dstrctwd	2,551.09
361336	1	MRS. NELSON'S LIBRARY SERVICES	K-8Textb/Instrctn/Dstrctwd	1,054.62
361337	1	CENGAGE LEARNING	K-8Textb/Instrctn/Dstrctwd	12,657.86
361338	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Viejo	637.11
361339	1	CDWG Inc	NonCapEq/Sch Adm /ANHS	1,205.77
361340	1	PERFORMANCE MATTERS LLC	CnsltNon/StDev In/Dstrctwd	32,670.00

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361341	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	700.00
361342	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	13,000.00
361343		VOID	VOID	0.00
361344	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	300.00
361345		VOID	VOID	0.00
361346		VOID	VOID	0.00
361347	12	OFFICE DEPOT	InstMtls/Instrctn/Dstrctwd	200.00
361348	12	OFFICE DEPOT	InstMtls/Instrctn/Dstrctwd	200.00
361349		VOID	VOID	0.00
361350	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	1,225.26
361351		VOID	VOID	0.00
361352	1	OCTA	Serv& Op/PuplTran/Dstrctwd	16,187.00
361353	1	HOT DOGGER TOURS INC.	Charter /DW Undst/Dstrctwd	60,000.00
361354	1	CERTIFIED TRANSPORTATION	Charter /DW Undst/Dstrctwd	200,000.00
361355	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	43,800.00
361356	13	MILLER MECHANICAL	Refrig /FoodServ/Dstrctwd	85,000.00
361357	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /Palisade	500.00
361358	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	120.00
361359	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /SJHHS	1,500.00
361360		VOID	VOID	0.00
361361	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
361362		VOID	VOID	0.00
361363	1	CDWG Inc	NonCapEq/RR:Bldgs/Dstrctwd	1,961.91
361364	1	G.A. DOMINGUEZ	Bldg Imp/Instrctn/CVHS	9,730.00
361365	1	CDWG Inc	NonCapEq/SupvAdmn/Dstrctwd	1,659.59
361366	1	G.A. DOMINGUEZ	Bldg Imp/Instrctn/CVHS	14,810.00
361367	1	G.A. DOMINGUEZ	Bldg Imp/Instrctn/CVHS	14,620.00
361368	1	RON GUIDRY FLOOR COVERING INC	Rntl:Oth/RR:Bldgs/SCHS	476.10
361369	1	CDWG Inc	NonCapEq/Instrctn/DHHS	8,096.80
361370	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	120.00
361371	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	175.00
361372		VOID	VOID	0.00
361373	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	150.00
361374	1	CDWG Inc	SpplsNonI/SupvAdmn/Dstrctwd	1,484.86
361375	1	CALPERS FISCAL SERVICES DIV.	Clss Sup/StLibTch/Dstrctwd	54.65
361376	1	BRINKS INC.	Serv& Op/Bus/Fisc/Dstrctwd	2,500.00
361377		VOID	VOID	0.00
361378	70	ALLIANCE OF SCHOOLS FOR	Oth Ins /Enterprs/Dstrctwd	2,055,737.00
361379	1	CDWG Inc	NonCapEq/Instrctn/DHHS	4,858.08
361380	1	GILBERT & STEARNS INC	Serv& Op/Instrctn/Dstrctwd	11,946.00
361381		VOID	VOID	0.00
361382	14	GILBERT & STEARNS INC	Bldg Imp/Fac Acq /Palisade	2,268.00
361383	40	DSA	BI:DSA /Fac Acq /Tesoro	500.00
361384	40	DSA	BI:DSA /Fac Acq /Tesoro	500.00
361385	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /VDMMS	1,700.00
361386	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VDMMS	3,900.00
361387	1	MATH OLYMPIADS	InstMtls/Instrctn/OsoGrand	135.84
361388	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	199.44
361389		VOID	VOID	0.00
361390	1	DICK BLICK WEST	InstMtls/Instrctn/AVMS	1,017.72
361391		VOID	VOID	0.00

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361392		VOID	VOID	0.00
361393	1	FISHER SCIENTIFIC	InstMtls/Instrctn/VDMMS	55.08
361394	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/VDMMS	889.60
361395	1	OCTA	Serv& Op/SE0thIns/Dstrctwd	5,087.00
361396	1	NASCO MODESTO A DIVISION OF	InstMtls/Instrctn/VDMMS	418.78
361397	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/LadraElm	980.00
361398	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	120.00
361399	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	170.00
361400	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	120.00
361401	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	150.00
361402	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	120.00
361403		VOID	VOID	0.00
361404	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	120.00
361405	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	165.00
361406	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	150.00
361407	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	150.00
361408	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	240.00
361409	12	SPARKLETTS	SpplsNonI/Sch Adm /Dstrctwd	120.00
361410	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	500.00
361411	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	400.00
361412	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	400.00
361413	12	WAL MART L.N.	InstMtls/Instrctn/Dstrctwd	500.00
361414	12	WAL MART L.N.	InstMtls/Instrctn/Dstrctwd	500.00
361415	12	WAL MART L.N.	InstMtls/Instrctn/Dstrctwd	700.00
361416	13	THE PLATINUM PACKAGING GROUP	Food Sup/FoodServ/Dstrctwd	86,000.00
361417	13	VERIZON WIRELESS	Cmmnctns/FoodServ/Dstrctwd	4,000.00
361418	13	THE TOLL ROADS	CntrctFd/FoodServ/Dstrctwd	600.00
361419	13	TRANSILWRAP COMPANY INC.	Food Sup/FoodServ/Dstrctwd	10,000.00
361420	13	SYSCO RIVERSIDE INC.	OpSupp /FoodServ/Dstrctwd	5,000.00
361421	13	SMART & FINAL	Food Dry/FoodServ/Dstrctwd	2,000.00
361422	13	SCSNA ATTN: SUZY SAYRE	CnfrNonI/FoodServ/Dstrctwd	2,000.00
361423	13	PREMIER FOOD SAFETY	CnfrNonI/FoodServ/Dstrctwd	2,500.00
361424	13	GOLD STAR FOODS INC	FdPrshbl/FoodServ/Dstrctwd	50,000.00
361425	13	GOLD STAR FOODS INC	FdPrshbl/FoodServ/Dstrctwd	7,500.00
361426	13	ECOLAB PEST ELIMINATION	CntrctFd/FoodServ/Dstrctwd	14,000.00
361427	13	CALIFORNIA DEPT. OF EDUCATION	FoodUSDA/FoodServ/Dstrctwd	15,000.00
361428	13	CAL TROPIC	Food Dry/FoodServ/Dstrctwd	40,000.00
361429	13	AFFILIATED PACKAGING SPEC	EquipRpr /FoodServ/Dstrctwd	5,000.00
361430	13	BOYD COFFEE COMPANY	Food Dry/FoodServ/Dstrctwd	1,800.00
361431	13	PLASTIC PACKAGE INC.	Food Sup/FoodServ/Dstrctwd	7,000.00
361432	13	OFFICE DEPOT	OffFdSrv/FoodServ/Dstrctwd	10,000.00
361433	13	NOSAJ DISPOSABLES INCORPORATED	OpSupp /FoodServ/Dstrctwd	10,000.00
361434	13	BRINKS INC.	CntrctFd/FoodServ/Dstrctwd	5,000.00
361435	13	EDUCATION MANAGEMENT SYSTEMS	CntrctFd/FoodServ/Dstrctwd	25,160.00
361436	13	IMAGE ONE TECHNOLOGY SOLUTIONS	CntrctFd/FoodServ/Dstrctwd	2,664.00
361437	1	ROCHESTER 100/NICKY'S FOLDERS	InstMtls/Instrctn/Viejo	656.10
361438	1	KLM BIO SCIENTIFIC	InstMtls/Instrctn/Dstrctwd	1,000.00
361439	1	MERCURY DISPOSAL SYSTEM INC.	Serv& Op/Saf&Trng/Dstrctwd	10,000.00
361440	1	ULINE	SpplsNonI/Sch Adm /SJHHS	210.82
361441	1	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Kinoshta	1,000.00

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361442	1	PRO-ED	SpplsNonI/PsychSer/Dstrctwd	2,003.64
361443		VOID	VOID	0.00
361444	1	SHAMROCK MUSIC	Rnt&Repr/Instrctn/Dstrctwd	11,000.00
361445	1	ALL FOUR STRINGS	Rnt&Repr/Instrctn/Dstrctwd	10,000.00
361446	1	BAYSCAN	InstMtls/Instrctn/Dstrctwd	139.28
361447	1	PRO-ED	SpplsNonI/Spch Aud/Dstrctwd	51.87
361448		VOID	VOID	0.00
361449		VOID	VOID	0.00
361450	1	HEINEMANN	InstMtls/Instrctn/Dstrctwd	3,761.60
361451		VOID	VOID	0.00
361452		VOID	VOID	0.00
361453	1	ORIENTAL TRADING CO	SpplsNonI/SupvAdmn/Dstrctwd	270.88
361454	1	A.C. LANDSCAPE INC.	Rntl:Oth/RR:Grnds/Dstrctwd	15,000.00
361455	1	CDWG Inc	InstMtls/Instrctn/FNMS	1,939.68
361456	1	HISTORYPAGE.COM	InstMtls/Instrctn/SJHHS	109.99
361457	1	COUNTY OF RIVERSIDE	CnfrNonI/Purch /Dstrctwd	119.00
361458		VOID	VOID	0.00
361459	1	KYA SERVICES LLC	Rntl:Oth/RR:Bldgs/Palisade	7,863.44
361460	1	SOLUTION TREE INC	CnsltSvs/StDev In/Dstrctwd	47,600.00
361461	1	QUINTESSENTIAL SCHOOL SYSTEMS	Serv& Op/TIS /Dstrctwd	11,100.00
361462	1	J&J ENVIRONMENTAL CONSTRUCTION	Rntl:Oth/RR:Bldgs/SCHS	13,150.00
361463	1	CA WEEKLY EXPLORER INC	Serv& Op/Instrctn/Bathgate	1,380.00
361464	1	CA WEEKLY EXPLORER INC	Serv& Op/Instrctn/Bathgate	1,380.00
361465	1	CINTAS CORPORATION #640	Serv& Op/Saf&Trng/Dstrctwd	1,000.00
361466	1	MITCHELL 1	Ppl Tran/PuplTran/Dstrctwd	1,099.00
361467	1	ORANGE COUNTY TANK TESTING	Serv& Op/Dist Veh/Dstrctwd	19,776.00
361468	1	BOYCE INDUSTRIES	Rntl:Oth/Custodil/Dstrctwd	4,000.00
361469	1	SMOG EXPRESS	Serv& Op/PuplTran/Dstrctwd	840.00
			Serv& Op/Dist Veh/Dstrctwd	1,160.00
361470	1	FLAGHOUSE INC	InstMtls/SE0thIns/Dstrctwd	441.35
361471	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Grph Art/Dstrctwd	3,000.00
361472	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	230.27
361473		VOID	VOID	0.00
361474	23	BONDLOGISTIX LLC	Serv& Op/Fac Acq /Dstrctwd	6,750.00
361475		VOID	VOID	0.00
361476	1	POPPLERS MUSIC STORE	InstMtls/Instrctn/FNMS	165.92
361477	1	ALL FOUR STRINGS	InstMtls/Instrctn/Dstrctwd	26,822.30
361478	1	SCHOOL MATE	InstMtls/Instrctn/Bathgate	875.29
361479		VOID	VOID	0.00
361480		VOID	VOID	0.00
361481	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	434.05
361482	1	PROGRESS PUBLICATIONS	SpplsNonI/Sch Adm /San Juan	725.76
361483	1	K-12 SCHOOL SUPPLIES LLC	InstMtls/Instrctn/Las Palm	20.01
361484	1	EXCEPTIONAL TEACHING INC	InstMtls/SE0thIns/Dstrctwd	3,613.60
361485		VOID	VOID	0.00
361486	1	NUMOTION	SpplsNonI/HlthServ/Dstrctwd	5,538.46

821 Purchase Orders \$18,028,378.97

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Warrant Number	Name of Payee	Reference Number	Amount
225231	CDW GOVERNMENT	CL-160360	491.21
		CL-160362	324.00
		CL-160363	11.88
		CL-160364	137.27
225232	CDW GOVERNMENT	CL-160361	1,320.07
225233	CORVEL CORPORATION	CL-160365	24,350.86
		CL-160366	44,456.48
225234	KEENAN & ASSOCIATES	PO-360506	188,192.00
225235	MEBA C/O	PO-360339	3,770,872.94
225236	UNUM LIFE INSURANCE	PO-360338	12,373.48
225237	ALBERT YUEN AND CHARLENE TONG	CL-160123	3,006.83
225238	ALEX AND DARCY DESHAZER	CL-160124	98.00
225239	ALTERNATIVE COMM SVCS	CL-160125	5,286.25
225240	BEACON DAY SCHOOL	CL-160130	10,090.32
225241	BUNDY, KEN & LINDA	CL-160131	4,830.00
225242	CELEBRATIONS SPEECH GROUP,	CL-160132	3,241.95
		CL-160133	1,494.05
225243	CLARINDA ACADEMY	CL-160135	191.84
225244	ERIN AND MICHAEL SPINELLO	CL-160141	4,480.00
225245	GOODWILL INDUSTRIES OF ORANGE	CL-160144	308.75
225246	GRANDINETTE, SHARON M.	CL-160145	1,696.29
225247	LANGUAGE NETWORK INC	CL-160149	805.00
225248	MARDAN CENTER OF ED	CL-160151	2,096.64
		CL-160152	2,096.64
		CL-160153	2,096.64
		CL-160154	1,921.92
		CL-160155	2,096.64
		CL-160156	2,096.64
		CL-160157	1,048.32
225249	MARK AND JENNIFER HAWORTH	PO-360450	1,758.50
225250	MENDE PSY.D, SYLVIA	CL-160160	1,680.00
		CL-160161	1,120.00
225251	NEW HAVEN YOUTH & FAMILY	CL-160162	1,587.00
		CL-160163	1,089.59
		CL-160164	50.27
		CL-160165	2,828.00
		CL-160166	830.00
		CL-160167	1,614.00
225252	NOVATA - CARES	CL-160168	561.00
225253	OAK GROVE INSTITUTE	CL-160169	1,625.00
225254	AVID CENTER	PO-360367	10,150.00
225255	CA MIDDLE SCHOOL PHYSICAL ED	PO-360425	2,000.00
225256	CAL POLY POMONA	PO-360364	300.00
225257	PROJECT LEAD THE WAY	PO-360471	3,000.00
225258	REGENTS OF THE UNIVERSITY CA	PO-360365	540.00

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Warrant Number	Name of Payee	Reference Number	Amount
225259	SCIENCE@OC	PO-360412	200.00
225260	!MATHWIZ	CL-160121	1,376.25
225261	ACSA/FOUNDATION FOR EDUC	CL-160122	10,000.00
225262	ART MASTERS LEGACY	CL-160126	1,896.00
		CL-160127	2,245.00
		CL-160128	1,711.00
		CL-160129	2,047.00
225263	COALITION FOR ADEQUATE FUNDING	PO-360421	1,400.00
225264	CODESP	PO-360419	1,950.00
225265	CSBA	CL-160138	16,198.42
225266	DANA POINT CHAMBER COM	CL-160139	140.00
225267	DBQ PROJECT, THE	CL-160140	2,200.00
225268	ESI INTERNATIONAL INC.	CL-160142	10,576.50
225269	FAIRBANK, MASLIN, MAULLIN,	CL-160143	240.47
225270	HARBOTTLE LAW GROUP	CL-160146	18,676.24
225271	HATCH & CESARIO	CL-160148	5,090.20
225272	MEET THE MASTERS	CL-160159	299.94
225273	SELPA ADMINISTRATORS OF CA	PO-360420	1,300.00
225274	STEIN, CHRISTINE	CL-160134	2,660.00
225275	260-PRAXAIR DISTRIBUTION INC.	CL-160027	385.46
225276	MESA GOLF CARTS	CL-160008	1,379.86
225277	MILLER MECHANICAL	CL-160009	5,096.00
225278	MIRACLE RECREATION EQUIPMENT	CL-160010	3,398.89
225279	MISSION VIEJO RENTALS	CL-160011	733.90
		CL-160012	200.00
225280	MUNICIPAL UNDERGROUND SERVICES	CL-160013	3,250.00
225281	NEW PIG CORPORATION	CL-160014	751.74
225282	ONE STOP BINDERY	CL-160016	5,365.00
225283	P A THOMPSON ENGR CO	CL-160017	443.72
225284	P.W. GILLIBRAND CO. INC.	CL-160018	2,916.39
		CL-160019	7,472.93
225285	PACIFIC PARTY RENTAL	CL-160021	1,475.09
		CL-160359	125.00
225286	PACIFIC TYPEWRITER &	CL-160020	1,012.50
225287	PACWEST AIR FILTER LLC	CL-160022	22,373.47
225288	PALFINGER USA INC	CL-160023	2,382.38
225289	PAXTON/PATTERSON	CL-160024	14.04
225290	PC & MACEXCHANGE	CL-160025	1,053.00
225291	PITNEY BOWES PRESORT SERV INC	CL-160026	564.91
225292	PRINT & FINISHING SOLUTIONS	CL-160028	719.38
		CL-160029	170.42
225293	PYRAMID WIRE & CABLE	CL-160031	4,190.72
225294	R&S SOIL PRODUCTS INC	CL-160035	7,046.72
225295	R.M. SYSTEMS INC	CL-160033	6,839.64
		CL-160034	10,460.36

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225296	SANTA MARGARITA FORD	CL-160036	3,369.56
225297	SHRED-IT USA LLC	CL-160037	7,200.00
225298	SIGNS BY CREATIONS UNLIMITED	CL-160038	3,426.75
225299	SITEONE LANDSCAPE SUPPLY LLC	CL-160039	1,296.69
		CL-160040	5,981.47
		CL-160041	16,195.68
225300	SMART & FINAL	CL-160042	75.52
		CL-160043	490.45
		CL-160044	2.58
225301	ABOVE ALL NAMES CONSTRUCTION	CL-160204	1,850.00
225302	BURKE WILLIAMS & SORENSEN LLP	CL-160208	5,031.00
225303	CDW GOVERNMENT	CL-160209	1,130.11
225304	CITY OF SAN JUAN CAPISTRANO	CL-160211	17,554.84
225305	CONSOLIDATED ELECT DISTR	CL-160215	3,192.60
225306	EXECUTIVE ENVIRONMENTAL SVCS	CL-160221	5,439.41
225307	FORENSIC ANALYTICAL CONSULTING	CL-160222	1,150.00
225308	G.A. DOMINGUEZ	CL-160223	7,750.00
		CL-160224	6,565.00
225309	MOULTON NIGUEL WATER	CL-160228	4,529.94
225310	ORANGE CTY DEPT EDUC	CL-160229	1,750.00
225311	PACIFIC PLUMBING COMPANY OF	CL-160233	2,116.00
225312	SAN DIEGO GAS & ELECTRIC	CL-160236	44,958.48
		CL-160358	57,128.94
225313	SANTA MARGARITA WATER	CL-160237	6,576.26
225314	SO CAL GAS CO	CL-160240	11,196.72
225315	SPORTS FACILITIES GROUP INC	CL-160243	2,375.00
225316	VIRTUAL WATER SERVICES	CL-160244	388.32
		CL-160245	486.24
225317	WEST COAST ARBORISTS INC.	CL-160246	4,876.00
225318	RTK ENERGY,LLC	CL-160235	291.40
225319	BURKE WILLIAMS & SORENSEN LLP	CL-160207	180.00
225320	KOURY ENGINEERING & TESTING	CL-160227	9,165.00
225321	P2S ENGINEERING INC	CL-160231	4,636.00
225322	HMC ARCHITECTS	CL-160225	14,674.00
		CL-160226	6,626.36
225323	P2S ENGINEERING INC	CL-160232	832.50
225324	AMERICAN LOGISTICS COMPANY LLC	CL-160248	36,265.75
225325	OCEAN INSTITUTE	PO-360424	150.00
225326	PALI MOUNTAIN INSTITUTE	PO-360040	11,504.38
225327	SCHOOL LOOP	PO-360565	500.00
225328	1ST JON	CL-160249	302.40
225329	A Z BUS SALES INC	CL-160250	675.93
225330	A.C. LANDSCAPE INC	CL-160251	140.00
225331	AAA ELECTRIC MOTOR SALES	CL-160252	789.62

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225332	AARDVARK CLAY	CL-160253	674.89
		CL-160254	412.29
225333	ADVANTAGE WEST INVESTMENT	CL-160256	6,447.50
225334	AIS SPECIALTY PRODUCTS INC	CL-160257	71.95
		CL-160258	107.83
225335	ALISO NIGUEL AUTO CARE	CL-160259	740.20
		CL-160260	740.20
		CL-160261	385.68
		CL-160262	385.67
225336	ANIMAL PEST MANAGEMENT SERVICE	CL-160263	4,400.00
225337	APPLE COMPUTER INC	CL-160264	18,565.39
225338	ASSOC BUSINESS PRODUCTS	CL-160265	144.02
225339	ASSOCIATION OF CALIFORNIA	CL-160255	984.00
225340	B & H PHOTOGRAPHY	CL-160268	215.99
		CL-160269	2,524.82
		CL-160270	158.81
225341	BARRETT-ROBINSON INC	CL-160271	1,670.74
225342	BAVCO	CL-160272	935.60
225343	BEACH CITIES GLASS INC	CL-160273	1,960.71
225344	BEE MAN	CL-160274	1,122.50
225345	BILL WILSON	CL-160275	1,983.10
225346	BJ BINDERY	CL-160276	353.00
225347	BOYCE INDUSTRIES	CL-160277	1,404.12
225348	BUSWEST	CL-160278	420.30
225349	CAMPBELL KELLER	CL-160279	542.89
		CL-160280	2,799.36
225350	CANNON PACIFIC SERVICES INC	CL-160281	400.00
225351	CAPISTRANO CRANE SERVICE	CL-160282	1,560.00
225352	CHATFIELD-CLARKE CO. INC	CL-160283	699.76
225353	CINTAS CORP #640	CL-160285	227.55
		CL-160286	227.55
		CL-160287	207.15
		CL-160288	1,303.10
225354	CINTAS FIRST AID & SAFETY	CL-160284	209.55
225355	CMS COMMUNICATIONS INC	CL-160289	179.13
225356	COMPLETE OFFICE OF CA	CL-160290	1,430.51
225357	CROWN AWARDS	CL-160291	188.72
225358	CROWN VALLEY TRANS	CL-160292	2,971.00
225359	CULVER-NEULIN	CL-160293	4,668.84
		CL-160294	424.44
225360	DANIELS TIRE SERVICE	CL-160295	13,771.87

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225361	DELL MARKETING L P	CL-160296	203.00
		CL-160297	376.74
		CL-160298	813.68
		CL-160299	10.36
		CL-160300	24.18
		CL-160301	7,727.72
		CL-160302	15,520.21
		CL-160303	1,117.55
		CL-160304	647.96
		CL-160305	8,251.44
225362	DELTA EDUCATION	CL-160306	2,637.33
225363	DENAULT'S HARDWARE	CL-160307	1,134.20
		CL-160308	669.50
225364	DEWEYS HOME APPLIANCES	CL-160309	7,008.88
		CL-160310	14,285.20
		CL-160311	2,995.09
225365	DICK BLICK WEST	CL-160313	148.90
		CL-160314	707.63
225366	DM COLOR EXPRESS	CL-160315	1,371.87
225367	DRIVELINES INCORPORATED	CL-160316	321.20
225368	DUNN-EDWARDS CORP	CL-160317	628.74
225370	SCAQMD	CL-160046	479.21
225371	SO COAST DISTRIBUTING CO	CL-160045	973.41
225372	SOUTH COAST ANSWERING SERVICE	CL-160047	369.54
225373	SPARTAN TOOL LLC	CL-160092	802.96
225374	TIFCO INDUSTRIES	CL-160094	2,212.64
225375	TUTTLE-CLICK FORD	CL-160096	2,487.59
225376	UNIQUE SWEEPING	CL-160097	140.50
		CL-160098	140.50
225377	UNITED REFRIGERATION INC	CL-160099	4,809.37
		CL-160100	5,985.64
225378	UNITED RENTALS (NORTH AMERICA)	CL-160101	159.84
		CL-160102	34.56
225379	UNITED WATER WORKS INC.	CL-160103	3,652.55
225380	US AIR CONDITIONING DIST.	CL-160104	11,702.84
225381	VERTICAL TRANSPORT INC	CL-160105	5,649.00
		CL-160106	249.81
		CL-160107	2,373.48
225382	VISTA PAINT CORP	CL-160108	176.72
225383	WAL MART COMMUNITY/RFCSLLC	CL-160109	34.24
		CL-160110	71.52
		CL-160111	116.96
225384	WAL MART COMMUNITY/RFCSLLC	CL-160112	304.81

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Warrant Number	Name of Payee	Reference Number	Amount
225385	WATERLINES TECHNOLOGIES INC	-	
		CL-160113	717.92
		CL-160114	1,046.30
		CL-160115	7,212.83
		CL-160116	2,176.69
225386	WATERLINES TECHNOLOGIES INC	CL-160116	2,067.35
225387	WESTERN GRAPHIX	CL-160117	175.00
225388	WESTERN ILLUMINATED PLASTIC	CL-160118	420.77
225389	ZONAR	CL-160119	1,186.39
		CL-160120	2,768.25
225390	EBERHARD EQUIPMENT	CL-160318	164.47
225391	ELITE SHEET METAL INC	CL-160319	19,607.78
225392	ENET COMPONENTS INC	CL-160320	1,737.00
225393	EPIC MACHINES INC	CL-160321	1,291.68
225394	FACTORY MOTOR PARTS	CL-160322	332.01
225395	FISHER SCIENTIFIC	CL-160323	14,983.28
225396	FOLLETT SCHOOL SOLUTIONS INC	CL-160325	1,082.99
225397	FOLLETT SCHOOL SOLUTIONS INC	CL-160324	2,265.83
225398	FRICTION MATERIALS CO.	CL-160326	5,447.86
225399	GANAHL LUMBER	CL-160327	3,006.46
		CL-160328	222.19
225400	GEARY PACIFIC CORP	CL-160329	14,422.00
		CL-160330	7,039.36
225401	HD SUPPLY CONSTRUCTION AND	CL-160331	320.71
		CL-160332	1,386.28
225402	HEALTH PLUS MEDICAL SUPPLIES	CL-160333	3,946.10
		CL-160334	3,607.44
225403	US BANK-PARS#6746022400	PO-360507	2,433,427.94
225404	A & R WHOLESALE DISTRIBUTORS	PV-170039	473.57
		PV-170040	16.29
		PV-170041	612.50
		PV-170042	854.49
		PV-170043	962.21
		PV-170044	16.29
		PV-170045	16.29
		PV-170046	146.92
		PV-170047	32.58
		PV-170048	513.23
		PV-170049	16.29
		PV-170050	43,221.09
225405	DOMINO'S PIZZA	PV-170052	583.44

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225406	ECOLAB PEST ELIMINATION	PV-170025	167.20
		PV-170026	174.72
		PV-170027	174.72
		PV-170028	174.72
		PV-170029	174.72
		PV-170030	174.72
		PV-170031	87.36
		PV-170032	87.36
		PV-170033	65.52
		PV-170034	65.52
225407	GALASSO'S BAKERY	PV-170035	18.45
		PV-170036	24.05
		PV-170037	12.95
		PV-170038	621.00
225408	HOBART SERVICE	PV-170010	682.36
225409	MILLER MECHANICAL	PV-170015	491.00
		PV-170016	100.00
		PV-170017	401.99
225410	OFFICE DEPOT	PV-170011	33.46
		PV-170012	95.18
		PV-170013	35.15
		PV-170014	137.43
225411	P & R PAPER SUPPLY COMPANY	PV-170018	5,920.34
225412	OLIVE CREST ACADEMY CANAL ELEM	CL-160170	7,512.56
		CL-160171	7,475.72
		CL-160172	7,710.67
		CL-160173	7,878.31
		CL-160174	9,936.43
		CL-160175	3,737.92
		CL-160176	4,638.90
		CL-160177	475.25
		CL-160178	634.85
		CL-160179	2,011.02
225413	ORANGE CTY DEPT EDUC	CL-160180	561,209.84
225414	ROZENBERG, ABBY	CL-160186	400.00
225415	RUSSO FLECK & ASSOCIATES	CL-160187	406.31
225416	SALAMIRAD, ALI & JODY	CL-160188	3,319.68
225417	SPECTRUM CENTER ROSSIER PARK	CL-160189	137.12
225418	SPEECH & LANGUAGE DEVELOPMENT	CL-160190	4,292.00
		CL-160191	5,683.00
		CL-160192	6,887.00
225419	SUNBELT STAFFING LLC	CL-160194	22,842.75
		CL-160195	15,228.50
225420	TERI INC	CL-160196	1,541.58

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Warrant Number	Name of Payee	Reference Number	Amount
225421	THE PARENT INSTITUTE FOR	CL-160197	907.00
		CL-160198	4,093.00
225422	TIWAHE TECHNOLOGY LLC	CL-160202	5,000.00
225423	WINGARD, RICHARD AND LORENA	CL-160203	1,250.00
225424	CAL POLY POMONA	PO-360717	900.00
225425	CRISIS PREVENTION INSTITUTE	PO-360725	8,010.00
225426	GAITHER, KIMBERLY	CL-160637	37.80
225427	JONES, JOSEPH	CL-160639	73.44
225428	KRAUSE, MATTHEW	CL-160638	31.32
225429	REGENTS OF THE UNIVERSITY CA	PO-360663	780.00
225430	PROFESSIONAL TUTORS OF AMERICA	CL-160185	2,091.00
225431	STUDENTNEST INC DBA	CL-160193	799.45
225432	THINKING MAPS	CL-160199	8,000.00
225433	E. STEWART AND ASSOCIATES	CL-160357	14,486.00
225434	HIRSCH PIPE & SUPPLY	CL-160335	2,825.02
225435	HYDRO-SCAPE PRODUCTS INC	CL-160336	3,698.97
225436	IMAGE 2000	CL-160337	309.85
225437	IPC (USA), INC.	CL-160338	8,113.53
		CL-160339	8,113.53
225438	J W PEPPER & SON INC	CL-160340	77.01
		CL-160341	93.07
		CL-160342	548.14
225439	JOHN RIZUTO KILN SERVICE	CL-160343	420.60
225440	JOHNSTONE SUPPLY	CL-160344	10,381.03
225441	JOSTENS	CL-160345	0.35
225442	JOSTENS	CL-160347	86.64
225443	KELLY PAPER COMPANY	CL-160348	1,960.47
225444	KNORR SYSTEMS INC	CL-160349	576.00
		CL-160350	518.96
225445	LAWNMOWERS ETC INC	CL-160352	2,619.48
		CL-160353	968.15
		CL-160354	1,263.57
225446	LESLIES SWIMMING POOL SUPPLY	CL-160355	20.10
225447	LOCAL JANITORIAL & VACUUM	CL-160356	1,292.31
225448	JOSTENS	CL-160346	5.18
225449	LAKESHORE LEARNING MATLS	CL-160351	330.61
225450	ABOVE ALL NAMES CONSTRUCTION	CL-160204	93,834.90
225451	CITY OF SAN JUAN CAPISTRANO	CL-160211	5,575.39
225452	CONSOLIDATED ELECT DISTR	CL-160507	4,289.42
225453	DAVID TAUSSIG ASSOC INC	CL-160509	642.43
225454	FORENSIC ANALYTICAL CONSULTING	CL-160512	570.00
225455	G.A. DOMINGUEZ	CL-160513	1,585.00
225456	GOVERNMENT FINANCIAL	CL-160514	208.96
		CL-160515	2,862.04
		CL-160516	1,474.36

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225457	J.L. COBB PAINTING	CL-160517	29,000.00
225458	MOULTON NIGUEL WATER	-	
		CL-160228	27,468.92
225459	MOULTON NIGUEL WATER	CL-160228	2,753.07
225460	REM INC - REVEL ENVIRONMENTAL	CL-160521	2,999.00
		CL-160555	116.00
225461	SAN DIEGO GAS & ELECTRIC	CL-160502	69,809.01
225462	SANTA MARGARITA WATER	CL-160237	4,269.27
225463	SO CAL GAS CO	CL-160240	3,570.75
225464	SO COAST WATER DIST	CL-160241	8,835.07
225465	ATM SPECIALTY SERVICES INC	CL-160506	25,807.52
225466	COUNTY OF ORANGE-WASTE MNGT	CL-160508	1,854.94
225467	G.A. DOMINGUEZ	CL-160367	4,470.00
225468	RTK ENERGY,LLC	CL-160522	465.84
225469	RUTHERFORD DESIGN	CL-160523	54,000.00
225470	PLACEWORKS	CL-160519	8,376.98
225471	DAVID TAUSSIG ASSOC INC	CL-160510	400.55
		CL-160511	1,069.03
225472	STATES LINK CONSTRUCTION INC	CL-160530	670,472.00
225473	Bolander 06, Tony	PV-170021	23.75
225474	Hillier 05,78 Inger	PV-170024	60.75
225475	Hwang 02, Carolyn	PV-170022	28.95
225476	Richmond 02, Lisa	PV-170023	21.50
225477	Stack 50, Angie	PV-170020	70.50
225478	AAA AWARDS & MONOGRAM	CL-160369	945.00
		CL-160370	88.02
225479	ACORN MEDIA	CL-160371	265.68
225480	ADVANTAGE WEST INVESTMENT	CL-160372	14.30
225481	AMERICAN CHEMICAL SOCIETY	CL-160373	56.00
225482	AMERICAN CHEMICAL SOCIETY	CL-160374	16.00
225483	AVERY DENNISON	CL-160375	1,445.28
225484	AWARDS 'N MORE	CL-160376	59.24
225485	B & H PHOTOGRAPHY	CL-160377	2,420.55
		CL-160378	816.86
		CL-160379	1,213.58
		CL-160380	16,123.26
225486	BEACH CITIES GLASS INC	CL-160381	64.67
225487	BLUE RIDGE NET PUBLISHING INC	CL-160382	1,087.80
225488	BSN SPORTS INC	CL-160383	5,328.47
225489	BUSWEST	CL-160384	1,479.29
225490	CLARK SECURITY	CL-160385	45.88
225491	CLEAN ENERGY	CL-160386	6,357.65
225492	COMPLETE OFFICE OF CA	CL-160388	211.08
		CL-160389	79.28
225493	COSTCO S.J.C.	CL-160390	214.18

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225494	CULVER-NEWLIN	CL-160392	300.24
225495	DENAULT'S HARDWARE	CL-160393	37.61
		CL-160394	151.15
225496	DENNIS PATRICK HANNA	CL-160395	350.00
225497	DOWNTOWN FORD SALES	CL-160396	29,548.55
225498	EASY WAY SAFETY SERVICES	CL-160397	1,650.00
225499	ECHO HART SERVICES	CL-160398	400.00
225500	ECS IMAGING INC	CL-160399	5,874.26
225501	ENET COMPONENTS INC	CL-160400	1,025.00
225502	GANAHL LUMBER	CL-160401	114.66
225503	HD SUPPLY CONSTRUCTION AND	CL-160402	2,896.51
225504	HEATING & COOLING SUPPLY	CL-160403	26,004.77
225505	HIRSCH PIPE & SUPPLY	CL-160404	855.65
225506	JOSTENS	CL-160405	314.01
225507	KNORR SYSTEMS INC	CL-160406	305.60
		CL-160407	135.12
		CL-160408	1,007.88
		CL-160409	598.82
225508	LOCAL JANITORIAL & VACUUM	CL-160410	694.91
225509	A.C. LANDSCAPE INC	CL-160368	12,224.63
225510	CLEAR SOURCE IT	CL-160387	276.47
225511	CULVER-NEWLIN	CL-160391	27,351.00
225512	AT&T	CL-160449	231.80
225513	AT&T	CL-160450	63.07
225514	NASSP/NJHS	PO-360662	385.00
225515	OFFICE DEPOT	CL-160015	340.98
		CL-160570	126.11
225516	P.W. GILLIBRAND CO. INC.	CL-160451	20,117.31
225517	PATON MILLER LLC DBA	CL-160452	12,825.80
		CL-160453	22,467.00
		CL-160454	19,152.76
		CL-160455	33,156.00
225518	PEP BOYS	CL-160093	90.28
		CM-170003	88.26-
225519	PRO-ED INC.	CL-160417	24.20
		CL-160456	86.25
225520	PRUDENTIAL OVERALL SUP	CL-160030	65.72
225521	QUALITY TOWING	CL-160032	55.00
225522	SAF-COM SUPPLY INC	CL-160457	1,516.47
		CL-160458	315.08
225523	SCAQMD	CL-160463	197.76
		CL-160550	59.56
225524	SHRED-IT USA LLC	CL-160459	500.00
		CL-160460	5.25
		CL-160461	320.75

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Warrant Number	Name of Payee	Reference Number	Amount
225525	SMARDAN SUPPLY COMPANY	CL-160462	1,846.76
225526	SOUTH COAST FAMILY MEDICAL	CL-160464	497.00
225527	SOUTHWEST SCHOOL&OFFICE SUPPLY	-	
		CL-160048	355.33
		CL-160049	1,587.55
		CL-160050	595.57
		CL-160051	6.61
		CL-160052	273.67
		CL-160053	321.08
		CL-160054	43.21
		CL-160055	0.76
		CL-160056	170.10
		CL-160057	1.66
		CL-160058	64.25
		CL-160059	640.25
		CL-160060	343.26
		CL-160061	790.63
		CL-160062	35.55
		CL-160063	424.86
		CL-160064	424.87
		CL-160065	708.72
		CL-160066	50.73
		CL-160067	216.30
		CL-160068	10.49
		CL-160069	57.08
		CL-160070	164.84
		CL-160072	191.98
		CL-160073	1,494.74
		CL-160074	91.76
		CL-160075	159.56
		CL-160076	1,289.81
		CL-160077	378.45
		CL-160078	799.91
		CL-160079	66.89
		CL-160080	11.17
		CL-160081	1,604.00
		CL-160082	8.20
		CL-160083	1,600.91
		CL-160084	399.68
		CL-160085	434.23
		CL-160086	32.15

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225528	SOUTHWEST SCHOOL&OFFICE SUPPLY	CL-160087	88.51
		CL-160088	357.75
		CL-160089	3.89
		CL-160090	8.63
		CL-160091	22.91
		CL-160533	366.17
		CL-160537	12.58
		CL-160539	14.56
		CL-160544	56.03
		CL-160547	33.60
		CM-170001	15.66-
		CM-170002	5.01-
225529	SPICERS PAPER	CL-160465	485.17
225530	STAPLES BUSINESS ADVANTAGE	CL-160466	18.57
225531	STORYBOARD THAT	CL-160468	69.95
225532	STOTZ EQUIPMENT	CL-160469	1,069.62
225533	TARGET SPECIALTY PRODUCTS	CL-160470	2,262.63
225534	TIME CLOCK SALES SERVICE	PO-360741	236.00
225535	UNITED RENTALS (NORTH AMERICA)	CL-160471	1,722.04
225536	US AIR CONDITIONING DIST.	CL-160472	10,082.06
225537	VAUGHN IRRIGATION SERVICES INC	CL-160473	1,657.51
225538	VORTEX INDUSTRIES INC.	CL-160474	427.10
		CL-160475	1,375.90
225539	WARDS SCIENCE	CL-160476	78.80
225540	WESTERN ASSOC SCH & COL	CL-160477	450.00
225541	SOUTHWEST SCHOOL&OFFICE SUPPLY	CL-160071	342.65
225542	STAPLES BUSINESS ADVANTAGE	CL-160573	626.40
225543	STAPLES BUSINESS ADVANTAGE	CL-160467	454.19
225544	BAUER, GINAE	CL-160489	66.96
225545	CARPIO, FREDERICK	CL-160490	300.15
225546	CHRISTMAN-STURM, TRACY	CL-160491	23.22
225547	COPPOLA, LUCI	CL-160492	180.36
225548	CROSS, MINDY	CL-160493	75.06
225549	ENDER, PAMELA	CL-160494	129.60
		CL-160495	86.40
225550	EVANS, LAURA	CL-160496	148.25
225551	FALLMAN, MEGAN	CL-160497	18.90
225552	GONG, PHOEBE	CL-160500	71.82
225553	GUTHARY, MIRIAM	CL-160501	77.22
225554	HERNANDEZ, MARLO	CL-160503	15.66
225555	HIOUREAS, ANGELA	CL-160504	52.38
225556	KIMMELL, JULIE	CL-160505	30.78
225557	LACHEMANN, DINA	CL-160532	23.76
225558	MCKEEHAN, BRIDGET	CL-160415	400.00
225559	NAPOLI-PUGH, ANTOINETTE	CL-160536	38.88

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225560	PARKER, LAURA	CL-160538	69.66
225561	PIANTA, REBECCA	CL-160540	305.64
225562	PITTMAN, TERRILL	CL-160541	18.36
225563	PITZEN, JOHN	CL-160542	21.60
225564	RIGBY, MICHAEL	CL-160543	32.40
225565	RIVERA, HEIDI	CL-160545	10.80
225566	RODRIGUEZ, MICHELLE	CL-160546	39.96
225567	SANCHEZ, LYNN	CL-160548	17.28
225568	SIGNER, JEFF	CL-160549	2.16
225569	STOCKL, JACOB	CL-160416	575.00
225570	TESKEY, KAREN	CL-160551	598.68
225571	TICE, RUTH	CL-160552	17.82
225572	TUNULI, JESSICA	CL-160412	70.20
		CL-160413	70.20
225573	UMINSKY, ALMA	CL-160553	19.44
225574	WEIS-DAUGHERTY, DENISE	CL-160414	333.28
225575	LESLIE, BECKY	CL-160534	105.75
225576	MEJIA, REBECCA S	CL-160535	25.92
225577	B & H PHOTOGRAPHY	CL-160266	7,401.68
		CL-160267	2,737.61
225578	CLEAR SOURCE IT	CL-160485	19,440.00
		CL-160486	11,360.09
225579	DIAMOND ENVIROMENTAL SERVICES	CL-160312	258.60
225580	HOUGHTON MIFFLIN HARCOURT	PO-360582	1,737,060.42
225581	AKHLAGHI SEAN &	CL-160418	311.04
		CL-160448	3.36
225582	BELLOMO, PHILIP &/OR KATHY	CL-160419	785.39
225583	BRITSCHGI, URS &	CL-160422	385.78
225584	BUI, HONG	CL-160424	82.85
225585	ELE, APRIL AND OR ROGER	CL-160423	14.67
225586	GREEN, TRACY OR MELISSA	CL-160425	160.15
225587	HAMEED, SHAWN	CL-160426	290.30
225588	JAY AND MARIE UNGOS	CL-160439	553.39
225589	LONGORIA, RICARDO/YVONNE	CL-160427	5,643.54
		CL-160478	146.31
225590	LOPEZ, GREGORY & MICHELLE	CL-160429	64.80
225591	MARTINEZ, ROBERT OR CHRISTINA	CL-160430	413.68
		CL-160483	0.01
225592	MEDRANO, CLARA	CL-160431	556.24
225593	MEHLING, MICHAEL AND HOLLY	CL-160432	2,181.60
		CL-160445	226.80
		CL-160479	23.80
225594	MENDOZA, JUDITH	CL-160433	381.03
225595	ROLING, MIKAIL	CL-160434	122.47
225596	RUNYON, PATRICK OR RACHEL	CL-160488	61.18

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225597	SANCHEZ, HIRAM LOPEZ AND OR	CL-160428	665.28
		CL-160484	0.01
225598	SPOTSWOOD, EVAN & JENNIFER	CL-160435	196.44
225599	STANFIELD, SCOTT AND OR ROWENA	CL-160436	550.36
225600	STONE, SHANNON	CL-160437	528.77
225601	SUTHERLAND, GARY & RACHEL	CL-160438	53.22
225602	TRAGUS, WILLIAM AND MIA	CL-160446	552.96
225603	VAKILI, MIKE & SHABNAM	CL-160440	48.69
225604	VINUYA, RUEL AND OR KRISTEN	CL-160441	375.41
		CL-160480	9.70
225605	WATSON, MALISSA	CL-160442	1,345.25
		CL-160481	36.79
225606	WILLIAMS, GINI	CL-160443	408.67
		CL-160482	10.63
225607	ZELAYA, ALFONSO & PAMELA	CL-160444	26.40
225608	HOT DOGGER TOURS INC.	CL-160557	1,787.70
		CL-160558	1,919.00
225609	IRVINE RANCH OUTDOOR EDU CTR	PO-360709	1,000.00
225610	LUX BUS AMERICA	CL-160556	1,900.00
225611	OCEAN INSTITUTE	PO-360655	1,600.00
225612	THOUSAND PINES OUTDOOR SCHOOL	PO-360705	2,025.00
225613	OPPORTUNITY FOR LEARNING	CL-160632	36,388.71
		CL-160633	66.64
225614	PACIFIC POINT DEVELOPMEMT	PO-360882	170,960.00
225615	RMV PA2 DEVELOPMENT, LLC	PV-170051	276.66
225616	MOBILE COMMUNICATION REPAIR	CL-160569	968.76
225617	P A THOMPSON ENGR CO	CL-160571	5,204.69
225618	PYRAMID WIRE & CABLE	CL-160572	3,345.49
225619	TIFCO INDUSTRIES	CL-160574	513.97
225620	TRAK ENGINEERING INC	CL-160575	198.81
		CL-160576	198.83
225621	TRUCPAR CO	CL-160577	2,680.18
225622	ULINE	CL-160578	58.53
		CL-160581	28.17
225623	WATERLINES TECHNOLOGIES INC	CL-160579	745.12
		CL-160580	989.02
225624	DALY, PAMELA L.	CL-160634	241.24
225625	MCDONALD, KAREN L.	CL-160635	27.70
225626	ZAMORA, ROBERT A.	CL-160636	244.17
225627	ARROW RESTAURANT EQUIPMENT	PV-170055	745.20
225628	CALIFORNIA DEPT. OF EDUCATION	PV-170056	1,799.04
		PV-170058	1,074.50
225629	GOLD STAR FOODS INC	PV-170054	1,014.93
225630	HOLLANDIA DAIRY INC.	PV-170064	11,249.89
225631	INDUSTRIAL ELECTRIC SERVICE	PV-170057	1,075.60

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225632	SMART & FINAL	PV-170053	21.46
225633	BERRY, SCOTT AND/OR JAIME	CL-160775	518.88
225634	BOYS TOWN CALIFORNIA INC.	CL-160776	2,305.84
		CL-160777	2,305.84
		CL-160778	20,020.00
		CL-160779	1,566.16
		CL-160780	1,566.16
225635	BUSINESS INTERPRISE	CL-160781	819.75
225636	COPPER HILLS YOUTH CENTER	CL-160784	1,779.00
		CL-160785	651.00
		CL-160786	3,277.00
		CL-160787	3,277.00
		CL-161119	608.00
		CL-161120	608.00
225637	DISCOVERY RANCH FOR GIRLS	CL-160789	1,780.00
		CL-160790	8,650.00
		CL-160791	2,670.00
225638	EBBING, CURTIS AND/OR MARYAM	CL-160792	888.60
225639	KARPUS, DAVID AND MARY	CL-160797	1,420.76
225640	LAURA S. PHILLIPS	CL-160800	420.00
225641	MARDAN CENTER OF ED	CL-160802	698.88
		CL-160803	524.16
		CL-160804	698.88
		CL-160806	698.88
		CL-161121	174.72
		CL-161122	524.16
225642	MAXIM HEALTHCARE SERVICES	CL-160808	288.00
225643	MENDE PSY.D, SYLVIA	CL-160809	560.00
225644	MOLDAUER, PAMELA S.	CL-160810	1,347.50
225645	MOORE, BETH	CL-160811	560.00
225646	NOVATA - CARES	CL-160812	491.84
		CL-160813	255.00
		CL-160814	276.60
225647	NSI ACADEMY	CL-160675	250.00
		CL-160681	4.95
		CL-160712	64.94
		CL-160815	2,500.00
		CL-160816	3,042.73
		CL-160817	3,651.27
		CL-160818	2,750.00
		CL-160819	3,037.78
		CL-160820	3,586.33

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225648	OCEANVIEW SCHOOL	CL-160821	4,502.40
		CL-160822	3,923.60
		CL-160823	3,181.60
		CL-160824	1,072.00
		CL-160825	2,572.80
		CL-160826	922.00
		CL-160827	4,528.00
		CL-160828	1,564.22
		CL-160829	2,787.20
		CL-160830	420.00
		CL-160831	4,288.00
		CL-160832	1,372.00
		CL-160833	4,288.00
		CL-160834	4,502.40
225649	WESTSHIELD ADOLESCENT SERVICES	CL-160793	8,187.70
225650	ART MASTERS LEGACY	CL-160773	6,055.00
		CL-160774	253.00
225651	ATKINSON ANDELSON LOYA	CL-160947	6,484.96
		CL-161014	443.75
		CL-161015	16,391.52
		CL-161016	2,332.50
		CL-161017	515.00
		CL-161018	2,450.00
225652	CONTEMPORARY SERVICES CORP.	CL-160782	638.00
		CL-160783	2,600.60
225653	DANNIS WOLIVER KELLEY	CL-160950	427.50
		CL-160951	427.50
		CL-161038	855.00
225654	LEADERSHIP ASSOCIATES	CL-160150	32,000.00
225655	ORBACH HUFF SUAREZ & HENDERSON	CL-160963	10,343.91
225656	THINKING MAPS	CL-160200	8,213.95
225657	ABOVE ALL NAMES CONSTRUCTION	CL-160204	23,755.90
225658	ASSURED FIRE SYSTEMS	CL-160585	9,355.00
		CL-161019	695.00
225659	BENS ASPHALT	CL-161020	56,396.00
225660	BURKE WILLIAMS & SORENSEN LLP	CL-160955	13,420.15
225661	CDW GOVERNMENT	CL-160907	1,265.06
225662	CITY OF SAN JUAN CAPISTRANO	CL-160211	6,568.30
225663	DENNIS PATRICK HANNA	CL-161021	1,950.00
225664	FORENSIC ANALYTICAL CONSULTING	CL-160918	2,909.19
		CL-161022	1,079.38
225665	GOVERNMENT FINANCIAL	CL-160515	15,585.45
		CL-160516	8,028.88
225666	PACIFIC PLUMBING COMPANY OF	CL-161027	3,722.50

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225667	PROJECT DIMENSIONS	CL-160520	2,886.00
		CL-160954	12,986.00
225668	SAN DIEGO GAS & ELECTRIC	CL-161104	203,525.72
225669	SANTA MARGARITA WATER	CL-160237	6,742.58
225670	SO CAL GAS CO	CL-160240	596.52
225671	SOUTHERN CALIFORNIA EDISON	CL-160242	124,109.04
225672	CULVER-NEWLIN	CL-160913	2,089.15
		CL-160914	1,943.57
225673	KYA SERVICES LLC	CL-160933	28,439.79
225674	SABP REPROGRAPHICS	CL-160941	6,027.90
225675	CULVER-NEWLIN	CL-160915	5,932.98
225676	GUIDA SURVEYING INC.	CL-160926	9,000.00
225677	PLACEWORKS	CL-160940	12,926.55
225678	SCHOOL FACILITY CONSULT	CL-160238	2,806.25
		CL-160239	175.00
225679	BAILEY, REBECCA	CL-160640	95.58
225680	BENE, CHERI	CL-160670	67.50
225681	BIRKINSHAW, RYAN	CL-160641	280.80
225682	BRANNAM, ANDREA	CL-160642	38.88
		CL-160715	68.04
225683	CHICAS, CARLOS	CL-160645	117.72
225684	ERLINGER, ALICIA	CL-160648	10.80
225685	FRANZI, DEBRA	CL-160649	9.72
225686	GILMORE, SHELLEY	CL-160650	189.54
225687	GINSBERG-BROWN, CLAUDIA	CL-160651	149.04
		CL-160711	4.32
		CL-160713	75.60
225688	GODFREY, NICOLE	CL-160652	60.48
225689	GROSS, DEANNA	CL-160653	43.74
		CL-160654	29.16
225690	HATCHER, JOSH	CL-160656	244.62
		CL-160716	84.24
225691	HOWELL, BRIAN	CL-160657	11.34
225692	JACOBS, ALLISON	CL-160658	136.08
225693	KATO, WENDI	CL-160659	24.30
225694	KELLMAN, KATHLEEN	CL-160660	28.08
225695	KENNEY, VALERIE	CL-160661	37.80
225696	KERINS, TRACY	CL-160662	47.52
225697	KRAUSE, MATTHEW	CL-160664	7.56
225698	MALONE, ERICA	CL-160669	61.02
225699	MEISSNER, ANDREA	CL-160665	1,205.82
		CL-160666	65.34
225700	ORTIZ, RYAN	CL-160667	183.06
		CL-160668	190.62
		CL-160680	102.06

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225701	PLACE, SUSAN	CL-160671	38.34
225702	RAMIREZ, DANA	CL-160647	290.85
225703	SHRADER, LOREN	CL-160672	36.72
225704	SIGNER, JEFF	CL-160673	2.16
225705	WALKER, LORI	CL-160714	53.49
225706	WILLIS, BRIAN	CL-160677	16.20
225707	WOODWARD, RICHARD	CL-160678	37.80
225708	WORKMAN, KEN	CL-160679	137.70
225709	WATTERS, LIZ	CL-160676	125.28
225710	KRAUSE, MATTHEW	CL-160663	186.84
225711	AMERSON, GORDON	CL-160748	95.74
225712	CARTER, DEBRA OR GREG	CL-160760	20.00
225713	CHOW, THOMAS AND/OR STEPHANIE	CL-160769	130.00
225714	DIDIER, SAM OR CHRISTY	CL-160761	82.00
225715	JONES, DAVID AND/OR PATTI	CL-160767	107.00
225716	KITAMURA, YUJI	CL-160757	172.00
225717	MARTINEZ, RAFAEL	CL-160749	18.00
225718	MCGILL, MIKE AND/OR LUCI	CL-160765	15.00
225719	MEKONNEN, YOSIEF	CL-160766	85.00
225720	MOREIRA, JAIME	CL-160755	58.00
225721	MULLER, JULIE	CL-160754	144.00
225722	NEDELYKOVIC, MARTHA	CL-160752	90.00
225723	NIN, ANN	CL-160751	107.00
225724	RANCK, DIANA	CL-160723	99.00
225725	RITCHIE, JENNIFER	CL-160753	18.00
225726	SHARDIL, SHALA	CL-160758	15.00
225727	SKOV, ZACHARY	CL-160724	15.00
225728	SMITH, KEVIN	CL-160725	84.00
225729	SOTO, GRACIELA	CL-160726	88.00
225730	SPINELLI, LOUIS	CL-160727	88.00
225731	SPRAGUE, KIM	CL-160728	15.00
225732	STRAW, GUYANNA	CL-160729	90.00
225733	STROUD, ZACHARY	CL-160756	84.00
225734	SUAREZ, BRIAN	CL-160730	88.00
225735	TADE, BRIANNA ROSANO	CL-160731	12.00
225736	TEDJA, IRWAN	CL-160764	85.00
225737	THOMPSON, GINGER	CL-160732	80.00
225738	TRACEY, TANNER	CL-160733	62.00
225739	TRAN, SARAH	CL-160734	85.00
225740	ULPH, NICHOLAS	CL-160735	106.00
225741	UY, ARSEMO/CECILIA	CL-160736	74.00
225742	VALLEJO, SHERI	CL-160737	16.00
225743	VANNIEULANDE, JACK	CL-160738	22.00
225744	VIVANCO, GONZALO	CL-160750	16.00
225745	WASSON, TREVOR	CL-160739	15.00

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225746	WATSON, MICHAEL/TAWNY	CL-160740	84.00
225747	WETZEL, RYAN OR JENNIFER	CL-160759	20.00
225748	WHITE, STEPHEN/DEBBIE	CL-160741	81.00
225749	WHITNEY, OLIVIA	CL-160742	20.00
225750	WINTERHALTER, HENRY	CL-160743	21.00
225751	WOLICKI, JANE	CL-160763	16.00
225752	YIM, WAN HUNG/FARIA YUEN-YI	CL-160744	172.00
225753	ZENI, JOEL OR MICHELLE	CL-160762	15.00
225754	ABEL, TANDIDA	CL-160746	140.00
225755	DE ROSAS, MARIA	CL-160747	140.00
225756	KOUSOULAS, NICOLETTE	CL-160745	140.00
225757	260-PRAXAIR DISTRIBUTION INC.	CL-161006	525.40
225758	COUNTY OF ORANGE	CL-160880	438.95
225759	COX COMMUNICATIONS	CL-160875	6,891.07
		CL-161004	13,011.27
		CM-170007	466.90-
225760	LHB INDUSTRIES	CL-160881	13,842.00
225761	NASCO MODESTO	CL-160876	34.52
225762	ORANGE COUNTY REGISTER	PO-360560	746.00
225763	ORANGE COUNTY SCH BOARDS ASSOC	PO-360870	125.00
225764	P.W. GILLIBRAND CO. INC.	CL-161005	11,580.45
225765	PRUDENTIAL OVERALL SUP	PO-360911	65.72
225766	PYRAMID WIRE & CABLE	CL-161007	3,591.22
225767	SCHOOLDUDE.COM	PO-360980	5,512.50
225768	SEHI COMPUTER PRODUCTS INC	CL-160883	169.02
225769	SELECT EQUIPMENT	CL-160884	505.57
		CL-160885	748.11
225770	SHAMROCK SUPPLY CO.	CL-160886	1,773.20
225771	SITEONE LANDSCAPE SUPPLY LLC	CL-161008	1,998.23
225772	SMART & FINAL	CL-160887	159.36

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Warrant Number	Name of Payee	Reference Number	Amount
225773	SOUTHWEST SCHOOL&OFFICE SUPPLY	CL-160888	112.25
		CL-160889	3.23
		CL-160890	239.53
		CL-160891	234.22
		CL-160892	34.69
		CL-160893	343.26
		CL-160894	9.07
		CL-160895	7.24
		CL-160896	220.31
		CL-160898	265.24
		CL-160899	166.21
		CL-160900	5.64
		CL-160901	7.78
		CL-160902	280.26
		CL-160905	30.25
		CL-160906	4.95
225774	SPARTAN TOOL LLC	CL-161009	1,188.32
		CL-161010	136.30
225775	SPICERS PAPER	PO-360622	2,067.15
225776	US AIR CONDITIONING DIST.	CL-161012	10,096.18
		CM-170008	45.36-
225777	VERNON LIBRARY SUPPLIES INC	PO-360623	568.03
225778	VORTEX INDUSTRIES INC.	CL-161013	123.00
225779	SOUTHWEST SCHOOL&OFFICE SUPPLY	CL-160897	23.80
225780	STAPLES BUSINESS ADVANTAGE	CL-161011	313.20
225781	OFFICE DEPOT	CL-160879	17.04
		CM-170006	2.71-
225782	OFFICE DEPOT	CL-160877	16.53
		CM-170004	2.62-
225783	OFFICE DEPOT	CL-160878	16.53
		CM-170005	2.62-
225784	AMERICAN LOGISTICS COMPANY LLC	CL-161126	16,932.00
		CL-161127	7,358.50
225785	CAPISTRANO CONNECTIONS ACADEMY	PO-360073	1,261,697.00
225786	CERTIFIED TRANSPORTATION	CL-160559	1,291.00
		CL-160560	2,134.61
		CL-160561	2,406.54
		CL-160562	1,112.50
		CL-160563	3,637.40
		CL-160564	5,197.50
		CL-160565	7,301.25
		CL-160566	4,980.94
225787	COMMUNITY ROOTS	PO-360075	240,496.00
225788	EAGLE SOFTWARE	PO-360707	81,811.50
225789	ESCO EAR SERVICE CORP	PO-360636	18.00

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Warrant Number	Name of Payee	Reference Number	Amount
225790	JFK TRANSPORTATION CO INC	CL-160567	480.00
		CL-160568	2,537.50
225791	JOURNEY CHARTER SCHOOL	PO-360072	181,342.00
225792	OPPORTUNITY FOR LEARNING	PO-360071	52,189.00
225793	ORANGE COUNTY ACADEMY OF	PO-360405	98,595.00
225794	ORANGE COUNTY DEPT OF ED	CL-160961	2,916.25
225795	ORANGE COUNTY DEPT OF EDUCATIO	CL-160962	775.50
225796	OXFORD ACADEMY	PO-360074	350,833.00
225797	PALI MOUNTAIN INSTITUTE	PO-360871	9,100.00
225798	SOLARWINDS	PO-360694	2,276.00
225799	TANAKA FARM & PUMPKIN PATCH	CL-160531	21.00
225800	XEROX CORPORATION	CL-161135	574.63
225801	OPPORTUNITY FOR LEARNING	CL-160958	4,197.45
		CL-160959	5,754.44
225802	TRAVIS SOFTWARE	PO-360846	1,800.00
225803	APPLE COMPUTER INC	CL-160584	88,896.96
225804	ASSOCIATION OF CALIFORNIA	CL-160582	214.00
225805	B & H PHOTOGRAPHY	CL-160687	3,541.99
		CL-160688	471.09
		CL-160689	158.81
		CL-160690	16.85
225806	BARCODEINC	CL-160691	127.58
225807	CASBO	PO-360646	750.00
225808	CEREBELLUM CORPORATION	CL-160599	138.40
225809	COMPLETE OFFICE OF CA	PO-360658	947.95
225810	DELL MARKETING L P	CL-160693	255.76
		CL-160694	783.37
		CL-160695	146.33
225811	ELITE SHEET METAL INC	CL-160609	7,770.00
225812	GOLDEN STAR TECHNOLOGY INC.	CL-160622	260.00
225813	HD SUPPLY CONSTRUCTION AND	CL-160623	161.98
225814	HOWARD TECHNOLOGY SOLUTIONS	CL-160625	147.00
225815	JOSTENS	CL-160705	142.66
		CL-160706	199.69
		CL-160707	16.20
225816	KELLY PAPER COMPANY	CL-160709	381.88
		CL-160710	18.37
225817	LAKESHORE LEARNING MATLS	CL-160628	1,233.39
		CL-160629	205.16
225818	LEVERAGE LEARNING GROUP INC	CL-160630	245.25
225819	JOSTENS	CL-160703	12.10
225820	LAKESHORE LEARNING MATLS	CL-160626	305.66
225821	Chen 25, Anney	PV-170060	13.00
225822	Hui 26,83, Andrea	PV-170063	81.60
225823	Madden 01, Maureen	PV-170061	89.50

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Warrant Number	Name of Payee	Reference Number	Amount
225824	Real 02, Thomas	PV-170066	19.25
225825	Stone 85, Jennifer	PV-170065	7.76
225826	Welch 04,63, Ken	PV-170059	26.60
225827	ANTONIUS, LYNDA	CL-161067	27.00
225828	BLAND, LISA	CL-161068	56.16
225829	BOGNAR, CATHERINE M.	CL-161069	16.20
		CL-161070	10.80
225830	BRADLEY, JUDITH S	CL-161071	16.20
225831	CARLISLE, TERESA	CL-161072	21.60
225832	DIXON, AURORA	CL-161073	61.56
225833	ENDER, PAMELA	CL-161074	19.44
		CL-161075	12.96
225834	ENRIQUEZ, MICHELLE L	CL-161077	59.13
		CL-161078	59.13
225835	GARCIA, ELISEO	CL-161076	25.38
225836	HALL, SHEILA	CL-161079	156.06
225837	HILL, DAWN	CL-161081	102.60
225838	HOOPER, GWYNETH	CL-161082	19.44
225839	JONES, DAVINE	CL-161083	163.62
225840	KLISTER, PAMELA	CL-161084	79.92
225841	MEYERS, AMY	CL-161085	1,082.70
225842	NEE, KATHLEEN	CL-161086	158.22
225843	PAI, FERRIS	CL-161087	131.76
225844	PERRY, CYNTHIA	CL-161088	45.36
225845	PRIMICIAS, MELISSA	CL-161089	49.46
		CL-161091	49.46
		CL-161092	24.74
225846	RAEL, MEGAN	CL-161093	48.28
		CL-161094	32.18
225847	SHAH, RANA	CL-161095	49.25
		CL-161096	12.31
225848	SOLTIS, PAMELA	CL-161097	28.89
		CL-161098	28.89
225849	TALILI, MAILUMAI	CL-161099	203.04
225850	VARGAS, DAVID	CL-161100	190.08
225851	WEIS-DAUGHERTY, DENISE	CL-161101	183.06
225852	WHALEN, ANDREA	CL-161102	68.04
225853	WIEDEMAN, LORI	CL-161103	176.04

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225854	CDW GOVERNMENT	CL-161105	401.76
		CL-161106	327.00
		CL-161107	5,292.00
		CL-161108	1,454.76
		CL-161109	8,716.37
		CL-161110	1,307.46
		CL-161111	1,781.20
		CL-161112	4,085.78
		CL-161113	146.14
		CL-161114	194.45
		CL-161116	124.09
		PO-360387	271.21
		PO-360390	271.21
		PO-360392	271.21
		PO-360394	327.00
		PO-360396	271.21
		PO-360398	271.21
		PO-360433	809.68
		PO-360499	2,480.76
		PO-360866	12,000.00
		PO-360873	9,996.82
		PO-360874	9,996.82
225855	SCHOOLDUDE.COM	PO-361058	25,247.40
225856	US BANK-PARS#6746022400	CL-161117	6,387.72
		CL-161118	9,060.19
225857	CDW GOVERNMENT	CL-161115	6,477.44
225858	CORVEL CORPORATION	PO-360343	132,402.79
225859	UNUM LIFE INSURANCE	PO-360338	12,456.08
225860	ALLEMANN, JASON	CL-161409	837.11
225861	CASELLI, CAROLYN	CL-160970	823.56
225862	HERNANDEZ, REAGAN	CL-160985	285.50
225863	HOOPER, GINGER	CL-160987	67.61
225864	SOBOL, AMY	CL-161001	542.14
225865	STREZA, KATRINA	CL-161843	936.60
225866	WHITESIDE, TONYA	CL-161874	516.66
225867	ALPINE ACADEMY	CL-161630	3,200.00
		CL-161631	5,852.00
		CL-161632	2,989.00
225868	MARDAN CENTER OF ED	CL-161161	698.88
225869	MOORE, BETH	PO-360059	3,550.00
225870	OCEANVIEW SCHOOL	CL-161163	4,528.00
225871	OLIVE CREST ACADEMY CANAL ELEM	CL-160835	2,118.16
		CL-160836	2,118.16
		CL-160837	2,846.25

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Warrant Number	Name of Payee	Reference Number	Amount
225872	ORANGE COUNTY THERAPY SERVICE	CL-160838	3,033.00
		CL-160839	7,582.50
		CL-160840	4,549.50
225873	PARADIGM HEALTH CARE SERVICES	CL-161166	3,929.51
		CL-161168	16,902.46
225874	PERKINS SCHOOL FOR THE BLIND	CL-160844	9,273.84
		CL-160845	6,955.46
		CL-160846	6,955.46
225875	PORT VIEW PREPARATORY SCHOOL	CL-160847	12,575.00
		CL-160848	7,705.00
		CL-160849	4,960.00
		CL-160850	10,025.00
		CL-160851	550.00
		CL-160852	4,320.00
		CL-160956	2,025.00
225876	PROVO CANYON SCHOOL	CL-160854	2,890.00
		CL-160855	4,080.00
		CL-160856	2,160.00
225877	ROZENBERG, ABBY	CL-160861	1,800.00
		CL-161186	125.00
225878	SENECA FAMILY OF AGENCIES	CL-160866	24,000.00
225879	SHACK-LAPPIN, CAROL	CL-160867	3,803.75
225880	SHANNON DAVIS	CL-160868	240.00
225881	SOLIANT HEALTH INC	CL-160869	5,175.75
225882	SUNBELT STAFFING LLC	CL-160870	11,400.00
		CL-160871	7,501.25
225883	AMY E ORR	CL-161139	2,187.50
225884	APPLE LEARNING COMPANY	CL-161140	9,117.28
225885	ATKINSON ANDELSON LOYA	CL-161633	16,820.81
		CL-161634	35,126.60
225886	BURKE WILLIAMS & SORENSEN LLP	CL-161396	930.00
225887	CERRELL ASSOCIATES INC	CL-161144	6,263.78
		CL-161145	8,801.13
225888	DANNIS WOLIVER KELLEY	CL-161933	7,413.50
225889	HARBOTTLE LAW GROUP	CL-160147	2,470.00
225890	HATCH & CESARIO	CL-161155	1,611.10
		CL-161992	1,428.90
225891	ILLUMINATE EDUCATION, INC	CL-161156	10,937.50
225892	MARLENE JEAN MURPHY	CL-161162	9,600.00
225893	ORBACH HUFF SUAREZ & HENDERSON	CL-161397	3,699.60
225894	PARADIGM HEALTH CARE SERVICES	CL-161167	2,000.00
225895	PARENT INSTITUTE FOR QUALITY	CL-160842	3,480.00
		CL-160843	4,200.00
225896	PRIDESTAFF INC.	CL-160853	3,576.00
		CL-161169	1,962.00

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225897	PROFESSIONAL TUTORS OF AMERICA	CL-161170	3,848.75
		CL-161171	6,120.00
		CL-161172	1,650.00
225898	S T A R ACADEMY	CL-161173	1,801.25
225899	S.T.A.R. ACADEMY	CL-161174	165.00
225900	SCHOOL SERVICES OF CALIF	CL-161177	894.75
225901	SPECTRUM SOLUTIONS LLC	CL-161178	3,997.25
		CL-161179	37,699.70
225902	TRIFYTT SPORTS LLC	CL-160872	5,500.00
225903	YMCA OF ORANGE COUNTY	CL-161185	11,298.12
225904	STROUD, KEITH R	CL-161180	301.00
225905	BRINKS INC.	PV-170070	432.88
		PV-170071	160.17
225906	MILLER MECHANICAL	PV-170068	179.32
		PV-170072	262.80
225907	PRINTING TECHNIC CORP	PV-170067	5,292.00
225908	BENS ASPHALT	CL-161304	76,440.90
225909	BURKE WILLIAMS & SORESENSEN LLP	CL-161306	729.00
225910	CITY OF SAN CLEMENTE	CL-160210	33,681.79
225911	CONSOLIDATED ELECT DISTR	CL-160507	6,458.73
		CL-161403	11,109.44
225912	E. STEWART AND ASSOCIATES	CL-161374	19,375.00
225913	EXECUTIVE ENVIRONMENTAL SVCS	CL-161402	357.98
225914	GILBERT & STEARNS INC	CL-161307	1,764.45
		CL-161404	8,708.08
225915	MAIER INTERNATIONAL INC	CL-161406	68,272.95
225916	MOULTON NIGUEL WATER	CL-160228	4,850.89
225917	P.W. STEPHENS ENVIRONMENTAL	CL-161026	14,060.00
225918	PACIFIC MOBILE HOME CONS	CL-161310	7,685.52
		CL-161358	12,259.00
		CL-161407	4,751.48
225919	PACIFIC PLUMBING COMPANY OF	CL-161311	68,730.02
		CL-161420	25,090.20
		CL-161421	37,983.24
225920	Q FENCE AND FABRICATION INC.	CL-161028	1,850.00
		CL-161312	1,021.00
		CL-161313	700.00
225921	SAN DIEGO GAS & ELECTRIC	CL-161934	57,822.41
225922	SANTA MARGARITA WATER	CL-160237	15,481.53
225923	SO CAL GAS CO	CL-160240	3,640.38
225924	SOUTH COAST FIRE PROTECTION	-	
		CL-160524	500.00
		CL-160525	1,439.40
		CL-160526	8,228.60

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225925	SOUTH COAST FIRE PROTECTION	-	
		CL-160526	6,822.00
		CL-160554	151.20
		CL-161316	1,750.00
		CL-161317	500.00
		CL-161318	712.80
225926	SOUTH COAST FIRE PROTECTION	CL-161318	4,629.20
225927	SOUTHERN CALIFORNIA EDISON	CL-160242	36,504.27
225928	VIRTUAL WATER SERVICES	CL-160946	775.80
225929	WEATHERPROOFING TECHNOLOGIES	CL-161408	740.00
225930	WEST COAST ARBORISTS INC.	CL-161369	5,035.00
225931	ABOVE ALL NAMES CONSTRUCTION	PO-361133	9,804.00
225932	IRVINE VALLEY AIR CONDITIONING	CL-161361	2,500.00
		CL-161363	25,500.00
225933	KNA CONSULTING ENGINEERS INC	CL-160930	2,000.00
225934	Q FENCE AND FABRICATION INC.	CL-161029	49,800.00
225935	SPORTS FACILITIES GROUP INC	CL-160527	4,170.00
		CL-160528	6,850.00
		CL-160529	11,975.00
225936	GILBERT & STEARNS INC	CL-161359	2,855.63
		CL-161360	463.48
225937	KNOWLAND CONSTRUCTION SERVICES	CL-161308	11,264.00
		CL-161309	10,880.00
		CL-161405	9,344.00
		CL-161930	6,862.00
		CL-161931	8,704.00
		CL-161938	9,344.00
225938	ATLANTIC EDUCATION CONSULTANTS	CL-160631	15,734.00
225939	B & H PHOTOGRAPHY	CL-160587	846.95
		CL-160588	220.40
		CL-160685	9,720.27
		CL-160686	14,019.55
		CL-161188	9,239.39
225940	BUSWEST	CL-161194	4,170.48
225941	CAL-STATE AUTO PARTS INC	CL-161195	574.87
		CL-161196	1,383.17
225942	CINTAS FIRST AID & SAFETY	CL-161199	109.70
		CL-161200	255.95
225943	FLINN SCIENTIFIC INC	CL-161212	539.71
225944	HAAN CRAFTS	CL-161226	1,010.37
225945	HEINEMANN PUBLISHING	CL-161228	775.26
225946	IPC (USA) INC.	CL-161234	8,644.02
		CL-161235	8,644.01
225947	JULIOS AUTO CENTER	CL-161239	18,390.00
		CL-161240	810.00

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225948	JMG SECURITY SYSTEMS	CL-161572	388.80
225949	080648EZ, MICHELLE L	CL-161263	34.02
		CL-161264	34.02
225950	ADAMSON, CORAL	CL-160717	58.05
		CL-160718	58.05
225951	BIRKINSHAW, SANDY	CL-160719	55.89
		CL-160720	55.89
225952	BURTON, BARBARA	CL-161300	16.20
225953	CARDIN, PATTI	CL-160721	42.93
		CL-160722	42.93
225954	CORCORAN, TRAVIS	CL-161255	52.65
		CL-161256	52.65
225955	COX, ASHLEIGH	CL-161257	83.43
		CL-161258	83.43
225956	DINSMOOR, JOY	CL-161259	45.36
		CL-161260	45.36
225957	ENGELSON, EMILY	CL-161261	47.25
		CL-161262	47.25
225958	FRANZI, DEBRA	CL-161265	3.24
225959	GILL, ARVINDER	CL-161301	60.75
		CL-161302	60.75
225960	HABEL-MORGAN, SHAUNA	CL-161266	48.06
225961	HERNANDEZ, REAGAN	CL-161267	64.26
225962	HOWELL, BRIAN	CL-161268	15.66
225963	KIMINAS, ANTHONY	CL-161269	244.62
225964	KOPELSON, KATHLEEN	CL-161270	69.12
		CL-161271	69.12
225965	LEWIS, SHARON A.	CL-161272	57.51
		CL-161273	57.51
225966	MCCARTHY, JOHN	CL-161274	92.88
225967	NAPORA, NOELLE	CL-161275	48.60
		CL-161276	48.60
225968	ORGILL, JANELL	CL-161277	154.98
		CL-161278	154.98
		CL-161279	76.14
		CL-161280	76.14
225969	PANNING LA BATE, TINA	CL-161281	62.91
		CL-161282	62.91
225970	PARK, REBECCA	CL-161283	17.28
225971	RASHIDI, AKRAM KIM	CL-161284	100.17
		CL-161285	100.17
		CL-161286	36.72
		CL-161287	36.72
225972	SCHOOLER, DEBORAH	CL-161288	33.75
		CL-161289	33.75

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225973	SMITH, ANNE	CL-161290	54.81
		CL-161291	54.81
225974	STURDEVANT-BROWN, LORI	CL-161292	64.80
225975	TUNULI, JESSICA	CL-161293	58.59
		CL-161294	58.59
225976	WOLFSON, DONNA	CL-161295	29.16
		CL-161296	29.16
225977	WOLFSON, MEGHAN	CL-161297	52.65
		CL-161298	52.65
225978	BIOMETRICS4ALL INC	CL-161411	66.00
225979	CALSPRA	PO-361168	99.00
225980	DEPARTMENT OF JUSTICE	CL-161412	1,263.00
		CL-161413	2,409.00
225981	GRANT LINK	PO-361000	1,600.00
225982	GRAY STEP SOFTWARE INC	CL-161373	125.00
		CL-161375	125.00
		CL-161376	125.00
		CL-161377	125.00
		CL-161378	125.00
		CL-161379	125.00
225983	HOME CAMPUS	PV-170079	5,850.00
225984	MULTIPLE MEASURES LLC	PO-361003	9,600.00
225985	ORANGE COUNTY DEPT OF EDUCATIO	CL-161134	100.00
225986	XEROX CORPORATION	PO-360629	111,558.44
		PO-360630	51,455.52
		PO-360631	25,395.30
225987	OPPORTUNITY FOR LEARNING	CL-161929	8.83
225988	260-PRAXAIR DISTRIBUTION INC.	CL-161471	40.09
225989	AT&T	CL-161457	62.56
225990	MESA GOLF CARTS	CL-161458	6,510.75
		CL-161994	1,155.20
225991	MISSION AUTO SERVICE	CL-161459	976.03
225992	MR CLEAN MAINTENANCE SYSTEMS	CL-161460	29,552.88
225993	NATIONWIDE FIRE PROTECTION	CL-161461	30.34
225994	NEW PIG CORPORATION	CL-161462	344.68
225995	OFFICE DEPOT	CL-161463	384.69
225996	ORANGE COAST COLLEGE	CL-161464	2,820.00
225997	ORANGE COUNTY REGISTER	CL-161465	261.00
225998	P.W. GILLIBRAND CO. INC.	CL-161466	11,814.10
225999	PACIFIC GO NATURAL GAS	CL-161467	7,911.62
226000	PALFINGER USA INC	CL-161468	641.33
226001	PARKHOUSE TIRE INC.	CL-161469	3,955.45
226002	PLAYPOWER LT FARMINGTON INC	CL-161470	1,305.27
226003	PYRAMID WIRE & CABLE	CL-161472	2,012.39
226004	RED WING SHOE STORE	CL-161473	270.00

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226005	REM INC - REVEL ENVIRONMENTAL	CL-161474	3,115.00
226006	SANTA MARGARITA FORD	CL-161475	4,375.95
226007	SCAQMD-PERMIT SERVS-DATA ENTRY	CL-161476	396.26
226008	SELECT EQUIPMENT	CL-161477	1,488.48
226009	SIGNATURE COMMERCIAL FLOOR	CL-161478	3,704.75
		PO-360757	2,412.80
226010	SIGNS BY CREATIONS UNLIMITED	CL-161479	228.26
		CL-161504	2.38
226011	SIGNS PLUS	CL-161480	583.20
226012	SITEONE LANDSCAPE SUPPLY LLC	CL-161481	177.29
		CL-161506	685.03
		CL-161789	430.30
		CL-161790	310.28
		CL-161791	242.94
		CL-161947	148.59
		CM-170011	192.84-
		CM-170012	9.16-
226013	SMARDAN SUPPLY COMPANY	CL-161482	1,777.01
226014	EPIC MACHINES INC	CL-161209	489.89
		CL-161210	29,853.20
226015	GOLDEN STAR TECHNOLOGY INC.	CL-161224	958.70
226016	CORVEL CORPORATION INC	PO-361158	85,427.00
226017	CAPISTRANO UNIFIED SCHOOL DIST	CL-161628	101,387.84
		CM-170009	6.82-
		CM-170010	1,669.60-
		PO-360337	23,399.89
226018	PAUL C MILLER CONSTRUCTION CO	CL-160938	587,526.22
226019	R. JENSEN CO INC	CL-161041	238,372.65
226020	FASTECH	CL-160917	43,880.94
		CL-161345	230,542.23
226021	CDW GOVERNMENT	PV-170074	292.47
226022	Klopstock 04, Jennifer	PV-170075	25.25
226023	SIGNATURE COMMERCIAL FLOOR	PV-170078	17,660.00
226024	THE LIME TRUCK LLC	PV-170076	1,187.00
226025	STATE BD EQUALIZATION	CL-161897	385.21

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226026	US BANK CORP PAYMENT SYSTEM	CL-161332	631.75
		CL-161333	84.43
		CL-161335	84.43
		CL-161336	84.43
		CL-161337	69.09
		CL-161339	720.00
		CL-161341	750.00
		CL-161342	380.44
		CL-161343	795.00
		CL-161344	114.58
		CL-161347	55.20
		CL-161348	383.68
		CL-161349	2,035.00
		CL-161350	142.60
		CL-161351	179.28
		CL-161352	179.28
		CL-161353	182.52
		CL-161354	218.16
		CL-161355	999.60
		CL-161356	21.99
		CM-170013	165.51-
		CM-170014	2,135.65-
		CM-170015	69.36-
		PV-170080	2.00
226027	MOBILE COMMUNICATION REPAIR	PO-361139	9,225.00
226028	ORANGE COUNTY DEPT OF EDUCATIO	PO-360728	3,700.00
226029	PC & MACEXCHANGE	CL-161893	245.86
226030	SMOG EXPRESS	CL-161483	79.95
226031	SO COAST DISTRIBUTING CO	CL-161484	90.50
226032	SOUTH COAST FAMILY MEDICAL	CL-161599	93.00
		CL-161600	217.00
		CL-161616	43.50
		CL-161617	101.50
226033	STARBUCK TRUCK REFINISHING INC	CL-161485	7,500.00
		CL-161486	7,500.00
226034	STOTZ EQUIPMENT	CL-161487	28,069.20
226035	TIFCO INDUSTRIES	CL-161488	233.44
226036	TONY'S LOCKSMITH SERVICE	CL-161489	12.96
226037	UNITED RENTALS(NORTH AMERICA)	CL-161491	2,498.10
		CL-161492	222.73
226038	VERTICAL TRANSPORT INC	CL-161493	6,553.60
226039	VISTA PAINT CORP	CL-161494	960.82
		CL-161508	53.02

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226040	VORTEX INDUSTRIES INC.	CL-161495	95.20
		CL-161496	2,801.10
		CL-161497	773.23
226041	WARDS SCIENCE	CL-161498	877.22
		CL-161499	6,150.60
226042	ADVANTAGE WEST INVESTMENT	CL-161042	29,668.26
		CM-170016	106.93-
		CM-170017	340.62-
		CM-170018	3,472.70-
		CM-170019	268.99-
		CM-170020	7.29-
		CM-170021	48.57-
226043	ALISO NIGUEL AUTO CARE	CL-161043	259.16
226044	APPLE COMPUTER INC	CL-161044	2,773.20
226045	ASSURED FIRE SYSTEMS	CL-161046	11,785.00
226046	CENTER ON TEACHING & LEARNING	CL-161048	197.00
226047	CINTAS CORP #640	CL-161050	425.40
226048	CINTAS CORPORATION	CL-161051	2,042.22
226049	CINTAS FIRST AID & SAFETY	CL-161049	204.26
226050	CLEAN ENERGY	CL-161961	8,692.12
226051	CLUB CAR LLC	CL-161052	12,280.37
		CL-161053	12,280.37
226052	COMMERICAL TRUCK EQUIPMENT CO	CL-161054	2,629.42
226053	DELL MARKETING L P	CL-161055	3,217.83
		CL-161056	779.11
		CL-161057	1,116.60
		CL-161058	4,248.56
		CL-161059	4,262.64
		CL-161060	458.30
		CL-161203	28,832.28
226054	EAGLE AERIAL PHOTOGRAPHY INC	CL-161061	8,695.00
226055	ELITE SHEET METAL INC	CL-161062	6,740.00
226056	FREY SCIENTIFIC	CL-161216	602.59
226057	GEARY PACIFIC CORP	CL-161063	2,999.06
226058	HIRSCH PIPE & SUPPLY	CL-161064	145.19
226059	IAT INTERACTIVE LLC	CL-161065	8,337.86
226060	JOHNSTONE SUPPLY	CL-161066	159.89
226061	BAKER, KATHY	CL-161328	143.19
226062	BOWDEN, JOANNA	CL-161389	46.22
		CL-161390	11.56
		CL-161391	57.78
226063	BROWN, SUSAN	PV-170081	95.04
226064	BUNYAN, JAMIE	CL-161864	65.34
226065	BUTLER, SUSAN	CL-161873	36.18
226066	DAVIS, HENRY & ELIZABETH	CL-161859	122.47

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226067	DOLLAR, ERIN	CL-161384	42.34
226068	FRAIZER, KATHERINE	CL-161858	167.38
226069	GARCIA, MARIO & SHANNON	CL-161331	107.57
226070	GUDIPATI, SRINIVAS &	CL-161860	152.26
226071	HARRINGTON, WADE &/OR CANDACE	CL-161319	48.38
226072	HERTZ, JANA	CL-161867	102.03
226073	HEUSER, RACHEL	CL-161863	92.88
226074	JACOBS, JAMES	CL-161766	19.44
226075	KNILANS, JANET	CL-161857	61.39
226076	LOUIE, DARRYL OR CATHERINE	CL-161323	325.04
226077	MACNAMARA DANIEL & ALICIA	CL-161856	348.75
226078	MCGOWAN, DARLENE	CL-161324	794.88
		CL-161325	518.40
		CL-161326	691.20
		CL-161327	414.72
226079	NORRIS, MAUREEN	CL-161385	30.78
226080	POSNER, BRUCE AND CARLA	CL-161330	129.60
226081	ROSALES, MERCEDES	CL-161862	23.76
226082	Romberg, Stephanie	CL-161876	63.72
		PV-170082	72.74
226083	SAN FILIPPO, GARY & GIANNA	CL-161861	1,151.16
226084	SCACCIANOCE, MICHELLE	CL-161329	74.09
226085	SIELING, TARA	CL-161392	27.22
		CL-161393	13.60
		CL-161394	27.22
		PV-170086	56.70
226086	SNYDER, BRENT AND OR RENEE	CL-161320	34.47
226087	ST. JOHN, ANDREA	CL-161386	23.22
		CL-161388	76.14
		PV-170087	43.20
226088	STEIN, MARTHA	CL-161767	89.10
226089	TAYNE, JULIE	CL-161865	42.18
226090	THOMAS, FERNANDO	CL-161321	22.68
		CL-161322	68.04
226091	VILCEK, JULIE	CL-161875	42.12
226092	MANOS, MARY	PV-170083	16.07
226093	MCLELLAN, ANITA	PV-170084	134.88
226094	VEIT, ROBIN	PV-170085	3,224.31
226095	BARNABY GOODWIN, MICHELE	CL-160966	169.00
226096	BERREST, STACY	CL-160967	815.36
		CL-161510	73.22
226097	BERTINI, CARRIE	CL-160965	729.00
226098	CAL COUNCIL SOCIAL STUD	CL-161585	1,056.00
226099	CAROL DEBOISBLANC	CL-161645	637.59
226100	CARPIO, FREDERICK	CL-160969	43.74

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226101	CARTER, CHRIS	CL-161584	878.90
226102	CHAN, RACHEL	CL-160972	157.79
226103	CHRISTENSEN, DENI	CL-160973	857.60
226104	CHUBB, JON	CL-160974	740.64
226105	CHUTUK, JULIE	CL-160975	675.90
226106	COLLEGE BOARD - WRO	CL-161147	215.00
226107	DUARTE, GEORGE	CL-161589	920.97
226108	ECKERT-TOLER, JENNIFER	CL-161591	1,469.21
226109	EVANS, LAURA	CL-160976	27.26
		CL-160977	25.60
		CL-160978	25.60
226110	FRIEDLAND, REBECCA	CL-160979	693.22
226111	GASPAR, LISA	CL-161593	900.20
226112	GELLATLY, DAVID	CL-161592	887.00
226113	GILMORE, SHELLEY	CL-160986	95.21
226114	GINSBERG-BROWN, CLAUDIA	CL-161595	45.52
226115	GUINAN, ELLEN	CL-160981	197.95
226116	HENDRICKSON, KATHARINE	CL-160982	135.00
226117	HERNANDEZ, MARLO	CL-160983	199.99
		CL-160984	25.00
226118	HILL, JOSHUA	CL-161596	936.60
226119	JACOBSON, LISA	CL-160988	810.60
226120	JANICKI, LINDA	CL-160989	75.00
226121	JIMENEZ, JEANETTE	CL-160990	735.00
226122	JONES, JEFF	CL-160991	835.60
226123	KOLASA, JEFF	CL-161598	1,091.70
226124	MARTUS, LARISSA	CL-161784	862.82
226125	MCMORRAN-MAUS, KRISTA	CL-160993	150.00
226126	MEDINA-SABAD, KRISTEN	CL-161841	395.88
226127	MEYER, JULIE	CL-160994	100.42
226128	NALL, JANETTE	CL-160995	215.94
226129	PEDRAZA, JOSE LUIS	CL-161833	912.34
226130	PIANTA, REBECCA	CL-161932	137.38
226131	REECE, TIM	CL-161835	706.50
226132	RIDDLE, JUANITA	CL-161834	718.26
226133	RODRIGUEZ, CATHY	CL-160996	35.88
226134	SARGENT, CHRISTINA	PV-170161	1,428.15
226135	SCHEPENS, SCOTT	CL-161839	936.60
226136	SHEA, DOREEN	CL-160997	554.95
226137	SHERRIE, LORRAINE	CL-160998	53.51
226138	SHUMATE, DAGMAR	CL-160999	75.00
226139	SINGLETON-TADEMY, ANN	CL-161847	55.95
		CL-161848	69.66
226140	SINK, SCOTT	CL-161000	217.50
226141	SOBOLESKI, AMANDA	CL-161840	530.04

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226142	SOUTHALL, JACKIE	CL-161844	453.89
226143	STEINERT, CYNDIE	CL-161838	897.00
226144	STEWART, DAVID	CL-161837	932.60
226145	TONAI, JENNIFER	CL-161850	554.94
226146	TORRES, TIFFANY	CL-161851	1,060.72
226147	UCI REGENTS	CL-160873	1,000.00
226148	WHITAKER, DAN	CL-161505	20.00
226149	WILLEY, ELIZABETH	CL-161594	158.10
226150	YOTA, DENISE	CL-161878	25.00
226151	ZIBAS, KRISTIN	CL-161880	75.00
226152	THOMAS, MEREDITH	CL-161002	15.00
226153	BLIND CHILDREN'S LEARNING	CL-161640	4,774.82
		CL-161641	1,081.42
		CL-161642	662.80
226154	CLARINDA ACADEMY	CL-161652	2,500.00
		CL-161653	2,911.50
		CL-161654	3,558.50
226155	DEVEREUX TEXAS TREATMENT	CL-161244	220.86
		CL-161245	176.99
		CL-161664	2,838.44
		CL-161665	6,387.54
		CL-161666	5,132.71
		CL-161667	2,713.04
		CL-161668	6,607.80
		CL-161669	3,879.30
		CL-161670	3,965.00
226156	DEVEREUX TEXAS TREATMENT	CL-161246	220.26
		CL-161247	739.35
		CL-161661	2,227.94
		CL-161662	6,387.54
		CL-161663	441.15
226157	DOLAN, LAURA AND/OR KEVIN	CL-161671	674.25
226158	EBBING, CURTIS AND/OR MARYAM	CL-161672	977.46
226159	GARCIA, IRMA R.	CL-161674	1,999.80
		CL-161675	1,297.90
226160	HEAR NOW	CL-161681	311.57
		CL-161682	421.56
		CL-161683	105.94
		CL-161684	143.32
		CL-161685	483.86

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226161	HERITAGE SCHOOLS INC	CL-161686	2,613.00
		CL-161687	6,612.00
		CL-161688	2,175.00
		CL-161689	2,310.00
		CL-161690	9,090.00
		CL-161691	2,420.00
		CL-161692	6,840.00
		CL-161693	490.00
		CL-161694	2,640.00
		CL-161695	2,052.00
		CL-161696	675.00
		CL-161697	4,678.00
		CL-161698	1,465.00
226162	HOWES, JODEEN AND/OR JEREMY	CL-161699	727.20
226163	INTERMOUNTAIN DEACONESS	CL-161700	699.00
		CL-161701	2,001.00
		CL-161702	1,420.20
		CL-161703	7,540.80
226164	JENNIFER RAO	CL-161704	1,669.20
226165	JEPSEN, CLINT AND/OR KATIE	CL-161705	440.88
226166	KRANTZ, TRICIA	CL-161707	1,365.00
226167	LCRA TRUST	CL-161708	437.50
226168	NEW HAVEN YOUTH & FAMILY	CL-161710	2,367.00
		CL-161711	1,089.59
		CL-161712	4,467.50
		CL-161713	4,467.50
		CL-161714	25.14
		CL-161715	1,212.00
		CL-161716	12,906.67
		CL-161717	664.00
		CL-161718	1,076.00
		CL-161719	1,109.50
226169	OAK GROVE INSTITUTE	CL-161722	4,467.50
		CL-161723	4,467.50
226170	ORANGE CTY DEPT EDUC	CL-161725	302,776.44
		CL-161727	2,151.63
226171	RICHARD LAPPIN	CL-161738	892.50
226172	SOLIAANT HEALTH INC	PV-170169	7,638.00
226173	SPECTRUM CENTER ROSSIER PARK	CL-161740	1,908.13
		CL-161741	1,610.00
		CL-161742	322.00
		CL-161743	1,357.28
		CL-161744	2,758.84
		CL-161745	182.84
		PV-170156	2,093.00

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226174	SPEECH & LANGUAGE DEVELOPMENT	CL-161746	1,590.00
		CL-161747	2,009.00
		CL-161748	2,554.00
		CL-161749	3,867.00
226175	STEIN, CHRISTINE	CL-161651	760.00
		PO-360063	760.00
226176	BACKUS & ERNST LLP	CL-161637	682.50
		CL-161638	1,942.50
226177	BURKE WILLIAMS & SORENSSEN LLP	CL-161644	2,334.00
226178	CONTEMPORARY SERVICES CORP.	CL-161655	387.92
		CL-161656	1,593.90
		CL-161657	3,000.00
		CL-161658	926.00
		CL-161659	201.38
226179	FAIRBANK MASLIN MAULLIN &	CL-161950	25,000.00
226180	BOWIE ARNESON KADI WILES	PO-361282	1,245.50
226181	CITY OF SAN JUAN CAPISTRANO	CL-160211	15,583.02
226182	EXECUTIVE ENVIRONMENTAL SVCS	PO-361216	1,313.40
226183	LARMAC	PO-360482	17,400.00
226184	MAIER INTERNATIONAL INC	PO-361200	23,621.74
226185	MOULTON NIGUEL WATER	CL-160228	6,540.13
226186	MURDOCH WALWRATH & HOLMES	PO-361224	260.00
226187	ORANGE CTY DEPT EDUC	CL-160937	6,000.00
		PO-361183	1,750.00
		PV-170164	1,215.73
226188	RON GUIDRY FLOOR COVERING INC	CL-162020	8,995.00
226189	SAN DIEGO GAS & ELECTRIC	CL-162003	25,817.78
		PO-360310	100,614.34
226190	SO CAL GAS CO	CL-160240	2,129.35
226191	SO COAST WATER DIST	CL-160241	2,952.96
226192	CAPITOL ENERGY SYSTEMS	PO-361297	6,045.20
226193	COUNTY OF ORANGE-WASTE MNGT	PO-360474	1,505.37
226194	GILBERT & STEARNS INC	PO-354039	4,050.35
226195	WORLD OF AWNINGS & CANOPIES	CL-161853	4,722.75
226196	DECISIONINSITE LLC	PO-361225	19,250.00
226197	GILBERT & STEARNS INC	PO-354657	1,853.92
		PO-357114	2,479.58
226198	HMC ARCHITECTS	CL-160927	9,712.50
226199	PLACEWORKS	CL-160940	1,523.36
		CL-161357	2,140.36
226200	R. JENSEN CO INC	CL-161314	67,279.00
		CL-161315	97,660.00
226201	SILVER CREEK INDUSTRIES INC	CL-161030	17,632.48
		CL-161039	96,985.90
		CL-161040	103,759.87

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226202	HMC ARCHITECTS	CL-160928	65,349.80
226203	A Z BUS SALES INC	CL-161971	519.95
226204	A.C. LANDSCAPE INC	CL-161518	3,448.45
226205	ACETEC SECURITY SYSTEMS	CL-161519	1,809.00
226206	ALISO NIGUEL AUTO CARE	CL-161807	1,296.56
226207	ANIMAL PEST MANAGEMENT SERVICE	CL-161522	4,825.00
226208	APPLE COMPUTER INC	CL-160684	60,582.20
		CL-161045	103,507.36
226209	ASSURED FIRE SYSTEMS	CL-161524	880.00
		CL-161525	3,415.00
226210	BEACH CITIES GLASS INC	CL-161528	1,019.84
226211	BEE MAN	CL-161529	150.00
226212	BRINKS INC.	CL-161530	218.32
226213	CAL-STATE AUTO PARTS INC	CL-161425	114.98
		CL-161973	2,016.41
		CL-161974	1,423.77
		CM-170023	51.02-
		CM-170024	10.71-
		CM-170025	194.83-
		CM-170026	218.78-
226214	CANNON PACIFIC SERVICES INC	CL-161197	400.00
226215	CARD INTEGRATORS	CL-161533	3,143.00
226216	CASBO	CL-161534	151.55
226217	CINTAS CORP #640	CL-161536	57.66
		CL-161975	113.78
		CL-161976	113.77
226218	CLARK SECURITY	CL-161537	10,614.42
		CL-161538	701.30
226219	COASTAL BLUE	CL-160601	818.64
226220	CULVER-NEWLIN	CL-160605	273.24
226221	DAL TILE CORP	CL-161542	89.24
226222	DANIELS TIRE SERVICE	CL-161977	12,168.95
		CL-161978	1,405.41
226223	DELL MARKETING L P	CL-160608	779.11
		CL-161444	19,448.86
		CM-170027	2.51-
		CM-170028	0.46-
226224	DPF FILTERS INC.	CL-161979	11,961.50
		CL-161980	8,918.50
		CL-161981	2,709.26
226225	CULVER-NEWLIN	CL-160606	14,343.74
		CL-161201	2,806.27
226226	Barnes 02, Lee	PV-170106	36.50
226227	Bidgoli 02, Abbas	PV-170097	27.15
226228	Cartier 02, Belinda	PV-170105	26.75

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Warrant Number	Name of Payee	Reference Number	Amount
226229	Childs 02, Eileen	PV-170103	49.55
226230	Curry 02, Katherine	PV-170108	15.25
226231	Dabba 02, Nisha	PV-170098	61.25
226232	Jackson 02, Daniel	PV-170104	22.85
226233	Jones 02/24, Austin	PV-170093	146.00
226234	Masters 02, Anna	PV-170102	23.45
226235	McKeown 02, Jennifer	PV-170101	33.25
226236	Nichols 02, Marlene	PV-170092	27.15
226237	O'Connor 02, Tom	PV-170089	10.75
226238	Severance 02, David	PV-170096	43.00
226239	Swain 02, Randal	PV-170090	28.00
226240	Terzi 02, Debra	PV-170100	40.75
226241	Walsh 02, Jill	PV-170091	42.00
226242	Ward 05, Linda	PV-170099	50.00
226243	Wilson 02, Stephanie	PV-170095	31.75
226244	Wolfert 02, Cindi	PV-170107	57.50
226245	Yazdan 02, Fred	PV-170094	13.25
226246	ADAMSON, CORAL	PV-170109	68.04
226247	BIRKINSHAW, SANDY	PV-170110	34.02
226248	CARDIN, PATTI	PV-170111	37.80
226249	CORCORAN, TRAVIS	PV-170112	82.08
226250	COX, ASHLEIGH	PV-170113	52.92
226251	DINSMOOR, JOY	PV-170114	68.04
226252	EILER, CHRISTINE	CL-162008	54.54
		CL-162009	54.54
		PV-170115	81.54
226253	FLYNN, MARGARET	CL-162006	38.88
		CL-162007	38.88
		PV-170116	83.16
226254	GILL, ARVINDER	PV-170118	82.62
226255	KOPELSON, KATHLEEN	PV-170119	75.60
226256	LAIDLEY, JOANIE	CL-162005	109.08
		PV-170134	73.44
226257	LEWIS, SHARON A.	PV-170122	60.48
226258	MCCORMICK, LENORE	PV-170124	12.96
226259	NAPORA, NOELLE	PV-170125	48.60
226260	ORGILL, JANELLE	PV-170126	34.02
226261	PANNING LA BATE, TINA	PV-170127	73.44
226262	RASHIDI, AKRAM KIM	PV-170128	91.80
226263	SMITH, ANNE	PV-170129	41.58
226264	SOLTIS, PAMELA	PV-170130	48.60
226265	TUNULI, JESSICA	PV-170131	60.48
226266	WOLFSON, MEGHAN	PV-170132	60.48
226267	FARRELL, TINA	PV-170135	400.00
226268	GARCIA, BERNARDO	PV-170133	599.04

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
226269	LANDSMAN, ILISSA	PV-170120	275.00
226270	MUNSELL, JONI	PV-170136	131.04
226271	Argent 01, Heidi	PV-170149	27.00
226272	Baker 01, Bob	PV-170142	91.50
226273	Balmaseda 03, Guillermo	PV-170162	20.00
226274	Bornhoff 03, Dana	PV-170163	34.00
226275	Brown 01, Judy	PV-170146	53.00
226276	Dell 01, Suzanne	PV-170158	12.70
226277	Demers 01, Pam	PV-170148	38.20
226278	Dulla 02, Teresa	PV-170150	27.00
226279	EDUCATION MANAGEMENT SYSTEMS	PV-170137	7,296.00
226280	Gault 01, Cindy	PV-170157	210.40
226281	McQuigg 02, Anita	PV-170147	20.00
226282	Miller 04, Tim	PV-170140	39.00
226283	Nagarkar 02, Shaila	PV-170151	53.85
226284	Redona 01, Linda	PV-170143	21.00
226285	Rey 81, Gricelda	PV-170139	13.25
226286	Snyder 04/28, Allan	PV-170141	212.10
226287	Spaeth 01, John Jr.	PV-170145	199.50
226288	Stroud 02, Kim	PV-170138	35.00
226289	Tang 02, Laura	PV-170160	81.45
226290	Wickstrom 02, Kimberly	PV-170144	23.75
226291	ATG DESIGNING MOBILITY INC.	CL-161606	5,485.00
226292	MAKE MUSIC! INC	CL-161603	382.43
226293	OFFICE DEPOT	PO-350102	3.88
		PO-360706	162.90
		PO-360978	102.49
		PO-361014	343.93
226294	ONE STOP BINDERY	PO-361160	3,960.50
226295	PC & MACEXCHANGE	PO-360402	1,053.00
226296	PEP BOYS	PO-360814	206.19
226297	PITNEY BOWES PRESORT SERV INC	PO-360929	300.56
226298	PRO-ACTIVE SAFETY SUPPLY	PO-360816	1,966.03
226299	PSYCHEMEDICS CORPORATION	CL-161610	169.50
226300	PYRAMID WIRE & CABLE	CL-162000	1,254.54
226301	QUALITY TOWING	PO-361084	181.00
226302	RANCHO SANTA MARGARITA CHAMBER	PO-361072	150.00
226303	RIDDELL/ALL AMERICAN	CL-160882	8,299.99
226304	SADDLEBACK COLLEGE	PO-361169	2,160.00
226305	SCHOOL HEALTH CORPORATION	PO-360830	13,181.55
226306	SCHOOL OUTFITTERS	PO-360892	138.97
226307	SELECT EQUIPMENT	PO-361217	81.30
226308	SHAMROCK MUSIC	PO-360525	5,998.60
226309	SHRED-IT USA LLC	PO-360937	3,570.95
226310	SIGNATURE COMMERCIAL FLOOR	PO-356874	1,903.41

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
226311	SIMPSON IRVINE INC	CL-161612	3,379.34
		CL-161613	716.34
		CL-161614	456.65
226312	SOUTH COAST MEDICAL GROUP	CL-161619	1,811.00
226313	SPICERS PAPER	PO-360622	9,576.58
		PO-361130	13,724.64
226314	STERICYCLE ENVIRONMENTAL	CL-160903	18,177.34
226315	1ST JON	CL-161516	1,062.00
226316	APPLE COMPUTER INC	CL-160683	79.99
226317	CAMBIUM LEARNING INC.	CL-161960	105,257.27
226318	CULVER-NEWLIN	CL-161202	10,655.71
226319	DENAULT'S HARDWARE	CL-161445	72.04
		CL-161543	389.69
		CL-161544	58.28
		CM-170029	2.81-
226320	DENNIS PATRICK HANNA	CL-161545	800.00
		CL-161546	1,350.00
226321	DEWEYS HOME APPLIANCES	CL-161547	300.00
226322	DUNN-EDWARDS CORP	CL-161548	4,818.55
		CL-161549	734.61
226323	EBERHARD EQUIPMENT	CL-161207	739.80
		CL-161551	8,661.60
226324	FACTORY MOTOR PARTS	CL-161815	585.74
226325	FOLLETT SCHOOL SOLUTIONS INC	CL-161214	77.12
226326	FRICTION MATERIALS CO.	CL-161816	477.34
226327	GANAHL LUMBER	CL-161557	718.88
		CL-161558	1,478.23
226328	GERBIG INC DBA INTERNATIONAL	CL-161218	1,165.47
		CL-161219	4,644.79
		CL-161222	393.45
226329	GOLDEN STAR TECHNOLOGY INC.	CL-160612	260.00
		CL-160613	260.00
		CL-160615	260.00
		CL-160616	260.00
		CL-160617	520.00
		CL-160618	260.00
		CL-160619	520.00
		CL-160620	780.00
		CL-160621	260.00
226330	GORM INC	CL-161560	808.37
		CL-161561	852.12
226331	HEATING & COOLING SUPPLY	CL-161566	3,839.70
226332	HOWARD TECHNOLOGY SOLUTIONS	CL-160698	24.50
		CL-160699	980.00
		CL-160700	24.50

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
226333	IRVINE VALLEY AIR CONDITIONING	CL-161368	21,545.03
226334	LAKESHORE LEARNING MATLS	CL-160627	205.11
226335	LIFETRENDS GROUP	CL-161242	71.65
		CL-161243	71.65
226336	CULVER-NEWLIN	CL-160607	118,332.60
226337	GOLDEN STAR TECHNOLOGY INC.	CL-160614	1,820.00
226338	IPEVO INC	CL-161236	1,140.91
226339	ADVANTAGE WEST INVESTMENT	CL-161520	27,639.92
		CM-170033	242.89-
		CM-170034	107.76-
226340	FOLLETT SCHOOL SOLUTIONS INC	CL-161556	1,064.89
226341	HIRSCH PIPE & SUPPLY	CL-161567	2,625.14
226342	INTERSTATE BATTERIES	CL-161447	458.08
		CL-161448	248.04
		CL-161450	1,076.70
		CL-161451	1,076.62
		CL-161894	485.20
		CL-161895	496.46
		CM-170030	60.00-
		CM-170031	540.00-
		CM-170032	120.00-
		PV-170152	365.20
		PV-170153	362.92
		PV-170154	119.92
		PV-170155	540.01
226343	JOHNSTONE SUPPLY	CL-161573	1,217.68
		CL-161575	2,857.87
226344	LOCAL JANITORIAL & VACUUM	CL-161580	1,375.82
		CL-161581	1,134.21
		CL-161582	4,833.77
226345	ALLEN MOTORSPORTS	CL-161383	1,712.81
226346	CENGAGE LEARNING	CL-160598	475.20
226347	EPIC MACHINES INC	CL-161210	345.60
226348	KELLY PAPER COMPANY	CM-170036	19.96-
		CM-170037	384.86-
		PO-360626	1,472.44
		PV-170165	407.54
		PV-170166	871.20
		PV-170167	119.97
226349	CAPISTRANO UNIFIED SCHOOL DIST	CL-161628	7,194.11
		PO-360337	66,324.06
226350	AIRGAS USA LLC	CL-160583	51.08
226351	HEINEMANN PUBLISHING	CL-161229	644.80

Board of Trustees Warrant Listing
===== Fiscal Year: 2016-17 =====
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Warrant Number	Name of Payee	Reference Number	Amount
226352	MOBILE FLEET WASH	CL-161792	464.75
		CL-161793	464.75
		CL-161794	500.50
		CL-161796	500.50
226353	NEW MANAGEMENT INC	PO-360494	12,305.70
226354	TEXTBOOK WAREHOUSE	PO-360361	781.92
		PO-360624	744.71
226355	THERAPRO INC.	PO-360898	350.52
226356	TOON BOOM ANIMATION INC	PO-356183	3,655.00
226357	TUTTLE-CLICK FORD	CL-161490	5,026.82
		CL-161995	5,266.58
		CL-161996	4,545.95
226358	ULINE	PO-360324	456.19
		PO-360918	1,920.89
226359	VERICOM COMPUTERS	PO-361002	1,656.52
226360	VERIZON WIRELESS	CM-170035	2,669.69-
		PO-360221	3,453.32
226361	VERIZON WIRELESS	CL-161928	287.96
226362	VERNON LIBRARY SUPPLIES INC	PO-360227	38.33
226363	VEX ROBOTICS INC	PO-360791	359.60
226364	WATERLINES TECHNOLOGIES INC	CL-161500	42.05
		CL-161501	747.06
		CL-161502	3,932.26
226365	WESTED	CL-161503	3,685.11
226366	YALE CHASE EQUIPMENT AND	CL-161936	5,636.11
226367	TONG, ANDREA	CL-161003	851.20
226368	TORY AND AMY SIRKIN	CL-161755	7,000.00
226369	DSA	PO-361384	500.00
226370	DSA	PO-361383	500.00
226371	GRAY STEP SOFTWARE INC	PO-360377	1,694.00
		PO-360378	1,694.00
		PO-360379	1,694.00
		PO-360380	1,694.00
		PO-360381	1,694.00
		PO-360382	1,694.00
226372	MIND RESEARCH INSTITUTE	PO-360829	2,999.00
226373	MOVIE LICENSING USA	PO-360877	487.87
226374	NEWSELA	PO-360844	4,300.00
226375	SOUTH COAST ROP	PO-361205	159,000.00
226376	TARGETSUCCESS INC	PO-361221	5,872.74
1,145 Warrants			\$20,579,828.13

**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

**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. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector	12/8/2008
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
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 6/24/2015
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Golden Star Technology, Inc dba GST	Bid No. 1516-02 Audio Visual Equipment	6/24/2015
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Hanford Hyundai	California Multiple Award Schedule (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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
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 & Thimling 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

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

VENDOR	TITLE	BOARD APPROVAL DATE
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School 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
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, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School 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

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

VENDOR	TITLE	BOARD APPROVAL DATE
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011
Williams Scotsman	Relocation, Dismantle and Removal of DSA Portable Classroom	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
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 7/28/16

2016-17

004090	APPLE COMPUTER INC	274,405.10
118161	CAPISTRANO CONNECTIONS ACADEMY	1,261,697.00
152838	FASTECH	274,423.17
041995	HOUGHTON MIFFLIN CO	1,737,060.42
150703	MEBA C/O	3,770,872.94
066570	ORANGE COUNTY DEPT OF EDUC	876,853.64
146264	OXFORD ACADEMY	350,833.00
142564	PAUL C MILLER CONSTRUCTION CO	587,526.22
153379	R. JENSEN CO INC	403,311.65
078255	SAN DIEGO GAS & ELECTRIC	559,676.68
153712	STATES LINK CONSTRUCTION INC	670,472.00
147868	US BANK	2,448,875.85

AUGUST 17, 2016 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
FSA	1617108	1	General Fund	Autolift Services	Remove and replace existing underground lift	7-1-16 to upon completion	\$ 54,263.20
PSA	1617113	2	General Fund	Atkinson, Andelson, Loya, Ruud & Romo	Provide legal services	7-1-16 to 6-30-17	\$ 500,000.00
ICA	1617118	1	General Fund	YMCA of Orange County - Laguna Niguel Family	Provide Noontime sports program at Marblehead Elementary School	9-1-16 to 6-30-16	\$ 4,600.00
FSA	1617122	3	General Fund	Arturo J. Addeman	Install custom ceiling for existing school-provided projectors at Vista Del Mar Elementary, Vista Del Mar Middle School, and Niguel Hills Middle School	7-1-16 to upon completion	\$ 46,512.80
ICA	1617126	1	After School Education & Safety and Title I	CampCo Day Camps	Provide after school program at Las Palmas Elementary School	7-1-16 to 6-30-17	\$ 120,640.00
ICA	1617129	2	Title I	Thinking Maps	Provide professional development training and materials to CUSD educators	7-1-16 to 6-30-17	\$ 75,000.00
ICA	1617131	1	General Fund and Gift	Imagination Machine	Provide writing focused assemblies	7-1-16 to 6-30-17	\$1,500.00
FSA	1617132	3	Deferred Maintenance	J&J Environmental Construction	Provide labor and material to perform floor tile abatement in rooms 103,104, hallway, storage in building 100 and rooms 208, 209, 212, 224, 225, storage room between rooms 224/225 and MPR building at Niguel Hills Middle School	7-1-16 to upon completion	\$ 48,125.00
FSA	1617133	3	General Fund	RM Systems	Provide labor and material to install data and fiber optic cabling at Capistrano Valley High School, Dana Hills High School, San Juan Hills High School, Junipero Serra High School and Adult Transition ROP computer labs	7-1-16 to upon completion	\$ 43,410.00
MCA	1617135	1	Special Education	Yellowstone Boys and Girls Ranch	Provide general education programs and Special Education instruction, residential and mental health services	7-1-16 to 6-30-17	\$ 250,000.00
MCA	1617136	1	Special Education	Normative Services, Inc.	Provide general education programs and Special Education instruction, residential and mental health services	7-1-16 to 6-30-17	\$ 200,000.00
MCA	1617137	1	Special Education	Intermountain Deaconess Children's Services dba Intermountain	Provide general education programs and Special Education instruction, residential and mental health services	7-1-16 to 6-30-17	\$ 150,000.00
MCA	1617138	1	Special Education	Devereux Cleo Wallace	Provide general education programs and Special Education instruction, residential and mental health services	7-1-16 to 6-30-17	\$ 165,000.00
MCA	1617139	1	Special Education	The Devereux Foundation - Devereux Georgia-Ackerman Academy	Provide general education programs and Special Education instruction, residential and mental health services	7-1-16 to 6-30-17	\$ 165,000.00

AUGUST 17, 2016 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS (continued)

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
MCA	1617140	1	Special Education	Heritage School, Inc.	Provide general education programs and Special Education instruction, residential and mental health services	7-1-16 to 6-30-17	\$ 425,000.00
MCA	1617141	1	Special Education	Provo Canyon School	Provide general education programs and Special Education instruction, residential and mental health services	7-1-16 to 6-30-17	\$ 175,000.00
MCA	1617142	1	Special Education	Diamond Ranch Academy, Inc.	Provide general education programs and Special Education instruction, residential and mental health services	7-1-16 to 6-30-17	\$ 165,000.00
MCA	1617143	1	Special Education	Copper Hills Youth Center	Provide general education programs and Special Education instruction, residential and mental health services	7-1-16 to 6-30-17	\$ 350,000.00
MCA	1617144	1	Special Education	Woodward Academy	Provide general education programs and Special Education instruction, residential and mental health services	7-1-16 to 6-30-17	\$ 135,000.00
MCA	1617145	1	Special Education	Wertheimer -Gale & Associates	Provide occupational and physical therapy for CUSD students	7-1-16 to 6-30-17	\$ 6,000.00
MCA	1617146	1	Special Education	Oak Grove Institute Foundation Incorporated	Provide general education programs and Special Education instruction, residential and mental health services	7-1-16 to 6-30-17	\$ 250,000.00
ICA	1617148	3	Capital Facilities Fund	Knowland Construction Services	Provide DSA inspection services for applicable projects	4-25-16 to 6-30-17	\$ 150,000.00
ICA	1617150	1	Indian Education	Comprehensive College Prep, Inc.	Provide college prep services including SAT, ACT, AP reviews and individual tutoring	7-1-16 to 6-30-17	\$ 1,000.00
PSA	1617151	2	General Fund	Dannis Wolliver Kelley	Provide legal services	7-1-16 to 6-30-17	\$ 100,000.00
PSA	1617152	2	General Fund	Burke, Williams & Sorensen	Provide legal services	7-1-16 to 6-30-17	\$ 150,000.00
PSA	1617153	2	General Fund	Orbach, Huff, Suarez & Henderson	Provide legal services	7-1-16 to 6-30-17	\$ 100,000.00
ICA	1617154	1	General Fund	Brainfuse, Inc.	Provide online tutoring services	8-1-16 to 6-30-17	\$ 4,500.00
ICA	1617155	2	General Fund	Barber & Gonzales Consulting Group	Provide contract negotiation and collaboration support services	7-1-16 to 6-30-17	\$ 20,000.00
ICA	1617156	2	General Fund	Government Financial Strategies, Inc.	Provide financial advisory services including, but not limited to, advice relating to general obligation bonds, SFID bonds, and CFDs	4-25-16 to 6-30-17	\$ 400,000.00
ICA	1617157	2	General Fund	Fulkra Incorporated	Provide various private investigation services	7-1-16 to 6-30-17	\$ 15,000.00
ICA	1617159	2	General Fund	Cooperative Strategies, LLC	Prepare Annual and Five-Year Report	7-1-16 to 6-30-17	\$ 2,600.00

AUGUST 17, 2016 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS (continued)

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
ICA	1617160	1	Gift Funds	Brain Builders Educational Programs	Provide instruction in Engineering, including applied Math Common Core State standards and NGSS Science standards at Moulton Elementary School	7-1-16 to 6-30-17	\$ 23,400.00
FSA	1617161	3	General Fund	Municipal Underground Services	Provide sewer line cleaning and specialty trenchless repairs Districtwide	7-1-16 to 6-30-17	\$ 20,000.00
FSA	1617162	3	Deferred Maintenance	Ron Guidry Floor Covering, dba Progressive Surfacing	Provide labor and material to install flooring at Niguel Hills Middle School in rooms 103, 104, 209, 212, 224, hall, MPR and storage room	7-1-16 to upon completion	\$ 35,310.40
FSA	1617163	3	Deferred Maintenance	Dave Bang & Associates	Provide labor and material to install new compacted curb and poured-in place rubber surfacing at Crown Valley Elementary. Includes removal and disposal of existing rubber tiles and existing subbase	7-1-16 to upon completion	\$ 46,753.47
PSA	1617164	2	General Fund	Woodruff, Spradlin & Smart	Provide legal services	7-1-16 to 6-30-17	\$ 25,000.00
PSA	1617165	1	Special Education	Abby Rozenberg	Provide independent educational evaluations (IEE) for speech and language for CUSD students as designated by staff	7-1-16 to 6-30-17	\$ 10,000.00
PSA	1617166	1	Special Education	Regents of University of California, UCSD School of Medicine	Contract with Dr. Howard Taras to authorize speech and language protocol and providing prescriptions for occupational and physical therapy Medi-Cal eligible services and consult with IEP staff for the students with significant medical needs and make written recommendations for appropriate school setting placement, including review of student medical records, consulting with students' primary medical physicians, medically exam students, report writing and attendance at student IEP meetings	7-1-16 to 6-30-17	\$ 12,500.00
ICA	1617167	2	General Fund	Album Agency, dba Album Creative Studios, Inc.	Provide various communications and marketing services, including Re-Imagined Schools, strategic sessions on campus, reviewing existing profiles, designing a bi-fold brochure improving existing School Loop websites and optional ongoing design for promotional materials	7-1-16 to 6-30-17	\$ 24,900.00
PSA	1617168	1	Special Education	Melissa P. Huy	Provide independent educational evaluations (IEE) for speech and language for CUSD students as designated by staff	7-1-16 to 6-30-17	\$ 2,500.00
ICA	1617169	1	General Fund	Contemporary Services Corporation	Provide security services at various events as needed, including, but not limited to, Board meetings and graduation ceremonies	7-1-16 to 6-30-17	\$150,000.00

AUGUST 17, 2016 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS (continued)

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	ESTIMATED EXPENDITURES
PSA	1617170	3	General Fund	Larry W. Heglar & Associates	Provide MAI appraisal services related to the Planning Area 2 school site (Esencia K-8 School) pursuant to Article 8.3 of the School Facilities and Funding Agreement and Option to Purchase School Site by and among CUSD and RMV Community Development, LLC	6-1-16 to 6-30-18	\$ 6,500.00
ICA	1617171	2	General Fund	Leadership Associates	Provide professional development training and support relating to team-building and collaborative approaches for various departments	7-1-17 to 6-30-17	\$ 97,000.00

Total \$ 4,727,014.87

AMENDMENTS

TYPE	CONTRACT NO	WIG	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	ESTIMATED EXPENDITURES
PSA	1617021	1	Special Education	Augmentative Communication Therapies	Provide assistive augmentative communication Services to CUSD Students	Increase contract amount by \$3,000 for a total contract amount of \$5,500	\$ 3,000.00
ICA	1617169	1	General Fund	Contemporary Services Corporation	Provide security services at various events as needed, including, but not limited to, Board meetings and graduation ceremonies	Extend term of contract to cover dates of service	No change to original contract amount
MCA	1617073	1	Special Education	New Haven Youth and Family Services	Basic education program/Special Education instruction, residential/ mental health services	Increase in residential monthly rate	No change to original contract amount
MCA	1617074	3	Special Education	Boys Town California, Incorporated	Residential/ mental health services	Increase in residential monthly rate	No change to original contract amount
ICA	1213171	1	General Fund	Strategies for Success	Provide various types of tutoring services, including academic coach and tutoring, social skills training, parenting education and community education	Extend term of contract to cover dates of service	No change to original contract amount
ICA	1415182	2	General Fund	School Services of California, Incorporated	Conduct a total compensation and management organization review and provide all related services thereto	Extend term of contract to cover dates of service	No change to original contract amount
ICA	1516218	2	General Fund	PrideStaff, Incorporated	Provide temporary staffing in specialized positions	Extend term of contract to cover dates of service	No change to original contract amount
MCA	1617058	1	Special Education	Olive Crest Academy	Provide additional classroom aides for CUSD students	Increase in classroom aide rate	No change to original contract amount
PSA	1617028	1	Special Education	Providence Speech & Language Center	Provide speech & language pathology services to CUSD students	Increase contract amount by \$5,000 for a total contract amount of \$20,000	\$5,000.00

Total \$ 8,000.00

AUGUST 17, 2016 BOARD MEETING
DISTRICT STANDARDIZED INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES,
FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

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.



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 18th day of August 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 \$ 54,263.20 the following:
Remove & replace existing underground lift at Transportation Department

As described in the attached Exhibit A.
2. The term of the Contract shall begin on 7/1/2016 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 2069, 6/9/2016
- ☒ 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 \$ 54,263.20
- ☒ Faithful Performance Bond \$ 54,263.20
- ☒ California State Contractor's License Number 826743
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☐ DIR Registrations No. 1000011699
- ☐ _____
- ☐ 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: 8/17/2016

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: 2068

Date: 6/9/2016

PROPOSAL SUBMITTED TO

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

We hereby submit specifications and estimates for

Total

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

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

Page 3 of 8

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NOTE:

Signature: _____

Date: _____

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



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: 6/9/2016

PROPOSAL SUBMITTED TO

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

We hereby submit specifications and estimates for

Total

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 DOWELS 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.

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Chris Woodson

Page 4 of 8

83 of 583

Signature: _____

Date: _____

NOTE:

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

Proposal-Contract

Estimate No:	2068
Date:	6/9/2016

PROPOSAL SUBMITTED TO

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 (15) 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.

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Total

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SIGNATURE: _____

Chris Woodson

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Proposal-Contract

Estimate No: 2068

Date: 6/9/2016

PROPOSAL SUBMITTED TO

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

We hereby submit specifications and estimates for:

Total

14. No retention will be allowed.
16. Underground Obstruction Clause: Autolift Services assumes no responsibility for underground obstruction(s) such as but not 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 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) 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 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.
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.

Payment:

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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

Page 6 of 8

85 of 583

NOTE:

Signature:

Date:

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

Proposal-Contract

Estimate No: 2068

Date: 6/9/2016

PROPOSAL SUBMITTED TO

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

We hereby submit specifications and estimates for

Total

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.

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/ if 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.

104. NOTES: ALTHOUGH CONCRETE CAN BE DRY AND HARD TO THE TOUCH AFTER ONE DAY OF CURING, CONCRETE REQUIRES 28 DAYS TO REACH FULL STRENGTH. THUS, EQUIPMENT INSTALLATION AND/OR USE CANNOT COMMENCE UNTIL THIS TIME HAS ELAPSED

Payment:

Total

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AUTHORIZED SIGNATURE:

Chris Woodson

Page 7 of 8

NOTE:

86 of 583

Signature:

Date:

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Proposal-Contract

Estimate No:	2068
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Date:	6/9/2016
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PROPOSAL SUBMITTED TO

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

We hereby submit specifications and estimates for

Total

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.

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.
Sales Tax

0.00

Payment:

Total \$54,263.20

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SIGNATURE: _____

Chris Woodson

Page 8 of 8

87 of 583

NOTE:

Signature: _____

Date: _____

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



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **August 18, 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".

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

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 legal counsel at the rates 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 **\$500,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2016 to June 30, 2017**, 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: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: August 17, 2016

CONSULTANT

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

Email Address: _____
FEIN _____

FEES/SERVICES SCHEDULE

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 General Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$240	\$12,000
Sr. Associate	100	\$220	\$22,000
Associate	100	\$215	\$21,500
Paralegal	50	\$145	\$7,250
Total Price			\$62,750

Atkinson, Andelson, Loya, Ruud & Romo / Anthony P. De Marco
Print Name of Firm and Authorized Signer

Authorized Signature

95-3378600
Federal I.D. #/License

May 18, 2015
Date



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

YMCA OF ORANGE COUNTY, LAGUNA NIGUEL YMCA

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: **\$4,600.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **September 1, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____



YMCA PROGRAM SERVICE AGREEMENT

This Agreement is made and entered into this 1st day of May, by and between the YMCA of Orange County Laguna Niguel Family (branch name), a not-for-profit corporation and Merblehead Elementary School, referred to throughout this Agreement as the YMCA and Program Service Recipient.

WHEREAS, Program Service Recipient agrees to have YMCA conduct program at the Program Service Recipient premises and,

WHEREAS, the YMCA desires to utilize the premises of the Program Service Recipient in order to conduct program; and,

WHEREAS, it is the desire of the parties to memorialize this understanding in a written agreement in which the YMCA shall conduct program at the premises owned by Program Service Recipient and the YMCA shall be allowed to conduct program pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. Term

The term of this Agreement shall be for the period of Sept. 7, 2016- May 31, 2017 and is subject to renewal for subsequent terms by agreement of both parties.

2. Program

The program covered by this agreement includes Program Service Recipients Premises. Attached hereto as *Exhibit A* describes the program and premises which is the subject of this Agreement.

3. Payment

The Program Service Recipient agrees to compensate the YMCA for performance of the services above on the following basis: \$4600.00 (Monday, Wednesday, Friday), 92 days

4. Responsibilities of Program Service Recipient:

- a. Program Service Recipient shall solely be responsible for malfunctions, maintenance and repairs of equipment, facilities, premises or property. This shall include malfunctions, maintenance and repair to the equipment, facilities, premises or property provided by Program Service Recipient.
- b. The Program Service Recipient shall be responsible for full compliance with all cleaning procedures as regulated by the Department of Public Health. This shall include, but not be limited to routine and surrounding area housekeeping.
- c. The Program Service Recipient shall not violate any City, County, or State Law in or about the said premises.



5. Responsibility of YMCA

- a. To provide qualified YMCA staff during program hours. Each staff member shall have been screened, trained, have proper certifications for the program.
- b. Hire, staff, train and supervise all program staff.
- c. Provide program including: Noontime Sports (Lunchtime)
Ratio will be: 1:20
- d. Pay all compensation with respect to its staff including wages and employment taxes and benefits.
- e. The YMCA Director or his/her designee will promptly notify the designated Program Service Recipient representative of any needed repairs and will inform the representative of any safety or code violations which may require temporary closure until repair work is completed.
- f. YMCA shall be responsible for participant registration for the program and shall maintain records and related documents.
- g. YMCA shall be responsible for obtaining and maintaining participant's waivers for the program.

6. Insurance

The YMCA shall maintain at its expense during the term of this Agreement comprehensive general liability insurance for the joint protection of the YMCA and the Program Service Recipient against claims for personal injury, death or property damage arising out of the negligence by the YMCA and/or its agents arising out of the program on the premises of the Program Service Recipient property. The insurance shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence. Program Service Recipient shall maintain at its expense during the terms of this Agreement comprehensive general liability insurance for the joint protection of Service Recipient and the YMCA against claims of personal injury, death or property damage. The insurance shall be in the minimum amount of One Million Dollars (\$1,000,000) per occurrence. EXCLUDED FROM THE INSURANCE COVERAGE PROVIDED BY YMCA, IS ANY OCCURRENCE WHILE ON PROGRAM SERVICE RECIPIENTS PREMISES THAT WAS NOT DUE TO THE YMCA'S NEGLIGENCE. THE PROGRAM SERVICE RECIPIENT'S INSURANCE SHALL BE THE SOLE REMEDY FOR SUCH LOSSES.

7. Indemnification

- a. Program Service Recipient shall indemnify, defend with competent counsel and hold the YMCA, its employees and agents harmless of and from any loss, damage, claim or expense including reasonable attorney's fees arising out of any act by Program Service Recipient and/or a Program Service Recipient Employee or Agent which causes harm of any type to an employee or participant in the YMCA program.
- b. YMCA shall indemnify, defend with competent counsel and hold the Program Service Recipient its employees and agents harmless of and from any loss, damage, claim or



expense including reasonable attorney's fees arising out of any act by YMCA and/or a YMCA Employee or Agent which causes harm of any type to an employee or participant in the YMCA program.

8. Assignment

Neither the Program Service Recipient nor the YMCA shall have the right to assign this Agreement without prior written consent of both parties.

9. Attorney's Fees

If a suit or action is brought to enforce this Agreement or any provision hereof, or to rescind or disaffirm this Agreement or any provision hereof, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses, both trial and appellate, in addition to its costs and disbursements allowed by law, which shall include the costs of any discovery proceedings.

10. Binding Effect

This Agreement shall be binding upon, and shall inure to the benefit of the parties and their respective successors and assigns.

11. Amendments

No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced in writing and is then properly executed by the parties hereto.

12. Nonprofit Status of YMCA

Should anything in this Agreement adversely affect the YMCA's not-for-profit status, this Agreement may be voided at the YMCA's sole option.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement on the day and date shown forth above.

YMCA OF ORANGE COUNTY

Signature and Title

Date: 5/3/14

Program Service Recipient Name

Signature and Title

Date: _____



YMCA Program Service Agreement/Contract PROCEDURES

A YMCA Program service agreement is used when the YMCA will be offering a service/program at another organization, or owner's premises or property. All agreements are contractually binding and require approval and authorization from the YMCA of Orange County.

Examples of YMCA Program Services:

- ☐ Backyard swim
- ☐ Lifeguarding
- ☐ Pool management
- ☐ Swim lessons
- ☐ Noon time sports
- ☐ After school sports
- ☐ After school programs
- ☐ Day/Resident camp

Requirements/Procedures:

- 1 Program Director completes the Program/Service Agreement. Exhibit A must be attached (agreement deliverables) along with a budget (if applicable).
- 2 Program Director must obtain supervisor approval.
- 3 Supervisor must obtain VP of Operations approval prior to entering into any agreement.
- 4 VP of Operations will obtain CFO/CEO approval.
- 5 Once contract is approved internally, Program Director may obtain other parties signatures.
- 6 Final signed and executed copy must be sent to supervisor and Association Office (CFO office) for insurance requirements and retention.



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 18th day of August 2016, by and between Arturo J. Addeman, 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 \$ 46,512.80 the following:
Custom ceiling installation of existing school-provided projectors at Vista Del Mar Elementary,
Vista Del Mar Middle School and Niguel Hills Middle School
As described in the attached Exhibit A.
2. The term of the Contract shall begin on 7/1/2016 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.

Field Service Agreement 1617122
 Capistrano Unified School District

-1

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated 6-17-2016
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number 360557, 360567, 360568
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☒ Payment Bond \$ 46,512.80
- ☒ Faithful Performance Bond \$ 46,512.80
- ☒ 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

Lynh N. Rust
Print Name

Print Name

Executive Director, Purchasing
Title

Title

Board Approval Date: 8/18/2016

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District

-2

Art Addeman

805-451-6832 direct
art@calwestvisual.com



Certified Education Trainer

QUOTE NO. 1130-7L-ES

DATE 27-Jun-16

CUSTOMER ID VDMES

QUOTE

TO Troy Hunt
 Vista Del Mar Elementary School
 1130 Avenida Talega
 San Clemente, CA 92673
 949 444-9426
tshunt@capousd.org

Mail and/or Fax P.O. to:
Art Addeman
 102 W. Constance Ave, #1
 Santa Barbara, CA 93105
 805 456-0320 fx

TERMS	Delivery Time after Receipt of Order	SHIPPING METHOD		Classrooms	Quote Expiration Date
Net 30 w/PO	5 - 10 Bus. Days	N/A		Includes (5) portables	25 days

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
		The following includes installations in 25 regular classrooms and 5 portable classrooms		-
				-
				-
32	PROJ-INST	Custom Ceiling Installation of existing, customer-provided projector	350.00	11,200.00
				-
32	Pole/mnt/fttg	Ceiling mount hardware & backing	225.00	7,200.00
32	CBL/RCWY/PLT	Cables, raceway & wall plate combo To include HDMI, VGA and 3.5mm audio cables & wall plate inputs	110.00	3,520.00
				-
				-
				-
				-
32		2-plug electrical outlet installed above ceiling tiles (for projector)	325.00	10,400.00
				-
				-
				-
				-

Subtotal--Taxable Items 10,720.00

Tax Rate 8.00%

Sales Tax 857.60

Subtotal--Non-Taxable Items 21,600.00

Shipping & Handling Fee 2,755.00

TOTAL 35,932.60



Factory Trained Installer
 SMART Board™ 600 series
 interactive whiteboard

To Accept This Quotation,

Place you signature here _____ Date _____

Return to address or fax below.

THANK YOU FOR YOUR BUSINESS!

102 W. Constance Ave., #1 Santa Barbara, CA 93105 Tel: 805-451-6832 Fax: 456-0320

Art Addeman

805-451-6832 direct

smartboards@smartboards.biz



QUOTE NO. 1130-6L

DATE 2-Jun-16

CUSTOMER ID VISTADM

QUOTE

TO Susan Hansen-Luburic
Vista Del Mar School
1130 Avenida Talega

San Clemente, CA 92673

949 234-5955

shansenluburic@capousd.org

Mail and/or Fax P.O. to:

Art Addeman

102 W. Constance Ave, #1

Santa Barbara, CA 93105

805 456-0320 fx

TERMS	Delivery Time after Receipt of Order	SHIPPING METHOD		Classroom	Quote Expiration Date
Net 30 w/PO	5 - 10 Bus. Days	N/A		TBD	25 days

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
				-
				-
				-
1	PROJ-INST	Custom Ceiling Installation of existing Epson projector	350.00	350.00
				-
1	Pole/mnt/fttg	Ceiling mount hardware & backing	210.00	210.00
1	CBL/RCWY/PLT	VGA, raceway & wall plate combo	90.00	90.00
				-
				-
				-
				-
				-
1		2-plug lectrical outlet installed above ceiling for projector	325.00	325.00
				-
				-
				-
				-



Subtotal--Taxable Items 300.00

Tax Rate 8.00%

Sales Tax 24.00

Subtotal--Non-Taxable Items 675.00

Shipping & Handling Fee 95.00

TOTAL 1,094.00

To Accept This Quotation,

Place you signature here _____ Date _____

Return to address or fax below.

THANK YOU FOR YOUR BUSINESS!

102 W. Constance Ave., #1 Santa Barbara, CA 93105 Tel 805-451-6832 Fax 456-0320

Art Addeman

805-451-6832 direct
art@calwestvisual.com

QUOTE NO. 29070-14L
 DATE 28-Jun-16
 CUSTOMER ID NHMS

QUOTE

TO Tim Reece
 Niguel Hills Middle School
 29070 Paseo Escuela
 Laguna Niguel, CA 92677
 949 234-5360
treece@capousd.org

Mail and/or Fax P.O. to:
 Art Addeman
 102 W. Constance Ave, #1
 Santa Barbara, CA 93105
 805 456-0320 fx

TERMS	Delivery Time after Receipt of Order	SHIPPING METHOD		Rooms	Quote Expiration Date
Net 30 w/PO	5 - 10 Bus. Days	N/A		TBD	25 days

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Rooms	213, 219, 222, P24, 230, P8, P10, P11		-
				-
				-
9	PROJ-INST	Custom Ceiling Installation of school-provided projector	350.00	3,150.00
				-
9	Pole/mnt/fttg	Ceiling mount hardware & backing	210.00	1,890.00
9	CBL/RCWY/PLT	VGA cable, raceway & wall plate package	125.00	1,125.00
				-
		Installations include running & connecting cables from projector to input box; to be placed where designated.		-
	Note:			-
				-
9	ELEC-PLG	2-plug electrical outlet installed above drop-ceiling (for projector)	325.00	2,925.00
				-
				-
				-
				-

Subtotal--Taxable Items	3,015.00
Tax Rate	8.00%
Sales Tax	241.20
Subtotal--Non-Taxable Items	6,075.00
Shipping & Handling Fee	155.00
TOTAL	9,486.20

To Accept This Quotation,
 Place your signature here _____ Date _____
 Return to address or fax below.

THANK YOU FOR YOUR BUSINESS!

102 W. Constance Ave., #1 Santa Barbara, CA 93105 Tel: 805-451-6832 Fax: 456-0320



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

CAMPCO DAY CAMPS

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: **\$120,640.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____



26861 Trabuco Road, Suite E-121
Mission Viejo, CA 92691
(949) 643-9008
www.CampCoDayCamps.com

Las Palmas Elementary School After-school Program Agreement

Page 1 of 2, Updated on 6/24/2016; 1pm

CampCo Day Camps agrees to offer an "After-school Program" at Las Palmas Elementary School, 1011 Calle Puente, San Clemente, CA 92672, for the 2016/2017 School-year. Below are details of items that CampCo would provide and the items that the School will provide.

CampCo Will Provide:

- Leading and Supervision of After-school Program on school days during the 2016/2017 school year (per the District Calendar approved on 3/11/15 at Las Palmas Elementary School in San Clemente, for grades Kindergarten through 5th).
- Program to begin on the second day of school, Tuesday, August 16, 2016 and end on the last day of school, Thursday, June 1, 2017 on schooldays, Mondays, Wednesdays, Thursdays and Fridays from 2:20pm to 6pm and on Tuesdays and minimum days from dismissal (usually 1pm) to 6pm.
- Staff working with students at a ratio of at minimum of 1 Staff per 20 children, with a maximum of 94 registered children per day (84 from ASES grant & 10 from "Tutoring" funds). Five staff scheduled to work each day.
- Staff will be scheduled 15-30 minutes prior to the end of the school day to prepare for the day's activities and 15 minutes after the end of the program for clean-up time.
- Overall supervision of program by on-site Director, overseeing staff and the program, and working with participants.
- Handling of children's behaviors and discipline, with notification of major issues being forwarded to school administrators.
- Program planning including daily activities, preparation and set up.
- Staff will lead library time, math and reading games, active and quiet games, computer lab, crafts, sports, homework support, snack time supervision and more. Special or themed activities may be scheduled around Red Ribbon Week, holidays or other appropriate times. Activities will incorporate self-esteem building, good sportsmanship, sense of pride, confidence, life skills, conflict resolution, positive attitude towards education and opportunities to express creativity. CampCo will adjust activities based on the interest, participation, weather & needs of the school.
- Games and sports equipment. Crafts materials. Copies of worksheets, sign-in sheets and forms, First Aid Kits and replacement supplies, and other items related to an Afterschool Program.
- Copies of Parent Info Letters, Registration Packet and Emergency Cards for the first 80 participants enrolled. (Las Palmas will make copies for any registrations after the initial 80 are enrolled).
- Participant Sign-in/out Sheets to be stored by CampCo for future ASES audits.
- Staff training for CPR, First Aid, Basic Water Rescue, Games, Crafts, Handling Behaviors & More
- Regular supervisory visits to program, plus additional program participant homework and activity assistance by Recreation Manager or CampCo Owner.
- Workers' comp, employer taxes, liability insurance, management mileage, new hires, background checks, fingerprinting, TB testing and uniforms.
- Student snacks per the Afterschool Program Snack Requirement & California Education Code Requirements for snacks up to a maximum of 94 students per day.

Las Palmas Elementary School After-school Program Agreement

Page 2 of 2, Updated on 6/24/2016; 1pm

CampCo Will Provide, continued:

- Well-qualified and trained CampCo Staff.
- Supervision of participants who are picked up late (after 6pm).
- Once-monthly Invoices, receipts and back-up materials for charges to Las Palmas Elementary School/CUSD for the services provided and expenses incurred.

Las Palmas Elementary School Will Provide:

- Meetings with School & CampCo Management to discuss the program, policies, facilities, etc...
- Adequate and safe space for the program. Classroom/multi-purpose room for Homework Support, Crafts & inclement weather. Secure Storage, on-site, near the main program meeting area.
- Appropriate space for storage of Snack items.
- Emergency telephone numbers of school staff and/or administrators.
- Payment to CampCo expedited within 30 days after invoice is submitted.

Estimated Cost Breakdown for the 2016/2017 School-year:

Personnel Salaries (includes 10% increase on January 1, 2017 due to raise in minimum wage)	\$115,064.40
Employee Benefits	\$28,000.00
Snacks, Books & Supplies	\$8,225.00
Services & Other Operating Expenses	\$18,000.00
Total Estimated Program Expenses:	\$169,289.40
Estimated Value of In-Kind Services:	(\$48,649.40)
Maximum* to be Invoiced to CUSD payable from ASES funds, 2016/17 SY:	\$108,380.00
Maximum* to be Invoiced to CUSD payable from Title I "Tutoring" funds, 2016/17 SY:	\$12,260.00

Invoiced Expenses*:

The "Total Estimated Program Expenses" listed above are estimated. Actual costs to be invoiced monthly with the total of invoices not to exceed the "Maximums to be Invoiced to CUSD" listed above based on the currently approved ASES Grant amount plus the Title I "Tutoring" funds amount of \$12,260.00.

Payment due dates: Payment to CampCo is to be expedited within 30 days after invoice is submitted.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

THINKING MAPS, INCORPORATED

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: **\$75,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____

EXHIBIT A

FEE SCHEDULE

Thinking Maps, Inc
Susan Cossaboom - Local
Dan Courtney - Corporate
401 Cascade Point Lane, Cary, NC 27513

714-693-7042 - Local
800-243-9169 - Corporate
919-678-8782 - Corporate fax

scossaboom@thinkingmaps.com
dan@thinkingmaps.com

Staff Development

Teacher Direct Training - \$1800/daily
Training of Trainers - \$2250/daily

Materials Costs - See attached price sheet

Materials Order Form

Thinking Maps, Inc.
401 Cascade Pointe Lane • Cary, NC 27513
Toll Free: (800) 243-9169 • Local (919) 678-8778 • Fax (919) 678-8782
www.thinkingmaps.com

A purchase order, check, credit card or money order is required.



THINKING MAPS

Thinking Maps® materials are only available as part of Thinking Maps® professional development.
Contact your local representative with any questions about ordering and/or details regarding implementation.

Quantity	Item #	Thinking Maps® Materials	Unit Price	Total
	2020	Thinking Maps®: A Language for Learning (includes Wall Posters)	\$125.00	
	2120	Thinking Maps®: A Language for Learning Trainers Guide	\$250.00	
	2220	Thinking Maps®: A Language for Leadership, 2nd Edition	\$155.00	
		For purchases of the Thinking Maps Learning Community (TMLC), please also complete the TMLC Information Form		
	2610	Thinking Maps® Learning Community Subscription—1 Year (per user; for volume discount please contact your representative)	\$70.00	
	2620	Thinking Maps® Learning Community Subscription—2 Years (per user; for volume discount please contact your representative)	\$130.00	
	2630	Thinking Maps® Learning Community Subscription—3 Years (per user; for volume discount please contact your representative)	\$180.00	
	2310	Technology for Learning Software Version 2.0 Community License	\$3000.00	
	2320	Technology for Learning Software Version 2.0 Individual License	\$99.00	
	2510	Path to Proficiency for English Language Learners	\$135.00	
	2520	Path to Proficiency for English Language Learners Facilitator's Guide	\$199.00	
	2440	Cooperative Desk Maps, one pack contains 8 desk maps	\$69.00	
	2450	Thinking Maps® Wall Posters Replacement Sets (pack has 5 sets of 8 each)	\$40.00	
	2460	Thinking Maps®: Critical Reading and Writing for PSAT/NMSQT, SAT I, ACT Instructor's Guide	\$119.00	
	2461	Thinking Maps®: Critical Reading and Writing for PSAT/NMSQT Student Guide	\$17.95	
	2462	Thinking Maps®: Critical Reading and Writing for SAT I Student Guide	\$17.95	
	2463	Thinking Maps®: Critical Reading and Writing for ACT Student Guide	\$17.95	
	2470	Thinking Maps®: Comprehension Strategies for Constructing Meaning	\$70.00	
	3010	Write...from the Beginning (2000 Edition), Grades K-5	\$129.00	
	3020	Write from the Beginning...and Beyond Setting the Stage, K-8	\$110.00	
	3120	Write from the Beginning...and Beyond Setting the Stage Trainer's Guide, K-8	\$55.00	
	3030	Write from the Beginning...and Beyond Narrative, K-8	\$95.00	
	3130	Write from the Beginning...and Beyond Narrative Trainer's Guide, K-8	\$150.00	
	3040	Write from the Beginning...and Beyond Response to Literature, K-8	\$55.00	
	3140	Write from the Beginning...and Beyond Response to Literature Trainer's Guide, K-8	\$85.00	
	3045	Write from the Beginning...and Beyond Response to Text (June 2015)	\$75.00	
	3145	Write from the Beginning...and Beyond Response to Text Trainer's Guide (June 2015)	\$110.00	
	3050	Write from the Beginning...and Beyond Expository/Informative, K-8	\$95.00	
	3150	Write from the Beginning...and Beyond Expository/Informative Trainer's Guide, K-8	\$150.00	
	3060	Write from the Beginning...and Beyond Argumentative, K-8	\$95.00	
	3160	Write from the Beginning...and Beyond Argumentative Trainer's Guide, K-8	\$150.00	
	3070	Write from the Beginning...and Beyond 9-12 (June 2015)	\$120.00	
	3170	Write from the Beginning...and Beyond 9-12 Trainer's Guide (July 2015)	\$85.00	

3210	Write for the Future	\$139.00
4015	Student Successes with Thinking Maps (2nd Edition)—from Corwin Press	\$35.95
2410	Draw Your Thinking, Pre K-1	\$49.00
2420	Show Your Thinking, Grades 1-3	\$49.00
2430	Map Your Thinking, Grades 3-5	\$49.00
4020	Analytical Reading & Reasoning, Grades 10-12	\$21.95
4030	Solution Key for Analytical Reading & Reasoning	\$7.00
4040	Mastering Reading through Reasoning, Grades 7-9	\$21.95
4050	Teacher's Guide for Mastering Reading through Reasoning	\$7.00
Materials Subtotal (from page 1)		\$
Shipping Charges (% of Subtotal) 6% - Ground 8% - 3 Day 10% - 2 Day 12% - Overnight 10% - Alaska & Hawaii Community Software (Item #2310) 3% Shipping Charges Thinking Maps® Learning Community Subscription (Item #2610, #2620 & #2630) No Shipping Charges (For orders shipped outside the U.S. please call for rates)		
\$7 Minimum on All Orders		Materials Needed By: ____ / ____ / ____
Shipping Charge (See Above Chart)		\$
Sales Tax (Only in NC & CA) Tax must be assessed on the total materials and shipping		\$
Total Amount Due		\$
Form of Payment	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Check (Payable to Thinking Maps Inc) <input type="checkbox"/> MasterCard <input type="checkbox"/> Visa (Complete all fields below for Credit Cards)	
Purchase Order #: _____ Check #: _____		
Billing Information:		
Bill To:	School Name/District:	
Attention:		
Billing Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Shipping Information:	<input type="checkbox"/> Same as Billing Address	
Ship To:	School Name/District:	
Attention:		
Mailing Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Credit Card Information:	**All Fields Must Be Completed for Credit Cards**	
Credit Card Number:	Expiration Date:	
Name on Card (PRINT):	Security Code:	
Signature:	Date:	
School Name:	School District:	
Credit Card Billing Address:		
City:	State:	Zip: Phone:

Return order form and payment by mail or fax to:

Thinking Maps, Inc. • 401 Cascade Pointe Lane • Cary, NC 27513 • Phone: (800) 243-9169 • Fax: (919) 678-8782

www.thinkingmaps.com • Prices as of March 2015 • Sorry, we cannot accept returns of overstock items.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

IMAGINATION MACHINE

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: **\$1,500.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____

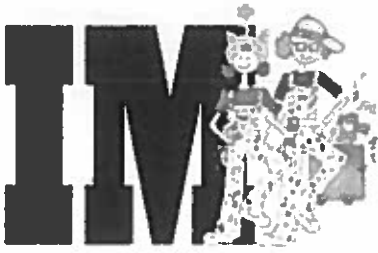


Exhibit A

Imagination Machine Fee Schedule 2016/17 School year*

"Who What Where/Write Away" *

One assembly - \$735

Each add'l assembly - \$300

(Same date and location – any combination of the two programs "Who What Where" and/or "Write Away")

"Writing Show"

One assembly - \$745**

Each add'l assembly - \$405

(same date, location & stories to be performed)

Travel Fees – Most Southern California cities - \$0-\$200 depending upon location (Up to \$400 for tours. Call or email for specifics.)

Wait Fees - \$50/hour pro-rated if there is a break of an hour or more from the end of one assembly to the beginning of the next. (Each assembly is expected to last 45 minutes from its contracted "start time".)

After Hours Fees – Assemblies beginning after 2:45pm, will be charged an additional \$150/show premium.

Package Discount – When a single school books both "Who What Where/Write Away" and "Writing Show" programs for a single school year, a \$50 discount will be applied to the "Writing Show" invoice.

Terms - \$400 deposit due with each signed contract (per performance date.) Balance due day of assembly, unless other prior arrangements have been agreed upon by Imagination Machine and District/contracting organization.

*"Early Bird" discount - \$50 discount per assembly for "Who What Where/Write Away" performed prior to 11/1/16, and "Writing Shows" performed prior to 2/1/17.

Prices subject to increase in subsequent school years. Price increases will be made public prior to scheduling of performances.

**Price of "Writing Show" assemblies includes The Imagination Machine's costs of reading stories submitted for consideration. Should a "Writing Show" assembly be cancelled after stories have been read, client will be obligated to pay \$30/story packet. (All stories submitted for one scheduled performance date = one "story packet.")

Imagination Machine, 17853 Santiago Blvd. Suite 107-345, Villa Park, CA 92861
Office: 714-771-2499 Fax: 866-668-5837 email: office@theimaginationmachine.com



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 18th day of August 2016, by and between J&J Environmental Construction, 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 \$ 48,125.00 the following:
Labor & material to perform floor tile abatement in rooms 103, 104, hallway and storage in building 100,
MPR building, rooms 208, 209, 212, 224, 225 and storage room between 224/225 at Niguel Hills Middle
School
As described in the attached Exhibit A.
2. The term of the Contract shall begin on 7/1/2016 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.

Field Service Agreement 1617132
 Capistrano Unified School District

-1

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
☒ Quote/Proposal, dated 6/30/2016
☒ Plans and Specifications/Scope of Work
☒ Worker's Compensation Certificate
☒ Purchase Order Number 360822
☒ Liability Insurance Certificate
☒ Guarantee
☒ Certification by Contractor of Criminal Records Check
☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
☒ Payment Bond \$ 48,125.00
☒ Faithful Performance Bond \$ 48,125.00
☒ California State Contractor's License Number 884290
☒ 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

Lynh N. Rust
Print Name

Print Name

Executive Director, Purchasing
Title

Title

Board Approval Date: 8-17-2016

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District

-2



ENVIRONMENTAL

CONSTRUCTION CORP.

WWW.JJENVIRONMENTAL.COM

562-692-5060

562-692-4163

9525 Harrell St. Pico Rivera, CA 90660

CA LIC No. 884290

DOSH No. 915

June 30, 2016

PROPOSAL / CONTRACT

Attention: Larry Vernanza
Capistrano Unified School District

Phone:

Fax:

E-mail: lavernaza@capousd.org

Project Location: Niguel Hills Middle School (100 & 200 Buildings)
29070 Paseo Escuela
Laguna Niguel, CA 92677

J&J: Jeff Creamer & Jose Hernandez

SCOPE OF WORK

J & J Environmental Construction Corp. is pleased to provide the following proposal to furnish supervision, labor, and materials to safely complete the abatement and disposal from the above referenced project, in accordance with all OSHA and EPA regulations and per the following items as follow.

117 Lucas Ave

- ❖ Removal and disposal of floor tile and mastic from rooms 103, 104, Hallway and storage approx. 6,500 SF

Price for Scope of work is: \$24,375.00

- ❖ Removal and disposal of floor tile and mastic from the MPR building, rooms 208, 209, 212, 224, 225 and storage room between rooms 224/225 approx. 5,800.00

Price for scope of work is: \$21,750.00

- * Performance bond for abatement project \$2,000.00

Please Note: J&J will remove floor tile and mastic up to the cabinets.

Page 1 of 3

WORK PRACTICES:

- * Isolate work area with plastic sheeting
- * Decontamination chamber
- * Negative air filtration
- * Wet method removal of asbestos containing materials
- * Encapsulation of work areas
- * Personal air monitoring
- * Disposal of waste by manifest to hazardous waste landfill

REQUIREMENTS

All movable items shall be removed from the work area prior to mobilization of J&J ENVIRONMENTAL CORP. crews and equipment unless otherwise stated in this proposal J&J ENVIRONMENTAL CORP. will not be held responsible for items missing or lost during the course of our work.

The project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday through Friday, excluding holidays.

This proposal is based on prevailing wages rate.

The customer will provide all necessary water and usable electrical power. The customer will provide toilet facilities.

Customer will be required to provide any safety fencing around property and or work area if necessary.

The prices in this proposal are based on one mobilization charge. If additional mobilization and/or de-mobilization is required due to for any reason, an additional mobilization and/or de-mobilization will be charged accordingly and paid for by the client.

The customer is responsible for removing all moveable objects and furniture from the work area. Objects left in the work area will not be insured nor will repair cost be charged to this contractor should damage occur. Heating, ventilation and air-conditioning equipment supplying the work area must be shut off.

This proposal is based upon our legal terms and conditions as included as part of this proposal. This proposal is subject to change and may be withdrawn if not accepted within thirty (30) days of this date.

Site Access: Customers agrees to insure that prior to any demo operations, the work area and/or storage area shall be vacated and shall remain closed to all persons (other than J&J ENVIRONMENTAL CORP. employees) for the duration of the project. In the event that any individual other than J&J ENVIRONMENTAL CORP. employees enters the control area, customer agrees that J&J ENVIRONMENTAL CORP. shall not be held liable for any claims relative for hazard exposure arising there from and that the customer will indemnify and defend J&J ENVIRONMENTAL CORP. from all such claims. Customer agrees that all authorized visitors shall read and sign J&J ENVIRONMENTAL CORP. visitor policy form and that if authorized visitors cannot be controlled, J&J ENVIRONMENTAL CORP. is entitled to monetary damages and/or the option of terminating this contract.

Changes and Extras: Customer may change the work at any time and from time to time, including changes in scope methods, scheduling or performance requirement, in which case the contract price and completion date will be adjusted accordingly.

Supplied Property: Whenever the customer, its employees, or contractors (other than J&J ENVIRONMENTAL CORP.) use ladders, scaffolding, tools, vehicles, equipment or property of any kind either owned or rented by J&J ENVIRONMENTAL CORP., customer shall indemnify and hold J&J ENVIRONMENTAL CORP. harmless from any and all claims, demands damages, causes of action and suits of

whatsoever nature and kind, or property, except when caused by the sole active negligence of J&J ENVIRONMENTAL CORP..

Differing Site Conditions: If J&J ENVIRONMENTAL CORP. encounters subsurface or latent physical conditions at the site differing those stated in the bid documents, or an unusual nature, J&J ENVIRONMENTAL CORP. will notify the customer. If such conditions cause an increase in the cost of, or the time required for performance of any part of the work an equitable adjustment in price shall be made and the contract time modified accordingly.

Force Major: J&J ENVIRONMENTAL CORP. shall not be deemed in default nor be liable for damages for any failure or default in performance of its work which arise out of causes beyond its reasonable control. Such causes may include, without limitations, acts of God or the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargos, material shortages, or unusually severe weather. In the event the work is delayed by such causes, the time and cost for performance and repair will be equitably adjusted.

Exclusions: Less than 1% ACCM ,Procedure 5, salvage, Hygienist, suspect materials, anything unforeseen, Patch and repair, contaminated soils, third party air clearance, removal and/or relocation of furniture , light fixtures, etc., and anything not mentioned in our scope of work.

OUR COMPLETE PRICE: \$ 48,125.00(Forty Eight Thousand One Hundred & Twenty-Five dollars and no cents)

Terms : If project exceeds 7 calendar day's a weekly progress payment will be required, otherwise payment is due upon completion. Water and electricity to be supplied by client/owner.

Alterations or deviations from the project plan and specifications will be executed only upon written orders and if there is any charge for such alterations or deviations, the additional charge will be added to the contract price of this proposal.

If any payment is not made when due, J&J ENVIRONMENTAL CORP. may suspend work on the job until such time as all payments due have been made.

Any discrepancy or claim arising out or relating to this contract shall be settled by arbitration in accordance with construction industry arbitration rules of the American Arbitration Association.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in this proposal, for which I/We agree to pay the above contract price, and according to the terms thereof. I/We have read and agree to provisions contained herein and in any attachments hereto, which are made a part hereof and are described as

Approved and accepted this _____ Day of _____ 2016, For work at: _____

Owners / Agent / Contractor _____

(Print Name) (Title) _____

(Signature) (Client)

(Print Name) (Title) _____

(Signature) (J&JENVIRONMENTAL CORP.)



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 18 day of August 2016, by and between RM 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 \$ 43,410.00 the following:
Labor & material to install data & fiber optic cabling at CVHS, DHHS, SJHHS and Junipero Serra High School and Adult Transition ROP computer labs.
As described in the attached Exhibit A.
2. The term of the Contract shall begin on 7-1-2016 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 6-10-2016
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number 360834,360835,360832,360833, 360842
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☒ Payment Bond \$ 43,410.00
- ☒ Faithful Performance Bond \$ 43,410.00
- ☒ California State Contractor's License Number 835143
- ☒ 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

Lynh N. Rust

Print Name

Executive Director, Purchasing

Title

Board Approval Date: 8/17/2016

Print Name

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District

-2

R. M. SYSTEMS INC.
P.O. Box 4013
Orange, Ca 92863-4013
(714) 984-1206 Fax (714) 984-1209
State License # 835143

PROPOSAL

CAPO Unified School District

PROPOSAL No. 16-0609C

DATE: 06/10/2016

PROJECT: CAPO USD Computer Lab, San Juan Hills H.S.

This proposal supersedes any oral quotation which may have been furnished by seller to buyer with respect to the above mentioned project. The prices and terms on this proposal are not subject to oral changes or other agreements unless approved by seller in writing. Proposals are valid for 30 days but cancelable in the event of strikes, accidents, fires and material availability and all other causes beyond seller's control. Terms inconsistent with order will not be binding on seller. Prices cover only materials listed below based on our interpretation of plans and specifications. Additional equipment unless negotiated prior to order placement shall be billed accordingly and become an integral part of any Contract, Written Agreement, or Purchase Order. There is a re-stocking fee equal to a minimum of 25% of the manufacture's list price on all returned material.

**DESCRIPTION: Install Cat-6 data and Fiber Optic cabling as describe by CAPO USD for the following sites.
All IDF cabinets supplied and installed by others, All raceways by others.
This price to included all labeling and testing.**

San Juan Hills H. S.

\$ 9,530.00

If you have any questions concerning this proposal or any other matter, Please feel free to call anytime.

Respectfully;

Robert McClary

V-111589

PR=407035

R. M. SYSTEMS INC.
P.O. Box 4013
Orange, Ca 92863-4013
(714) 984-1206 Fax (714) 984-1209
State License # 835143

PROPOSAL

CAPO Unified School District

PROPOSAL No. 16-0609A

DATE: 06/10/2016

PROJECT: CAPO USD Computer Lab, Junipero Serra H.S. P25

This proposal supersedes any oral quotation which may have been furnished by seller to buyer with respect to the above mentioned project. The prices and terms on this proposal are not subject to oral changes or other agreements unless approved by seller in writing. Proposals are valid for 30 days but cancelable in the event of strikes, accidents, fires and material availability and all other causes beyond seller's control. Terms inconsistent with order will not be binding on seller. Prices cover only materials listed below based on our interpretation of plans and specifications. Additional equipment unless negotiated prior to order placement shall be billed accordingly and become an integral part of any Contract, Written Agreement, or Purchase Order. There is a re-stocking fee equal to a minimum of 25% of the manufacture's list price on all returned material.

**DESCRIPTION: Install Cat-6 data and Fiber Optic cabling as describe by CAPO USD for the following sites.
All IDF cabinets supplied and installed by others, All raceways by others.
This price to included all labeling and testing.**

Junipero Serra H.S.

\$ 8,010.00

If you have any questions concerning this proposal or any other matter, Please feel free to call anytime.

Respectfully:

Robert McClary

V=111589

PR--407034

R. M. SYSTEMS INC.
P.O. Box 4013
Orange, Ca 92863-4013
(714) 984-1206 Fax (714) 984-1209
State License # 835143

PROPOSAL

CAPO Unified School District

PROPOSAL No. 16-0609B

DATE: 06/10/2016

PROJECT: CAPO USD Computer Lab, Capistrano Valley H.S.

This proposal supersedes any oral quotation which may have been furnished by seller to buyer with respect to the above mentioned project. The prices and terms on this proposal are not subject to oral changes or other agreements unless approved by seller in writing. Proposals are valid for 30 days but cancelable in the event of strikes, accidents, fires and material availability and all other causes beyond seller's control. Terms inconsistent with order will not be binding on seller. Prices cover only materials listed below based on our interpretation of plans and specifications. Additional equipment unless negotiated prior to order placement shall be billed accordingly and become an integral part of any Contract, Written Agreement, or Purchase Order. There is a re-stocking fee equal to a minimum of 25% of the manufacture's list price on all returned material.

**DESCRIPTION: Install Cat-6 data and Fiber Optic cabling as describe by CAPO USD for the following sites.
All IDF cabinets supplied and installed by others, All raceways by others.
This price to included all labeling and testing.**

Capistrano Valley H.S.

\$ 8,400.00

If you have any questions concerning this proposal or any other matter, Please feel free to call anytime.

Respectfully;

Robert McClary

V=11589

PR=407033

R. M. SYSTEMS INC.
P.O. Box 4013
Orange, Ca 92863-4013
(714) 984-1206 Fax (714) 984-1209
State License # 835143

PROPOSAL

CAPO Unified School District

PROPOSAL No. 16-0609E

DATE: 06/10/2016

PROJECT: CAPO USD Computer Lab, Dana Hills H.S.

This proposal supersedes any oral quotation which may have been furnished by seller to buyer with respect to the above mentioned project. The prices and terms on this proposal are not subject to oral changes or other agreements unless approved by seller in writing. Proposals are valid for 30 days but cancelable in the event of strikes, accidents, fires and material availability and all other causes beyond seller's control. Terms inconsistent with order will not be binding on seller. Prices cover only materials listed below based on our interpretation of plans and specifications. Additional equipment unless negotiated prior to order placement shall be billed accordingly and become an integral part of any Contract, Written Agreement, or Purchase Order. There is a re-stocking fee equal to a minimum of 25% of the manufacture's list price on all returned material.

**DESCRIPTION: Install Cat-6 data and Fiber Optic cabling as describe by CAPO USD for the following sites.
All IDF cabinets supplied and installed by others, All raceways by others.
This price to included all labeling and testing.**

Dana Hills H. S.

\$ 9,190.00

If you have any questions concerning this proposal or any other matter, Please feel free to call anytime.

Respectfully:

Robert McClary

V-111589

PR- 407036

R. M. SYSTEMS INC.
P.O. Box 4013
Orange, Ca 92863-4013
(714) 984-1206 Fax (714) 984-1209
State License # 835143

PROPOSAL

CAPO Unified School District

PROPOSAL No. 16-0609D

DATE: 06/10/2016

PROJECT: CAPO USD Computer Lab, San Juan Capistrano ROP

This proposal supersedes any oral quotation which may have been furnished by seller to buyer with respect to the above mentioned project. The prices and terms on this proposal are not subject to oral changes or other agreements unless approved by seller in writing. Proposals are valid for 30 days but cancelable in the event of strikes, accidents, fires and material availability and all other causes beyond seller's control. Terms inconsistent with order will not be binding on seller. Prices cover only materials listed below based on our interpretation of plans and specifications. Additional equipment unless negotiated prior to order placement shall be billed accordingly and become an integral part of any Contract, Written Agreement, or Purchase Order. There is a re-stocking fee equal to a minimum of 25% of the manufacture's list price on all returned material.

**DESCRIPTION: Install Cat-6 data and Fiber Optic cabling as describe by CAPO USD for the following sites.
All IDF cabinets supplied and installed by others, All raceways by others.
This price to included all labeling and testing.**

San Juan Capistrano ROP	\$ 8,280.00
--------------------------------	--------------------

If you have any questions concerning this proposal or any other matter, Please feel free to call anytime.

Respectfully:

Robert McClary



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

YELLOWSTONE BOYS AND GIRLS RANCH

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: August 17, 2016

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Yellowstone Boys and Girls Ranch
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 77-76422-6131254

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 12 classrooms. If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$153.00	Daily
_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	\$242.00	Daily
(13)	Residential Mental Health Services	\$101.00	Daily
		_____	_____

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

NORMATIVE SERVICES INC.

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Janet Polite

Name: _____

Title: Supervisor, Purchasing

Title: _____

Board Approval Date: August 17, 2016

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Normative Services Inc.
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 77-76422-0117267

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 2 classrooms. If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$125.00	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	\$3,042.73	Per month
(13)	Residential Mental Health Services	\$3,651.27	Per month

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

INTERMOUNTAIN DEACONESS CHILDREN'S SERVICES DBA INTERMOUNTAIN

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Janet Polite

Name: _____

Title: Supervisor, Purchasing

Title: _____

Board Approval Date: August 17, 2016

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Intermountain
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 77-76422-6131122

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 3 classrooms. If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$150.00	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$111.00	Per session
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	\$54.00	Per 15 min. session
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	\$47.34	Daily
(13)	Residential Mental Health Services	\$251.36	Daily

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

DEVEREUX CLEO WALLACE

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: August 17, 2016

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Devereux Georgia –Ackerman Academy
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 77-76422-0121350

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 16 classrooms. If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$182.71	Daily
_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$85.40	Per hour
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Aide – Individual (must be authorized on IEP)	\$30.47	Per hour
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	\$85.40	Per hour
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Room and Board and Related Services	\$353.11	Daily
(13)		_____	_____
		_____	_____

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

DEVEREUX GEORGIA TREATMENT NETWORK (ACKERMAN ACADEMY)

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Janet Polite

Name: _____

Title: Supervisor, Purchasing

Title: _____

Board Approval Date: August 17, 2016

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Devereux Georgia –Ackerman Academy
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 77-76422-0121350

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 16 classrooms. If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$182.71	Daily
_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$85.40	Per hour
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Aide – Individual (must be authorized on IEP)	\$30.47	Per hour
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	\$85.40	Per hour
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Room and Board and Related Services	\$353.11	Daily
(13)		_____	_____
		_____	_____

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

HERITAGE SCHOOLS INCORPORATED

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: August 17, 2016

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Heritage Schools Inc.
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 77-76422-6131114

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 17 classrooms. If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$115.00	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$80.00	Per hour
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$20.00	Per hour
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	\$100.00	Per hour
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	\$235.00	Daily
(13)	Residential Mental Health Services	\$80.00	Daily

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

PROVO CANYON SCHOOL

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: August 17, 2016

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Provo Canyon School
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 77-76422-6131189

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 8 classrooms. If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$162.00	Daily

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

B. Related Services

(1)	a. Transportation – Staff Escorted	\$20.00	Per hour
	b. Transportation – One Way		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual	\$70.00	Per hour
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$15- \$25.00	Per hour/ depending on service
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Assisted Learning Devices		Amount subject to needs
(7)	a. Occupational Therapy – Individual	\$70.00	Per hour
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
B.	<u>Related Services (continued)</u>		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	IEP Attendance		
(12)	Residential Board and Care	\$186.00	Daily
(13)	Residential Mental Health Services	\$92.00	Daily

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

DIAMOND RANCH ACADEMY, INCORPORATED

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: August 17, 2016

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Diamond Ranch Inc.
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 77-76422-0133843

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed classrooms. If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$118.20	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	\$165.78	Daily
(13)	Residential Mental Health Services	\$101.32	Daily

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

KIDS BEHAVIORAL HEALTH OF ALASKA DBA COPPER HILLS YOUTH CENTER

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: August 17, 2016

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Copper Hills Youth Center
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 77-76422-6131015

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 11 classrooms. If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$135.00	Daily
_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Assisted Learning Devices	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	\$155.00	Daily
(13)	Residential Mental Health Services	\$129.50	Daily
		_____	_____

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

WOODWARD ACADEMY

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: August 17, 2016

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Woodward Academy
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 77-76422-0117549

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 10 classrooms. If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$125.00	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Assisted Learning Devices	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	\$3,042.73	Monthly
(13)	Residential Mental Health Services	\$3,651.27	Monthly

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

WERTHEIMER-GALE & ASSOCIATES

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Janet Polite

Name: _____

Title: Supervisor, Purchasing

Title: _____

Board Approval Date: August 17, 2016

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Wertheimer Gale & Associates
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 1A-30-088

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 75 students. If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
_____	_____
_____	_____
_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	\$78.00	Per hour
	b. Occupational Therapy – Group of 2	\$78.00	Per hour
	c. Occupational Therapy – Group of 3	\$78.00	Per hour
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	\$78.00	Per hour
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

OAK GROVE INSTITUTE FOUNDATION INCORPORATED

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: August 17, 2016

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR Oak Grove Institute
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 33-75200-7071533

2016-2017
(CONTRACT YEAR)

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

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

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

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

Rate	Period
\$125.00	Daily

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$80.00	Per hour
	b. Language and Speech Therapy – Group of 2	\$70.00	Per hour
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	\$55.86	Per hour
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$12.50	Per hour
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	\$70.00	Per hour
	b. Occupational Therapy – Group of 2	\$60.00	Per hour
	c. Occupational Therapy – Group of 3	\$60.00	Per hour
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
B.	<u>Related Services (continued)</u>	_____	_____
	b. Behavior Intervention – Supervision	\$100.00	Per hour
	Provided by: _____	_____	_____
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care/Mental Health Services	\$9,182.00	Monthly
		_____	_____
		_____	_____

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

**By credentialed Special Education Teacher.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

KNOWLAND CONSTRUCTION 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: **\$150,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **April 25, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____

Exhibit A

DSA projection inspection services at the rate below:

DSA Class I	\$73.00/hr
DSA Class II	\$64.00/hr
OSA Class III	\$60.00/hr
Assistant to IOR	\$56.00/hr



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

COMPREHENSIVE COLLEGE PREP, INCORPORATED

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: **\$1,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____

COMPREHENSIVE COLLEGE PREP
CCPREP.org

Fee Schedule

Comprehensive College Prep, Inc.
Robert Bennigsdorf
26081 Merit Circle, Ste 123
(949) 305-6655
rob@ccprep.org

SAT/ACT Course - \$425
Discount 10% - \$382.50

SAT or ACT only Course - \$350
Discount 10% - \$315

AP Reviews - \$100-\$250 (varies by course)
Discount 10% - \$90-\$225 (varies by course)

Individual SAT/ACT tutoring - \$50/hr
No discount available

Signature  Date 6/26/14

Typed or Printed Name Robert Bennigsdorf



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **August 18, 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".

DANNIS WOLIVER KELLEY

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 legal counsel at the rates 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 **\$100,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2016 to June 30, 2017**, 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: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: August 17, 2016

CONSULTANT

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

Email Address: _____
FEIN: _____

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 Human Resources

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$250 - \$335	\$12,500 - \$16,750
Sr. Associate	(Special/Of Counsel) 100	\$225 - \$255	\$22,500 - \$25,500
Associate	100	\$185 - \$225	\$18,500 - \$22,500
Paralegal	50	\$120 - \$140	\$ 6,000 - \$ 7,000
Total Price			\$59,500 - \$71,750

Jonathan A. Pearl, Shareholder, Dannis Woliver Kelley
Print Name of Firm and Authorized Signer


Authorized Signature

94-3172834
Federal I.D. # License

May 15, 2015
Date

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 Facilities

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$250 - \$335	\$12,500 - \$16,750
Sr. Associate	(Special/Of Counsel) 100	\$225 - \$255	\$22,500 - \$25,500
Associate	100	\$185 - \$225	\$18,500 - \$22,500
Paralegal	50	\$120 - \$140	\$6,000 - \$7,000
Total Price			\$59,500 - \$71,750

Jonathan A. Pearl, Shareholder, Dannis Woliver Kelley
Print Name of Firm and Authorized Signer


Authorized Signature

94-3172834
Federal I.D. # License

May 15, 2015
Date

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 Government Relations and Public Agency

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$250 - \$335	\$12,500 - \$16,750
Sr. Associate	(Special/Of Counsel) 100	\$225 - \$255	\$22,500 - \$25,500
Associate	100	\$185 - \$225	\$18,500 - \$22,500
Paralegal	50	\$120 - \$140	\$ 6,000 - \$ 7,000
Total Price			\$59,500 - \$71,750

Jonathan A. Pearl, Shareholder, Dannis Woliver Kelley
Print Name of Firm and Authorized Signer


Authorized Signature

94-3172834
Federal I.D. # License

May 15, 2015
Date

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 Charter Schools

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$250 - \$335	\$12,500 - \$16,750
Sr. Associate	(Special/Of Counsel) 100	\$225 - \$255	\$22,500 - \$25,500
Associate	100	\$185 - \$225	\$18,500 - \$22,500
Paralegal	50	\$120 - \$140	\$ 6,000 - \$7,000
Total Price			\$59,500 - \$71,750

Jonathan A. Pearl, Shareholder, Dannis Woliver Kelley
Print Name of Firm and Authorized Signer


Authorized Signature

94-3172834
Federal I.D. # License

May 15, 2015
Date



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of July 1, 2016 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".

BURKE, WILLIAMS & SORENSEN 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, District is in need of such special legal 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 **\$150,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2016 to June 30, 2017**, 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.

☒ 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: August 17, 2016

CONSULTANT

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

Email Address: _____
FEIN _____

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 General Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	Senior Partner 50	\$300	
Sr. Associate	Partner 100	\$270	
Associate	100	\$240	
Paralegal	50	\$140	
Total Price			

Burke, Williams & Sorensen, LLP
John J. Welsh, Managing Partner
Print Name of Firm and Authorized Signer


Authorized Signature

95-1705973
Federal I.D. #/License

May 18, 2015
Date



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **August 18, 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".

ORBACH, HUFF, SUAREZ & HENDERSON 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, District is in need of such special legal 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 **\$100,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2016 to June 30, 2017**, 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.

☒ 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: August 17, 2016

CONSULTANT

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

Email Address: _____
FEIN _____

EXHIBIT A

RFQ NO. I-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 General Education

Title	Number of Hours X	Hourly Rate =	Extension
Partner	50	\$259	\$12,950
Sr. Associate	100	\$239	\$23,900
Associate	100	\$239	\$23,900
Paralegal	50	\$115	\$ 5,750
Total Price			\$66,500

Orbach Huff Suarez & Henderson LLP
David M. Huff
Print Name of Firm and Authorized Signer


Authorized Signature

95-4655650
Federal I.D. #/License

5-14-15
Date



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

BRAINFUSE, INCORPORATED

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: **\$4,500.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **August 1, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____

EXHIBIT A

FEE SCHEDULE

Brainfuse, Inc.
Attn: Alex Sztuden
271 Madison Ave 3rd Floor, New York, NY 10016
866-272-4638
Fax: 212-504-8184
tweiman@brainfuse.com

Description of Services

Education services, specifically online tutoring services

Rate of Pay
\$24.50/hour



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

BARBER & GONZALES CONSULTING GROUP

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: **\$20,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____

EXHIBIT A
FEE SCHEDULE

Barber & Gonzales Consulting Group
Steve Barber
8035 South Lake Circle
Granite Bay, CA 95746
916-786-4362
916-786-0750
steve@paradigmpilgrim.com

Provide negotiations preparation, collaborative support and related issues for CUSD and CSEA
leadership representatives for the facilitation of Interest Based Bargaining process

\$2400.00 per day
Plus expenses billed at actual amount of expenses incurred.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

GOVERNMENT FINANCIAL STRATEGIES, INCORPORATED

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 financial advisory services, 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: **\$400,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **April 25, 2016 through June 30, 2017** 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: August 17, 2016

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN: _____



GOVERNMENT FINANCIAL STRATEGIES FINANCIAL ADVISORY SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made between Government Financial Strategies inc., a financial advisory firm ("Government Financial Strategies") and Capistrano Unified School District ("Client") who agree as follows:

1. Scope of Work. Government Financial Strategies shall perform the services described in the scope(s) of work attached hereto as Exhibit A (the "Work"). Modifications, deletions and additions to the Work described in Exhibit A may be made, from time to time, upon the subsequent written agreement by both parties.

2. Payment.

a. In consideration for the Work to be provided by Government Financial Strategies under this Agreement, Client agrees to pay fees and expenses as set forth in Exhibit A.

b. For Work performed on a time and materials basis, Government Financial Strategies shall submit invoices to the Client on a monthly basis. For Work performed for a fixed fee, Government Financial Strategies shall submit invoices to the Client upon the completion of the Work or as otherwise identified in Exhibit A.

c. Government Financial Strategies is required to provide written disclosure to all financial advisory clients about actual or potential conflicts of interest as well as certain other information. Exhibit B sets forth the potential conflicts of interest that we have determined presently exist as well as other information we are required to provide to you as a federally registered municipal advisor. Client acknowledges receipt of Exhibit B, and Client has been given the opportunity to discuss such matters with Government Financial Strategies.

3. Term.

a. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

b. Upon termination of this Agreement by either party, Client shall compensate Government Financial Strategies for all Work performed prior to termination. If the compensation identified in Exhibit A was on a time and materials basis, such compensation shall be based on time and materials incurred prior to termination. If the compensation identified in Exhibit A was on a fixed fee basis, such compensation shall be the greater of: 1) the percentage of services completed through the termination date multiplied by the fixed fee, or 2) the amount based on a time and materials basis, not to exceed the fixed fee. "Payment," "Ownership of Documents," "Indemnification," "Severability," "Governing Law and Venue," and "Entire Agreement" shall survive the termination of this Agreement.

4. Professional Ability and Loyalty. Government Financial Strategies represents that it possesses the skill to competently perform the Work, that it shall perform that Work in a manner equal to or exceeding generally accepted professional practices and standards for firms performing similar work, and that it will act in a manner it believes to be in the best interest of the Client rather than any third party.

5. Ownership of Documents. Every report, study, memo, letter, spreadsheet, worksheet, plan, graph, diagram, map, photograph, computer model, computer disk, computer software and other document or item prepared by Government Financial Strategies under this Agreement and provided to and paid for by the Client (the "Work Product") shall be the property of Client, and Client shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Government Financial Strategies. Government Financial Strategies may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Government Financial Strategies shall not provide any Work Product not previously made available to the public to any third party without Client's prior approval, unless compelled to do so by legal process. If Client reuses or modifies any Work Product for a use or purpose other than that intended by the Work under this Agreement, then Client shall hold Government Financial Strategies harmless against all claims, damages, losses and expenses arising from such reuse or modification.

6. Indemnification. Both parties shall indemnify, defend, protect, and hold harmless the other party, its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney's fees) directly arising from any negligent act or omission, willful misconduct or violation of law of the other party.

7. Insurance.

a. Government Financial Strategies, at its sole cost and expense, shall procure and maintain for the duration of this Agreement workers compensation insurance in the amount required by statute, comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate, automobile liability insurance with coverage of at least one million dollars (\$1,000,000) per accident, and professional errors and omissions insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate.

b. Upon request, Government Financial Strategies shall provide to Client the evidence of such insurance.

8. Municipal Advisor Registration. Government Financial Strategies is a municipal advisor registered with the Securities and Exchange Commission (registration number 867-00775) and the Municipal Securities Rulemaking Board (registration number KO127).

9. Conflicts of Interest. Except as expressly described in Section 2(c) above and Exhibit B attached, Government Financial Strategies has no material conflicts of interest that might impair its fiduciary duty to the Client. Client acknowledges that Government Financial Strategies may have other governmental clients with overlapping jurisdictions with Client.

10. Independent Contractor. Government Financial Strategies shall be an independent contractor in performing the Work and shall not act as an agent or employee of Client. The employees of Government Financial Strategies and its subcontractors are not employees of Client within the meaning or application of any federal or state unemployment insurance laws, social security law or any worker's compensation, industrial accident law or other industrial or labor law.

11. Non-Discrimination. Government Financial Strategies will not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

12. Successors and Assigns. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties; however, Government Financial Strategies shall not assign

its rights and obligations under this Agreement without the prior written consent of Client, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Government Financial Strategies may subcontract a portion of the Work to its wholly-owned subsidiary, GFS Australia Pty. Ltd, and its sole employee, Jonathan Edwards.

13. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

14. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

15. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where the Client's main office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

16. Notice. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to the addresses listed below, or to such other address as either party may specify in writing:

Government Financial Strategies:

Government Financial Strategies
Attn: Lori Raineri, President
1228 N Street, Suite 13
Sacramento, CA 95814-5609

Capistrano Unified School District:

Capistrano Unified School District
Attn: Clark Hampton, Deputy Superintendent,
Business and Support Services
33122 Valle Road
San Juan Capistrano, CA 92675

17. Entire Agreement. This Agreement represents the sole, final, complete, exclusive and integrated expression and statement of the terms between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by written agreement by both parties. Government Financial Strategies agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

EXHIBIT A

SCOPE(S) OF WORK

Government Financial Strategies will provide general financial planning and advisory services to Capistrano Unified School District which include but are not limited to the following: a review of facilities needs and costs, a review of short term and long term cash flow schedules, identification and classification of existing and potential revenue sources, assistance with the production of a comprehensive financial plan, financial advisory services in connection with any debt issues, participation in real estate negotiations, general background information on real estate acquisition and lease agreements, allocation of revenues to expenditures, development of financial strategies, reviews of documents, and presentations to the governing board. Such services will be provided as requested by Capistrano Unified School District.

In consideration of the services provided, Capistrano Unified School District will pay Government Financial Strategies hourly fees of \$225 for services, plus out-of-pocket expenses (such as mileage, meals, etc.). For travel time, Capistrano Unified School District will pay Government Financial Strategies hourly fees of \$112.50.

EXHIBIT B

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION

Conflicts of Interest

Government Financial Strategies is required to provide written disclosure to all financial advisory clients about the actual or potential conflicts of interest presented by our representation of Client.


Government Financial Strategies has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the Client in accordance with its fiduciary duty to municipal entity clients such as the Client. To the extent any such material conflicts of interest arise after the date of this Agreement, Government Financial Strategies will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.

Municipal Advisor Registration, Legal and Disciplinary Events

Government Financial Strategies is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As part of this registration Government Financial Strategies is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Government Financial Strategies. Pursuant to MSRB Rule G-42, Government Financial Strategies is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Government Financial Strategies or the integrity of its management or advisory personnel. Government Financial Strategies has determined that no such event exists.

Copies of Government Financial Strategies filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Government Financial Strategies or for our CIK number which is 0001617177.

MEMORANDUM

DATE: July 25, 2016
TO: Clark Hampton
FROM: Keith Weaver 
RE: Scope of Work for Financial Advisory Services in FY 2016-17

Clark, thank you again for the opportunity to work with Capistrano Unified School District. We have prepared a scope of work to assist with financial advisory services for FY 2016-17.

Financial Advisory Projects

Planning and consulting projects currently underway are:

- Financial planning for potential School Facilities Improvement District general obligation bond measure
- Community advisory and oversight committees for school facilities and finance, and for community facilities districts
- Consideration of planning for elections in community facilities districts

Upcoming planning and consulting projects are:

- Financial planning for Pacifica San Juan site
- Continuing disclosure services

Financial transactions currently underway are:

- Series 2016 Bonds of CFD 98-1A "Pacifica San Juan"
- Series 2016 Bonds of CFD 2005-1 "Whispering Hills"
- Refinancing of Series 2006 Bonds of CFD 90-2 "Talega"
- Prepayment of Series 2006 Bonds of CFD 87-1

Possible upcoming financial transactions in FY 2016-17 are:

- Series 2017 Bonds of CFD 98-1A "Pacifica San Juan"
- Series 2017 Bonds of CFD 98-1B "Pacifica San Juan"
- Issuance of General Obligation Bonds

Planning and Consulting Services

The types of services we expect to provide to the District for planning and consulting include:

- Financial analysis and consideration of financial options
- Review of legal documents
- Schedule of events
- Memorandums and reports
- Attendance and presentations at:
 - Staff meetings
 - Community meetings
 - Board meetings

Continuing Disclosure Services

The types of services we expect to provide to the District for continuing disclosure include:

- For General Obligation Bonds and Certificates of Participation, preparation and filing of the Annual Report.
- For the Community Facilities District Bonds, review and filing of the Annual Report.
- For all of the District's outstanding debt, preparation and filing of Significant Event Notices.
- Conduct due diligence annually to confirm complete and accurate significant events disclosure during the past year

Financial Transaction Services

The types of services we expect to provide to the District for financial transactions include:

- Develop and manage the schedule of events
- Assist with identifying and selecting other members of the financing team, as appropriate (e.g., bond counsel, paying agent bank, credit rating agency, etc.)
- Manage the costs of issuance budget
- Review and comment on the authorizing resolution(s) and legal documents
- If there is not separate disclosure counsel, draft the preliminary and final official statements
- Conduct due diligence to confirm information included in the preliminary and final official statements, including a review of the District's compliance with prior continuing disclosure obligations
- Structure the financing to meet the District's objectives, including funds available for projects and tax rate projections
- Based on GFOA best practices and market research, advise the District regarding the optimal method of sale
 - If a competitive sale process is selected, conduct a competitive bidding process to select the underwriter of the bonds.
 - If a negotiated sale process is selected, assist with both selecting the underwriter of the bonds and negotiating the financing terms
- Coordinate the credit rating process, including preparing materials for and participating in rating calls and/or meetings
- Assist with qualifying the bonds for bond insurance (if appropriate)
- Prepare the closing wire instructions, including coordinating the flow of funds and deposit of bond proceeds
- Provide presentations and/or memorandums to the District summarizing the sale process, sale results and projected tax levies.
- In connection with the above, provide Board presentations, attend meetings, and coordinate with District staff, members of the financing team and outside entities as needed

For the prepayment, we expect to provide the following services:

- Develop and manage the schedule of events
- Assist with identifying and coordinating with other members of the financing team, as appropriate (e.g., bond counsel, paying agent bank, etc.)
- Manage the costs of members of the financing team
- Review and comment on the authorizing resolution(s) and legal documents
- Prepare the closing wire instructions, including coordinating the flow of funds and deposit of proceeds between the County and the paying agent bank
- Provide Board presentations, attend meetings, and coordinate with District staff, as needed

Budget

SFID bond measure planning

- Because we have already reached our budget, no further invoices are planned for FY 2016-17

Planning and consulting projects

- Standard hourly rate of \$225 plus expenses, invoiced monthly

Continuing disclosure

- \$2,500 per year for the first four debt issuances, and \$500 for each additional debt issuance, totaling \$6,500 based on outstanding debt, payable at beginning of year

CFD "New Money" bonds

- \$51,750 for professional fees plus \$3,500 for expenses, payable at completion

CFD "Refinancing" bonds

- \$56,250 for professional fees plus \$3,500 for expenses, payable at completion

Prepayment of CFD bonds

- \$9,000 for professional fees plus \$250 for expenses, payable at completion

General Obligation/SFID "New Money" bonds

- \$56,250 for professional fees plus \$3,500 for expenses, payable at completion

Additional scopes of work and budgets will be prepared to the extent any new projects occur during the fiscal year.

In order to be able to provide independent advice to the District, if the financing process is not completed (e.g., the District changes its mind and decides to not move forward), then our fee would be based on the hours worked (at our standard hourly rate of \$225) and expenses incurred to that point, but not to exceed the fixed fee amount.

As you know, from the founding of our firm, our commitment to our clients has been "100 percent satisfaction guaranteed, 100 percent of the time".

Thank you!

KW/abo



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

FULKRA, INCORPORATED

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: **\$15,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____

After retiring from the Orange County Sheriff's Department in 2003, Tom Davis and I formed a private investigations company. From the onset, we provided investigative services to many school districts, including Capistrano Unified. Tom retired several years ago and I continued in the field of investigations and security consulting. I am grateful for the opportunity to once again serve your district. As before, I will provide detailed independent investigations while working under the direction of the administrator(s) in your organization.

T. Davis & Associates, Inc., began serving the Capistrano Unified School District within the first year of opening our doors. Soon other districts approached us asking for similar services including; Laguna Beach Unified School District, Long Beach Unified School District, and the Irvine Unified School District. We were also utilized by ASCIP, providing security consulting and investigation services to numerous schools throughout the state of California.

- Laguna Beach Unified School District
 - Contact - Sherine Smith, Superintendent 949.497.6021
 - Compensation - Retainer equal to \$95.00 per hour
- Long Beach Unified School
 - Contact - Ruth Ashley, Deputy Superintendent of Education Services 562.997.8257
 - Compensation - Retainer equal to \$95.00 per hour
- Irvine Unified School District
 - Contact - Shawn Wirth, Coordinator Student Services 949.936.5171
 - Compensation - Retainer equal to \$95.00 per hour

I have personally conducted and supervised hundreds of investigations for these, and other districts. Additionally, I have provided training to administrators, teachers, and classified personnel on investigative procedures and security issues, specifically "Shooter on Campus" scenarios. Services provided include:

INVESTIGATIONS & SECURITY

- Employee Investigations (discrimination, workplace harassment, Police and procedure violations, theft)
- Student/Teacher Investigations (inappropriate verbal, physical, and sexual conduct)
- Worker's Compensation Investigation (AOE/COE and Surveillance)
- Background Investigations
- Board Meeting Security
- Security Surveys (CPTED)
- Copper and metal theft investigations (surveillance resulted in arrests in Northern California)
- CCTV camera systems/Alarm Systems/Monitoring

SERVICES PROVIDED

- On-site review of all case information with the Reporting Party
- Determine witnesses to be interviewed
- Schedule and conduct witness interviews
- Contact and work with union representatives during the interview process
- Provide detailed reports
- Produce written conclusions to be presented to the district
- Law enforcement liaison

BACKGROUND/ADDITIONAL INFORMATION

I grew up in Southern Orange County and attended schools in the Capistrano District. When I became interested in Law Enforcement the Orange County Sheriff's Department was an obvious choice. Of the twenty-three years spent in the agency, eighteen were on assignments as an investigator. My assignments included property crimes, and personnel investigations, however, the majority of the eighteen years were spent in Special Investigations; Homicide and Sex Crimes. I have testified in court as an expert in crimes against children and also taught classes in this area. I have found my law enforcement experience, and the fact I served with the Orange County Sheriff's Department, has proved a valuable asset when serving the Capistrano Unified School District. Tom Davis and I still confer on cases, and I am happy to state Rod Valdez plans on joining my company after his well deserved retirement this October. As you know, Rod has spent many years with CUSD as a School Resource Officer.

Thank you very much for this opportunity.



Mark Simon

PRICING SHEET

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

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

Title	Hourly Rate	
Investigation/Report Writing	\$95.00	
Court Testimony	\$95.00	

Mark Simon

Print Name of Contractor



Authorized Signature

Representative

PI 23587

Federal I.D. #/License

9-22-14

Date



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

COOPERATIVE STRATEGIES, 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, 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: **\$2,600.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____

EXHIBIT A

STATEMENT OF WORK

CAPISTRANO UNIFIED SCHOOL DISTRICT ANNUAL AND FIVE YEAR REPORT SERVICES

Cooperative Strategies, LLC will provide consulting services to the Capistrano Unified School District ("Client" or "School District") in fiscal year 2016/2017 to prepare the Annual and Five Year Reports ("Reports").

The specific activities and tasks to be performed under this Scope of Work include the following:

ACTIVITY I. ANNUAL REPORT ANALYSIS

Task 1 Identify Funds and Collection of Fees

This task involves the identification of each fund, the type of fee deposited into each fund and the amount of fees deposited into each fund. For fees imposed on specific projects, identify the purpose of the Fees and what public improvements will be financed with the Fees.

Task 2 Reconcile Account Balances

This task involves illustrating the flow of money in each fund during the past fiscal year. Beginning with the balance at the start of the fiscal year, the Report will show (i) the amount of Fees which were collected and any interest earned on these monies, as well as monies received from third party sources such as the State, (ii) the amount and type of capital improvements which were paid for by fund monies including the total percentage of the cost of the public improvement that was funded with Fees, and (iii) the amount of each inter-fund transfer or loan made from the fund including a description of the public improvement which was funded by the transfer or, in the case of a loan, the date in which the loan will be repaid including all terms specified under the loan provision.

Task 3 Estimate a Date in which School Facilities will Commence Construction

This task involves identifying whether the School District has the monies within each of its construction funds sufficient to fund the construction or completion of construction of new school facilities. If it is determined that sufficient funds exist, identify an approximate start date by which the construction of the identified facilities will commence.

Task 4 Disclosure of Refunds

This task involves setting forth refunds that have occurred within the past fiscal year. If an approximate start date has not been determined within 180 days after the School District determines that sufficient monies exist to fund the construction of new facilities, then the School District is obligated to issue a refund.

ACTIVITY II. FIVE-YEAR REPORT ANALYSIS

Task 5 Determine the Purpose of the Fee

This task involves quantifying the number of elementary, middle, high school, and interim leased facilities which are expected to be funded at least partially by the imposed Fees.

Task 6 Establish Relationship Between the Fee and the Facilities Funded by the Fee

This task involves documenting the amount of school facilities impact and funding received from residential development between July 1, 2015, and June 30, 2016 (information shall be provided by the School District). This subtask will be accomplished by reviewing the Residential and Commercial/Industrial School Fee Justification Studies and other documentation of the School District.

Task 7 Disclosure of Future Funding Sources

This task involves the identification of all future sources of revenues for school facilities development.

ACTIVITY III. REPORT PREPARATION

Task 8 Report Preparation

This task involves the preparation of an Annual and Five Year Report ("Report") pursuant to the requirements of Senate Bill 1693. Cooperative Strategies shall prepare one (1) draft and one (1) final Report.

EXHIBIT B

FEE SCHEDULE

CAPISTRANO UNIFIED SCHOOL DISTRICT ANNUAL AND FIVE YEAR REPORT SERVICES

The proposed budget for services performed by Cooperative Strategies, LLC for Capistrano Unified School District ("Client" or "School District") under the Statement of Work shall be a flat fee of \$2,600 (plus expenses). This fee shall be payable in two (2) equal installments. The first installment of \$1,300 shall be payable upon execution of this Agreement by both parties and the second installment of \$1,300 shall be payable upon delivery of the completed Report.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

BRAIN BUILDERS EDUCATIONAL PROGRAMS

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: **\$23,400.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____

Brain Builders Educational Programs
Invoice 1 of 3 to Moulton Elementary School

6/16/2015

TO:

Moulton Elementary School
29851 Highlands Ave,
Laguna Niguel, CA 92675
(949) 234-5980 Phone

FROM:

Brain Builders Educational Programs
PO Box 2787
Costa Mesa, CA 92628
714-360-1101
Tax ID: 27-4907532

Class Name:

5th Grade : Engineering; Mechanical Contraptions
4th Grade : Engineering; Vehicles in Motion

Dates :

5 week session, starting in September

Total Fees:

Total cost = \$19,500

Invoice 1 of 3 for 4th and 5th = \$6,500.00

If there are any questions or concerns, please feel free to contact me!

Thank you,
Shane Veera
Director
Brain Builders Educational Programs
714-360-1101

Brain Builders Educational Programs
Moulton Elementary School 2016-2017
Engineering Lab School Integration Price Sheet

# Students	Fee/student/day	# of Weeks							Price Break at 9 weeks	9
		5	6	7	8					
300	\$ 8.00	\$ 12,000.00	\$ 14,400.00	\$ 16,800.00	\$ 19,200.00			\$	7.50	\$ 20,250.00
400	\$ 7.50	\$ 15,000.00	\$ 18,000.00	\$ 21,000.00	\$ 24,000.00			\$	7.00	\$ 25,200.00
500	\$ 7.00	\$ 17,500.00	\$ 21,000.00	\$ 24,500.00	\$ 28,000.00			\$	6.50	\$ 29,250.00
600	\$ 6.50	\$ 19,500.00	\$ 23,400.00	\$ 27,300.00	\$ 31,200.00			\$	6.00	\$ 32,400.00
700	\$ 6.00	\$ 21,000.00	\$ 25,200.00	\$ 29,400.00	\$ 33,600.00			\$	5.50	\$ 34,650.00



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this ____ day of _____, by and between _____, 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 \$_____ the following:

2. The term of the Contract shall begin on _____ and end _____.
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 _____ 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 _____
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number 361260
- ☒ 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: 8-17-2016

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District

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EXHIBIT A



FEE SCHEDULE
PERIOD: 7/1/2016 to 6/30/2017

COMPANY NAME: MUNICIPAL UNDERGROUND SERVICES, INC.

REP NAME: DAVID BOUTELLE

E-MAIL ADDRESS: MUSI@COX.NET

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Sewer Line Cleaning District wide as directed by Staff. Specialty Trenchless repairs as requested by Staff.

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
Sewer Line Cleaning/Jetting – Minimum 3 Hours.	\$225.00 per hour
Vac-Con Truck – Hydro-Jet/Vacuuming Minimum 3 Hours.	\$275.00 per hour
Dump Fee for vacuumed spoils. Per Load.	\$250.00 per load

PARTS PERCENTAGE MARK-UP: 15%

ANY ADDITIONAL CHARGES:



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 18th day of August 2016, by and between Ron Guidry Floor Covering DBA Progressive Surfacing, 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 \$ 35,310.40 the following:
Labor & materials to install flooring at Niguel Hills Middle School in rooms 103, 104, 209, 212, 224, hall, MPR, & storage
As described in the attached Exhibit A.
2. The term of the Contract shall begin on July 1, 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 P160701, 7/11/16
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number 361305
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☒ Payment Bond \$ 35,310.40
- ☒ Faithful Performance Bond \$ 35,310.40
- ☒ California State Contractor's License Number 599454
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ DIR Registrations No. 1000027120
- ☐
- ☐ 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: 8/17/2016

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District

-2

Exhibit A



PROGRESSIVE
SURFACE SOLUTIONS

Progressive Surfacing
15171 Del Amo Ave. Ste: 4-7
Tustin, CA 92780
P: 714-586-5543 F: 714-586-5544
Lic #599454 DIR #1000027120

www.progressivesurfacesolutions.com

CLIENT:

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

Attention: Larry Vernaza

Phone: 949-234-5390

Email: Lavernaza@Capousd.org

PROJECT:

Summer 2016 Flooring
Niguel Hills Middle School
29070 Paseo Escuela,
Laguna Niguel, CA 92677

P160701

DATE: 07/11/16

FURNISH AND INSTALL:

Supply & Install Armstrong Standard Excelon VCT (#51830)	11655 SF @	\$2.30	\$26,806.50
Install Tandus 6' Powerbond Carpet	280 SY @	\$6.60	\$1,848.00
Supply & Install Burke 4" Topset Rubber Base	1481 LF @	\$2.30	\$3,406.30
Reducer Strip Carpet to VCT	60 LF @	\$2.59	\$155.40
Standard Floor Prep	36 HRS @	\$79.35	\$2,856.60
Install Tandus Charcoal Geo Tiles	36 SY @	\$6.60	\$237.60

No Demo - Floors Being Abated by others.

Furniture Removal and Replacement Excluded

Rooms 104, Hall, Storage, Room 103, MPR, Asb Rm 212, 209, 224, 22
208

Total Price \$ **35,310.40**

Thank you for giving Progressive Surfacing the opportunity to do business with you!

NOTES:

PRICING:

\$ -
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -

QUALIFICATIONS:

Price includes applicable taxes. Progressive Surfacing is Union with Local #1247 and all prevailing wage rates are included in the price.

"California Stewardship Assessment" fee is included in the contract price, for further information go to: www.calrecycle.ca.gov/

Work to be performed during normal business hours Mon. - Fri. unless otherwise noted.

Price excludes: asbestos abatement, removal of existing furniture, removal of existing flooring, excessive floor preparation, floor leveling, scraping or grinding, moisture vapor testing or vapor protection, heat, power, lights, cleaning, waxing, and protection.

Sincerely, Progressive Surfacing

Represented and accepted by:

Date: _____

John Matuz 562-237-2869
Director

Printed Name _____

Signature _____

Terms: On approved credit

Proposal valid for 30 days from date noted above.

Payment due net 30 days from invoice date.

Subject to Progressive Surface Solutions, LLC - attached Conditions of Sale



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 18th day of August 2016, by and between Dave Bang Assoc., 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 \$ 46,753.47 the following:
Labor & material to install new compacted curb & poured-in place rubber surfacing
at Crown Valley Elementary. Includes removal & disposal of existing rubber tiles and existing subbase.
As described in the attached Exhibit A.
2. The term of the Contract shall begin on July 1st, 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.

Field Service Agreement 1617163
 Capistrano Unified School District

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

- ☒ W-9 Request for Taxpayer Identification Number and Certification
- ☒ Quote/Proposal, dated CA108524, 7/15/16
- ☒ Plans and Specifications/Scope of Work
- ☒ Worker's Compensation Certificate
- ☒ Purchase Order Number 361304
- ☒ Liability Insurance Certificate
- ☒ Guarantee
- ☒ Certification by Contractor of Criminal Records Check
- ☒ Contractor's Certificate Regarding Non-Asbestos Containing Materials
- ☒ Payment Bond \$ 46,753.47
- ☒ Faithful Performance Bond \$ 46,753.47
- ☒ California State Contractor's License Number 795052
- ☒ Drug-Free Workplace Certification
- ☒ Tobacco Use Policy
- ☒ DIR Registrations No. 1000002974
- ☐
- ☐ 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: 8/17/2016

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

Field Service Agreement
Capistrano Unified School District

-2

Exhibit A

dave**** Since 1979 ******bang assoc., inc. of california****Quotation**

CA 108524

P.O. Box 1088, Tustin, California 92781
(800) 669-2585 FAX (800) 729-2483

To Capistrano USD

Attn: Alex Malfavon

32972 Calle Perfecto

San Juan Capistrano, CA 92675

*"Crown Valley Elementary"**Site Prep for new Rubber Surfacing*

Quotation Date

July 15, 2016

Salesperson

Alex Beron

Terms

Net 30

Estimated Shipping Date	Shipped Via	F.O.B.
3-5 Weeks	Truck	Laguna Niguel

Quantity	Description	Unit Price	Total Extended
1	Removal and Disposal of existing Rubber Tiles		4,200.00
1	Removal and Disposal of existing Subbase		3,400.00
1	Installation of new Compacted Aggregate Subbase, 1,675 sq ft at 4" depth		5,500.00
1	Installation of new Concrete Curb, 179 ln ft x 6" wide x 8" deep		9,800.00
	TOTAL SITE PREP		22,900.00
	*Drainage, concrete flatwork, and any additional site preparation NOT included *UTILITY CLAUSE: Installation to include marking of utilities by Dig Alert. Contractor will not be responsible for any damage to unmarked utilities, such as drainage, irrigation, live water lines, main low voltage lines, etc. Customers responsibility to provide locations of any utilities prior to commencement of work. *ROCK CLAUSE: Pricing is based on normal soil conditions which would allow an auger on a tractor to dig footings. If rocks/boulders interfere with the progress of the excavation, additional fees may apply. *ACCESS CLAUSE: Customer to provide 6' access for tractor. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided THANK YOU FOR THIS CHANCE TO QUOTE		

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. FAX COPY DEEMED TO BE LEGAL EQUIVALENT OF ORIGINAL. ALL PAST DUE ACCOUNTS SUBJECT TO 1 1/2% MONTHLY FINANCE CHARGE. IN THE EVENT LEGAL ACTION IS REQUIRED TO ENFORCE COLLECTION, VENUES SHALL BE TUSTIN, CA.

By **Alex Beron**

Accepted _____

Date _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

Thank You!

V = 105883

PR 407051

dave**** Since 1979 ******Quotation****bang assoc., inc. of california**

CA 108262

P.O. Box 1088, Tustin, California 92781

(800) 669-2585 FAX (800) 729-2483

To **Capistrano USD**

Attn: Alex Malfavon

32972 Calle Perfecto

San Juan Capistrano, CA 92675

*"Crown Valley Elementary"**Rubber Surfacing*Quotation Date
June 30, 2016Salesperson
Alex BeronTerms
Net 30

Estimated Shipping Date		Shipped Via	F.O.B.
3-5 Weeks		Truck	Laguna Niguel
Quantity	Description	Unit Price	Total Extended
1,675 sq ft	Poured-in-Place Rubber Surfacing, 3-1/2" thickness to accommodate a 8' critical fall height Color: 50% BLACK 50% STANDARD COLOR OF CHOICE	13.88	23,249.00
	Less Colton Joint USD Piggyback Bid Discount		(1,162.45)
			<u>22,086.55</u>
	Tax 8.00%		1,766.92
	TOTAL RUBBER SURFACING		<u>23,853.47</u>
<p>*Preparation NOT included, Drainage, flatwork, grading and any additional site prep NOT included</p> <p>*Fence / Security NOT included</p> <p>*ACCESS CLAUSE: Customer to provide 6' access for tractor. If adequate access is not provided additional charges may apply and repairs to landscape and irrigation may be required. Customer is responsible for any repairs to landscape if proper access is not provided</p> <p>THANK YOU FOR THIS CHANCE TO QUOTE</p>			

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS OF OUR CREDIT APPLICATION, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE. FAX COPY DEEMED TO BE LEGAL. EQUIVALENT OF ORIGINAL. ALL PAST DUE ACCOUNTS SUBJECT TO 1 1/2% MONTHLY FINANCE CHARGE IN THE EVENT LEGAL ACTION IS REQUIRED TO EFFECT COLLECTION, VENUE SHALL BE TUSTIN, CA.

By **Alex Beron**

Accepted _____

Date _____

PLEASE SIGN AND RETURN ONE COPY WHEN ORDERING.

Thank You!



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **August 18, 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".

WOODRUFF, SPRADLIN & SMART, APC

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 **\$25,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2016 to June 30, 2017**, 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.

☒ 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: August 17, 2016

CONSULTANT

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

Email Address: _____
FEIN _____

EXHIBIT A
FEE SCHEDULE

NAME OF COMPANY OR INDIVIDUAL: Woodruff, Spradlin & Smart
NAME OF CONTACT: Daniel K. Spradlin
ADDRESS: 555 Anton Blvd., #1200, Costa Mesa, CA 92626
TELEPHONE NO.: (714) 558-7000
FAX NO.: (714) 835-7787

DESCRIPTION OF SERVICES: Civil Litigation Defense

RATE OF PAY & EXPENSES: Civil Litigation: Partners - \$225 per hour
Associates - \$175 per hour
Paralegals - \$100 per hour

Appellate Work: Attorneys - \$250 per hour
Paralegals - \$100 per 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.

Signature: Daniel K. Spradlin Date: 3.11.15
Typed or Printed Name: Daniel K. Spradlin



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **August 18, 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".

ABBY ROZENBERG

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 **\$10,000.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2016 to June 30, 2017**, 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.

☒ 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: August 17, 2016

CONSULTANT

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

Email Address: _____
FEIN _____

Abby M. Rozenberg, M.S. CCC-SLP
Speech and Language Pathologist
CA License #SP 8965
Tax ID # 52-2450106

July 19, 2016

To whom it may concern:

Re:NPA # 1A-30-108

The rates follow:

In clinic one-hour individual Speech and Language therapy	\$ 125.00
In clinic ½-hour individual Speech and Language therapy	\$ 62.50
In clinic 45-minute individual Speech and Language therapy	\$ 93.55
Out of clinic (in-home/on-site) one-hour individual Speech and Language therapy	\$ 135.00
Out of clinic (in-home/on-site) ½-hour individual Speech and Language therapy	\$ 67.50
Out of clinic (in-home/on-site) 45-minute individual Speech and Language therapy	\$ 98.75
Speech and Language Evaluations (IEE)	\$1800.00

Thank you for allowing this agency to participate in the development of your student's Speech and Language skills.

Abby Rozenberg, MS CCC-SLP
Speech-Language Pathologist
SP # 8965



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Abby Rozenberg**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2016-2017 fiscal year. Consultant is functioning solely as an Independent Educational Evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company, or practice.
2. School Grounds: Consultant agrees that during the performance of an IEE at or on school district grounds, the Consultant may be accompanied by a DISTRICT representative during the duration of observation or interviews of staff and/or pupil.
3. Report: Upon completion of the IEE, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to a parent.
4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentations to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Speech Language Assessment	Credentialed Speech Pathologist	Not to exceed \$1,800/assessment

Consultant

Date

Received by:

District Representative

Date



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of **August 18, 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".

REGENTS OF UNIVERSITY OF CALIFORNIA, SAN DIEGO, SCHOOL OF MEDICINE

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 **\$12,500.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2016 to June 30, 2017**, 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.

☒ 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: August 17, 2016

CONSULTANT

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

Email Address: _____
FEIN _____

EXHIBIT A

FEE SCHEDULE

University of California, San Diego, School of Medicine
Department of Pediatrics, Health Sciences
Health Sciences
9500 Gilman Drive, Mail Code 92093-0602
Attn: Assistant Vice Chancellor
Fax: 858-534-6573

Provide services of Howard Taras, M.D. authorizing CUSD speech and language protocol and providing prescriptions for occupational and physical therapy Medi-Cal eligible services

Rate of Pay & Expenses
\$240.00/hour



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **The Regents of the University of California**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2016-2017 fiscal year. Consultant is functioning solely as an independent educational evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company or practice.
2. School Grounds: Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the Consultant may be accompanied by a District representative during the duration of observation or interviews of staff and/or pupil.
3. Report: Upon completion of the independent educational evaluation, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to Parent.
4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentation to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Assessment	Psychologist	Not to exceed \$2400/assessment

Consultant

Date

Received by:

District Representative

Date



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

ALBUM AGENCY DBA ALBUM CREATIVE STUDIOS, INCORPORATED

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: **\$24,900.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2016 through June 30, 2017** 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

By: _____
 Name: Janet Polite
 Title: Supervisor, Purchasing
 Board Approval Date: August 17, 2016

Contractor

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

 Email Address: _____
 FEIN: _____

ALBUM IS A BRAND ADVISOR AND CREATIVE PARTNER FOR EMERGING BRANDS

We're an eclectic compilation of strategic thinkers, branding experts, and designers. We help brands rise above the noise and resonate with their target audience.

ALBUM

7 REASONS TO HIRE US

1. **WE'RE NOT YOUR NEPHEW**

You know, the one with "design skills?" We are an experienced team of branding and design professionals focused on delivering integrated solutions to build your brand.

2. **WE DON'T PLAY BACKUP**

We lead the industry with a proven brand-building process and smart marketing ideas. From big ideas to daily social media marketing, we've mastered brand communication.

3. **WE GET THE BRAND BACK TOGETHER**

Our brand-centered marketing approach focuses on defining your brand and its personality first. Then everything produced subsequently remains consistent and resonates with your audience.

4. **FIRST TIME'S A CHARM**

By establishing brand strategy and guidelines first, you will save money and reach your goals faster. You won't waste time and money on marketing, because you misrepresented yourself the first time (or the second).

5. **FULL ORCHESTRA OF TALENT**

We perform with a variety of marketing instruments. Our role is to produce fine-tuned communication and then select the most appropriate channels to deliver it.

6. **RESULTS MATTER**

Our clients are enthusiastic with the work we produce, and even more impressed with the results. We track results carefully to maximize your marketing investment.

7. **WE'RE PASSIONATE**

We love what we do.

DRAFT

CUSD RE-IMAGINED SCHOOLS **BRANDING PROPOSAL**

July 7, 2016

This document is a proposed agreement for Album to partner with Capistrano Unified School District ("CUSD") to accelerate and improve the branding and marketing efforts for seven "re-imagined" elementary schools.

OBJECTIVE

Provide strategic and creative branding support to the seven elementary schools participating in the Re-imagining Process. To achieve this objective Album will:

1. Involve key stakeholders at each of the school sites to contribute to the creative strategy.
2. Ensure the content and words used are clear, direct and engaging.
3. Maintain consistency in the look and tone of each communication touch point.
4. Advise on best practices for distribution and engagement.

Whereas, CUSD wishes to engage Album Creative Studios, Inc. ("Album") to provide the services described herein, and Album agrees to provide the services for the compensation, and in accordance with the Terms of this Agreement,

Now therefore, in consideration of the foregoing, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, CUSD and Album, intending to be legally bound, agree to the terms set forth below.

SCOPE OF WORK

SERVICE	DESCRIPTION	TIME	COST	TOTAL (3 schools)
Discovery & Creative Strategy	<ol style="list-style-type: none"> 1. Hold a strategic session on campus with stakeholders to review existing documentation for strategy and positioning. 2. Advise on positioning and inclusion of: <ol style="list-style-type: none"> a. Key Messaging b. Value Proposition c. Tone & Voice d. Effective communication channels 	1-2 weeks depending on schedules	\$500 per school	\$1,500

Social Media Strategy & Content	<ol style="list-style-type: none"> For each school, review existing profiles, past performance and existing strategies. Album will develop a document with: <ol style="list-style-type: none"> Recommended social properties and prioritization Approach and content allocation Album will develop key content such as: <ol style="list-style-type: none"> Campaign headlines Key messaging Visual assets to support communication Basic content publication calendar or guidelines 	2-3 weeks	\$2,800 per school	\$8,400
Brochure (Print & Electronic)	<p>With initial outlines of content provided by each school, Album will:</p> <ol style="list-style-type: none"> Edit and refine the copywriting for clarity and optimal length. Design a bi-fold brochure with school-specific branding (colors, fonts and design styles). Present for review and refine in up to 3 revision rounds. Finalize and provide print-ready files and a PDF version to share electronically. 	3-4 weeks	\$3,200 per school -- printing not included	\$9,600
Website Refresh & Positioning	<p>Improve the existing School Loop website by:</p> <ol style="list-style-type: none"> Redesigning the main header image with logo and updated background Choosing a refined color palette and fonts to elevate the appearance and improve usability. Cleaning up and improving existing images in the sidebar and footer. Producing banners to promote the changes and draw attention to key messaging. 	2-3 weeks	\$1,800 per school	\$5,400
		About 3 months total	\$8,300 (per school)	\$24,900 (3 schools)

Hourly Work (as needed)	<p>Optional ongoing design for promotional materials that may include:</p> <ol style="list-style-type: none"> Promotional Flier Templates designed as 8.5x11 sheets to be printed with desktop printers. Large Banners to post around campus with short titles and calls-to-action. Powerpoint Templates to maintain consistent branding for presentations. 	\$125 / per hour
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TERMS

- A. **Contracted Work.** Album agrees that all Services will be rendered as a contracted marketing partner and that this Agreement does not create an employer-employee relationship between Album and CUSD. Album shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation.
- B. **Conflicts.** Album represents and warrants to CUSD that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of its Duties. Album represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which it performs Services concurrently with those performed herein.
- C. **Indemnification.** Album agrees to pay all taxes due in respect of the fee and to indemnify CUSD in the event CUSD is required to pay any such taxes on behalf of Album.
- D. **Compliance.** In performing the Services, Album will comply with all business conduct, regulatory, and health and safety guidelines established by CUSD or any of its subsidiaries for any governmental authority with respect to CUSD's business.
- E. **Opportunity to Cure.** Prior to any claim for damages being made, CUSD must provide Album with reasonable notice of any alleged deficiencies in performance and Album shall have a reasonable opportunity to cure any alleged defect in performance.
- F. **Ownership.** The creative work performed under this agreement is considered work for hire and thus CUSD has full ownership of all content, including graphics, ideas, and copy, used within all marketing and advertising materials produced from this Agreement.
- G. ALBUM MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR THOSE ARISING FROM THE COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

INVESTMENT

- A. Subject to the provisions hereof, CUSD shall pay Album **\$8,300 for 3 months**. The Fee shall be paid within ten (10) days of CUSD's receipt of the invoice, which will be sent at the first of each month. Album reserves the right to pause production on its Duties, if payment is not received by the tenth day of any month.
- B. Unless the scope and requirements increase and written notice is provided, no overages will be billed under this agreement.

- C. Album shall be entitled to prompt reimbursement for all pre-approved expenses incurred in the performance of its Duties, upon submission and approval of written statements and receipts in accordance with the then regular procedures of CUSD.

Agreed to and executed by:

By: Ryan Burris

Date

Capistrano Unified School District

ALBUM

949-433-3598

1705 North El Camino Real

San Clemente, CA 92672

July 19, 2016

AlbumAgency.com

\$ 24,900.00

Communications

Ryan K. Burris

Re-Imagined Schools

Strategic session on campus

Review existing profiles

Design a bi-folded brochure

Improve existing School Loop Website

Optional ongoing design for promotional materials

8300.00 per month for 3 months

Total

24,900.00

marketing

01-0000-0-5800-0000-7180-
000-000-000-000



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of August 18, 2016 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".

MELISSA P. HUY

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 **\$2,500.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for **July 1, 2016 to June 30, 2017**, 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.

☒ 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: August 17, 2016

CONSULTANT

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

Email Address: _____
FEIN _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

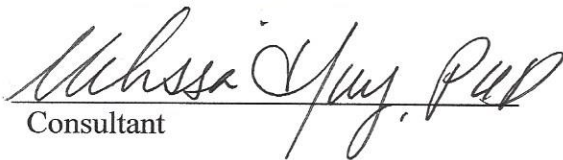
Scope of Practice and Release of Assessment Documentation

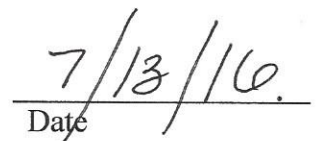
In accordance with 34 C.F.R. §300.502, Consultant, **Melissa P. Huy**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2016-2017 fiscal year. Consultant is functioning solely as an independent educational evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company or practice.
2. School Grounds: Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the Consultant may be accompanied by a District representative during the duration of observation or interviews of staff and/or pupil.
3. Report: Upon completion of the independent educational evaluation, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to Parent.
4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentation to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Psycho-educational/ Neuropsychological	Psychologist	Not to exceed \$2,500/assessment


Consultant


Date

Received by:

District Representative

Date



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

CONTEMPORARY SERVICES CORPORATION

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** as awarded pursuant to RFP No. 5-1213; 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: **\$150,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2016 through June 30, 2017** 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

By: _____
 Name: Janet Polite
 Title: Supervisor, Purchasing
 Board Approval Date: August 17, 2016

Contractor

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

 Email Address: _____
 FEIN: _____

CONTEMPORARY SERVICES CORPORATION

EVENT SECURITY SERVICES

BID NO. 5-1213

CAPISTRANO UNIFIED SCHOOL DISTRICT



Submitted to: Vicki Byers
Capistrano Unified School District
Education Center
Attention: Purchasing Department
San Juan Capistrano, CA 92675
Tuesday, December 18, 2012 by 10a.m. PST

6. COST PROPOSAL

Supervisor	Initial Yr	2014	2015	2016	2017
Pay Rate	\$11.00	\$11.00	\$11.50	\$11.50	\$12.00
Billing Rate	\$22.50	\$22.50	\$23.50	\$23.50	\$24.00
OT Rate	\$33.75	\$33.75	\$35.25	\$35.25	\$36.00

Officer	Initial Yr	2014	2015	2016	2017
Pay Rate	\$10.00	\$10.00	\$10.50	\$10.50	\$11.00
Billing Rate	\$18.50	\$18.50	\$19.50	\$19.50	\$20.00
OT Rate	\$27.75	\$27.75	\$29.25	\$29.25	\$30.00

*Rates for extension years will be based upon mutual agreement.

As our costs continue to increase on a year to year basis, we look for innovative and streamlined efficiencies to maintain expenses to our clients. With well over 70% of our direct costs attributed to payroll and insurance, an additional 20% - 25% is expensed to: training, incentive programs, equipment, administrative support, office space and other fixed costs that leave us a profit margin of less than 7%.

Methodology

CSC bases its rate structure on factors that allow our company to provide the following:

Top rated Liability Insurance	Proper IRS Reporting
Workers' Compensation	Payroll Taxes
Prevailing market wages	Comprehensive Training
Equipment (Radios, Uniforms)	Licensed Personnel
Staff Incentive Programs	Highly Trained Workforce
Cross Training of Personnel	

Due to the specialized nature of the services outlined in the proposal, the above rates result in the ability to pay a competitive wage in the marketplace. In addition, they result in a properly trained, motivated employee who provides performance to meet your service goals in your facilities.

Through proper staffing planning, workforce management, judicious use of redeploys and teamwork with the client, CSC has previously been able to replace companies with cheaper hourly rates and still give the client a reduction in the overall budget and/or expenses with a higher level of guest services.

We know it is difficult to draw direct comparisons between companies that provide varying expertise, depth of services, efficiency, and operational plans. Therefore we welcome any questions, information exchange, or further discussion that may assist you in making your decision.



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

LARRY W. HEGLAR & ASSOCIATES

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: **\$6,500.00** in the aggregate under the 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 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: August 17, 2016

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

Email Address: _____
FEIN: _____

Larry W. Heglar & Associates
REAL ESTATE CONSULTANT
16321 CONTENT CIRCLE
HUNTINGTON BEACH, CALIFORNIA 92649

(949) 307-3486
larry@heglarvaluations.com

VIA EMAIL

May 18, 2016

Korin Lawing
Facilities Planning Technician
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA
92675

**Ref: APPRAISAL of
Proposed School Site
Rancho Mission Viejo
Planning Area 2A
Rancho Mission Viejo, CA**

Dear Ms. Lawing:

Thank you for the opportunity to submit this proposal for appraisal services on the above referenced property. I have worked for the past forty-five years in the appraisal profession, mostly in Orange County. Attached to this proposal are my CV's summarizing my experience. Much of that experience has been in the appraisal of land parcels. I have an MAI designation from the Appraisal Institute.

Based on the information you provided the subject property consists of an approximate 14 acre parcel located in Planning Area 2A of the Rancho Mission Viejo master planned community. The site is currently in an unimproved condition. It is to be appraised assuming a Superpad Condition pursuant to Article 8.3, "Timing and Process of Site and Determination of Purchase Price," in "School Facilities and Funding Agreement and Option to Purchase School Site" between the District and RMV Community Development. In addition, "Site Acquisition Guidelines," from Education Code 1859.74.1 will be followed. Appraisal is to be used by the District in their acquisition of the property.

Date of value for the appraisal is to be November 30, 2016. Please confirm this "projected" date of value or if you need a current date of value with an updated valuation at the November 30th time frame.

The appraisal will be written in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as well as the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or

others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

Client may cancel this Agreement at any time prior to the Appraiser's delivery of the Appraisal Report upon written notification to the Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice. Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP)

The appraisal report will be subject to, but not necessarily limited to, the conditions and stipulations of the following Limiting Conditions.

1. No responsibility is assumed by the appraiser for matters which are legal in nature.
2. No opinion of title is rendered and the property is appraised as though free of all encumbrances and title is marketable.
3. The appraisal covers only the property described.
4. No survey of the boundaries of the property will be made. All areas and dimensions furnished are assumed to be correct.
5. Sources of information are believed to be correct and, where feasible, have been verified.
6. The term "market value" as used within the report, is defined as, "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.
7. That the date of value to which the conclusions and opinions expressed in the report applies to a current market value.
8. That the appraiser assumes no responsibility for economic or physical factors, which may affect the opinions therein, stated occurring at some date after the date of value cited in the report.
9. That the appraiser reserves the right to make such adjustments to the valuation therein reported, as may be required by consideration of additional data or more reliable data that may become available.
10. That maps, plats and exhibits included therein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as survey, or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.
11. By reason of the appraisal, the appraiser is not required to give testimony or to be in attendance in court or at any governmental or other hearing with reference to the property without prior arrangements having been made relative to such additional employment.
12. Disclosure of the contents of any appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of the report, especially any conclusions as to value, the identity of the appraiser or any reference to the Appraisal Institute or to the MAI designation, shall be disseminated to the public through advertising media, public relations media, sales media or any other public means of communication without the prior written consent and approval of the authors.

Upon receiving a signed copy of this proposal, an appraisal report will be prepared which will set forth a description and analysis of the surroundings and the valuation of the above referenced property. The appraisal will be performed using the Sales Comparison Approach to Value. It will be of the fee simple interest of the property considering its highest and best use.

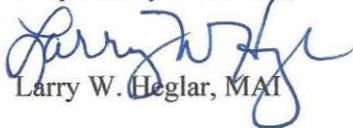
The fee for this assignment will not to exceed \$6,500. Additional time, if required for meetings after the assignment is completed, will be billed at my normal billing rate of \$225 per hour. A draft report will be delivered electronically to you in approximately six weeks following authorization to proceed. In addition, two hard copy originals will be delivered once the draft copy is accepted.

To assist in the appraisal assignment the following information is requested:

- Current title report.
- Plat of the land showing topography, access points and utility connections.
- Any engineering, soils or geotechnical reports that might be available.
- Contact with the property owner to inspect the property and to obtain comparable market data that might relate to the subject property.

If this proposal meets with your acceptance, please indicate by signing one copy of this letter on the line provided below and return to me. Payment of the appraisal fee will be due at time of delivery of the draft report.

Respectfully submitted,


Larry W. Heglar, MAI

APPRAISAL AGREEMENT AUTHORIZATION

I hereby agree to the terms and conditions of the Appraisal/Consultation Agreement, detailed on the preceding pages, as submitted by Larry W. Heglar.

Accepted by: _____

Date: _____

Attachment

PROFESSIONAL QUALIFICATIONS
LARRY W. HEGLAR, MAI

Professional Experience

Appraisal

Mr. Heglar has experience in the appraisal of various residential and income-producing properties including master-planned communities, commercial, industrial, office, medical buildings, apartment buildings, planned unit developments, shopping centers, hotels and motels, restaurants, post office buildings, corporate headquarters and multi-use projects. He has more than 40 years of real estate experience.

Consulting

Mr. Heglar's experience has included acquisitions and dispositions of residential subdivision property, master planned communities, portfolio advice/strategies planning, highest and best use studies, project feasibility and marketing studies.

Professional Employment

Nov, 2012 to Present-Principal/Owner, Larry W. Heglar & Associates, Huntington Beach, CA

Orange County based appraisal and consulting firm providing a broad scope of real estate services including appraisals, market studies and litigation support. Projects included master planned communities, subdivisions and large investment properties. Locations included properties mainly in Southern California.

Mar, 2007 to November 2102-Sage Community Group, Consultant, Newport Beach, CA

Develops strategy/methodology for disposition of land assets in California, Nevada and Arizona. Assists in developing strategy for institutional investors in the acquisition of land assets during economic slow-down. Assists in management of land assets for Sage Community Group and for financial institutions on REO assets.

Feb 2001 to Oct 2006 - Pulte Homes, Vice-President of Land Acquisition, Irvine CA

Oversaw the purchase and sale of land for Orange County/South Riverside County Division, as well as North Inland Empire Division. Transactional experience throughout Southern California in most major markets.

Responsibilities included seeking development opportunities, analysis of potential acquisitions, negotiation of terms, coordination of legal documentation and internal land purchase approvals.

Hired and trained professional land personnel.

Jan 1993 to Feb 2001 - Principal/Owner, Larry W. Heglar & Associates, Irvine CA

Orange County based appraisal and consulting firm providing a broad scope of real estate services including appraisals, market studies and feasibility analyses. Projects included master planned communities, military bases, subdivisions, large investment properties and portfolio properties. Locations included properties mainly in Southern California as well as Northern California, Colorado, Florida.

Office and associated with Institutional Housing Partners, a CalPers advisor.

April 1984 to Jan 1993 - The Irvine Company, Vice-President Land Sales, Newport Beach CA

Responsible for managing and conducting the analysis, negotiations and documentation of residential subdivision and institutional land sales for The Irvine Company. Negotiated more that 80 transactions for over \$660 million in land revenue.

Oversaw escrow process and collection of builder payment of price and profit participation.

Jan 1983 to April 1984 - Appraiser, John S. Adams & Associates, Newport Beach CA

Appraisal assignments specializing in income properties located in Southern California

Jan 1979 to Jan 1983 - Manager of Appraisals, The Irvine Company, Newport Beach CA

Coordinated the appraisal requirements with outside valuation consultants and recommended strategies to upper management.

Feb 1978 to Jan 1979 - Regional Appraiser, United California Mortgage Company, Tustin CA

Chief staff appraiser for the mortgage banking operations of UCB/First Interstate Bank in Orange County. Responsible for all loan appraisals on income properties.

July 1971 to Feb 1978 - Real Estate Analyst, Coldwell Banker, Los Angeles CA

Conducted appraisals on all major types of real estate including residential, commercial, industrial and special use properties mainly in California but also in Maryland, Washington, New Jersey and Illinois.

Education

San Diego State University - Bachelor of Arts in Geography.

Appraisal Institute Courses -

- Course IA (AIREA) - Principles of Real Estate Appraising, 1972
- Course IB (AIREA) - Principles of Real Estate Appraising, 1974
- Course II (AIREA) - Urban Real Estate Appraisal, 1975
- Course VI (AIREA) - Techniques and Mathematics of Capitalization, 1977
- Course IV (AIREA) - Condemnation Appraisal Practice, 1978

- Standards of Professional Practice, 1990
- Course 410 & 420, Standards of Professional Practice, (Appraisal Institute), 1995
- Continuing Education – The Appraisal Institute and California Office of Real Estate Appraisers provides numerous seminars and workshops to satisfy continuing education requirements. The Urban Land Institute and other real estate organizations also provide programs that Mr. Heglar has attended for continuing education requirements.

Professional Affiliations

Urban Land Institute, Associate Member

Lambda Alpha International, Honorary Land Economics Society, Former Chapter President and International Board of Governors Officer

BIA, Orange County

Board of Directors, Irvine Campus Housing Authority, 1999 to 2008

Appraisal Institute, MAI Designation, (Member No. 6602)

Representative Appraisal Assignments (within past ten years)

Income Property Appraisals

Industrial-

- 17120 Main Street, Gardena, 186,000 square feet in three buildings on 9.40 Acres. Leased to three tenants
- 13226 Alondra Boulevard, Cerritos, 128,000 square feet on 5.42 acres. Single tenant
- LAMBERT PALM BUSINESS CENTER, La Habra, 188,644 square foot, multi-tenant business park
- AIRPORT DISTRIBUTION CENTER, Las Vegas, 69,592 square foot, multi-tenant business park
- 240 SPECTRUM BOULEVARD, Las Vegas, 45,394 square foot, multi-tenant business park
- COMMERCE CENTER, Santa Fe Springs, 81,117 square foot, multi-tenant business park
- PUMICE CARMENITA INDUSTRIAL PARK, 29,808 square foot, multi-tenant business park
- CLAUSET INDUSTRIAL PARK, 103,546 square foot, multi-tenant business park
- 1350 Philadelphia Street, Pomona, 85,851 square foot trucking facility on 11.76 Acres
- 3561 Philadelphia Street, Chino, 14,360 square foot trucking facility on 4.137 Acres
- 1090 E. Belmont Street, Ontario, 128,552 square foot distribution facility on 11.23 Acres
- 1773 Whittier Avenue, Costa Mesa, 20,800 square foot, multi-tenant business park on 1.137 Acres
- Gilead Sciences, San Dimas, Four bio-med/office buildings totalling 191,100 square feet on 12.78 Acres

Apartments-

- THE PARK @ THE IRVINE SPECTRUM, 762 unit apartment project on 13.78 Acres
- SAN CARLO APARTMENTS, Irvine, 354 unit apartment project on 21.398 Acres
- SANTA CLARA APARTMENTS, Irvine, 378 unit apartment project on 16.368 Acres
- HERITAGE POINT APARTMENTS, Irvine, 342 unit apartment project on 15.028 Acres

Retail Centers-

- ALTON SQUARE SHOPPING CENTER, Irvine, 35,451 square foot shopping center on 11.559 acres and anchored by Ralph's Market and CVS Drug Store

Office Buildings-

- ONE GOLDEN SHORE, Long Beach, 32,000 square foot office building on 2.42 Acres

Hotel Properties-

- Portfolio of six hotel properties with following locations: Seal Beach (115 rooms), Corona (171 rooms), Redlands (107 rooms), Moreno Valley (127 rooms), Chino Hills (124 rooms) & Diamond Bar (125 rooms)

Land Appraisals-

- LAKESIDE, RIVERSIDE COUNTY, Master planned community, 450 acres and 334 residential homes
- WEST COYOTE HILLS SPECIFIC PLAN, FULLERTON, Master planned community, 510 acres, approximately 750 residential units
- LAMB SCHOOL SITE, HUNTINGTON BEACH, new residential subdivision
- WARDLOW SCHOOL SITE, HUNTINGTON BEACH, new residential subdivision
- UNIVERSITY OF CALIFORNIA, IRVINE, Proposed Hotel Site
- MOUNTAIN PARK, ANAHEIM, Portion of Master Planned Community
- CHRISTOPHER DEVELOPMENT GROUP, WESTMINSTER, 80 Lot Subdivision
- HIGHLAND HILLS, SAN BERNARDINO, 543 acres entitled for 1,516 residential units/lots.
- VAIL LAKE RANCHO CALIFORNIA, LLC, 497 acres of vacant, unentitled land. Purpose for bankruptcy proceedings.
- PARK PLACE, SANTA CLARITA, LOS ANGELES CO., 522 acres of raw land with Approved Tentative Tract Map for 492 residential lots.
- JP RANCH, CALIMESA, RIVERSIDE CO., 38 acres dedicated for open space/wildlife corridor
- NAKASE NURSERY, LAKE FOREST, ORANGE CO., 120 unentitled land, General Plan for business park use.

- CHINO HILLS, CHINO, SAN BERNARDINO CO., 400 acres of open space.
- UNIVERSITY PARK, PALM DESERT, RIVERSIDE CO., 165 Acres partially improved land with Approved Tentative Tract Map for 169 lots
- ADAMS CANYON RANCH, SANTA PAULA, VENTURA CO., 4,714 acres of vacant land adjacent to the City of Santa Paula.
- DOS VIENTOS, THOUSAND OAKS, VENTURA CO., 1,000 acres of vacant, raw land.
- CHINO PRESERVE, CHINO, CA-Southerly portion of master planned community consisting of approximately 614 acres and entitlements for 4,566 residential units and commercial development. Purpose was for estate planning.
- MESA VERDE ESTATES SPECIFIC PLAN, CALIMESA, CA-Master planned community with 1,492 acres and entitlements for 3,450 units plus commercial development. Purpose was for bankruptcy proceedings.
- SUNSET RIDGE, WILDOMAR, CA-Master planned community consisting of approximately 792 acres and proposed for about 1,180 residential units. Purpose was for buy-out of partner.
- SHEA TRILOGY, RIVERSIDE CO., CA-Approximately 250 acres of vacant land surrounding an active adult community and golf course adjacent to Corona in unincorporated Riverside County. Purpose was for dedication of Open Space Conservation land and dedication of Wetlands Conservation Easement.
- ONTARIO FESTIVAL, ONTARIO, CA-Proposed mixed-use development on approximately 24 acres consisting of 311 residential units and 2.5 acres of commercial entitlements. Purpose was for bankruptcy proceedings.
- TALEGA VALLEY, SAN CLEMENTE, CA-Orange County, coastal master planned community consisting of 3,479 acres and more than 4,000 residential lots with commercial, support institutional and recreational uses.
- MCAS TUSTIN, CA-Former Tustin Marine Corps Base master planned for a 1,288 acre community to be improved with more than 1,500 residential units/lots with industrial, commercial support institutional and recreational uses.
- DANA POINT HEADLANDS, DANA POINT, CA-Raw land with potential for approximately 200 ocean oriented residential lots plus hotel and commercial site.
- FORSTER RANCH, SAN CLEMENTE, CA-Master planned community with about 534 acres and 1,037 residential lots plus recreational uses.
- PORTA BELLA, SAUGUS/NEWHALL, CA-Specific plan for approximately 2,900 lots along with retail, commercial & industrial land uses on 996 acres.
- BEL MARIN KEYS V, MARIN COUNTY, CA-Specific plan for approximately 800 residential lots on more than 1,600 acres with access to San Francisco Bay.
- EL DORADO HILLS, EL DORADO COUNTY, CA-Specific plan for approximately 2,700 lots/units on 2,245 acres including about 200 acres of commercial/industrial uses.
- SADDLEBACK MEADOWS, ORANGE COUNTY, CA-Planned for approximately 705 lots on 222 acres.
- SERRANO HEIGHTS, ORANGE COUNTY, CA-Specific plan for 1,210 lots/units on 533 acres including recreational uses.
- MISSION OAKS RANCH, BUELTON AREA, SANTA BARBARA COUNTY, CA-Approximately 3,900 acres of raw grazing land planned for "ranchet" development.
- PARADISE HILL, SAN BERNARDINO, CA-Specific plan for 504 lots on approximately 402 acres.
- Two single family subdivisions in the Village of Northwood, Irvine.
- Stonecrest Village, San Diego. Single family residential subdivision with 88 lots with average size of 4,500 square feet.
- Orangecrest Hills, Riverside. Single family residential subdivision with 132 lots with minimum lot size of 7,200 square feet.
- Laguna Beach/Crystal Cove State Park. Total of approximately 40 acres for possible exchange of land between State of California, school district and private land owner.
- Peninsula Pointe, Rancho Palos Verdes. Residential subdivision with 37 lots ranging from 12,000 to 25,000 square feet.
- Single family subdivision in Tustin Ranch. 162 lots with 6,390 square foot minimum lots sizes.
- Single family subdivision in Aliso Viejo. 154 lots with 5,100 square foot minimum lot size.
- Canyon Vista, Oceanside. Approximately 55 acres approved for 93 lot single family subdivision.
- Santa Rosa Colony II, Ventura Co. Approximately 50 acres of raw land. Potential for development with low density subdivision.
- Rancho San Clemente. 84 lot single family subdivision with lots 5,000 square foot minimum size.
- Brentwood project in Rancho Cucamonga. Proposed, 90 lot residential subdivision with 9,000 square foot minimum lot size.
- Willowbrook project in Mountain Gate Planned Community, Corona. Lots in an existing subdivision totaling 51 with a minimum lot size of 7,200 square feet.
- Heather Ridge project in Mountain Gate Planned Community, Corona. Lots in an existing subdivision totaling 58 with a minimum lot size of 4,750 square feet.
- Long Canyon, Simi Valley. Total of 1,813 acres with entitlement for 652 residential units, all single family detached.
- One Park Place, Irvine. Remaining 26 acre site which is a portion of an existing apartment project.
- Las Flores Planned Community, South Orange County. Proposed 147 lot subdivision with 2,464 square foot minimum lot size.
- Las Flores Planned Community, South Orange County. Proposed 48 lot subdivision with 6,000 square foot minimum lot size.
- Twenty mile corridor for Foothill/Eastern Transportation Corridor. Right-of-way runs through unincorporated Orange County territory and through the cities of Anaheim, Orange and Irvine. Total land area of 468 acres acquired for right-of-way and approximately 28,800 acres appraised.

Land Dispositions

Responsible for managing and conducting the analysis and negotiations for residential subdivision and institutional land sales for the Irvine Company. Mr. Heglar negotiated more than 80 transactions for over \$660 million in Irvine, Newport Beach, Tustin and Orange, CA.

- Westpark
- Northwood
- Newport Coast
- Tustin Ranch
- Santiago Hills

Land Acquisitions

Responsible for managing and conducting the analysis and negotiations of residential subdivision land for Pulte Homes in Orange, Riverside and San Diego Counties, CA. A total of 27 transactions for more than 7,300 lots/units and a total land purchase of more than \$433 million.

- ALDERBROOK, LAKE ELSINORE, CA-Canyon Hills Master Plan Community, 143 SFD lots on approximately 28.6 acres.
- ASHTON HILLS, RIVERSIDE COUNTY, CA-196 SFD lots on approximately 140 acres.
- ST. AUSTELL II, PERRIS, CA-117 SFD lots on approximately 15.6 acres.
- ST. CROIX, PERRIS, CA-155 SFD lots on approximately 20.7 acres.
- AVERLY LANE, SAN DIEGO COUNTY, CA-4S Ranch Master Planned Community, 75 SFD lots on approximately 20 acres.
- WINCHESTER HILLS, RIVERSIDE COUNTY, CA-Approximately 500 SFD lots & SFA units within Winchester Hills Specific Plan on about 127 acres.
- BELLA ROSA, IRVINE, CA-104 SFD lots on 14.0 acres on The Irvine Ranch.
- BREMERTON, RIVERSIDE COUNTY, CA-108 SFD lots on approximately 21.6 acres.
- CACHETTE, IRVINE, CA-110 SFD lots in Irvine Ranch master planned community of Woodbury on approximately 16.9 acres.
- STELLAN RIDGE, RIVERSIDE, CA-104 SFD lots on 204 acres.
- CHASE RANCH, CORONA, CA-217 SFD lots on 160 acres. Approximately 90 lots subsequently sold to another builder.
- KUNNEY RANCH, RIVERSIDE, CA-149 SFD lots on 143 acres.
- KUO RANCH, RIVERSIDE, CA-23 SFD lots on 49.1 acres.
- CLAIBORNE, LADERA RANCH, MISSION VIEJO, CA-75 SFD lots on approximately 14.8 acres.
- MEADOWS @ MORGAN VALLEY, TEMECULA, CA-67 SFD lots on approximately 16.8 acres.
- MURRIETA HILLS, MURRIETA, CA-Approximately 1,000 lots for a proposed Del Webb active adult community on 985.2 acres.
- RANCHO DIAMANTE, HEMET, CA-Joint venture for approximately 3,000 SFD lots on about 700 acres. Approximately half of the project to be a Del Webb active adult community.
- SABELLA, SAN CLEMENTE, CA-75 SFD lots on approximately 16.7 acres in the Talega Valley master planned community.
- SAN ELIJO RIDGE, SAN DIEGO COUNTY, CA-131 SFD lots in the San Elijo Master Plan on approximately 32.8 acres.
- SOLSTICE, IRVINE, CA-68 SFD lots in the Irvine Ranch master planned community of Quail Ridge on approximately 20 acres.
- ST. AUSTELL, PERRIS, CA-117 SFD lots in the Avalon master planned community on approximately 17.4 acres.
- STONES THROW, LAKE ELSINORE, CA-126 SFD view lots on approximately 28 acres.
- TIFFANY HILLS, MURRIETA, CA-180 SFD lots on approximately 305 acres.
- VINEYARD ESTATES, MURRIETA, CA-41 lots on approximately 8.2 acres.
- WATERMARK, LAKE ELSINORE, CA-133 SFD view lots on approximately 29.6 acres.
- WEATHERLY @ CANYON HILLS, LAKE ELSINORE, CA-131 SFD lots on approximately 23.8 acres within master planned community of Canyon Hills.
- RANCHO HIGHLANDS, TEMECULA, CA-210 SFA units on approximately 21.1 acres.

Representative Clients:

Attorneys:

Allen, Matkins, Leck, Gamble, Mallory & Natsis, LLP
Friedman, Stroffe & Gerard, P.C.
Jackson, De Marco, Peckinpaugh & Titus
Palmieri, Tyler, Wiener, Wilhelm & Waldron
Paul, Hastings, Janofsky & Walker
Rutan & Tucker, LLP
Songstad & Randall, LLP

Financial Institutions, Real Estate Management & Development Companies:

Bank of America
First Interstate Mortgage
Housing Capital Company
Wells Fargo Bank
Prudential Insurance Company
Westcap Corporation
Lewis Operating Company
BETEK
The Shopoff Group
Presley Homes
John Laing Homes
Richmond American Homes
Pulte Homes
Standard Pacific Homes
Taylor Woodrow Homes
The Irvine Company
William Lyon Homes
William Lyon Asset Management

Governmental Agencies/Institutions:

City of Fullerton
City of Irvine
City of Tustin
City of Los Angeles
Federal Deposit Insurance Corporation
County of Orange
Irvine Ranch Water District
Irvine Unified School District
Metropolitan Water District of Southern California
United States Department of Navy
University of California, Irvine



INDEPENDENT CONTRACTOR MASTER AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **August 18, 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".

LEADERSHIP ASSOCIATES

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: **\$97,000.00** in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is from **July 1, 2016 through June 30, 2017** 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: August 17, 2016

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

Email Address: _____
FEIN: _____



LEADERSHIP ASSOCIATES, LLC
50-855 Washington Street #C-205
La Quinta, CA 92253
Phone (760) 771-4277

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **July 2016** between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor, and **CAPISTRANO UNIFIED SCHOOL DISTRICT** hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will provide services during the 2016-17 school year as delineated in the attached Scope of Work.

The District agrees to pay the Contractor an amount **not to exceed NINETY-SIX THOUSAND, ONE HUNDRED DOLLARS (\$96,100)** for services provided. The Contractor will submit quarterly invoices to the District. Payments are due within 30 days of receipt of invoice.

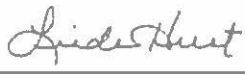
Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES, LLC
Taxpayer ID#: 68-038 3653

DISTRICT:
CAPISTRANO UNIFIED SCHOOL DISTRICT

By 
Name Linda Hunt, Office Administrator
Date July 2016

By _____
Name _____
Date _____

SCOPE OF WORK
 Capistrano Unified School District
 2016-2017

The Scope of Work describes the responsibilities and commitments of
 Leadership Associates and Capistrano Unified School District

These tasks will be performed from July 2016 through June 2017 at a cost not to exceed \$96,100

Consultant/Services	Days
<u>Rich Thome</u> <ul style="list-style-type: none"> • Provide support and advisement for Assistant Superintendent of Human Resources • Follow-up on both strategies and progress in building "smart and healthy" leadership teams throughout the district • Support the development of communication strategies with all principals • Assist in the development of succession planning strategies for the management team 	10 Days
<u>Mike Miller and Paul Mercier (10 days each)</u> <ul style="list-style-type: none"> • Provide support and advisement to the Assistant Superintendent of Elementary Education and staff • Continue to review and monitor the elementary schools implementation of the "Re-imagining Process" • Assist in the development and evaluation of parent surveys and other metrics for success • Provide assistance and advice regarding leadership strategies for the successful implementation of the "Re-Imagining Process" • Follow-up on both strategies and progress in building "smart and healthy" leadership teams throughout the district 	20 Days
<u>Jeannie Murphy</u> <ul style="list-style-type: none"> • Provide support and advisement to the Associate Superintendent of Educational Services in ways that are aligned to the teaching and learning goals of the district • Assist with follow-up and integration of the principles of a "smart and healthy" organization along with the principles of "The 4 Disciplines of Execution" • Serve as a thinking partner on school and classroom visits as a way to build relationships in the district, provide clarity, and strengthen the selected areas of focus for teaching and learning 	10 Days

<p><u>Kent Bechler</u></p> <ul style="list-style-type: none"> • Provide support and advisement for the superintendent on an as needed basis including areas such as governance protocols and policies • Follow-up on both strategies and progress in building a "smart and healthy" leadership team with a special emphasis on coherence and clarity with the cabinet 	<p>10 Days</p>
<p><u>Cabinet and Extended Cabinet Workshops</u></p> <ul style="list-style-type: none"> • Provide two half-day workshops for each group on the principles of developing a "smart and healthy" organization. Examples of outcomes could include: <ul style="list-style-type: none"> a) Team Effectiveness: Trust and practicing conflict in healthy ways b) Going deeper with DISC and using the results to build a healthy leadership team c) Clarity on the answers to the six critical questions: <ol style="list-style-type: none"> 1) Why do we exist? 2) How do we behave? 3) What do we do? 4) How will we succeed? 5) What is most important, right now? 6) Who must do what? d) Continued cross divisional opportunities to solve authentic issues using the principles of smart and healthy Messaging: Developing and practicing messaging with various interest groups 	<p>12 Days</p>
<p>TOTAL</p>	<p>62 Days</p>

FIRST AMENDMENT TO PSA NO. 1617021

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND AUGMENTATIVE
COMMUNICATION THERAPIES

This First Amendment to PSA No. 1617021 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Augmentative Communication Therapies (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on Board Date, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to increase the contract amount so that Consultant may continue to provide assistive augmentative communication services and assessment of District students;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence in the paragraph entitled Fees and Expenses, is amended to read as follows: The total amount of services requested by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed **\$5,500** annually in aggregate under this Agreement.

All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Augmentative Communication Therapies

By: _____
Signature

By: _____
Signature

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date: August 17, 2016

Date: _____



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of July 1, 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".

AUGMENTATIVE COMMUNICATION THERAPIES

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 **\$2,500.00** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for July 1, 2016 to June 30, 2017 from the Effective Date, 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: Janet Polite
Title: Supervisor, Purchasing
Board Approval Date: June 22, 2016

CONSULTANT

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

Email Address: _____
FEIN _____

Exhibit A

Fee Schedule



Cynthia Cottler, M.A., M.Ed., C.C.C., SLP #4349
Executive Director
Augmentative Communication Specialist
License # SP 4349

Fees for Services* (fees for service – no insurance accepted):

• 1 hour assessment plus formal written report	\$ 950.00
• 1 hour consultation session	\$ 155.00
• 1 hour individual therapy session (services provided in office or school)	\$ 155.00
• 1 hour system development and system construction	\$ 155.00
• 1 hour individual staff training session	\$ 600.00
• 2 hours staff inservice and training	\$ 900.00
• 3-4 hour workshop	\$ 1600.00
• full day seminar	\$ 3000.00
• travel expense for locations outside 30 mile radius (per hour of driving)	\$ 155.00

960 E. Green Street, Suite 203 • Pasadena, California 91106
Phone / Fax (626) 351-5402 • cacottier@dslextreme.com

By: _____

Date: _____

FIRST AMENDMENT TO EXTENSION NO. 2 OF ICA 1213179

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND CONTEMPORARY SERVICES CORPORATION

This First Amendment to Extension No. 2 of ICA No. 1213179 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Contemporary Services Corporation (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on June 10, 2015, District's Board of Trustees approved Extension No. 2 of ICA 1213179 ("Agreement") with Consultant for the term from February 28, 2015 through February 27, 2016 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend the term of said Agreement;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence is amended to read as follows: The contract with Capistrano Unified School District and Contemporary Services Corporation shall be extended an additional twelve months (12) months, covering the period February 28, 2015 through June 30, 2016, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$150,000 annually.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Contemporary Services Corporation

By: _____
Signature

By: _____
Signature

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date: August 17, 2016

Date: _____

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213179**

WITH

CONTEMPORARY SERVICES CORPORATION

The Independent Contractor Agreement ICA 1213179 with Capistrano Unified School District and Contemporary Services Corporation called for an original contract period of February 28, 2013 through February 27, 2014.

The contract with Capistrano Unified School District and Contemporary Services Corporation shall be extended an additional twelve (12) months, covering the period February 28, 2015, through February 27, 2016, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$150,000 annually.

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

DISTRICT

Capistrano Unified School District

By: _____
Signature

Lynh R. Rust
Print name

Executive Director Contracts & Purchasing
Title

Board Approval Date: June 10, 2015

CONSULTANT

Contemporary Services Corporation

By: _____
Signature

PAUL H. McDERMOTT JR
Print Name

BRANCH MANAGER
Title

Date: JULY 1, 2015



INDEPENDENT CONTRACTOR AGREEMENT

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

Contemporary Services Corporation

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

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

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

NOW, THEREFORE, the Parties agree as follows.

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal RFP No. 5-1213 which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

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

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

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

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

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

DISTRICT

By: [Signature]
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 2/27/2013

CONTRACTOR

Signature: [Signature]
Name: James H. Semko
Title: Vice President
Address: 17401 Superior St
Northridge CA 91325
Email Address: jsemko@CSC-USA.COM
FEIN/SSN: 95-2832166

SPECIAL CONDITIONS

The following serves as Special Conditions to Independent Contractor Agreement No. ICA 1213179 and RFP Scope of Services to be Provided.

RFP - Scope of Services to be Provided, Page 10-11, Section A.35, Service Credit, delete section in its entirety and replace with:

Service Credit

Contractor guarantees that security guards assigned to District sites will report on time, fit for duty, in proper uniform, and properly instructed, oriented, and supervised. Contractor guarantees that service requirements will be identified and will receive proper response. Contractor will communicate regularly (at least once a month) with each facility site supervisor. If at any time, Contractor fails, in the view of both the District and Contractor, to provide any service as agreed, Contractor shall issue a "service credit" to the District. A "service credit" for each incident of failure shall be a minimum of one (1) complete security guard work shift or eight (8) times the hourly rate charged by the Contractor. Such credit shall be issued in the form of a credit memo to the facility site supervisor which will be redeemed at the District's discretion. Service Credit is to be paid, in addition to, any deduction for hours not worked.

RFP - Scope of Services to be Provided, Page 11-12, Section A.36, Default by Contractor, delete section in its entirety and replace with:

Default by Contractor

Contractor may be considered in default of the contract under any one or more of the following circumstances and District may demand, with Contractor's consent, a Service Credit for each violation of the Agreement as well as forming a basis for breach and damages:

- Use of a security guard or security guards who do not possess a valid guard registration card issued by the State of California
- Failure of Contractor to provide service within the time frame agreed upon after notification to do so
- Failure of Contractor to correct deficiencies in service or failure of Contractor to provide adequate administrative and supervisory functions in the view of a neutral arbiter agreed upon by both the District and Contractor.
- Failure of Contractor to provide an adequate number of personnel more than three times within thirty days at any District facility
- Submission of inaccurate or falsified invoices, clock tapes, incident reports or time sheets by Contractor
- Involvement in a fraudulent or illegal act against the District by an employee of the Contractor
- Failure of Contractor to maintain the required insurance policies in full force and effect
- Failure of Contractor to remove a particular employee from performing on the contract, at the District's request.
- Failure of Contractor to fulfill any other obligation contained in the contract award
- Failure of Contractor to maintain licenses and permits as required by any governmental agency
- Failure of District to terminate the contract for any of the reasons stated above, or to insist upon strict performance of any of the terms of the contract shall not constitute a waiver of any part of the contract. The contract shall be and remain in full force and effect until District calls a formal default and demands remedy.

Remedies in Case of Default

Should the District determine a contractor to be in default of the contract on the grounds noted

above, the determination shall be final. In such event, the District may proceed, but is not limited to, with the following:

- Instruct Contractor to immediately correct the deficiency causing the default
- Demand with Contractor's consent, a Service Credit
- Terminate the contract after Contractor has been given ten (10) days to cure the default

RFP – General, Page 13-14, Section B.7, Insurance, delete section in its entirety and replace with:

Insurance

Vendor agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect vendor and District against liability or claims of liability, which may arise out of the agreement. In addition, vendor agrees to provide an endorsement to this policy stating: "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, vendor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Vendor agrees to name District and its officers, agents and employees as additional insureds, subject to and limited by the indemnification provisions of the final agreement between the parties, under said policy.

RFP – General, Page 23, Certificate of Liability Insurance, delete and replace with:

Certificate of Liability Insurance

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

The Capistrano Unified School District must be named as additional insured, subject to and limited by the indemnification provisions of the final agreement between the parties, and certificate holder on the Certificate of Liability Insurance form Accord 25 (Page 1, see attached).

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the Capistrano Unified School District as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement

The Capistrano Unified School District is named as additional insured, subject to and limited by the indemnification provisions of the agreement between the Capistrano Unified School District and Contemporary Services Corporation. Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory.

Independent Contractor Agreement - Page 35, General Conditions, Section 7, Termination, delete section in its entirety and replace with:

Termination

District may terminate the Agreement for cause or upon Contractor's breach of any provision of the Agreement if

~~such breach is not cured within ten (10) days.~~ Cause means (a) any act of dishonesty or a plea of no contest to a felony or any crime involving moral turpitude; (b) negligence in the performance of duties under the Agreement, and (c) constant refusal to perform reasonable and lawful duties assigned under the Agreement. Contractor may terminate the Agreement at any time upon fifteen (15) days' prior written notice to District. Contractor and District each agree to sign any documents reasonably necessary to complete Contractor's discharge or withdrawal. Upon termination of the Agreement for any reason, Contractor's fees will be prorated based on the work actually completed at the time of termination for work which is then in progress, to and including the effective date of such termination. Unless other terms are set forth in the Agreement, District will reimburse Contractor for previously approved expenses in compliance with the policies of the District.

Independent Contractor Agreement - Page 35, General Conditions, Section 9, Hold Harmless, delete entire section and replace with:

Hold Harmless

Contractor agrees to and shall defend, indemnify and hold harmless the District, its Governing Board, officers, agents, employees, and volunteers from all claims, including active and passive claims, losses, costs, reasonable attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of the sole negligence of Contractor or its subcontractors, whether authorized by this Agreement or not. The foregoing duty of Contractor to indemnify shall not apply to any liability, cost or expense arising out of the negligence or willful misconduct of the District, its Governing Board, officers, agents, employees, and volunteers, nor to the independent acts of third parties not affiliated with Contractor. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of District or any of its agents or employees.

Independent Contractor Agreement - Page 35, General Conditions, Section 9, Insurance, delete entire section and replace with:

Insurance

Pursuant to Section 9, Contractor agrees to carry commercial general liability insurance and automobile liability insurance with limits of One Million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of the Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating: "Such insurance as is afforded by this policy shall be primary and any insurance carried by District shall be excess and noncontributory." No later than the actual start date, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name District and its officers, agents and employees as additional insureds, subject to and limited by the indemnification provisions of the final agreement between the parties, by separate endorsement under said policy.

ADDITIONAL TERMS

I. STAFF LEVELS

Staffing levels and specific posts will be determined by the District following consultation with CSC. The District shall have the final decision as to the number of CSC's personnel to be used and the deployment (i.e., placement at the job site). The District agrees that for all requests for CSC personnel: (i) at least one Supervisor shall be ordered and such Supervisor shall act as the Event Coordinator where the personnel request is for less than ten (10) personnel; (ii) for any event where ten (10) or more personnel are requested, an Event Coordinator shall be ordered,

and, (iii) for every ten (10) CSC personnel requested, a minimum of one (1) Supervisor shall be ordered. The Event Coordinator and Supervisors shall not be assigned or included in the fixed postposition order.

2. EVENT REPORTING TIMES

CSC requires time prior to an Event for the briefing and distribution of employees at the job site. The following reporting time requirements shall be used:

- a. Where the number of employees ordered is ten (10) or less, the reporting time shall be fifteen minutes prior to the facility opening.
- b. Where the number of employees ordered is more than ten (10) but less than fifty-one (51), the reporting time shall be thirty (30) minutes prior to the facility opening.
- c. Where the number of employees ordered is fifty-one (51) but less than one hundred (100), the reporting time shall be forty-five (45) minutes prior to the facility opening.
- d. Where the number of employees ordered is one hundred one (101) but less than two hundred (200) then the reporting time shall be one (1) hour.
- e. Where the number of employees ordered is two hundred one (201) or more, the reporting time shall be one and one-half (1-1/2) hours.

3. PAYMENTS AND TERMS

Invoicing: Contractor shall submit invoices to the District on a monthly basis. Each school site will provide Contractor with a purchase order number and contact Contractor directly to schedule services. Invoices must show the hours worked and the hourly rates. Invoices must be submitted separately for each school site services were performed and must reference the purchase order number assigned. Invoices are to be sent to:

Capistrano Unified School District
Attn: Accounts Payable
33122 Valle Road
San Juan Capistrano, CA 92675

Payments: All payments made by the District to CSC to be remitted as follows

If by mail to:	Contemporary Services Corporation PO Box 511282 Los Angeles, CA 90051-7838
If Via overnight/Fed Ex to	US Bank c/o lockbox 511282 Attn: Wholesale Lockbox 16420 Valley View Ave La Mirada, CA 90638

4. COMPENSATION

A. If State, Federal, local city or county Minimum Wage Standards, applicable Living Wages, governmentally mandated health benefits payments or related levies or taxes or the like are increased or levied, as the case may be, against CSC during this Agreement, the rates paid to CSC by the District shall be adjusted by any such increase, levy, payments or taxes, times 1.4 to reflect the increase in minimum wages and/or related benefits payments, levies or taxes. There must be a 30 day notice of increase in writing, substantiated by documentation.

B. If DISTRICT requests a specific CSC employee or specifies certain acceptable employees who may work an Event or position, the District shall pay the base rate by classification for such employee (e.g., a Supervisor being positioned at a non-Supervisor spot).

C. The District shall pay one and one-half (1-1/2) times the rates for all services provided on the following holidays (except as noted, holidays shall be celebrated on the day observed by the Federal Government):

New Year's Day (January 1)	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Easter Sunday	Christmas Eve
Memorial Day	Christmas Day (December 25)
Independence Day (July 4)	New Year's Eve

5. EMPLOYMENT OFFERINGS

The District understands the time and expense CSC incurs to recruit and train employees and the District, therefore, agrees not to solicit, offer to hire, or hire, CSC's employees (defined as anyone employed by CSC during this Agreement or within one (1) year prior to such solicitation, offering or hiring, whichever is longer) to provide the same services provided by CSC hereunder either during the term of this Agreement or for a period of one (1) year thereafter, without first obtaining the written consent of CSC. The parties agree that it would be difficult and impractical to calculate the damage sustained by CSC and its operations as a result of violation of this paragraph. Therefore, should the District violate this paragraph and not correct such violation within fifteen (15) business days of receiving written notice from CSC, the District agrees to pay a hiring and placement fee to CSC of twenty percent (20%) of the employee's expected first year's gross earnings from the District or five thousand dollars (\$5,000.00), whichever is greater, in recognition of the time and expense incurred by CSC to recruit, hire and train its employees, and the reasonable costs and attorney's fees to collect those liquidated damages regardless of whether or not suit is filed.

6. RADIOS

The fee for radios will be waived.

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1213179**

WITH

CONTEMPORARY SERVICES CORPORATION

Independent Contractor Agreement No. ICA 1213179 with Capistrano Unified School District and Contemporary Services Corporation are called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213179 shall be amended to \$150,000 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on February 27, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

Capistrano Unified School District

By: 
Signature

Terry Fluent

Director, Purchasing

Date: 10/23/14

CONSULTANT

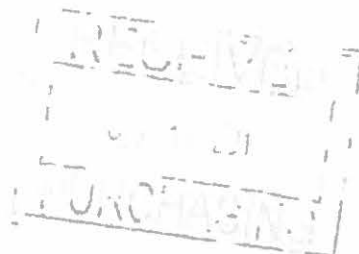
Contemporary Services Corporation

By: 
Signature

PAUL McDERMOTT
Print Name

BRANCH MANAGER
Title

Date: OCTOBER 7, 2014



EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213179

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CONTEMPORARY SERVICES CORPORATION

The Independent Contractor Agreement ICA 1213179 with Capistrano Unified School District and Contemporary Services Corporation called for an original contract period of February 28, 2013 through February 27, 2014.

The contract with Capistrano Unified School District and Contemporary Services Corporation shall be extended an additional twelve (12) months, covering the period February 28, 2014, through February 27, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$90,000 annually.

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

DISTRICT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: 2/16/14

CONSULTANT

Contemporary Services Corporation

By: Paul McDermott
Signature

PAUL McDERMOTT
Print Name

BRANCH MANAGER
Title

Date: JAN 30, 2014

FIRST AMENDMENT TO MCA NO. 1617073

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND NEW HAVEN YOUTH AND
FAMILY SERVICES

This First Amendment to MCA No. 1617073 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and New Haven Youth and Family Services (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on July 20, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 1617073 to reflect the rate increase adopted by the Orange County Department of Education for services provided by Consultant to District students with special needs;

NOW, THEREFORE, said Agreement is amended as follows:

1. Exhibit A is now superseded by Exhibit A-1.
2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

New Haven Youth and Family Services

By: _____
Signature

By: _____
Signature

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date: August 17, 2016

Date: _____

Exhibit A-1
New Haven Youth and Family Services
2016-2017 Rates
Capistrano USD

Services	Fee	Duration	Notes
<i>Non-Public Education:</i>			
Special Education - Day Student	\$139.00	Day	
Special Education - Residential Student	\$124.00	Day	
<i>Related Services:</i>			
One-to-One Behavioral Aide	\$30.00	Hour	Classroom Aide
Psychological Assessment (530)	\$75.00	Hour	
Occupational Therapy	\$100.00	Hour	
Speech & Language Services	\$100.00	Hour	
Transportation - School (Resident)	IRS Reim. Rate	Per mile	M-F from New Haven Home to School
Transportation - Therapeutic Home Pass	IRS Reim. Rate	Per mile	School to designated Drop-off point
Transportation - School (Day Student)	See Attachment A		
Vocational Services (Group)	\$65.00	2 Hours	Life Skills and Employability Program
<i>Community Based Services:</i>			
Intensive Community Based Case- Management Services - WRAP (525-SW) (At least 3 hrs/week of services)	\$2,200.00	Monthly	All Inclusive rate includes: (Case Management, Therapy, Behavioral Specialist, Crisis Management)
Individual Counseling (510-12)	*Contact for rate	Hour	Community Based
Parent Counseling (520-12)	*Contact for rate	Hour	Community Based
Behavior Intervention Specialist (535)	*Contact for rate	Hour	Community Based
Group Counseling & Guidance (515)	*Contact for rate	Hour	Community Based (Per Client)
Individual Counseling (510)	*Contact for rate	Hour	New Haven Office
Parent Counseling (520)	*Contact for rate	Hour	New Haven Office
Social Work Services (525)	*Contact for rate	Hour	New Haven Office
<i>Residential Program:</i>			
Residential Room & Board	\$9,182.00 (Confirmed 2.76% rate increase per All County Letter 16-57)	Month	All Inclusive rate includes: Mental Health Services (Normal Individual, Group, Family therapy as specified in student's IEP). Rate does not include cost of Psychiatric Medication.

**New Haven Youth & Family Services
2016-2017 Proposed Transportation Fees
Capistrano Unified School District
Attachment A**

Day Student Transportation Fees

Base Fees will not be tied to any student

Inv. separately

# of Students	Base Fee	Students	Rate (R/T)
Student 1	\$170	Students 1-3	\$50.00 per day
Student 2			\$50.00 per day
Student 3			\$50.00 per day
Student 4	\$60 (Extra Staff / 1st Vehicle)	Students 4-6	\$50.00 per day
Student 5			\$50.00 per day
Student 6			\$50.00 per day
Student 7	\$170 (2nd Vehicle)	Students 7-9	\$50.00 per day

*Daily Fees will be charged for all attempts to pick up students



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

NEW HAVEN YOUTH AND FAMILY SERVICES

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: July 20, 2016

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A
RATES

District agrees to pay fees and expenses at the rates as set forth in this Exhibit A as follows:

EXHIBIT A: RATES**CONTRACTOR New Haven Youth and Family Services****2016-2017****(NONPUBLIC SCHOOL OR AGENCY)****(CONTRACT YEAR)****CONTRACTOR NUMBER 37-68452-7072713****Per CDE Certification, total enrollment may not exceed 4 classrooms If blank the number shall be as determined by CDE Certification.**

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

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

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Rate	Period
\$124.00	Daily
\$139.00	Daily

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

B. Related Services – See attachment A for transportation breakdown

(1)	a. Transportation	\$50.00	Per day
	b. Transportation – One Way		
	c. Transportation – Residential Student	IRS Rate	Per mile
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$ 30.00	Per hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual	\$100.00	Per hour
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Intensive Community Based Case-Management (at least 3 hours week of service). All Inclusive Rate (Case management, Therapy, Behavioral Specialist, Crisis Management) Speech and Language Services	\$2,200.00	Per week
		\$ 100.00	Per hour
(10)	Vocational Services	\$ 65.00	Per hour
(12)	Residential Board and Care Mental Health	\$9,182.00	Per month
(13)	Residential Mental Health Services		

FIRST AMENDMENT TO MCA NO. 1617074

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND BOYS TOWN CALIFORNIA

This First Amendment to MCA No. 1617074 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Boys Town California (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on July 20, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 1617074 to reflect the rate increase adopted by the Orange County Department of Education for services provided by Consultant to District students with special needs;

NOW, THEREFORE, said Agreement is amended as follows:

1. Exhibit A is now superseded by Exhibit A-1.
2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Boys Town California

By: _____
Signature

By: _____
Signature

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date: August 17, 2016

Date: _____



NPA FEE SCHEDULE

Behavior Intervention:

- Boys Town California In-Home: Behavior counseling and/or guidance services for students and/or parents: \$156.00 per hour

Behavior Intervention Design & Planning:

- Boys Town California In-Home: Behavior counseling and/or guidance services for students and/or parents: \$186.00 per hour

Non-Medical Care and Room and Board, Residential/Group Home

- Boys Town California Family Home program. Boys Town's fee is the current State of California Group Home Standard Rate Schedule for RCL Level 12. As of July 2016, the fee is \$9,182.
 - Current rates may be found at <http://www.childsworld.ca.gov/res/pdf/StandardRateSchedule.pdf>

Psychological Services/Boys Town California Behavioral Health Clinic: Counseling and/or training for youth, parents, and families, psychological testing, and consultation

Services provided in English, Spanish, and Tagalog/Filipino by doctors of Psychology

- Behavioral health counseling and/or training for students, parents, & families: \$185/hour (initial visit is \$300)
- Psychological testing: \$220/hour
- Consultation: \$185/hour

2223 E. Wellington Avenue, Suite 350
Boys Town California 92701 | 714.558.0303
Andrea.Bach@boystown.org | www.boystown.org

Saving Children, Healing Families



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("Agreement") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("LEA or District") and the contractor listed below ("Contractor")

BOYS TOWN CALIFORNIA, INC.

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: July 20, 2016

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A
RATES

District agrees to pay fees and expenses at the rates as set forth in this Exhibit A as follows:

EXHIBIT A: RATES

CONTRACTOR Boys Town, California Inc.
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 1A-30-216

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed ____ If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
_____	_____
_____	_____
_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of ____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of ____	_____	_____
	c. Adapted Physical Education – Group of ____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	Behavior Intervention	_____	_____
	a. Behavior Intervention	\$156.00	Per hour
	b. Behavior Intervention- Design & Planning	\$186.00	Per hou
(10)	IEP Attendance	_____	_____
(12)	Residential Board and Care	\$9,182.00	Per month
(13)	Residential Mental Health Services	_____	_____
		_____	_____

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

**By credentialed Special Education Teacher.

FIRST AMENDMENT TO EXTENSION NO. 2 OF ICA 1213171

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND STRATEGIES FOR SUCCESS

This First Amendment to Extension No. 2 of ICA No. 1213171 ("Agreement") is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Strategies for Success (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on December 10, 2014, District's Board of Trustees approved Agreement with Consultant for the term from January 24, 2015 through January 23, 2016 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend the term of the Agreement;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence is amended to read as follows: The contract with Capistrano Unified School District and Strategies for Success, shall be extended for an additional twelve (12) months, covering the period January 24, 2015 through June 30, 2016, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$15,000.00.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Strategies for Success

By: _____

Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: August 17, 2016

By: _____

Signature

Print Name

Title

Date: _____

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213171**

WITH

STRATEGIES FOR SUCCESS

The Independent Contractor Agreement ICA 1213171 with Capistrano Unified School District and Strategies for Success, called for an original contract period of January 24, 2013 through January 23, 2014.

The contract with Capistrano Unified School District and Strategies for Success, shall be extended an additional twelve (12) months, covering the period January 24, 2015 through January 23, 2016, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$15,000.00.

Except as set forth in this Extension Agreement, and Board approved on January 24, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: [Signature]
Signature

Lynh N. Rust
Print name

Executive Director, Contracts &
Purchasing
Title

Date: 03.00.15

Strategies for Success

By: [Signature]
Signature

Rebecca Romo
Print Name

Owner / Director
Title

Date: 1/31/15

Strategies for Success

Fee Schedule

Academic Coaching and Tutoring Program (ACTP)

- Initial interview— Winter Special! \$45
- Academic and Learning Skills Profile & Follow-up Meeting- \$475
- ACTP sessions - \$65
- Classroom observation- \$85 per observation
- Teacher consultation
 - Onsite at your child's school - \$85 per hour
 - Phone consultation -first 15 minutes free, \$25 per half hour thereafter
- Home visit—\$85 per hour

Social Skills Training Programs

- Initial interview-- Winter Special! \$45
- Social Skills R.E.D. Evaluation & Recommendations - \$225
- Individual Social Skills Training Sessions—\$85
 - Package #1 (6 sessions) - \$470 (8% discount)
 - Package #2 (10 sessions)- \$765 (10% discount)
 - Package #3 (14 sessions)—\$1047 (12% discount)
- "Real World" observation—\$85 per hour
- Teacher consultation
 - Onsite at your child's school - \$85 per hour
 - Phone consultation—first 15 minutes free; \$25 per half hour thereafter
- Social Skills Classes—\$325 (6 week class)
- Immersion instruction (ABC Program)—Fee to be determined based upon scheduling

Parenting Education

- Initial interview—\$85
- Sessions—\$85
 - Package #1 (4 sessions)—\$323 (5% discount)
 - Package #2 (8 sessions)—\$612 (10% discount)
- Comprehensive Parent Plan Manual & Two Parent Education Sessions--\$425
- Home visit—\$85 per hour
- Immersion instruction (ABC Program)--Fee to be determined based upon scheduling

Community Education

- Seminar, in-service training, and class options available. Please contact Rebecca Romo for further information.

*Methods of payment accepted: cash or check

Rebecca Romo—Strategies for Success
(949) 606 6092

strategiesforsuccess@cox.net www.learnwithstrategies.com

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213171**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

STRATEGIES FOR SUCCESS

The Independent Contractor Agreement ICA 1213171 with Capistrano Unified School District and Strategies for Success, called for an original contract period of January 24, 2013 through January 23, 2014.

The contract with Capistrano Unified School District and Strategies for Success, shall be extended an additional twelve (12) months, covering the period January 24, 2014 through January 23, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$9,000.00.

Except as set forth in this Extension Agreement, and Board approved on January 24, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

By: 

Signature

Clark Hampton

Print name

Deputy Superintendent, Business &
Support Services

Title

Strategies for Success

By: 

Signature

Rebecca Romo

Print Name

Director / Owner

Title

Date: _____

Date: 1 / 7 / 14



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 24, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

STRATEGIES FOR SUCCESS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services requested by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$6215.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 1/24/14-12/31/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: [Signature]

Name: Terry Fluitt

Title: Director Purchasing

Board Approval Date: 1/24/14

Signature: [Signature]

Name: Strategies for Success Rebecca

Title: Owner

Address: 7311 Valle Road, Suite 100

Capistrano, CA 92675

Email Address: strategiesforsuccess@comcast.net

FEIN/SSN: 652517434

Strategies for Success

Fee Schedule

Academic Coaching and Tutoring Program (ACTP)

- Initial interview— Winter Special! \$45
- Academic and Learning Skills Profile & Follow-up Meeting - \$475
- ACTP sessions - \$65
- Classroom observation - \$85 per observation
- Teacher consultation
 - Onsite at your child's school - \$85 per hour
 - Phone consultation—first 15 minutes free, \$25 per half hour thereafter
- Home visit—\$85 per hour

Social Skills Training Programs

- Initial interview - Winter Special! \$45
- Social Skills R.E.D. Evaluation & Recommendations - \$225
- Individual Social Skills Training Sessions—\$85
 - Package #1 (6 sessions) —\$470 (8% discount)
 - Package #2 (10 sessions) —\$765 (10% discount)
 - Package #3 (14 sessions) —\$1047 (12% discount)
- "Real World" observation—\$85 per hour
- Teacher consultation
 - Onsite at your child's school - \$85 per hour
 - Phone consultation—first 15 minutes free; \$25 per half hour thereafter
- Social Skills Classes—\$325 (6 week class)
- Immersion instruction (ABC Program)—Fee to be determined based upon scheduling

Parenting Education

- Initial interview—\$85
- Sessions—\$85
 - Package #1 (4 sessions)—\$323 (5% discount)
 - Package #2 (8 sessions)—\$612 (10% discount)
- Comprehensive Parent Plan Manual & Two Parent Education Sessions--\$425
- Home visit—\$85 per hour
- Immersion instruction (ABC Program)—Fee to be determined based upon scheduling

Community Education

- Seminar, in-service training, and class options available. Please contact Rebecca Romo for further information

*Methods of payment accepted: cash or check

Rebecca Romo—Strategies for Success
949.606.6092
strategiesforsuccess@cox.net www.learnwithstrategies.com

FIRST AMENDMENT TO ICA 1415182

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SCHOOL SERVICES OF
CALIFORNIA, INCORPORATED

This First Amendment to ICA No. 1415182 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and School Services of California, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on February 11, 2015, District's Board of Trustees approved an Agreement with Consultant for the term from February 12, 2015 through October 30, 2015 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to extend the term of the agreement so that the contract reflects the time frame in which Consultant provided services;

NOW, THEREFORE, said Agreement is amended as follows:

1. The first sentence in the paragraph entitled Term of Agreement, is amended to read as follows: The term of this base Agreement is commencing February 12, 2015 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 years as allowed by Education Code section 17596.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

School Services of California, Incorporated

By: _____
Signature

By: _____
Signature

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date: August 17, 2016

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of February 12, 2015, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

SCHOOL SERVICES OF CALIFORNIA, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Exhibit "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$50,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is commencing February 12, 2015 through October 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

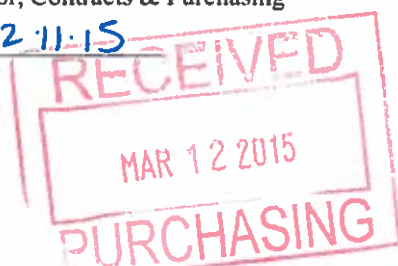
DISTRICT

By: [Signature]

Name: Lynn N. Rust

Title: Executive Director, Contracts & Purchasing

Board Approval Date: 02.11.15



CONTRACTOR

Signature: [Signature]

Name: School Services of CA

Title: Vice President

Address: 1121 L St. #1060

Sacramento, CA 95811

Email Address: _____

FEIN/SSN: 94-2447992

EXHIBIT A

FEE SCHEDULE

SCHOOL SERVICES OF CALIFORNIA, INCORPORATED

1121 Street, Suite 1060
Sacramento, CA 95814
916-446-7517 Phone
916-446-2011 Fax No
maureene@sscal.com

Conduct a total compensation and management organization review analyzing current management job descriptions to ensure current scope of work is accurately reflected in identified job descriptions. In addition, current work calendars will be reviewed to ensure the number of days identified appropriately corresponds to accomplishing the duties and responsibilities of job classifications. Provide recommendations to revise and update management job descriptions, work calendars, and comparative compensation information as well as pertinent District policies.

Issues considered during the review will include, but are not limited to:

- Identification of a list of five to seven school districts in the geographical area for comparing positions and compensation
- Identification and analysis of the job descriptions and salary levels offered for each position
- Determination of how each position compares to that of the other districts in terms of duties and salary levels
- Comparative ranking of salaries offered for each position
- Determination of other benefits offered by each district in the study, including health benefit contributions, any employer payment of the employee's retirement contribution, longevity, and stipends offered
- Review of salary placement and longevity offered for service/employment outside of the District including a comparison to that of the other districts in the comparative group
- Review of the management team structure and responsibilities in the District and in the comparative group
- Review and compare teaching assistant principals assignments, job descriptions, and development of positions, to comparative districts to determine similarities and differences
- Review school psychologists and counselors to position duties and responsibilities in order to make recommendations for position classification (bargaining unit or management/nonrepresented)

The tentative approach for completing the project is outlined below:

Step 1: Project Orientation

An initial meeting or conference call with District project leaders will be held to review the study's scope, objectives, and approach; revise the proposed work plan as needed; and develop a protocol for future communications.

Step 2: Salary Study

A comparative report for the District's use will be created using the necessary information gathered for the Total Compensation Study from the comparative districts chosen.

Step 3: Comparison of District total compensation and management organizational structure to other Districts

Preliminary study results with the Superintendent and/or other staff designated by the Superintendent will be discussed.

Step 4: Consultant's Report organized in the following manner:

- Study Objective and Methodologies
- Assessment and Comparative Rankins of Salaries
- Assessment and Comparative Rankings of Total Compensation
- Review of Management Organizational Structure and Comparison to Comparable Districts
- Teaching Assistant Principals, Counselors, and School Psychologists Positions
- Recommendations

Step 5: Final Presentation and Follow Up

A draft report will be provided to the Superintendent or designee for comment upon completion of the analysis. Following delivery of the final report, members of our team will also be available to present an overview of the report at a Board meeting.

Although the final report is expected to be completed within eight to ten weeks after the initial field work has been completed and all requested documentation has been received, all efforts will be made to complete the final report by June 30, 2015.

Total Fees: \$42,600, plus expenses, including actual, out-of-pocket expenses, such as travel meals, shipping and duplication of materials.

Additional meetings or presentations not contemplated in the total fee contract included of \$42,600 shall be charged at \$215 per hour, per director, as agreed to in writing by authorized District personnel.

SECOND AMENDMENT TO ICA NO. 1516218

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PRIDESTAFF, INCORPORATED

This Second Amendment to ICA No. 1516218 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Pridestaff, Incorporated (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on February 10, 2016, District's Board of Trustees approved ICA 1516218 with Consultant for the term from January 1, 2016 through June 30, 2016 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this Second Amendment to Agreement; and

WHEREAS, on March 23, 2016, District's Board of Trustees approved Amendment No. 1 to said Agreement increasing the contract amount to provide additional services as needed; and

WHEREAS, District desires to extend the term of the Agreement, as previously amended;

NOW, THEREFORE, said Agreement is amended as follows:

1. The Agreement, as amended, is now further amended to read as follows: The term of this base Agreement is for January 1, 2016 through June 30, 2017, 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 years as allowed by Education Code section 17596.

2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Pridestaff, Incorporated

By: _____

Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

Board Approval Date: August 17, 2016

By: _____

Signature

Print Name

Title

Date: _____

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1516218**

**WITH
PRIDESTAFF, INCORPORATED**

Independent Contractor Agreement No. ICA 1516218 with Capistrano Unified School District and Pridestaff, Incorporated, called for services to be rendered at the rates shown in the agreement.

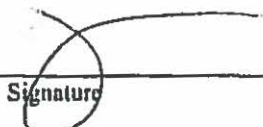
The total cost of services requested by the District under this contract and provided by the Consultant is estimated to be \$65,360 for additional services requested by the District to supplement ICA 1516218.

Except as set forth in this Amendment, and Board approved on February 10, 2016, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Pridestaff, Incorporated

By: 
Signature

By: 
Signature

Lynh N. Rust

Jason Borchers
Print Name

Executive Director, Contracts & Purchasing

Corporate Counsel
Title

Board Approval Date: March 23, 2016

Date: 3/1/16

**INDEPENDENT CONTRACTOR MASTER AGREEMENT**

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

PRIDESTAFF, INCORPORATED

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 recruiting and filling short-term staffing vacancies while permanent candidates are sought by District staff services from time to time; 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 herein (referred to as "Contracted Services"). Contractor's specific scope of work shall be set forth herein 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 at a rate of \$41.60-48 per hour or 1.6 times the pay rate for a temporary staff member. 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: \$50,000.00 in the aggregate under the term of this Agreement.

Term of Agreement. The term of this base Agreement is for January 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.

DISTRICT

By: [Signature]
Name: Lynn A. East
Title: Executive Director, Contracts & Purchasing
Board Approval Date: February 10, 2016

CONTRACTOR

Signature: [Signature]
Name: Julien Hernandez
Title: Corporate Counsel
Address: 7525 N. Palm Ave., Suite 101
Fresno, CA 93711
Email Address: contracts@pridestaff.com
FEIN: 77-0610999

FIRST AMENDMENT TO MCA NO. 1617058

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND OLIVE CREST ACADEMY

This First Amendment to MCA No. 1617058 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Olive Crest Academy (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on July 20, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Amendment to Agreement; and

WHEREAS, District desires to amend MCA No. 1617073 to reflect the rate increase adopted by the Orange County Department of Education for services provided by Consultant to District students with special needs;

NOW, THEREFORE, said Agreement is amended as follows:

1. Exhibit A is now superseded by Exhibit A-1.
2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Olive Crest Academy

By: _____
Signature

By: _____
Signature

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date: August 17, 2016

Date: _____

EXHIBIT A-1: RATES

CONTRACTC Olive Crest Academy
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 30-66621-7102924

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 14 classrooms If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$166.36	Daily

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

B. Related Services

(1)	a. Transportation – 0 – 24 miles Round Trip	\$43.70	Daily
	b. Transportation – 25- 49 miles Round Trip	\$53.80	Daily
	c. Transportation – 50+ miles Round Trip	\$64.00	Daily
	d. Transportation – 1:1 Transportation Assistant	\$61.23	Daily
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$101.42	Per hour
	b. Language and Speech Therapy – Group	\$101.42	Per hour
	c. Language and Speech Therapy – Assessment	\$127.58	Per hour
	d. Language and Speech Therapy – Consultation Rate	\$101.48	Per hour
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$117.36	Per hour
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
B.	<u>Related Services (continued)</u>		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

**By credentialed Special Education Teacher.



MASTER CONTRACT AGREEMENT

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of July 1, 2016 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**")

Olive Crest Academy

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

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

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

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

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

Term of Agreement. The term of this Agreement is for one year beginning July 1, 2016 through June 30, 2017.

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

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

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

"DISTRICT"

By: _____

Name: Janet Polite

Title: Supervisor, Purchasing

Board Approval Date: July 20, 2016

"CONTRACTOR"

By: _____

Name: _____

Title: _____

Email address _____

FEIN/SSN _____

EXHIBIT A
RATES

District agrees to pay fees and expenses at the rates as set forth in this Exhibit A as follows:

EXHIBIT A: RATES

CONTRACTC Olive Crest Academy
(NONPUBLIC SCHOOL OR AGENCY)
CONTRACTOR NUMBER 30-66621-7102924

2016-2017
(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 14 classrooms If blank the number shall be as determined by CDE Certification.

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

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

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

Rate	Period
\$166.36	Daily

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

B. Related Services

(1)	a. Transportation – 0 – 24 miles Round Trip	\$43.70	Daily
	b. Transportation – 25- 49 miles Round Trip	\$53.80	Daily
	c. Transportation – 50+ miles Round Trip	\$64.00	Daily
	d. Transportation – 1:1 Transportation Assistant	\$61.23	Daily
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	\$101.42	Per hour
	b. Language and Speech Therapy – Group	\$101.42	Per hour
	c. Language and Speech Therapy – Assessment	\$127.58	Per hour
	d. Language and Speech Therapy – Consultation Rate	\$101.48	Per hour
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
B.	<u>Related Services (continued)</u>		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

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

**By credentialed Special Education Teacher.

FIRST AMENDMENT TO PSA NO. 1617028

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND PROVIDENCE SPEECH &
HEARING CENTER

This First Amendment to PSA No. 1617028 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Providence Speech & Hearing Center (hereinafter referred to as "Consultant").

RECITALS

WHEREAS on July 20, 2016, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2016 through June 30, 2017 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First/Second/Third Amendment to Agreement; and

WHEREAS, District desires to amend and supplement PSA No. 1617028 to reflect an increase total contract amount of \$20,000.00 and add additional services to be provided by Consultant, as shown in Exhibit A2;

NOW, THEREFORE, said Agreement is amended as follows:

1. The second sentence of PSA No. 1617028 in the section entitled Fees and Expenses, is amended to read as follows: 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.

2. Exhibit A2 is now incorporated as services provided by Consultant, at the rates described therein.

3. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Capistrano Unified School District

Providence Speech & Language Center

By: _____

Signature

Janet Polite

Print Name

Supervisor, Purchasing

Title

By: _____

Signature

Print Name

Title

Board Approval Date: August 17, 2016

Date: _____



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Providence Speech and Hearing Center**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2016-2017 fiscal year. Consultant is functioning solely as an independent educational evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

1. Conflict of Interest: Consultant agrees that he/she will not recommend therapy or services within his/her own agency, company or practice.
2. School Grounds: Consultant agrees that during the performance of an independent educational evaluation at or on school district grounds, the Consultant may be accompanied by a District representative during the duration of observation or interviews of staff and/or pupil.
3. Report: Upon completion of the independent educational evaluation, the Consultant will provide a written report to the District on or before the date when Consultant provides a copy to Parent.
4. Assessment Documentation: Prior to receipt of payment for services, Consultant agrees to release all assessment documentation to the District including assessment protocols, observation notes, and written report.

The total cost of conducting the IEE in the area listed below shall include full completion of the report (including observation of student), participation in one IEP meeting to review the assessment in person or by phone, and copies of protocols and reports.

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Auditory Acuity	Audiologist	Not to exceed \$600/assessment
Auditory Processing	Audiologist Psychologist Speech/Language Specialist	Not to exceed \$2,050/assessment
Motor Skills	Occupational Therapist	Not to exceed \$600/assessment
Speech/Language	Speech/Language Specialist	Not to exceed \$600/assessment



Consultant

7/13/16

Date

Received by:

District Representative

Date



PROFESSIONAL SERVICES MASTER AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of July 1, 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".

PROVIDENCE SPEECH & HEARING CENTER

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 **\$15,000** in the aggregate under term of this Agreement.

Term of Agreement. The term of this base Agreement is for July 1, 2016 to June 30, 2017 from the Effective Date, 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: Janet Polite
 Title: Supervisor, Purchasing
 Board Approval Date: June 22, 2016

CONSULTANT

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

Email Address: _____
 FEIN _____

EXHIBIT A
FEE SCHEDULE

PROVIDENCE SPEECH AND HEARING CENTER
1301 Providence Avenue
Orange, CA 92688
abarclay@phsc.org

Description of Services

Services include speech language pathology, audiology services, as well as, Independent Educational Evaluations (IEE).

Rate of Pay & Expenses

Speech Language Pathologist: \$80.00 per hour
Audiology Services: \$135.00 per hour

Independent Educational Evaluations (IEE)

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.

Type of Assessment	Qualification of Assessor	Approved Rate
Audiological Evaluation	Credentialed Speech Pathologist	Not to exceed \$555.00/assessment
Central Auditory Processing	Credentialed Speech Pathologist	Not to exceed \$2,020.00/assessment
Speech Language Assessment	Credentialed Speech Pathologist	Not to exceed \$570.00/assessment

AFFILIATION AGREEMENT
BETWEEN
Nutrition Ink
and
Capistrano Unified School District

This Affiliation Agreement is entered into between the Nutrition Ink Dietetic Internship Program (NIDIP) located in Banning, California and Capistrano Unified School District (The Affiliated Facility) located in San Juan Capistrano, CA.

PURPOSE

Nutrition Ink has a program for educating students to meet the qualifications for practice in the profession of Dietetics, and desires the assistance of the Affiliated Facility in providing a supervised experience to the students; and the Affiliated Facility recognizes the need for providing the community which it serves the personnel qualified as Dietitians; and is willing to assist by providing a supervised experience to the students enrolled in the program; and the contracting parties are desirous of cooperating to furnish Dietetics education;

THEREFORE, it is mutually agreed by and between such parties that

RIGHTS AND OBLIGATIONS

1. Nutrition Ink and the Affiliated Facility shall cooperate to provide supervised experience to students of the Nutrition Ink enrolled in the Dietetic Studentship.
2. Both parties agree that there shall be no discrimination on the basis of marital status, race, color, sex, age, religion, sexual orientation, gender identity, disability, national origin or status as a US Veteran pertaining to any experiences during the Dietetic Studentship.
3. Students are not employees of Nutrition Ink or the Affiliated Facility and are not entitled to any employee benefits or compensation of either party.
4. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPPA) and by policies and procedures of Nutrition Ink and the Affiliated Facility.
5. The objective of the Affiliated-Facility training shall be to create awareness in the students of the activities within the Affiliated Facility and to have the students gain experience in such activities.
6. The experience for students majoring in Dietetics shall occur during the summer, fall, and/or spring semesters as follows:
 - a. Maximum of 2 student(s) shall be assigned to the Affiliated Facility at anyone time for experience any given semester.
 - b. The length of the time the student(s) will be assigned to the Affiliated Facility shall be mutually agreed to by Nutrition Ink and the Affiliated Facility prior to the student's arrival at the Affiliated Facility.
7. During the supervised experience, the student shall be under the Direction of a Nutrition Ink staff member/s. Nutrition Ink staff member/s shall:
 - a. Coordinate the program with the Affiliated Facility
 - b. Complete program planning one (1) month prior to beginning of rotation, including schedule and name(s) of participating student(s).
 - c. Visit the Affiliated Facility as needed to observe students and discuss students' performance with staff members.
 - d. Evaluation of student progress:
1. Determine grades reflecting the student's level of performance based upon:
 - i. Evaluations and input from the Affiliated-Facility staff.
 - ii. Nutrition Ink methods of evaluation/observation.
8. The students shall undergo a health examination, drug testing, background checks and/or supply any health documents which the Affiliated Facility may require. Any costs will be covered by the student.
9. Any materials loaned to the student by the Affiliated Facility must be returned in satisfactory condition to the Affiliated Facility or replacement costs will be charged to the student.
10. Responsibilities of students in the program are to:
 - a. Recognize the uniqueness of the Affiliated-Facility experience and be prepared to meet time demands of the experience, exclusive of special projects and planning sessions.
 - b. Observe and adhere to policies and procedures of the Affiliated Facility as though employed there.
 - c. Assume responsibility for one's own progress, i.e., extra study time or time spent if lacking skills or knowledge in certain areas. The Didactic component is the instructional time; whereas, the time in Affiliated Facility is for practicing a composite set of skills.
 - d. Use mistakes and constructive criticism to learn.
 - e. Arrange consultations and/or evaluations with Affiliated Facility and/or Nutrition Ink staff at mutually agreed upon times.
 - f. Realize and accept that each student has divergent capabilities in combining the related skills and knowledge that are being acquired; therefore, each student shall progress at his her own rate.

- g. Do not remove any materials from the Affiliated Facility without prior approval of staff.
 - h. Report any absenteeism to the Affiliated Facility and Nutrition Ink staff prior to scheduled time for arrival.
 - i. Maintain the confidentiality of all Affiliated-Facility clients.
11. Responsibilities of Affiliated-Facility staff members in the program are to:
- a. Be a role model for students. While working with the staff member, the student
 - 1. Receives orientation to that staff member's particular area of responsibility.
 - 2. Observes staff member in performance of his/her duties.
 - 3. Has supervised experiences in areas as defined by the rotation objectives.
 - 4. Performs selected duties with minimum levels of supervision after achieving specified level(s) of knowledge, skill, and judgment, as agreed upon by Affiliated-Facility & Nutrition Ink staff.
 - 5. Does not replace staff to fulfill any staff work responsibilities, unless related to activities to meet Dietetic Studentship responsibilities
 - b. Assist in the evaluation process of the student. Appropriate evaluation tools may be but are not limited to:
 - 1. evaluation forms.
 - 2. documentation of effective improvable incidents.
 - 3. weekly or biweekly formal consultations.
 - c. Assist the Nutrition Ink staff members in presenting formal evaluations made by the Affiliated Facility, to the student.

EFFECTIVE DATE

1. This Agreement shall become effective on 9/1/2016 and will be automatically renewed annually unless otherwise terminated by one of the parties.
2. This Affiliation Agreement may be revised or modified by mutual consent of the contracting parties.
3. This Affiliation Agreement will be terminated 90 days after a written notice to the individual, as identified below, by registered mail from either party. Any student currently placed with an affiliated facility shall be permitted to complete the placement unless the student is personally responsible for the reason termination is requested.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day, month, and year first above.

Please provide the following information:

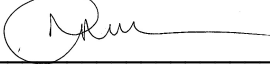
Number of interns you are able to train per year: 2

Please check all that apply to your facility:

☐ Community Training ☒ Management/Food Service Training ☐ Clinical Training ☐ Research Education

Capistrano Unified School District

Nutrition Ink Dietetic Internship Program (NIDIP)

By: 
Signature

By: _____
Signature

Name: Kristin Hilleman

Name: Elissa Lerma BA MA

Title: Director, Food & Nutrition Services

Title: Nutrition Ink Human Resources Director and Finance Manager

Date: 8/1/2016

Date: _____

Mailing address:

32972 Calle Perfecto

Mailing address:

3164 W Ramsey Street
Banning, CA 92220

San Juan Capistrano, CA 92675



Nutrition Ink Dietetic Internship Program (NIDIP)

Consultant Dietitians Since 1981

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an agreement between the **CAPISTRANO UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2016.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Unlimited access to the Consultant's online workshops, which include:
 - i. Fiscal Aspects of Negotiations
 - ii. Fiscal Implications of School District Reorganization
 - iii. Associate Student Body
 - iv. Attendance Accounting
 - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
 - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress


- e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
 - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
 - g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client.


Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

3. The Client agrees to pay to Consultant for services rendered under this Agreement:
- a. \$3,660 annually, plus expenses, or payable at \$305 per month, plus expenses, upon receipt of a billing from Consultant
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
 - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

4. This Agreement shall be for the period of one year, beginning July 1, 2016, and terminating June 30, 2017. This Agreement may be terminated prior to June 30, 2017 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY:  DATE: May 26, 2016
PHILIPPA Greer
Print Name
Executive Director, Fiscal Services
Job Title
Capistrano Unified School District

BY:  DATE: May 15, 2016
JOHN GRAY
President
School Services of California, Inc.



AVID Center HQ
9246 Lightwave Ave
Suite 200
San Diego, CA 92123
Phone: (858) 380-4800
Fax: 1-800-915-6897

Quote: Capistrano Unified School District

To	From
Capistrano Unified School District	Shonnel Oson
Philippa Geiger	9246 Lightwave Ave
33122 Valle Road	San Diego, CA 92026
San Juan Capistrano, CA 92675	E-mail: soson@avidcenter.org

Summary

Total Amount:	\$68,340.00	Quote ID:	QUO-05913-P2R5K6
Shipping Method:	FedEx	Date:	6/7/2016
Payment Terms:	Net 30		

Number of SI:	9	Number of Elementary Libraries:	2
Number of Memberships:	14	Number of Middle Libraries:	1
Number of AVID Weekly:	11	Number of High Libraries:	

Details

Site	Product ID	Product	Quantity	Price	Sub Total
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Site:

Co-ADL Year	AVID District Leadership	1.00	\$4,000.00	\$4,000.00
2				

Ship To:
David Stewart
33122 Valle Road,

San Juan Capistrano, CA 92675
USA

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Aliso Niguel High School Program Level: Secondary	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Aliso Viejo Middle School Program Level: Secondary	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Capistrano Valley High School Program Level: Secondary	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Dana Hills High School Program Level: Secondary	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Del Obispo Elementary Program Level: Elementary	C KITELEM	Elementary Curriculum Set	1.00	\$775.00	\$775.00
		Ship To: Paul Kraft 25591 Camino del Avion, San Juan Capistrano, CA 92675			
		Delivery Date: 8/1/2016			
	MEMBERSHIP ELEMENTARY	AVID Membership Fees Elementary School	1.00	\$2,700.00	\$2,700.00
	Summer Institute Registration	AVID Summer Institute Registration Fee	1.00	\$725.00	\$725.00
Site: Don Juan Avila Middle School Program Level: Secondary	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00

Site	Product ID	Product	Quantity	Price	Sub Total
Site: Don Juan Avila Middle School	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Program Level: Secondary					
Site: Kinoshita Elementary	C KITELEM	Elementary Curriculum Set	1.00	\$775.00	\$775.00
Program Level: Elementary		Ship To: Jose Pedreza 2 Via Positiva, San Juan Capistrano, CA 92675 Delivery Date: 8/1/2016			
	MEMBERSHIP ELEMENTARY	AVID Membership Fees Elementary School	1.00	\$2,700.00	\$2,700.00
	Summer Institute Registration	AVID Summer Institute Registration Fee	4.00	\$725.00	\$2,900.00
Site: Ladera Ranch Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Marco Forster Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Newhart Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Niguel Hills Middle School	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
Program Level: Secondary	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00

Site	Product ID	Product	Quantity	Price	Sub Total
Site: San Clemente High School					
Program Level: Secondary	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: San Juan Hills High School					
Program Level: Secondary	AVID WEEKLY	AVID Weekly Subscription	1.00	\$485.00	\$485.00
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
Site: Shorecliffs Middle School					
Program Level: Secondary	C 1500RN	Middle School Library Set Delivery Date: 8/1/2016	1.00	\$4,370.00	\$4,370.00
	MEMBERSHIP SECONDARY	AVID Membership Fees	1.00	\$3,405.00	\$3,405.00
	Summer Institute Registration	AVID Summer Institute Registration Fee	4.00	\$725.00	\$2,900.00

Pre Freight Amount	\$68,040.00
Total Tax	\$0.00
Freight Amount	\$300.00
Total	\$68,340.00

By signing below, Client hereby agrees to purchase all items listed on this Quote, subject to and in accordance with the AVID Standard Terms and Conditions, this Quote, and any Exhibits attached hereto, all of which comprise the AVID College Readiness System Services and Products Agreement.

☐ Purchase Order is not required.

If Client checks the box above, Client hereby confirms that the Client does not require a Purchase Order for payment of any related invoice(s); in which case AVID Center will proceed to the fulfill services and/or products and invoice Client according to this approved Quote.

If Client does not check the box above, Client agrees to provide AVID Center with a valid Purchase Order in a timely manner, in which case AVID Center will not invoice Client until Client provides and AVID Center receives a valid copy of the Purchase Order; AVID Center will not fulfill any services or products until such Purchase Order is received.

Client Signature

Title

Date

AVID® STANDARD TERMS AND CONDITIONS

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center"), and the client named in the Quote(s) ("Client").

Article I. Definitions

1.1 AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable addenda.

1.2 AVID College Readiness System:

The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

(a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.

(b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.

(c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3 AVID Materials:

Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4 AVID Member Site:

Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5 AVID Methodologies:

Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6 **AVID Programs:**

Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (as indicated in parentheses). The specific AVID Programs are further defined in their corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Roadtrip Nation Experience (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7 **Exhibit:** The document with terms and conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8 **Payment Terms:** The terms of when payment is due, as listed on the Quote.

1.9 **Quote:** The order document that is fully incorporated into this Agreement by reference.

1.10 **AVID District Director:** District leaders that coordinate the implementation of AVID Secondary and/or AVID Elementary at AVID Member Sites within their school system according to the AVID Methodologies. If Client implements AVID Elementary and/or AVID Secondary at any of its AVID Member Sites, then Client agrees to maintain, at its expense, at least one AVID District Director who will enroll in and complete, or have previously completed, the series of AVID District Leadership (ADL) trainings (as described in the corresponding Exhibit).

Article II. Period of Agreement

2.1 **Term:** The Term ("Term") of this Agreement shall be July 1, 2016 to June 30, 2017 unless earlier terminated as provided herein.

Article III. Licenses and Rights

Copyright License:

Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

(a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.

(b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]

(c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.

(d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.

(e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

- 3.2 Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol @ immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.
- 3.3 Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to Client shall be reserved and remain always with AVID Center.
- 3.4 Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.
- 3.5 Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

- 3.6 **Proprietary Notices:** Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.
- 3.7 **Infringement:** Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.
- 3.8 **Compliance With Laws:** Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.
- 3.9 **Sole Source:** AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property - copyrights and trademarks - in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and Certification processes.

Article IV. Compensation

- 4.1 **Quotes-Invoicing and Payment:** During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

- 5.1 **Independent Contractors:** AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

- 6.1 **AVID Center Warranty:** AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.
- 6.2 **Client Warranty:** Client warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client warrants that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

- 7.1 **Termination for Cause:** Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.
- 7.2 **Termination for Convenience:** Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
- 7.3 **Cessation of Use:** Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.
- 7.4 **Cumulative Remedies:** All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

- 8.1 Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State.
- 8.2 Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.
- 8.3 Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.
- 8.4 Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 8.5 Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- 8.6 Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.
- 8.7 Assignment: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

- 8.8 Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.
- 8.9 Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.
- 8.10 Non-Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.
- 8.11 Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format, they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Capistrano Unified School District
CA

Signature: AVID Center Authorized

Signature: Client Authorized

Printed or Typed Name

Printed or Typed Name

Title

Title of Designee

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training

As per AVID District Leadership (or "ADL") Training being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID District Leadership Training ("AVID District Leadership Training Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. ADL Training

1.1 ADL Training: AVID provides AVID District Leadership (ADL) Training as part of the ADL fee. ADL Training sessions are designed to prepare and support the AVID District Director. The five sessions are taken in sequential order over a two year period at various facilities throughout the country (the Client should periodically check www.avid.org for listings). The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. ADL Training is for district-level personnel responsible for start-up and quality assurance of the AVID College Readiness System as described above. ADL includes small-group trainings which consist of AVID methodologies, understanding the role and responsibilities of the District Director, and learning about our online resources, data collection, certification, and continued professional learning.

The ADL Training Schedule is split into two years as follows:

	Training Level	Time
Year 1:	Summer Institute/Session 1	3 days, summer
	Session 2	3 days, fall
	Session 3	3 days, spring
Year 2:	Summer Institute/Session 4	3 days, summer
	Session 5	3 days, fall

1.2 Summer Institute: The District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director may attend any additional Summer Institutes other than when they attend for Sessions 1 and 4 as part of their ongoing training; therefore, any such Summer Institute registration fee for the District Director is included in the total ADL price.

1.3 Materials: After attending ADL Session 1, the District Director will be provided with a sample set of all Elementary, Middle Level and High School curriculum, materials, binders, CDs, and supplemental materials needed for district support.

1.4 AVID National Office & Divisional Support: AVID Center will provide support from our national office and divisional/state offices. This support will consist of phone calls, emails, and district visits at the discretion of AVID Center.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Curriculum

As per AVID Elementary Curriculum Package being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Curriculum ("AVID Elementary Curriculum Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Elementary Curriculum

1.1 AVID Curriculum Library: The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. The Elementary Curriculum Package consists of a set of AVID publications and materials.

1.2 Curriculum Library: Client agrees to purchase at least one (1) complete AVID Elementary Curriculum Package for each AVID Member Site listed on the Quote as implementing the Elementary program prior to each AVID Member Site's initial implementation of AVID. Curriculum Library prices are set forth on the Quote. Client shall be entitled to use the AVID Elementary Curriculum Package only at the AVID Member Sites listed on the Quote with the Program Name including Elementary and for which the materials were originally purchased. The AVID Elementary Curriculum Package is non-transferable. Client and its AVID Member Sites agree to ensure that each AVID classroom has adequate AVID materials. The use of the Curriculum Library, which is part of the AVID Materials, will also be subject to the provisions of the AVID Center Standard Terms and Conditions.

1.3 Curriculum Shipment(s): AVID Center will ship curriculum libraries upon full execution of the AVID College Readiness System Services and Products Agreement, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the "Requested Delivery Date". Curriculum will be shipped to the addresses listed on the Quote as provided by Client. Client confirms that this date and location reflect the best time and location for receipt of shipment. Client should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement and purchase order or form of payment. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Agreement ("Term").

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Membership

As per AVID Elementary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Elementary Membership ("AVID Elementary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on a Quote as implementing one or more AVID programs—Elementary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit.

1.3 AVID Center Support for AVID Elementary: AVID Center agrees to provide support to Client for its Elementary AVID Member Sites through the District Director and in conjunction with AVID Center national and/or divisional offices. AVID Elementary support includes:

- Access to training for the AVID Elementary site team(s) through AVID Summer Institute;
- Access to training for the District Director at AVID Summer Institute and through the AVID District Leadership Training;
- Coaching and implementation guidance during coaching visits;
- AVID Center technical assistance for the District Director;
- Coordination with Client's District Director to collect, report, and analyze data from AVID Member Sites;
- Permission to use the AVID Trademarks as described in Standard Terms and Conditions;
- Elementary AVID Weekly, an AVID Year in Review, and ACCESS academic journal for each AVID Member Site listed on the Quote as implementing the Elementary program; and
- Assistance in disseminating information about AVID to school sites interested in implementing AVID Elementary.

1.4 AVID Reports: AVID Center agrees to provide Client with reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary. Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 AVID Elementary Methodology: AVID Elementary classrooms will embed the AVID Methodologies across the curriculum and school day as designated in the implementation resources. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center.

3.2 AVID Elementary Staff Training: Client agrees to provide at its expense, ongoing training for all AVID Elementary administrators, classroom teachers and staff through AVID Summer Institute teams.

3.3 AVID Summer Institute: All AVID Member Sites in Year 1 of implementing the AVID Elementary program will send a minimum of four (4) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID Elementary site team will include a site administrator and lead teachers. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

3.4 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.4 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership

As per AVID Secondary Membership being listed on an approved Quote, this Exhibit to the AVID College Readiness System Services and Products Agreement for AVID Secondary Membership ("AVID Secondary Membership Exhibit") is hereby fully incorporated into the Agreement by and between AVID Center and the Client named on the Quote. The following terms and conditions are in addition to the Standard Terms and Conditions; in the event of a conflict between the Standard Terms and Conditions and this Exhibit, the terms and conditions of this Exhibit shall apply.

Article I. AVID Membership Benefits

1.1 AVID Membership: "AVID Members" or "AVID Member Sites" are those school sites listed on the Quote as implementing one or more AVID programs—Secondary, or Elementary/Secondary. Annual membership runs concurrently with the Term of this Exhibit.

1.2 AVID College Readiness System and Materials: Client is entitled to implement the applicable AVID program(s) only at the AVID Member Sites listed on the Quote, and to use the licensed AVID trademarks, libraries, and student materials for the AVID Member Sites' AVID College Readiness System pursuant to the provisions of this Exhibit and the Standard Terms and Conditions.

1.3 AVID Center Support for Secondary: AVID Center agrees to provide support to Client for its Secondary AVID Member Sites through the District Director and in conjunction with AVID Center's national and/or divisional offices. Membership for Client and AVID Member Sites implementing the Secondary Program includes support from AVID Center's national and/or divisional offices in the following ways:

- Access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute;
- Access to training for the District Director through AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute;
- Access to other quality continuing professional learning trainings or services such as AVID Path to Schoolwide Trainings, AVID Weekly, AVID Roadtrip Nation Experience, and others;
- Access to the resources available through the password-protected MyAVID portal website;
- Coordination with Client's District Director to collect, report, and analyze data from Client and AVID Member Sites;
- Review the quality of implementation through the Certification process;
- Access to ongoing AVID College Readiness System development through various divisional workshops and online offerings;
- Permission to use the AVID Trademarks as described in the Standard Terms and Conditions;
- AVID Year in Review and ACCESS academic journals for Client and each AVID Member Site listed on the Quote as implementing the Secondary Program; and
- Assistance in disseminating information about AVID to Client's potential new AVID middle school and high school sites.

1.4 AVID Reports: AVID Center agrees to provide Client with access to reports on AVID data collected by Client.

1.5 AVID Summer Institute: AVID Center agrees to provide Client and its listed AVID Member Sites access to AVID Summer Institute. Client and its listed AVID Member Sites may attend strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.6 Licensing Benefits: Membership includes a license to use the AVID Trademarks to promote the AVID Member Sites' implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials for educational purposes relating to AVID, all pursuant to the provisions of this Exhibit. Licensing runs concurrently with the Term of this Exhibit.

1.7 Annual Membership/License Fee: Client agrees to pay AVID Center an annual membership/license fee based on the total number of AVID Member Sites in Client's AVID program according to the pricing schedule set forth on the Quote.

Article II. Term of Exhibit

Page 1 of 2

2.1 Term: The parties agree that this Exhibit shall be in effect from July 1, 2016 to June 30, 2017 unless earlier terminated as provided for in the Standard Terms and Conditions ("Term").

Article III. Client Responsibilities

3.1 AVID Secondary Methodology: Client agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks, and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Chief Executive Officer of AVID Center. Client is responsible for each of its AVID Member Sites' compliance with this Exhibit.

3.2 AVID Secondary Student Selection: Client agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion. Any modifications or updates will be made available to the Client and its AVID Member Sites via the MyAVID portal.

3.3 AVID Secondary Staff Training: Client agrees to provide, at its expense, ongoing training for site coordinators and AVID site teams at AVID Member Sites.

3.4 AVID Summer Institute: Client agrees to ensure that each secondary site in their initial year of implementing AVID Secondary will send a minimum of eight (8) participants (unless AVID agrees to a lesser number on the Quote) to an AVID Summer Institute. The AVID District Director attends at no additional cost and shall not be included in the minimum number of participants required per site team. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends AVID Member Sites implementing the second year of the Secondary program send teams of at least five (5) members and encourages AVID Member Sites to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites. The AVID Summer Institute registration pricing is listed on the Quote. Client understands that travel, lodging, per diem costs and any other costs are not included in the price of the registration.

3.5 Professional Learning: Client agrees to conduct AVID professional learning for its AVID Member Sites based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for professional learning sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agendas provided in training materials, and on the content areas related to educational reform initiatives in public schools in Client's state.

3.6 Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

**EXTENSION NO. 1 AGREEMENT FOR BID NO. 1516-08
DISTRICTWIDE ROOF ASSESSMENTS AND PREVENTATIVE ROOF
MAINTENANCE**

WITH

WEATHERPROOFING TECHNOLOGIES, INC.

Bid No. 1516-08 – Districtwide Roof Assessments and Preventative Roof Maintenance was awarded to Weatherproofing Technologies, Inc., calling for an original contract period of September 10, 2015 through September 9, 2016, with four (4) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 5 years, including the initial contract period.

The contract with Weatherproofing Technologies, Inc., pursuant to Bid No. 1516-08, shall be extended an additional 12 months, for the period September 10, 2016 through September 9, 2017, at the same prices indicated for the previous period of July 1, 2015 through June 30, 2016.

Annual expenditures utilizing this contract are estimated to be \$225,000. Actual expenditures will vary depending on District needs and availability of funding.

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

DISTRICT

CONTRACTOR

Capistrano Unified School District

Weatherproofing Technologies, Inc.

By: _____
Signature

By: _____
Signature

Janet Polite
Print Name

Print Name

Supervisor, Purchasing
Title

Title

Board Approval Date: August 17, 2016

Date: _____

XII. AGREEMENT

THIS AGREEMENT, dated the 9th day of September, 2015 in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "District"), and Weatherproofing Technologies, Inc., (hereinafter referred to as "Contractor").

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

1. Contractor agrees to complete the Project known as **Bid No. 1516-08, Districtwide Roof Assessment and Preventative Roof Maintenance** according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Use Policy, applicable Labor Compliance Laws, Disabled Veteran Business Enterprises Certification, if applicable, Certification of Public Contracts Code 3006, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. Contractor shall be liable to District for any damages arising as a result of a failure to fully comply with this obligation, and Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents Contractor from fully complying with the requirements of the Project Documents, and unless Contractor protests at the time of such alleged prevention that the act or omission is preventing Contractor from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with District within three (3) working days of the date of occurrence of the act or omission preventing Contractor from fully complying with the Project Documents.
3. District shall pay to Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of two hundred fifty thousand, thirty three Dollars (\$ 250,033.00).

4. The work shall be commenced on or before the seventh (7th) day after receiving District's Notice to Proceed, unless a different time is specified therein.

5. **Time is of the Essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum of one thousand dollars, (\$1,000.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by District as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. **Termination for Cause or Non-appropriation.** In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13

Termination for Convenience. District has discretion to terminate this Agreement at any time and require Contractor to cease all work on the Project by providing Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Contractor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for District's convenience, Contractor shall be entitled to receive payment from District for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, District shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

7. Contractor agrees to and does hereby indemnify and hold harmless District, its Board of Trustees, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of Contractor, or any person, firm, or corporation employed by Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District property, if the liability arose due to the negligence or willful misconduct of anyone employed by Contractor, either directly or by independent contract,

Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against District, its Board of Trustees, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against District, its Board of Trustees, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, Contractor, at Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, District, including but not limited to any of its Board of Trustees members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by Contractor or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with Contractor or individual entities comprising Contractor, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect District and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which District may have under the law or under the Project Documents. In the event of any claim or demand made against any party

which is entitled to be indemnified hereunder, District may in its sole discretion reserve, retain or apply any monies due to Contractor under the Project Documents for the purpose of resolving such claims; provided, however, that District may release such funds if Contractor provides District with reasonable assurance of protection of District's interests. District shall in its sole discretion determine whether such assurances are reasonable.

9. Contractor shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. Contractor agrees to provide all evidences of coverage required by District including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$1,000,000.00
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and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$1,000,000.00
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Property Damage Insurance in an amount not less than	\$1,000,000.00
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Course of Construction Insurance without exclusion or limitation in an amount not less than	\$1,000,000.00
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by District to ensure performance under this Agreement. At the request and expense of Contractor, securities equivalent to the monies withheld shall be deposited with District, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to Contractor. District retains the sole discretion to

approve the bank selected by Contractor to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to Contractor. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request District to make payment of earned retention monies directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments into securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Agreement, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from District pursuant to the terms of Section 22300.

11. Contractor agrees that the work required to be performed by Contractor and each subcontractor on the Project shall be subject to the payment of general prevailing rates of per diem wages, as described in the Labor Code. District has opted to have the California Department of Industrial Relations ("DIR") administer the Labor Compliance aspects of this Project. Contractor and each subcontractor on the Project agree to comply with all Labor Compliance Laws and to provide all required information and documentation to the DIR and any unit designated by the DIR to monitor and enforce such laws. All such laws and obligations are incorporated herein as if fully set forth.

12. If the Contractor or any Subcontractor performs Work on this Project at any time without being registered with the Department of Industrial Relations, the District has the right to cancel the Contract for cause. Contractor and the Subcontractors, of every Tier, shall be registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and 1771.1 for the duration of time that Contractor is performing the Work under the Contract Documents. Contractor shall not enter into any subcontract without proof of the potential Subcontractor's registration. Neither Contractor, nor any Subcontractor, shall be qualified to submit a Bid/Proposal, or be listed in a Bid/Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of Work under the Contract Documents unless currently registered and qualified to perform public work pursuant to Section Labor Code §1725.5.

13. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of Ohio, and that Lillianne Dunstall, whose title is VP of NA Bus. Dev., is authorized to act for and bind the corporation.

14. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

CAPISTRANO UNIFIED SCHOOL DISTRICT
DISTRICTWIDE ROOF ASSESSMENT AND PREVENTATIVE ROOF MAINTENANCE
BID NO. 1516-08

Contract No. BFA 1516126
COMPANY NAME Weatherproofing Technologies,
Inc.

15. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Board of Trustees of District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

District

By: [Signature]

Signature

LYNN N. EVST

Print Name

EXEC. DIRECTOR,

Title

CONTRACTS +
PURCHASING

CONTRACTOR

By: [Signature]

Signature

Lillianne Dunstall

Print Name

VP of NA Business Operations

Title

274072

Contractor's License No.

34-0930570

Tax ID/Social Security No.

(CORPORATE SEAL OF
CONTRACTOR, if corporation)

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT

BID SUMMARY

BID NO. 1516-08

DISTRICTWIDE ROOF ASSESSMENT AND PREVENTATIVE ROOF MAINTENANCE

Bid Opening: July 22, 2015, 10:00 a.m.

CUSD Education Center

33122 Valle Road

San Juan Capistrano, CA 92675

	CONTRACTOR	BID
1	Tremco/Weatherproofing Technologies, Inc.	Total Price for Base Bid: \$250,033.00

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 23rd day of June, 2016, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

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

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide the following services for Special Education Services:

1 1.1 Provide the services of Jane Vogel for functional
2 vision assessments and consultations for students.

3 2.0 TERM. This AGREEMENT shall commence on July 1, 2016, and end
4 on June 30, 2017, subject to termination as set forth in Section 9.0
5 of this AGREEMENT.

6 3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
7 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT
8 the sum Five thousand dollars (\$5,000.00) for services satisfactorily
9 rendered pursuant to Section 1.0 of this AGREEMENT. Payment shall be
10 made at the rate of One hundred thirty-five dollars (\$135.00) per
11 hour. Payment shall be mailed to: Orange County Superintendent of
12 Schools, Attn: Accounting Manager, 200 Kalmus Drive, Costa Mesa,
13 California 92626-9050, or at such other place as SUPERINTENDENT may
14 designate in writing.

15 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
16 this AGREEMENT, shall be and act as an independent contractor.
17 SUPERINTENDENT understands and agrees that SUPERINTENDENT and
18 SUPERINTENDENT'S employees shall not be considered officers,
19 employees or agents of the DISTRICT and are not entitled to benefits
20 of any kind or nature normally provided employees of the DISTRICT
21 and/or to which DISTRICT'S employees are normally entitled,
22 including, but not limited to, State Unemployment Compensation or
23 Workers' Compensation. SUPERINTENDENT assumes the full responsibility
24 for the acts and/or omissions of its employees or agents as they
25 relate to the services to be provided under this AGREEMENT.
SUPERINTENDENT shall assume full responsibility for payment of all

1 federal, state and local taxes or contributions, including
2 unemployment insurance, social security and income taxes with respect
3 to SUPERINTENDENT'S employees.

4 5.0 HOLD HARMLESS.

5 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
6 hold harmless DISTRICT, its Governing Board, officers, agents, and
7 employees from liability and claims of liability for bodily injury,
8 personal injury, sickness, disease, or death of any person or
9 persons, or damage to any property, real personal, tangible or
10 intangible, arising out of the negligent acts or omissions of
11 employees, agents or officers of SUPERINTENDENT or the Orange County
12 Board of Education during the period of this AGREEMENT.

13 B. DISTRICT hereby agrees to indemnify, defend, and hold
14 harmless SUPERINTENDENT, the Orange County Board of Education, and
15 its officers, agents, and employees from liability and claims of
16 liability for bodily injury, personal injury, sickness, disease, or
17 death of any person or persons, or damage to any property, real,
18 personal, tangible or intangible, arising out of the negligent acts
19 or omissions of employees, agents or officers of DISTRICT during the
20 period of this AGREEMENT.

21 6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract
22 or assign the performance of any of the services in this AGREEMENT
23 with out prior written approval of the party.

24 7.0 TOBACCO USE POLICY. In the interest of public health, the
25 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
use of any tobacco products are prohibited in buildings and vehicles,

1 and on any property owned, leased or contracted for by the
2 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
3 abide with conditions of this policy could result in the termination
4 of this AGREEMENT.

5 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
6 they will not engage in unlawful discrimination in employment of
7 persons because of race, color, religious creed, national origin,
8 ancestry, physical handicap, medical condition, marital status, or
9 sex of such persons.

10 9.0 TERMINATION. Either party may terminate this AGREEMENT with
11 or without reason with the giving of thirty (30) days written notice
12 to the other party. DISTRICT shall compensate SUPERINTENDENT only
13 for services satisfactorily rendered to the date of termination.
14 Written notice by DISTRICT shall be sufficient to stop further
15 performance of services by SUPERINTENDENT. Notice shall be deemed
16 given when received by the SUPERINTENDENT or DISTRICT or no later
17 than three (3) days after the day of mailing, whichever is sooner.

18 10.0 NOTICE. All notices or demands to be given under this
19 AGREEMENT by either party to the other, shall be in writing and given
20 either by: (a) personal service or (b) by U.S. Mail, mailed either by
21 registered or certified mail, return receipt requested, with postage
22 prepaid. Service shall be considered given when received if
23 personally served or if mailed on the third day after deposit in any
24 U.S. Post Office. The address to which notices or demands may be
25 given by either party may be changed by written notice given in

1 accordance with the notice provisions of this section. At the date
2 of this AGREEMENT, the addresses of the Parties are as follows:

3 DISTRICT: Capistrano Unified School District
4 33122 Valle Road
5 San Juan Capistrano, California 92675
6 Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
8 200 Kalmus Drive
9 P.O. Box 9050
10 Costa Mesa, California 92628-9050
11 Attn: Patricia McCaughey

12 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
13 seek redress for violation of, or to insist upon, the strict
14 performance of any term or condition of this AGREEMENT shall not be
15 deemed a waiver by that party of such term or condition, or prevent a
16 subsequent similar act from again constituting a violation of such
17 term or condition.

18 12.0 SEVERABILITY. If any term, condition or provision of this
19 AGREEMENT is held by a court of competent jurisdiction to be invalid,
20 void, or unenforceable, the remaining provisions will nevertheless
21 continue in full force and effect, and shall not be affected,
22 impaired or invalidated in any way.

23 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
24 shall be governed by the laws of the State of California with venue
25 in Orange County, California.

14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire agreement among the Parties to
it and supersedes any prior or contemporaneous understanding or
agreement with respect to the services contemplated, and may be

1 amended only by a written amendment executed by both Parties to the
2 AGREEMENT.

3 IN WITNESS WHEREOF, the Parties hereto set their hands.

4 DISTRICT: CAPISTRANO UNIFIED
5 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

6 BY: _____

Authorized Signature

BY: Patricia McCaughey

Authorized Signature

7 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Administrator

9 DATE: _____

DATE: June 23, 2017

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15 CapoUSD-Income-JaneVogel (43043)17
ZIP6

2 CAPISTRANO UNIFIED SCHOOL DISTRICT
3 INCOME AGREEMENT

4 This AGREEMENT is hereby entered into this 23rd day of June,
5 2016, by and between the Orange County Superintendent of Schools, 200
6 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
7 as SUPERINTENDENT, and the Capistrano Unified School District, 33122
8 Valle Road, San Juan Capistrano, California 92675, hereinafter
9 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
10 collectively referred to as the Parties.

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

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

19 WHEREAS, SUPERINTENDENT is specially trained and experienced
20 and competent to perform the special services required by the
21 DISTRICT, and such services are needed on a limited basis;

22 NOW, THEREFORE, the Parties hereby agree as follows:

23 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an
24 independent contractor to perform the following described work and
25 SUPERINTENDENT hereby agrees to perform said work upon the terms and
conditions hereinafter set forth. Specifically, SUPERINTENDENT shall
provide the following services for Special Education Services:

1 1.1 Provide the services of Hope Therapies for speech
2 and Language Pathologist services such as
3 assessments and consultations for students.

4 2.0 TERM. This AGREEMENT shall commence on July 1, 2016, and end on
5 June 30, 2017, subject to termination as set forth in Section 9.0 of
6 this AGREEMENT.

7 3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
8 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
9 total sum not to exceed Ten thousand dollars (\$10,000.00). Payment
10 shall be made at the rate of One hundred twenty-five dollars
11 (\$125.00) per hour. Payment shall be made to SUPERINTENDENT
12 periodically, upon performance of services and receipt and approval
13 of an itemized invoice. Payment shall be mailed to: Orange County
14 Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus
15 Drive, Costa Mesa, California 92626-9050, or at such other place as
16 SUPERINTENDENT may designate in writing.

17 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
18 this AGREEMENT, shall be and act as an independent contractor.
19 SUPERINTENDENT understands and agrees that SUPERINTENDENT and
20 SUPERINTENDENT'S employees shall not be considered officers,
21 employees or agents of the DISTRICT and are not entitled to benefits
22 of any kind or nature normally provided employees of the DISTRICT
23 and/or to which DISTRICT'S employees are normally entitled,
24 including, but not limited to, State Unemployment Compensation or
25 Workers' Compensation. SUPERINTENDENT assumes the full responsibility
for the acts and/or omissions of its employees or agents as they

1 relate to the services to be provided under this AGREEMENT.
2 SUPERINTENDENT shall assume full responsibility for payment of all
3 federal, state and local taxes or contributions, including
4 unemployment insurance, social security and income taxes with respect
5 to SUPERINTENDENT'S employees.

6 5.0 HOLD HARMLESS.

7 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
8 hold harmless DISTRICT, its Governing Board, officers, agents, and
9 employees from liability and claims of liability for bodily injury,
10 personal injury, sickness, disease, or death of any person or
11 persons, or damage to any property, real personal, tangible or
12 intangible, arising out of the negligent acts or omissions of
13 employees, agents or officers of SUPERINTENDENT or the Orange County
14 Board of Education during the period of this AGREEMENT.

15 B. DISTRICT hereby agrees to indemnify, defend, and hold
16 harmless SUPERINTENDENT, the Orange County Board of Education, and
17 its officers, agents, and employees from liability and claims of
18 liability for bodily injury, personal injury, sickness, disease, or
19 death of any person or persons, or damage to any property, real,
20 personal, tangible or intangible, arising out of the negligent acts
21 or omissions of employees, agents or officers of DISTRICT during the
22 period of this AGREEMENT.

23 6.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract
24 or assign the performance of any of the services in this AGREEMENT
25 with out prior written approval of the party.

1 7.0 TOBACCO USE POLICY. In the interest of public health, the
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
3 use of any tobacco products are prohibited in buildings and vehicles,
4 and on any property owned, leased or contracted for by the
5 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
6 abide with conditions of this policy could result in the termination
7 of this AGREEMENT.

8 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
9 they will not engage in unlawful discrimination in employment of
10 persons because of race, color, religious creed, national origin,
11 ancestry, physical handicap, medical condition, marital status, or
12 sex of such persons.

13 9.0 TERMINATION. Either party may terminate this AGREEMENT with
14 or without reason with the giving of thirty (30) days written notice
15 to the other party. DISTRICT shall compensate SUPERINTENDENT only
16 for services satisfactorily rendered to the date of termination.
17 Written notice by DISTRICT shall be sufficient to stop further
18 performance of services by SUPERINTENDENT. Notice shall be deemed
19 given when received by the SUPERINTENDENT or DISTRICT or no later
20 than three (3) days after the day of mailing, whichever is sooner.

21 10.0 NOTICE. All notices or demands to be given under this
22 AGREEMENT by either party to the other, shall be in writing and given
23 either by: (a) personal service or (b) by U.S. Mail, mailed either by
24 registered or certified mail, return receipt requested, with postage
25 prepaid. Service shall be considered given when received if
personally served or if mailed on the third day after deposit in any

1 U.S. Post Office. The address to which notices or demands may be
2 given by either party may be changed by written notice given in
3 accordance with the notice provisions of this section. At the date
4 of this AGREEMENT, the addresses of the Parties are as follows:

5 DISTRICT: Capistrano Unified School District
33122 Valle Road
6 San Juan Capistrano, California 92675
Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
8 P.O. Box 9050
9 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

10 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to
11 seek redress for violation of, or to insist upon, the strict
12 performance of any term or condition of this AGREEMENT shall not be
13 deemed a waiver by that party of such term or condition, or prevent a
14 subsequent similar act from again constituting a violation of such
15 term or condition.

16 12.0 SEVERABILITY. If any term, condition or provision of this
17 AGREEMENT is held by a court of competent jurisdiction to be invalid,
18 void, or unenforceable, the remaining provisions will nevertheless
19 continue in full force and effect, and shall not be affected,
20 impaired or invalidated in any way.

21 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
22 shall be governed by the laws of the State of California with venue
23 in Orange County, California.

24 14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
25 attached hereto constitute the entire agreement among the Parties to
it and supersedes any prior or contemporaneous understanding or

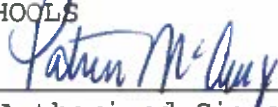
1 agreement with respect to the services contemplated, and may be
2 amended only by a written amendment executed by both Parties to the
3 AGREEMENT.

4 IN WITNESS WHEREOF, the Parties hereto set their hands.

5 DISTRICT: CAPISTRANO UNIFIED
6 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

7 BY: _____
8 Authorized Signature

BY:  _____
Authorized Signature

9 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

10 TITLE: _____

TITLE: Administrator

DATE: _____

DATE: June 23, 2016

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16 CapoUSD-Income-Hope Therapies Serv(43045)17
ZIP6

CAPISTRANO UNIFIED SCHOOL DISTRICT
INCOME AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2016, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

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

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described services and SUPERINTENDENT hereinafter set forth. Specifically, SUPERINTENDENT's Instructional Services - English Language Arts program shall provide the following services:

1 1.1 Provide Cognitive Coaching for DISTRICT's Coaches and
2 Coordinators; to develop the Cognitive Coaching skills of
3 site-based coaches who work with teachers in supporting and
4 strengthening classroom instruction; as described in the
5 "Service Proposal" dated May 13, 2016, which is attached
6 hereto as Exhibit "A" and incorporated by reference herein.

7 2.0 TERM. This AGREEMENT shall commence on July 1, 2016 and end on
8 June 30, 2017, subject to termination set forth in this AGREEMENT.

9 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT for services
10 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
11 total sum not to exceed Eleven thousand five hundred twenty dollars
12 (\$11,520.00). Payment shall be made at the rate of One thousand
13 dollars (\$1,000.00) per day. DISTRICT'S payment to SUPERINTENDENT
14 shall be made upon receipt of an itemized invoice from
15 SUPERINTENDENT. Payment shall be mailed to: Orange County
16 Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus
17 Drive, Costa Mesa, California 92626-9050, or at such other place as
18 SUPERINTENDENT may designate in writing.

19 4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for
20 any costs or expenses paid or incurred by SUPERINTENDENT in
21 performing services for DISTRICT, except as follows: N/A.

22 5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own
23 expense, all labor, materials, equipment, supplies and other items
24 necessary to complete the services to be provided pursuant to this
25 AGREEMENT, except as follows: Forty (40) books at the rate of Forty-
four dollars (\$44.00) per book will be reimbursed.

1 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
2 this AGREEMENT, shall be and act as an independent contractor.
3 SUPERINTENDENT understands and agrees that he/she and all of his/her
4 employees shall not be considered officers, employees or agents of
5 the DISTRICT, and are not entitled to benefits of any kind or nature
6 normally provided employees of the DISTRICT and/or to which
7 DISTRICT'S employees are normally entitled, including, but not
8 limited to, State Unemployment Compensation or Workers'
9 Compensation. SUPERINTENDENT assumes the full responsibility for the
10 acts and/or omissions of his/her employees or agents as they relate
11 to the services to be provided under this AGREEMENT. SUPERINTENDENT
12 shall assume full responsibility for payment of all federal, state
13 and local taxes or contributions, including unemployment insurance,
14 social security and income taxes with respect to SUPERINTENDENT'S
15 employees.

16 7.0 HOLD HARMLESS.

17 A. SUPERINTENDENT agrees to and does hereby indemnify,
18 defend, and hold harmless DISTRICT, its Governing Board, officers,
19 agents and employees from liability and claims of liability for
20 bodily injury, personal injury, sickness, disease, or death of any
21 person or persons, or damage to any property, real personal, tangible
22 or intangible, arising out of the negligent acts or omissions of
23 employees, agents or officers of SUPERINTENDENT or the Orange County
24 Board of education during the period of this AGREEMENT.

25 B. DISTRICT agrees to and does hereby indemnify, defend,
and hold harmless SUPERINTENDENT, the Orange County Board of

1 Education, and its officers, agents and employees from liability and
2 claims of liability for bodily injury, personal injury, sickness,
3 disease, or death of any person or persons, or damage to any
4 property, real personal, tangible or intangible, arising out of the
5 negligent acts or omissions of its Governing Board, employees, agents
6 or officers of DISTRICT during the period of this AGREEMENT.

7 8.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this
8 AGREEMENT shall not be assigned by SUPERINTENDENT without prior
9 written approval of DISTRICT.

10 9.0 TOBACCO USE POLICY. In the interest of public health, the
11 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
12 use of any tobacco products are prohibited in buildings and
13 vehicles, and on any property owned, leased or contracted for by the
14 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
15 abide with conditions of this policy could result in the termination
16 of this AGREEMENT.

17 10.0 TERMINATION. Either party may terminate this AGREEMENT with or
18 without cause with the giving of thirty (30) days written notice to
19 the other party. DISTRICT shall compensate SUPERINTENDENT only for
20 services satisfactorily rendered to the date of termination. Written
21 notice by DISTRICT shall be sufficient to stop further performance of
22 services by SUPERINTENDENT. Notice shall be deemed given when
23 received by the SUPERINTENDENT or DISTRICT or no later than three (3)
24 days after the day of mailing, whichever is sooner.

25 11.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
they will not engage in unlawful discrimination in employment of

persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

12.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

13.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

14.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be

invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

15.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

16.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

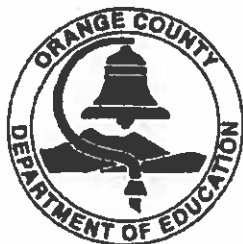
TITLE: _____

TITLE: Administrator

DATE: _____

DATE: July 1, 2016

CapistranoUSD-Cognitive Coaching-Income(43057)17
ZIP 6



**Orange County Department of Education
Division of Instructional Services
Service Proposal**

TO:

Marc Patterson

Executive Director Curriculum and Instruction, Secondary & Alternative Education

Capistrano Unified School District

33122 Valle Road, San Juan Capistrano, CA 92675

FROM:Mary Funaoka
Consultant, Instructional ServicesOCDE
200 Kalmus Drive
Costa Mesa, CA 92626**DATE:** May 13, 2016**PURPOSE:** Cognitive Coaching Training**AUDIENCE:** Coaches and Coordinators**ESTIMATED NUMBER OF PARTICIPANTS** 40 + 40 (2 cohorts)**LCAP PRIORITIES ADDRESSED:**

Conditions of Learning	Pupil Outcomes	Engagement
<input checked="" type="checkbox"/> Basic Services <input type="checkbox"/> Implementation of State Content Standards <input type="checkbox"/> Course Access	<input type="checkbox"/> Pupil Achievement <input checked="" type="checkbox"/> Other Pupil Outcomes	<input type="checkbox"/> Parental Involvement <input type="checkbox"/> Pupil Engagement <input checked="" type="checkbox"/> School Climate

NUMBER OF DAYS: 4 x 2 cohorts**PROPOSED TRAINING DATES:** Days 1&2 Fall, Days 3&4 Spring**LOCATION:** Capistrano Unified School District**SETUP:** Chevron - groups of 5**Note:** Additional CUSD participants who register for the OCDE

open Fall cohort shall receive a 30% discount.

**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

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ROBERT M. HAMMOND

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

GOAL(S):

This workshop is intended to develop the Cognitive Coaching skills of site-based coaches who work with teachers in supporting and strengthening classroom instruction.

EXPECTED MEASURABLE OUTCOME(S):

- Build trust by developing physical and verbal rapport
- Develop an identity as a mediator of people's thinking
- Utilize two meditative maps for planning and reflecting
- Facilitate self-directed learning through reflective questioning
- Develop higher levels of efficacy, consciousness, craftsmanship, flexibility and independence
- Distinguish four support functions: coaching, evaluating, consulting, collaborating
- Practice coaching interactions to differentiate for individuals needs
- Utilize the coaching toolkit of pause, paraphrase, and pose a question
- Apply coaching skills that enhance the intellectual processes of instruction
- Distinguish between the five categories of feedback

RESEARCH CITATION: Arthur Costa and Bob Garmston

ESTIMATED SERVICE COST: 4 days X \$1000 = TOTAL: \$4000 x 2 cohorts

ESTIMATED MATERIALS COST: Learning Guide (\$44) DISTRICT WILL PROVIDE:

<input checked="" type="checkbox"/> Projector	<input checked="" type="checkbox"/> Table Boxes (Writing utensils, sticky notes, etc.)
<input type="checkbox"/> Document Camera (ELMO)	Refreshments: <ul style="list-style-type: none"><input type="checkbox"/> Breakfast<input type="checkbox"/> Lunch<input type="checkbox"/> Snacks<input type="checkbox"/> Beverages
<input checked="" type="checkbox"/> Audio Speakers	<input checked="" type="checkbox"/> Handouts
<input type="checkbox"/> Microphone	<input type="checkbox"/> Wireless Access
<input type="checkbox"/> Laptops, tablets, etc. if needed	<input type="checkbox"/> Other (LMS Access, Website, Cloud Storage, Video, etc.)

PRESENTER WILL PROVIDE:

<input type="checkbox"/> Projector	<input type="checkbox"/> Table Boxes (Writing utensils, sticky notes, etc.)
<input type="checkbox"/> Document Camera (ELMO)	<input type="checkbox"/> Handouts (\$)
<input type="checkbox"/> Audio Speakers	<input type="checkbox"/> Wireless Access
<input type="checkbox"/> Microphone	<input type="checkbox"/> Other (LMS Access, Website, Cloud Storage, Video, etc.)
<input checked="" type="checkbox"/> Laptop	

ESTIMATED TOTAL COST: SERVICE + MATERIALS = \$4000 + \$44 X40 participants + mileage

\$5,760+ (cohort A)

ESTIMATED TOTAL COST: SERVICE + MATERIALS = \$4000 + \$44 X40 participants + mileage

\$5,760+ (cohort B)

☒ PROPOSAL ACCEPTED

Authorized Signature

5-17-16
Date

For Client Use:

This will serve as a proposal and agreement, not a Contract.

1 AGREEMENT NUMBER: 43134

2 CAPISTRANO UNIFIED SCHOOL DISTRICT
3 INCOME AGREEMENT

4 This AGREEMENT is hereby entered into this 1st day of July,
5 2016, by and between the Orange County Superintendent of Schools,
6 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred
7 to as SUPERINTENDENT, and Capistrano Unified School District, 33122
8 Valle Road, San Juan Capistrano, California 92675, hereinafter
9 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
10 collectively referred to as the Parties.

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

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

19 WHEREAS, SUPERINTENDENT is specially trained and experienced
20 and competent to perform the special services required by the
21 DISTRICT, and such services are needed on a limited basis;

22 NOW, THEREFORE, the Parties hereby agree as follows:

23 1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an
24 independent contractor to perform the following described services
25 and SUPERINTENDENT hereinafter set forth. Specifically,
SUPERINTENDENT's Instructional Services - Early Education Support
Services program shall provide the following services:

1 1.1 Provide professional development; as described in the
2 "Customized Coaching and Training (CCAT) Service Proposal"
3 dated June 28, 2016, which is attached hereto as Exhibit
4 "A" and incorporated by reference herein.

5 2.0 TERM. This AGREEMENT shall commence on August 1, 2016 and end on
6 June 30, 2017, subject to termination set forth in this AGREEMENT.

7 3.0 PAYMENT. DISTRICT agrees to pay the SUPERINTENDENT for services
8 satisfactorily performed pursuant to Section 1.0 of this AGREEMENT a
9 total sum not to exceed One thousand dollars (\$1,000.00). DISTRICT'S
10 payment to SUPERINTENDENT shall be made upon receipt of an itemized
11 invoice from SUPERINTENDENT. Payment shall be mailed to: Orange
12 County Superintendent of Schools, Attn: Accounting Manager, 200
13 Kalmus Drive, Costa Mesa, California 92626-9050, or at such other
14 place as SUPERINTENDENT may designate in writing.

15 4.0 EXPENSES. DISTRICT shall not be liable to SUPERINTENDENT for
16 any costs or expenses paid or incurred by SUPERINTENDENT in
17 performing services for DISTRICT, except as follows: N/A.

18 5.0 MATERIALS. SUPERINTENDENT shall furnish, at his/her own
19 expense, all labor, materials, equipment, supplies and other items
20 necessary to complete the services to be provided pursuant to this
21 AGREEMENT, except as follows: N/A.

22 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
23 this AGREEMENT, shall be and act as an independent contractor.
24 SUPERINTENDENT understands and agrees that he/she and all of his/her
25 employees shall not be considered officers, employees or agents of
the DISTRICT, and are not entitled to benefits of any kind or nature

1 normally provided employees of the DISTRICT and/or to which
2 DISTRICT'S employees are normally entitled, including, but not
3 limited to, State Unemployment Compensation or Workers'
4 Compensation. SUPERINTENDENT assumes the full responsibility for the
5 acts and/or omissions of his/her employees or agents as they relate
6 to the services to be provided under this AGREEMENT. SUPERINTENDENT
7 shall assume full responsibility for payment of all federal, state
8 and local taxes or contributions, including unemployment insurance,
9 social security and income taxes with respect to SUPERINTENDENT'S
10 employees.

11 7.0 HOLD HARMLESS.

12 A. SUPERINTENDENT agrees to and does hereby indemnify,
13 defend, and hold harmless DISTRICT, its Governing Board, officers,
14 agents and employees from liability and claims of liability for
15 bodily injury, personal injury, sickness, disease, or death of any
16 person or persons, or damage to any property, real personal, tangible
17 or intangible, arising out of the negligent acts or omissions of
18 employees, agents or officers of SUPERINTENDENT or the Orange County
19 Board of education during the period of this AGREEMENT.

20 B. DISTRICT agrees to and does hereby indemnify, defend,
21 and hold harmless SUPERINTENDENT, the Orange County Board of
22 Education, and its officers, agents and employees from liability and
23 claims of liability for bodily injury, personal injury, sickness,
24 disease, or death of any person or persons, or damage to any
25 property, real personal, tangible or intangible, arising out of the

negligent acts or omissions of its Governing Board, employees, agents or officers of DISTRICT during the period of this AGREEMENT.

8.0 ASSIGNMENT. The obligations of SUPERINTENDENT pursuant to this AGREEMENT shall not be assigned by SUPERINTENDENT without prior written approval of DISTRICT.

9.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

10.0 TERMINATION. Either party may terminate this AGREEMENT with or without cause with the giving of thirty (30) days written notice to the other party. DISTRICT shall compensate SUPERINTENDENT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by SUPERINTENDENT. Notice shall be deemed given when received by the SUPERINTENDENT or DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

11.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

1 12.0 NOTICE. All notices or demands to be given under this
2 AGREEMENT by either party to the other shall be in writing and given
3 either by: (a) personal service or (b) by U.S. Mail, mailed either
4 by registered or certified mail, return receipt requested, with
5 postage prepaid. Service shall be considered given when received if
6 personally served or if mailed on the third day after deposit in any
7 U.S. Post Office. The address to which notices or demands may be
8 given by either party may be changed by written notice given in
9 accordance with the notice provisions of this section. As of the
10 date of this AGREEMENT, the addresses of the parties are as follows:

11 DISTRICT: Capistrano Unified School District
12 33122 Valle Road
13 San Juan Capistrano, California 92675
14 Attn: _____

15 SUPERINTENDENT: Orange County Superintendent of Schools
16 200 Kalmus Drive
17 P.O. Box 9050
18 Costa Mesa, California 92628-9050
19 Attn: Patricia McCaughey

20 13.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
21 redress for violation of, or to insist upon, the strict performance
22 of any term or condition of this AGREEMENT shall not be deemed a
23 waiver by that party of such term or condition, or prevent a
24 subsequent similar act from again constituting a violation of such
25 term or condition.

14.0 SEVERABILITY. If any term, condition or provision of this
AGREEMENT is held by a court of competent jurisdiction to be
invalid, void, or unenforceable, the remaining provisions will
nevertheless continue in full force and effect, and shall not be
affected, impaired or invalidated in any way.

1 15.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
2 shall be governed by the laws of the State of California with venue
3 in Orange County, California.

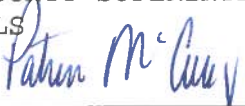
4 16.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
5 attached hereto constitute the entire agreement among the Parties to
6 it and supersede any prior or contemporaneous understanding or
7 agreement with respect to the services contemplated, and may be
8 amended only by a written amendment executed by both Parties to the
9 AGREEMENT.

10 IN WITNESS WHEREOF, the Parties hereto set their hands.

11 DISTRICT: CAPISTRANO UNIFIED SCHOOL
12 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

13 BY: _____
Authorized Signature

13 BY:  _____
Authorized Signature

14 PRINT NAME: _____

14 PRINT NAME: Patricia McCaughey

15 TITLE: _____

15 TITLE: Administrator

16 DATE: _____

16 DATE: July 5, 2016

19 CapistranoUSD-Cognitive Coaching-Income(43134)17
20 ZIP 6



Customized Coaching and Training (CCAT) SERVICE PROPOSAL



CONTRACTOR INFORMATION

DISTRICT/AGENCY LEGAL NAME: Capistrano Unified School District
 CONTACT NAME/TITLE: Debbi Keeler
 CONTACT PHONE/FAX: 949-234-5347
 CONTACT EMAIL: drkeeler@capousd.org
 ADDRESS FOR CONTRACT: 33122 Valle Road, San Juan Capistrano CA 92675

PROPOSED SERVICE DESCRIPTION	COST
11/29/16 half day ECERS training (topic TBD). Includes up to 45 minutes with leadership team and up to 2 hours of PD	\$500.00
1/31/17 half day CLASS training on Instructional Support. Includes up to 45 minutes with leadership team and up to 2 hours of PD	\$500.00
Total Proposed Services not to exceed:	\$1,000.00

JUSTIFICATION: Provide described services as requested by contracting agency

DATE(S) OF SERVICE: Services to start on August 1, 2016 and to be completed by June 30, 2017

TIME OF SERVICE: TBD

SERVICE LOCATION (location of training): 33122 Valle Road, San Juan Capistrano

TOTAL DOLLAR AMOUNT: \$1,000.00

INVOICING: Coaching and Technical Assistance (TA) services will be invoiced in full upon execution of contract, and will not be refunded if agency does not avail itself of the full scope of coaching or TA within the contracted time. Professional development services will be invoiced following completion of each professional development event.

ORIGINATOR: Melissa Wheelahan

.....
To be completed by contracting agency

I have reviewed the above service proposal and find it to be correct.

NAME Debbi Keeler

SIGNATURE _____

DATE 6-28-16



Resolution No. 1617-20

Resolution of the Board of Trustees of the Capistrano Unified School District
Declaring Support of One Billion Acts of Kindness

ON MOTION of Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, the One Billion Acts of Kindness initiative seeks to amplify civility, promote character development and create more positive school climates in Orange County and beyond; and

WHEREAS, kindness is a virtue that powerfully manifests character, which is embedded in California's educational standards and included among the 21st-century learning skills taught in Orange County's classrooms; and

WHEREAS, kind acts have the potential to reverse the course of social fragmentation, cynicism and political polarization; and

WHEREAS, acts of kindness may range from modest deeds, such as holding the door for a stranger or sending a kind note to a friend or relative, to larger actions, such as joining a beach clean-up or volunteering at a local animal shelter; and

WHEREAS, reaching the ambitious goal of recording One Billion Acts of Kindness necessitates a broad coalition of individuals and organizations working together toward a single outcome; and

WHEREAS, one billion is a number that is consistently measured in dollars and therefore can conceivably be reached in acts of kindness

NOW, THEREFORE, the Capistrano Unified School District and its Board of Education hereby pledge to join the One Billion Acts of Kindness campaign and will work to support and promote the objectives of this ambitious initiative until the final goal is reached.

PASSED AND ADOPTED by the Board of Trustees of Capistrano Unified School District this _____ day of _____, 2016, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA COUNTY OF ORANGE

I, _____, Clerk of Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the Governing Board at a regularly called and conducted meeting held on said date.

Clerk of the Board of Trustees

<http://kindness1billion.org>

**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00016184**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (the "Agreement"), is made as of this **June 13, 2016** ("Effective Date"), by and between Capistrano Unified School District ("Client") and the College Board (the "College Board").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "Deliverables") in accordance with the applicable schedules, which outline the Deliverables hereunder ("Schedule"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 1, 2016 and, unless sooner terminated as provided herein, will expire on June 30, 2017 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2016-2017 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is

exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not

limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

The College Board
250 Vesey Street
New York, NY 10281

Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

The College Board
250 Vesey Street
New York, NY 10281

Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:
Marc Patterson
Executive Director of Secondary
Curriculum and Instruction
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, California 92675-4859
Tel: (949) 234-5320
Email: mbpatterson@capousd.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement (“**Client Purchase Order**”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



**CAPISTRANO UNIFIED SCHOOL
DISTRICT**

THE COLLEGE BOARD

Signature

Kirsten Vital
Name

Superintendent
Title

Date

Signature

Cyndie Schmeiser
Name

Chief, Assessments
Title

Date

PSAT/NMSQT: Fall 2016

**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT¹ assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports to the schools designated by the Client in Section IV (List of Participating Schools):

A. Description of Services and Deliverables.**1. School and Student Deliverables:**

- a. PSAT/NMSQT test materials (student guides and test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- f. School online access to AP Potential™
- g. The Official Educator Guide

2. Client Deliverables:

- a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- b. Client online access to AP Potential

The test shall be administered on October 19, 2016. The alternate test administration is on November 2, 2016.

3. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

4. Required Information. The Client shall furnish the College Board with: (i) a list of participating high schools with their respective High School Code as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation For Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating high schools cannot be made after **September 16, 2016**. Schools without a valid high school code must submit a high school request form by **August 26, 2016**.

In the event that any of the Client's schools are omitted from the List of Participating Schools or listed without valid high school codes, then such schools shall not be covered under this Schedule, and students in Participating Schools that incorrectly enter a grade or fail to enter grade on their answer sheets will be incorrectly depicted in words furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule as outlined in Section II (Deliverables).

¹ PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

III. PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected there from, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of MyRoad, , and the publications and reports described in Section I (Background), including all copyrights, trademarks³, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). The Client acknowledges and agrees that, nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

2. PSAT/NMSQT Student Reports. The College Board hereby grants the Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for internal purposes only, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. The Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

3. Confidentiality. All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	HIGH SCHOOL CODE
Aliso Niguel High School	051324
California Preparatory Academy	054521
Capistrano Unified Adult School	053111
Capistrano Valley High School	051968
Connections Academy at Capistrano	054092
Dana Hills High School	050729
Junipero Serra High School	054385
Opportunities for Learning - Capistrano	051517
San Clemente High School	052814
San Juan Hills High School	054181
Tesoro High School	053149

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch (FRPL) percentage of the Client, and the assessment(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools² to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

Free and Reduced Price Lunch Percentage	Suite Pricing (All Three Assessments)	Two Assessments and/or Grades	Single Assessment and/or Grade
< 25%	\$11.00	\$12.00	\$14.00
≥ 25% and < 50%	\$10.50	\$11.50	\$13.00
≥ 50% and < 75%	\$9.50	\$11.25	\$12.75

² The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

≥ 75%	\$9.00	\$11.00	\$12.50
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Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; the Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2016**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$15.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT examination. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. An unused test fee of \$4 per booklet will be charged if unused by a school is calculated to be greater than 20% of their total test books ordered. However schools that use at least 80% of the tests ordered will not incur an unused test fee. Additionally Participating Schools will not incur unused test fees for contracted grade(s); however, unused test fees will apply for all other grades.

VI. CLIENT CONTACT INFORMATION

	Primary ³	Data Recipient ⁴	Billing ⁵	Bulk Registration (optional) ⁶
Name:	Marc Patterson	Anthony Tran	Angela Olvera	Anthony Tran
Title:	Executive Director of Secondary Curriculum and Instruction	Director		Director
Address:	33122 Valle Road	33122 Valle Road	33122 Valle Road	33122 Valle Road
City/State/Zip:	San Juan Capistrano, California 92675-4859	San Juan Capistrano, California 92675-4859	San Juan Capistrano, California 92675-4859	San Juan Capistrano, California 92675-4859
Phone:	(949) 234-5320	(949) 234-9200	(949) 234-9420	(949) 234-9200
Email:	mbpatterson@capousd.org	antran@capousd.org	asolvera@capousd.org	antran@capousd.org

³ This is the person to whom the College Board should direct primary communications.

⁴ This is the person to whom the College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

⁵ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁶ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

**Budget Schedule**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2016	June 30, 2017	4511	15	\$67,665.00	\$13,533.00	\$54,132.00
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2016	June 30, 2017	4479	15	\$67,185.00	\$13,437.00	\$53,748.00

Subtotal: \$134,850.00
Total Discount: \$26,970.00
Total Cost: \$107,880.00

AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT

This Affiliation Agreement is made and entered into this 26 day of May, 2016, in the State of California by and between CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "AFFILIATE") and The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, Irvine, Department of Ophthalmology (hereafter referred to as "UNIVERSITY").

WHEREAS, UNIVERSITY provides in its curriculum a project for the pediatric vision care through a community service agreement with the Children's and Families Commission of Orange County (CDCOC) (hereinafter collectively referred to as "Pediatric Vision Project"); and AFFILIATE.

WHEREAS, the UNIVERSITY desires to provide vision care to those preschool children that fail the annual vision screening as provided by the SD School Readiness Nurses it is desired that the AFFILIATE provide assistance to the UNIVERSITY as described in section VI of this document. The UNIVERSITY employs physicians and other personnel with training in ophthalmology and optometry and its support staff to perform such services;

IN FURTHERANCE of the foregoing purpose and the Pediatric Vision Project for the preschool children of Orange County it is agreed:

1. The UNIVERSITY shall transport the UCI Pediatric Eye Mobile to the school locations within the Capistrano Unified School District, Orange County.
2. UNIVERSITY shall provide its services described herein during normal school hours and /or on a mutually agreed upon schedule.

AFFILIATE is willing to allow UNIVERSITY to utilize the facilities at School District school locations for examination of the preschool children that fail the School Districts annual vision screen by the staff of the Pediatric Vision Project of UNIVERSITY as pursuant to the terms of this Agreement:

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. TERM

This Agreement shall become effective upon final execution and shall continue in effect until June 30, 2017; subject to termination by either party with or without cause at any time by either party upon ninety (90) days' prior written notice to the other party. Program year shall end in June, with the exact day varying from year to year as determined by the UNIVERSITY.

II. ASSIGNMENT

- A. UNIVERSITY'S Pediatric Vision Project STAFF and UCI VOLUNTEERS visiting the AFFILIATE shall be under the supervision of a physician who is a member of University who holds a faculty appointment with UNIVERSITY.
- B. UNIVERSITY may assign STAFF to visit the AFFILIATE under the direction of an Optometrist to provide vision care as determined by UNIVERSITY and agreed upon by AFFILIATE.
- C. STAFF and UCI VOLUNTEERS shall be subject to the rules and regulations of AFFILIATE and UNIVERSITY.
- D. UNIVERSITY STAFF visiting the AFFILIATE to meet the terms of the Orange County Pediatric Vision Project supported by the CFCOC shall be in good standing with UNIVERSITY. STAFF AND UCI VOLUNTEERS shall not be deemed to be employees of the AFFILIATE during the hours in which they are assigned to the UNIVERSITY'S vision project.

III. COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall AFFILIATE have obligation to pay monetary compensation or benefits to STAFF and UCI VOLUNTEERS.

IV. NON-DISCRIMINATION

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of ethnicity, religion, sex, national origin, ancestry, age or physical handicap.

V. OBLIGATIONS OF UNIVERSITY

- A. UNIVERSITY shall be responsible for the selection, education, placement of STAFF AND VOLUNTEERS visiting AFFILIATE to provide vision screenings and exams as called for in the Children's and Families Commission Orange County (CFCOC) Pediatric Vision Project.
- B. UNIVERSITY shall provide STAFF and VOLUNTEERS, along with AFFILIATE with all training and instruction required by UNIVERSITY'S Pediatric Vision Project.
UNIVERSITY STAFF will provide vision exams, prescription for glasses and corrective lenses as needs and glasses at no charge for the children referred to the UCI Pediatric Eye Mobile, assistance with program evaluation and advice to the AFFILIATE personnel on the need for referral of children for ongoing ophthalmologic care.
- C. UNIVERSITY shall determine the required number of hours of clinical experience required for STAFF providing the vision exams at the AFFILIATE. All plans for providing vision care at AFFILIATE shall be subject to the approval of AFFILIATE, which approval shall not be unreasonably withheld.
- D. UNIVERSITY'S STAFF visiting the AFFILIATE shall be provided professional medical liability coverage by the UNIVERSITY.
- E. AFFILIATE may, at any time, discontinue their participation in the Pediatric Vision Project upon notification to UNIVERSITY. Such dismissal shall not be arbitrary or unreasonable.
- F. The Pediatric Vision Project Principal Investigator/ faculty (PI) and assigned STAFF to visit the AFFILIATE's facility will meet with AFFILIATE's designated liaison prior to providing vision care to the AFFILIATE's preschool students. During this meeting the PI and Project Director will establish a time for visitation to the facility to provide eye exams for the preschool student cohort that fails the vision screenings conducted by the AFFILIATE'S SCHOOL READINESS NURSES (SRN). The vision screenings will be conducted according to the protocols specified within the Pediatric Vision Project and agreed to by the AFFILIATE. The Pediatric Vision Project PI and Project Director will be responsible for communicating any AFFILIATE requirements to the Vision Project STAFF and ensure compliance with AFFILIATE's requirements.

- G. The Vision Project PI and Project Director will provide AFFILIATE with a copy or multiple copies of the protocols and pediatric vision design and methodology. The faculty member or Project Director will arrange for meetings with the AFFILIATE's STAFF and SRN's so that the UNIVERSITY STAFF are knowledgeable of AFFILIATE's policies and procedures that might apply to the implementation of the Pediatric Vision Project.
- H. The faculty member and Vision Project STAFF will act as the liaison between to the AFFILIATE. UNIVERSITY will coordinate and oversee UNIVERSITY staff. They will update AFFILIATE when and if changes occur related to the Vision Project that might impact the AFFILIATE. They will communicate and work to resolve any project issue in a timely manner that may occur during the VISITATION of UNIVERSITY STAFF to the AFFILIATE'S facility. If they are not able to work through the issue they will seek counsel from the Project Director or PI.

VI. OBLIGATIONS OF AFFILIATE

- A. AFFILIATE shall retain ultimate control and responsibility for their facility.
- B. AFFILIATE shall designate a person to help coordinate with the UNIVERSITY project staff for the scheduling of the UCI Pediatric Eye Mobile.
- C. AFFILIATE will adopt the protocols designed by the Pediatric Vision Project staff to conduct screenings using the plus optix or other available screening devises and methods to identify the preschool student cohort that will require additional screening and/ or eye exams that could determine and identify the vision care needs of the children. This could be identification of those within the cohort that will need glasses prescribed and dispensed by the UNIVERSITY Vision Project Staff and/or the need for the student to be seen for tertiary care.
- D. AFFILIATE STAFF will provide data from the screening and will conduct follow-up inquiries on the students who fail the vision screens to ensure they are seen by a medical doctor or the visiting optometrist as required.
- E. AFFILIATE shall provide Vision Project STAFF with access to the preschool Cohort as described in the project outline, including a place to park the Pediatric Eye Mobile and access

to the cohort that has failed the vision screening conducted by the AFFILIATE SRN's and access to electrical outlets to provide power to the vision bus, if available.

- F. AFFILIATE shall make its best efforts to provide adequate space, support, and AFFILIATE STAFF assistance to ensure that the identified cohort is available for eye exams as prearranged.
- G. AFFILIATE shall permit the use of its parking facilities and electrical source (if applicable).
- H. AFFILIATE shall provide orientation program for faculty member and Vision Project STAFF if deemed necessary by the AFFILIATE.
- I. AFFILIATE shall assure the availability and appropriateness of the student cohort to be provided with eye exams by the UNIVERSITY STAFF. The cohort shall be limited to those preschool children who are enrolled in the school or other programs conducted on school grounds and who have received written consent from their parents or guardian for vision examination and a prescription of corrective lenses as appropriate.
- J. AFFILIATE shall detail the specific responsibilities and authority of the facility's staff as related to the Pediatric Vision Project.
- K. AFFILIATE shall assure that staff is adequate in number and quality to insure that the Pediatric Vision Projects visit to the AFFILIATES facilities are efficient and effective meeting the Visit objectives as outlined in the Vision Project agreement.
- L. With respect to any professional services performed by UNIVERSITY under this agreement, AFFILIATE agrees as follows:
 - a. To inform University immediately upon initiation of an investigation of UNIVERSITY STAFF or upon the occurrence of a substantive untoward event involving UNIVERSITY STAFF.
 - b. To advise UNIVERSITY, within 3 calendar days, of receipt of services of a complaint, Summons, or notice of a claim naming or involving UNIVERSITY STAFF. The UNIVERSITY will initiate actions as appropriate to address, investigate and/or defend the complaint/claim.

M. Cooperate with and assist UNIVERSITY in investigating facts which may serve as a basis for taking any disciplinary or academic action against UNIVERSITY staff. UNIVERSITY may but need not consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by UNIVERSITY'S recommended disciplinary action against UNIVERSITY STAFF. AFFILIATE shall have the right for good cause and after consultation with the UNIVERSITY to prohibit further attendance at AFFILIATE facilities of any UNIVERSITY STAFF provided that the AFFILIATE will not take any action against UNIVERSITY STAFF in an arbitrary and capricious manner. Upon such termination the UNIVERSITY will use its best efforts to replace terminated staff members with regard to these types of events.

VII. INDEMNIFICATION

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, agents or employees.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents or students.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

VIII. INSURANCE

A. AFFILIATE, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

A) Each Occurrence \$2,000,000

B) General Aggregate \$5,000,000

(not applicable to the Comprehensive form)

2. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

3. Worker's Compensation and Employers Liability Insurance in a form and amount covering AFFILIATE'S full liability under the Worker's Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and AFFILIATE against other insurable risks relating to performance.

It should be expressly understood, however that the coverage required under this Section A. (1), (2), (3) shall not in any way limit the liability of AFFILIATE. AFFILIATE upon the execution of this Agreement shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverage.

B. UNIVERSITY at its sole cost and expense, shall self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. General Liability Self-Insurance Program with limits as follows:

A) Each Occurrence \$2,000,000

B) General Aggregate \$5,000,000

2. Professional Medical Liability Self-insurance with limits as follows:

A) Each Occurrence \$2,000,000

B) General Aggregate \$5,000,000

If such insurance is written on a claims-made form, following termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement

3. Business Automobile Self-insurance Program for owned, scheduled, non-owned, or hired automobiles with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

4. Worker's Compensation and Employers Liability equivalent Self-Insurance Program covering UNIVERSITY'S full liability under the Worker's Compensation Insurance and Safety Act of the State of California as amended from time to time.

5. Sexual Abuse and Molestation coverage:

A. Per occurrence \$5,000,000

B. General Aggregate \$5,000,000

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the AFFILIATE and UNIVERSITY against other insurable risks relating to performance.

It should be expressly understood, however, that the coverage required under this Section B (1), (2) and (3) shall not in any way limit the liability of UNIVERSITY. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) day advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverage.

- A. The foregoing insurance limits and/or requirements as referred to under Section (A) and (B) above shall be subject to changes in or modifications, or coverage, forms and /or limits as mandated from time to time by insurance programs of the parties. When such changes or modifications are mandates, the parties shall agree to renegotiate requirements for insurance coverage, forms and/or limits within thirty (30) days from receipt of notification by either party or such change. The period for renegotiation shall be thirty (30) days. New contract terms regarding coverage, forms and/or limits shall be mutually agreed upon by the parties and shall be evidenced by a written addendum to this Agreement within the period of renegotiation. If the parties are unable to renegotiate said coverage, forms, and/or limits, this Agreement shall automatically terminate at the end of thirty (30) day period following renegotiation unless the parties mutually agree to extend the period for renegotiation and additional thirty (30) days.

IX. NOTICES

Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be served by personal service or registered mail. When served by registered mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

- A. Notice to AFFILIATE shall be addressed and mailed as follows:

Debbi R. Keeler
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

- B. Notice to UNIVERSITY shall be addressed and mailed as follows:

Dana White, CPA
Chief Administrative Officer, Department of Ophthalmology
Gavin Herbert Eye Institute
University of California, Irvine
850 Health Sciences Road
Irvine, CA 92697-3959

With a copy to the following:

Brant Yancey,

Interim Director

Purchasing & Risk Services

University of California,
Irvine
250 Public Services
Irvine, CA 92697-4350

UC Irvine Health
101 The City Dr., Rte 153
Orange, CA 92868

University of
California, Irvine
850 Health Sciences
Road
Irvine, CA 92697-
3959

Nance Hove
Director, Risk & Regulatory
Affairs

Pediatric Vision
Project Director
Gavin Herbert Eye
Institute

X. ENTIRE AGREEMENT

This Agreement supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations, or other agreements. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provision waived, only by a writing signed by the parties.

XI. USE OF PARTIES' NAME

- A. UNIVERSITY shall not publish or use, without AFFILIATE'S prior written consent, language, pictures or symbols, from which AFFILIATE'S name may be reasonably inferred or implied in any advertising, promotion or other publicity matter relating directly or indirectly to this agreement. UNIVERSITY shall have the right to acknowledge AFFILIATE'S support of the research performed under this Agreement in scientific publication and other scientific communications.
- B. AFFILIATE shall not publish or use, without UNIVERSITY'S prior written consent, UNIVERSITY'S name or language, pictures or symbols, from which UNIVERSITY'S name may be reasonably or indirectly inferred or implied in any advertising, promotion or other publicity matter relating to this Agreement. The provisions of the State of California, Education Code, Title 3, 92000 apply.

XII. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

XIII. RESPONSIBILITY FOR OWN ACTS

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

XIV. AUTHORIZATION WARRANTY

- A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.
- B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to bind AFFILIATE to each and every term, condition and obligation set forth in this Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

XV. COOPERATION IN DISPOSITION OF CLAIMS

AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims, Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of that date first appearing hereinabove, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

Name:
Title:

Brant Yancey, Interim Director
Purchasing and Risk Services

Date

Date

Tax ID # (Required Field)

Robert Lingua MD,
Professor of Ophthalmology &
Director, Pediatric Vision Project

Date: _____

SERVICE AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
Capistrano Unified School District

This Agreement to furnish services is by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, on behalf of Ecology and Evolutionary Biology at University of California, Irvine (hereinafter called "the University") and Capistrano Unified School District (hereinafter called "Contractor") located at 33122 Valle Road San Juan Capistrano, California.

I. SCOPE OF WORK

- A. The Contractor shall furnish to the University the following described services:

The K-12 Schools and Districts participating in the UCI NSF ESCAPE grant will reimburse Contractor for costs of substitute teachers to teach a full-day of class in place of the teachers participating in the two full-day ESCAPE follow-up professional development training days during the 2015-2016 academic year. The Contractor will invoice the University the costs of hiring the substitute teachers in the amount of \$150 per teacher per full-day of professional development.

- B. If applicable, Contractor agrees that N/A shall be assigned to perform the work set forth herein. No reassignment of work to any other individual shall be made without the written approval of the University.

- C. Reports:

☒ The Contractor shall provide reports as described:

Schools will provide invoices to the University, including teacher name, and payroll certification dates.

- D. If applicable, the services of the Contractor will assist the University in the performance of contract/grant no. DRL-1321343 sponsored by US National Science Foundation dated October 2013-September 30, 2018.

☐ Applicable portions of contracts are attached.

II. TERM OF AGREEMENT

- A. The period of performance for this Agreement shall be from 8/24/2015 through 6/30/2017.

- B. Either the University or the Contractor may terminate this Agreement for convenience at any time by giving the other 30 calendar days' written notice of such action.

- C. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated immediately by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. The University will pay the following to the Contractor for services performed:

1. Fees:

☒ Maximum \$150/day per substitute teacher not-to-exceed total of \$ 600.00
\$600.00

☐ See attached fee schedule \$

☐ \$ per ☐ day/☐ hour x not-to-exceed ☐ days/☐ hours \$

☐ \$ flat rate of \$
Subtotal \$ 600.00

2. Other Expenses:

☒ Amounts below are not-to-exceed amounts
☒ Receipts must be submitted with invoices for actual expenditures
☐ See attached fee schedule
☐ Per Diem at \$ for up to days \$
☐ Travel expenses: \$
☐ Other expenses: \$
Subtotal \$ N/A

MAXIMUM TO BE PAID UNDER THIS AGREEMENT: \$ 600.00

B. Payments.

☒ Payment will be made upon submission of an invoice by the Contractor setting forth charges in accordance with rates detailed in paragraph A above and the performance schedule in Article IV. below. Contractors shall submit invoices to person named in V., below.

OR

☐ Payments will be made on a monthly or periodic basis without invoice provided a schedule of specific payment has been made a part of this Agreement and is in accordance with the performance schedule set out in Article IV below.

No payments shall be made in advance of work performed, except as specified in the Agreement. The University has an integrated financial system that requires all its vendors to onboard into the system and to provide information, such as an Employer Identification or Social Security Number, address, etc. Payment under this Agreement shall not be made or required until or unless the Contractor onboards into the University's financial system.

IV. PERFORMANCE SCHEDULE

The first ESCAPE full-day follow-up professional development activities took place on September 29th for the teachers of 3rd grade, September 30th for 4th grade, and October 1st for 5th grade in 2015. The second full-day follow-up professional development activities are planned for all three grades together (3rd, 4th, and 5th grade teachers) on January 19th, 2016. They take place at the Orange County Department of Education and are developed and implemented by their staff in partnership with the Segerstrom Center for the Arts (SCFTA) and UCI. The teachers arrive at 7:30 am and are released at 3:30 pm. The teachers teach the art and science integrated lessons in their classrooms, partner with the SCFTA's teaching artists in the classroom, provide reflections on how the implementation went, and provide student test scores to complete their contracted work by June 30th 2016.

V. REPORTING

In performing services hereunder, the Contractor shall report to:

Brad Hughes, Principal Investigator, Maureen Burns, ESCAPE Project Coordinator, and Warda Bzeih, Financial Analyst

VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For the University:

Thelma Castro
Ecology and Evolutionary Biology
Ayala School of Biological Science, UC Irvine
949.824.5791, tcastro@uci.edu

For the Contractor:

Kirsten Vital
33122 Valle Road, San Juan Capistrano, CA 92675
949-234-9436, lnrust@capousd.org

VII. TAXES

The compensation stated in Article III of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Contractor's failure to include any applicable tax, or as the result of any changes in the Contractor's tax liabilities.

VIII. ASSIGNMENT OR SUBCONTRACTING

The Contractor may not assign or transfer this Agreement or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of the University. If the University consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

IX. PATENTS

Whenever any invention or discovery is made or conceived by the Contractor in the course of or in connection with this Agreement, the Contractor shall promptly furnish the University complete information with respect thereto and the University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. The Contractor will, at University expense, execute all documents and do all things necessary or proper with respect to such patent applications. The Contractor is specifically subject to an obligation to assign all right, title and interest in any such patent rights to the University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.

X. COPYRIGHT

The University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Contractor warrants that all creators of copyrightable material delivered under this Agreement to the University are, at the time of the material's creation, bona fide employees or subcontractors of the Contractor, and that such creation is within the course and scope of the creator's employment.

XI. CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS

1. The Contractor shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents, employees, or subcontractors.
2. The Contractor, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

- a. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$ <u>1,000,000</u>
(2) Products/Completed Operations Aggregate	\$ <u>1,000,000</u>
(3) Personal and Advertising Injury	\$ <u>1,000,000</u>
(4) General Aggregate (Not applicable to the Comprehensive Form)	\$ <u>1,000,000</u>

Such Insurance shall be written on an occurrence-based form. Claims-made policies will not be accepted.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (REQUIRED ONLY IF THE

CONTRACTOR DRIVES ON THE UNIVERSITY PREMISES IN THE COURSE OF PERFORMING WORK OR TRANSPORTATION IS PART OF THE CONTRACTED SERVICES HEREIN.)

- c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- d. Workers' Compensation as required by law.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of the Contractor. The Contractor shall furnish the University with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall:

- (1) Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage.
- (2) Indicate that The Regents of the University of California has been endorsed as an additional insured under the coverage referred to under a. and b.
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Contractor, its officers, agents, or employees.

XII. RECORDS ABOUT INDIVIDUALS

The State of California Information Practices Act of 1977, as well as University policy, sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties.

If the Contractor creates records about an individual of a confidential or personal type, including notes or tape recordings, the information shall be collected to the greatest extent practicable directly from the individual who is the subject of the information. When collecting the information, the Contractor shall inform the individual that the record is being made and the purpose of the record. Use of recording devices is permitted only if specified in this Agreement.

XIII. OWNERSHIP AND ACCESS TO RECORDS

All records are the property of the University and subject to state law and University policies governing privacy and access to files. The Contractor shall not use such information except as required in the performance of the services under this Agreement.

XIV. EXAMINATION OF RECORDS

The University, and if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of the Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. The Contractor shall retain project records for a period of five years from the date of final payment.

XV. CONFLICT OF INTEREST

- 1. The Contractor shall not hire any officer or employee of the University to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

2. The Contractor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Contractor's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with the University.
3. The Contractor shall not be in a reporting relationship to a University employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Contractor.

XVI. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

The Contractor will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Contractor will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Contractor agrees to adhere to the California Fair Employment and Housing Act. Contractor will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Contractor will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

XVII. CONFIDENTIALITY

The Contractor shall use his or her best efforts to keep confidential any information provided by the University and marked "Confidential Information," or any oral information conveyed to the Contractor by the University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Contractor can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor;
3. Is obtained lawfully from a third party; or
4. Disclosures as required by law. However, Contractor shall notify University in advance of such requests for release of information so as to allow the University reasonable time to oppose or seek to quash such disclosures with the court if it desires.

XVIII. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

XIX. NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

XX. STANDARD FOR PERFORMANCE

The parties acknowledge that the University, in selecting the Contractor to perform the services hereunder, is relying upon the Contractor's reputation for excellence in the performance of the services required hereunder. The Contractor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Contractor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XXI. INDEPENDENT CONTRACTOR

Contractor in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that its employees, contractors, subcontractors, and agents shall not be considered officers, employees, or agents of University, and are not entitled to benefits of any kind or nature normally provided to employees. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance (as applicable), social security, and income tax withholding with respect to Contractor employees.

XXII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Orange County, California, and any enforcement of the arbitrator's decision shall be brought in a court of competent jurisdiction in Orange County, California.

XXIII. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

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XXIV. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the Contractor and the University.

XXV. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

XXVI. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of California without regard to its conflicts of laws rules.

University Internal Approval(s):

Departmental Budgetary Officer (date)
Name: L. Mueller
Title: Department Chief

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

CONTRACTOR

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature (date)
Name: Kirsten Vital
Title: Superintendent

Responsible Administrative Official (date)
Purchasing and Risk Services

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/adm/pols/903-14.html>

**DUAL ENROLLMENT
BIOTECHNOLOGY COLLEGE & CAREER ACCESS PATHWAYS
PARTNERSHIP AGREEMENT
2016-2018**

This is a Biotechnology College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between South Orange County Community College District (SOCCCD) and Capistrano Unified School District (CUSD)

For clarity this document recites in italicized font, the verbatim language from Education Code Section 76004.

76004. Notwithstanding Section 76001 or any other law:

(a) The governing board of a community college district may enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness.

(b) A participating community college district may enter into a CCAP partnership with a school district partner that is governed by a CCAP partnership agreement approved by the governing boards of both districts. As a condition of, and before adopting, a CCAP partnership agreement, the governing board of each district, at an open public meeting of that board, shall present the dual enrollment partnership agreement as an informational item. The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.

SOCCCD District Board Meetings:

- (a) Information Board Meeting Date: June 27, 2016
- (b) Public Comment/Approval Board Meeting Date: July 18, 2016

CUSD Board Meetings:

- (a) Information Board Meeting Date: June 22, 2016
- (b) Public Comment/Approval Board Meeting Date: July 20, 2016

(c)(1) The CCAP partnership agreement shall outline the terms of the CCAP partnership and shall include, but not necessarily be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP partnership agreement shall also establish protocols for information sharing, in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses.

- (a) Total number of high school students to be served: 40-80 per semester per course.
- (b) Total number of FTES projected to be claimed under this Agreement: 9-12 per semester (based on 40 students).
- (c) Scope, nature, time, location and listing of community college courses to be offered (including student learning support courses) will be appended to this document each semester during the term of this Agreement and shall be known as Appendix A. Appendix A shall accompany the original submission of this document to the Chancellor's Office and shall subsequently be submitted per Chancellor's Office instructions.

(c)(2) The CCAP partnership agreement shall identify a point of contact for the participating community college district and school district partner.

SOCCCD (Irvine Valley College) Point of Contact:

Name: Traci Fahimi, Dean, Social and Behavioral Sciences, Academic Programs, tfahimi@ivc.edu. (949) 451-5204.

CUSD/Dana Hills High School Point of Contact:

Name: Marc B. Patterson, Executive Director of Secondary Curriculum & Instruction, (949) 234-9261, MBPATTERSON@capousd.org.

(c)(3) A copy of the CCAP partnership agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department before the start of the CCAP partnership. The chancellor may void any CCAP partnership agreement it determines has not complied with the intent of the requirements of this section.

Date of CCAP submission to the Chancellor's Office: August 15, 2016.

By Whom: Traci Fahimi, Dean, Social and Behavioral Sciences, Academic Programs, Irvine Valley College

(d) A community college district participating in a CCAP partnership shall not provide physical education course opportunities to high school pupils pursuant to this section or any other course opportunities that do not assist in the attainment of at least one of the goals listed in subdivision (a).

(e) A community college district shall not enter into a CCAP partnership with a school district within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

(f) A high school pupil enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

SOCCCD (Irvine Valley College) agrees to abide by sections (d), (e), and (f) above.

(g) A community college district participating in a CCAP partnership may assign priority for enrollment and course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending a middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001.

(h) The CCAP partnership agreement shall certify that any community college instructor teaching a course on a high school campus has not been convicted of any sex offense as defined in Section 87010, or any controlled substance offense as defined in Section 87011.

Under the terms of this Agreement, any community college instructor teaching at a high school campus must submit to a live scan fingerprint analysis which will be kept on file at the South Orange County Community College Community College District and the Capistrano Unified School District.

(i) The CCAP partnership agreement shall certify that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus.

SOCCCD (Irvine Valley College) and CUSD/Dana Hills High School hereby certify that no existing high school teachers will be displaced or terminated as a result of CCAP partnership courses being taught on the high school campus.

(j) The CCAP partnership agreement shall certify that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus.

SOCCCD (Irvine Valley College) and CUSD/Dana Hills High School hereby certify that no Irvine Valley College faculty members have been displaced or terminated as a result of CCAP partnership courses being taught on the high school campus.

(k) The CCAP partnership agreement shall include a certification by the participating community college district of all of the following:

(k)(1) A community college course offered for college credit at the partnering high school campus does not reduce access to the same course offered at the partnering community college campus.

SOCCCD (Irvine Valley College) hereby certifies that the courses listed in Appendix A of this Agreement do not reduce access to the same courses offered at Irvine Valley College.

(k)(2) A community college course that is oversubscribed or has a waiting list shall not be offered in the CCAP partnership.

SOCCCD (Irvine Valley College) hereby certifies that college departments offering the

courses listed in Appendix A of this Agreement do not have oversubscribed sections prior to commencement of the semester.

(k)(3) Participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college.

SOCCCD (Irvine Valley College) hereby certifies that pupils participating in this Agreement will not lead to enrollment displacement of otherwise eligible students at Irvine Valley College.

(l) The CCAP partnership agreement shall certify that both the school district and community college district partners comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP partnership course offered for high school credit.

CUSD/Dana Hills High School and SOCCCD (Irvine Valley College) hereby certify that this Agreement complies with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching courses listed in Appendix A of this document.

Further, SOCCCD (Irvine Valley College) hereby certifies that all instructors teaching courses listed in Appendix A of this Agreement have met Minimum Qualifications prescribed according to the document "Minimum Qualifications for Faculty and Administrators in California Community Colleges" dated January 2012.

*(m) The CCAP partnership agreement shall specify both of the following:
(m)(1) Which participating district will be the employer of record for purposes of assignment monitoring and reporting to the county office of education.*

Capistrano Unified School District will be the employer of record for all teachers paid by CUSD participating in this Agreement.

SOCCCD will be the employer of record for all faculty paid by SOCCCD teaching at the high schools listed in this Agreement.

(m)(2) Which participating district will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

Capistrano Unified School District will assume reporting responsibilities pursuant to applicable federal teacher quality mandates.

SOCCCD (Irvine Valley College) will direct the respective college departments to conduct evaluation of all faculty teaching under this Agreement according to the regular college faculty evaluation guidelines and timelines.

(n) The CCAP partnership agreement shall certify that any remedial course taught by community college faculty at a partnering high school campus shall be

offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation.

CUSD/Dana Hills High School and SOCCCD (Irvine Valley College) hereby certify that none of the courses taught under this agreement are remedial.

(o)(1) A community college district may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP partnership agreement.

(o)(2) For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus pursuant to paragraph (1) of subdivision (p) shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils.

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in subsections (o)(1) and (o)(2).

(p) A community college district may allow a special part-time student participating in a CCAP partnership agreement established pursuant to this article to enroll in up to a maximum of 15 units per term if all of the following circumstances are satisfied:

(1) The units constitute no more than four community college courses per term.

(2) The units are part of an academic program that is part of a CCAP partnership agreement established pursuant to this article.

(3) The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in subsections (p), (1), (2), and (3). SOCCCD (Irvine Valley College) agrees to restrict college course enrollment to pupils affected pursuant to this Agreement to no more than two college courses during the regular high school day. Pursuant to subsection (p) above, pupils under this Agreement could take up to 15 units or a maximum of four college courses per term, but the other two community college courses must occur either in zero period, after school, at the community college campus, or online.

(q) The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.

SOCCCD (Irvine Valley College) hereby agrees to the conditions specified above in subsections (q).

(r) A district shall not receive a state allowance or apportionment for an

instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment.

CUSD/Dana Hills High School and SOCCCD (Irvine Valley College) agree that the District shall claim full Average Daily Attendance (ADA) per pupil for at least 240 minutes of non-college instruction.

(s) The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity.

(t) (1) For each CCAP partnership agreement entered into pursuant to this section, the affected community college district and school district shall report annually to the office of the Chancellor of the California Community Colleges all of the following information:

(A) The total number of high school pupils by school site enrolled in each CCAP partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws.

(B) The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants.

(C) The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants.

(D) The total number of full-time equivalent students generated by CCAP partnership community college district participants.

SOCCCD (Irvine Valley College) and CUSD/Dana Hills High School agree to annually report to the office of Chancellor of the California Community College sections A through D above.

(2) On or before January 1, 2021, the chancellor shall prepare a summary report that includes an evaluation of the CCAP partnerships, an assessment of trends in the growth of special admits system wide and by campus, and, based upon the data collected pursuant to this section, recommendations for program improvements, including, but not necessarily limited to, both of the following:

(A) Any recommended changes to the statewide cap on special admit full-time equivalent students to ensure that adults are not being displaced.

(B) Any recommendation concerning the need for additional student assistance or academic resources to ensure the overall success of the CCAP partnerships.

(3) The chancellor shall ensure that the number of full-time equivalent students generated by CCAP partnerships is reported pursuant to the reporting requirements in Section 76002.

(u) The annual report required by subdivision (t) shall also be transmitted to all of the following:

(1) The Legislature, in compliance with Section 9795 of the Government Code.

(2) The Director of Finance.

(3) The Superintendent.

(v) A community college district that violates this article, including, but not necessarily limited to, any restriction imposed by the board of governors pursuant

to this article, shall be subject to the same penalty as may be imposed pursuant to subdivision (d) of Section 78032.

(w) The statewide number of full-time equivalent students claimed as special admits shall not exceed 10 percent of the total number of full-time equivalent students claimed statewide.

(x) Nothing in this section is intended to affect a dual enrollment partnership agreement existing on the effective date of this section under which an early college high school, a middle college high school, or California Career Pathways Trust existing on the effective date of this section is operated. An early college high school, middle college high school, or California Career Pathways Trust partnership agreement existing on the effective date of this section shall not operate as a CCAP partnership unless it complies with the provisions of this section.

(y) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2022, deletes or extends that date.

In compliance of AB 288, assessment of the DHHS students' benefit from the courses taken as part of the Biotechnology CCAP will be based on, in part, high school completion rate, job placement or certificate completion and continuance of college courses beyond CCAP.

EXIT CLAUSE

For purposes of allowances and apportionments from Section B of the State School Fund, Irvine Valley College reserves the right to cancel this program or convert a CCAP pathway into a fee-based contract education program if the South Orange County Community College District experiences a workload reduction, a significant budget reduction, a regulatory change disallowing apportionment for special admissions (high school) students, or elimination of basic aid funding of the South Orange County Community College District. Irvine Valley College will communicate to CUSD any necessary change in writing within 5 working days. A change to fee-based instruction would be effective for the following semester.

CUSD reserves the right to cancel this program or work with Irvine Valley College to move it to another site if CUSD experiences a significant budget reduction, staffing issues, facilities issues, low enrollment or other unforeseen difficulties. CUSD will communicate any necessary change to Irvine Valley College in writing within 5 working days prior to the cancellation going into effect.

HOLD HARMLESS CLAUSE

SOCCCD agrees to defend, indemnify, and hold harmless CUSD, and CUSD's trustees, employees, and agents, for any liability, loss, damage, or expense in any way connected with this Agreement which is caused by the negligence or other wrongdoing of SOCCCD or its trustees, employees, or agents. CUSD agrees to defend, indemnify, and hold harmless SOCCCD, and SOCCCD's trustees, employees, and agents, for any liability, loss, damage, or expense in any way connected with this Agreement which is caused by the negligence or other wrongdoing of CUSD or its trustees, employees, or agents.

In witness thereof, the Chancellor of the South Orange County Community College District, the President of Irvine Valley College, and the Superintendent of the Capistrano Unified School District are the signatories of this Memorandum of Understanding.

_____	_____
Dr. Debra L. Fitzsimons, Acting Chancellor South Orange County Community College District	Date

_____	_____
Dr. Glenn R. Roquemoire, President, Irvine Valley College	Date

_____	_____
Kirsten Vital Superintendent, Capistrano Unified School	Date

APPENDIX A

Scope, nature, time, location and listing of community college courses to be offered:

SCOPE:

Approximately 100 hours of classroom lecture and laboratory college-level instruction in biotechnology.

NATURE OF THE COURSES:

Career Technical Education and College and Career Access Pathways partnership courses in biotechnology offered by Irvine Valley College. Offerings are open to students of Dana Hills High School exclusively and are in full compliance with AB 288.

TIME AND LOCATION:

Scheduling for BIOT 70 (Fall 2016) and BIOT 70L (Spring 2017) on the Dana Hills High School Campus will be during the regular bell schedule. (NOTE: BIOT 273 has been requested to be offered in Summer 2017.)

- First section meets 3 times a week. On Mondays it meets for one hour and then on Tuesday and Thursday it meets for 1 hour and 40 minutes.
- Second section meets 4 times a week for 65 minutes.
- Supplemental Instruction support course (TU 301) meets as needed.

COURSE DESCRIPTIONS (LISTING):

BIOT 70: Catalog Description:

Biotechnology is the use of microorganisms or biological substances, such as enzymes, to solve problems, develop or make useful products, perform specific industrial or manufacturing processes such as the bio-conversion of organic waste and the use of genetically altered bacteria in the cleanup of oil spills. This course is an introduction to the field of biotechnology including a history of its origin and development, a survey of modern industrial applications and accomplishments, ethical considerations, and career paths. Industry practices and ethics will be emphasized. Field trips may be required.

BIOT 70L: Catalog Description:

This laboratory course addresses basic skills and techniques common to the biotechnology industry. Topics include measurement of activity and quantity of proteins, growth and manipulation of bacteria, genetic engineering and antibody methods. This course is intended for students majoring in applied biotechnology and is the recommended course to accompany BIOT 70.

This course is being offered by Irvine Valley College at the request of the Capistrano Unified School District. Email memoranda from CUSD Superintendent Kristen and M. Vital Mark B. Patterson, Executive Director of Secondary Curriculum & Instruction, Capistrano Unified School District, confirms the nature of the requested career pathways dual enrollment curriculum:

From: Patterson, Marc B. [mailto:MBPATTERSON@capousd.org]
Sent: Wednesday, April 20, 2016 1:23 PM
To: Craig Justice <cjustice@ivc.edu>; Allemann, Jason J. <JJAllemann@capousd.org>; Sabol, Amy M. <AMSABOL@capousd.org>
Subject: Re: Bio Tech

Hello-

I just wanted to formally acknowledge that CUSD and Dana Hills would love to continue the work to build the biotech pathway with IVC. Dr. Allemann will be in contact.

Thank you for being so patient as we worked through this process.

Marc

From: Vital, Kirsten M.
Sent: Monday, March 28, 2016 5:35 PM
To: Patterson, Marc B.
Cc: Holliday, Susan E.; Allemann, Jason J.; Sabol, Amy M.; Romo, Patricia J.
Subject: RE: Saddleback

Done. Please make the MOU with IVC.



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: *Ms. Debra Carrillo*, Director English Learner Services

Capistrano Unified School District

From: *Ms. Erika L. Gonzalez*, Associate Director

Date: May 16, 2016

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Capistrano Unified School District agree as follow:

RECITALS

- A. Scope of Services: PIQE will provide a parent training course for the parents of the children enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a needs-assessment session, a series of weekly training sessions for parents culminating in a graduation ceremony with certificates given to parents who attend four sessions or more. The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-aged children.
- B. Location: _____
- C. Period of Performance: _____

Compensation per School : \$ 130.00 per parent graduate (those parents who attended four or more classes during the nine-week course) or a flat fee of \$ 5850.00 should there be less than 45 parent graduates in a Spanish class, and a flat fee of \$ 1950.00 for any additional class in another language should there be less than 15 parent graduates. District will allot for PIQE Organization to serve seven schools in the school year 2016 – 2017 with a budget of \$55,000.00.

School funding from: _____

In addition, schools where the PIQE program is provided will make available babysitting services as well as any refreshment to be provide to the parents

I accept these services at Capistrano Unified School District under the terms and conditions noted.

Director

Date

Parent Institute Representative:

Erika Gonzalez, Associate Director PIQE

Now Any
2670 N. Main Street Suite 370
Telephone: 714-540-9920 Fax: 714-540-9920
www.piqe.org
© PIQE 2013
1 of 1
EXHIBIT 20

MEMORANDUM OF UNDERSTANDING

By and Between:

WELLNESS & PREVENTION FOUNDATION DBA WELLNESS & PREVENTION CENTER (WPC),
And CAPISTRANO UNIFIED SCHOOL DISTRICT (CUSD), Collectively referred to as "Parties".

WELLNESS & PREVENTION FOUNDATION DBA WELLNESS & PREVENTION CENTER (WPC), a private non-profit California Corporation, desires to enter into a MEMORANDUM OF UNDERSTANDING (MOU) with CAPISTRANO UNIFIED SCHOOL DISTRICT (CUSD), to provide increased accessibility to mental health services for children and families. Services will be delivered by WPC according to the terms of this agreement between the partners of WPC and CUSD.

PARTICIPATION COMMITMENT OF WELLNESS & PREVENTION CENTER:

WPC will provide youth counseling and wellness programs at San Clemente High School, Vista del Mar Middle School, Bernice Ayers Middle School and Shorecliffs Middle School. Services will include assessment and individual and family therapy for students seeking mental health services related to their functioning and relationships and universal wellness education for students. The program will provide a maximum of forty (40) hours per week on site at San Clemente High School, 700 Avenida Pico, San Clemente, CA 92672. Services will be based on community need, as well as, the available facility space, as determined by SCHS designee. The program may provide five (5) hours per week at each of the San Clemente Middle Schools, Vista del Mar Middle School, Bernice Ayers Middle School and Shorecliffs Middle School.

PARTICIPATION COMMITMENT OF CAPISTRANO UNIFIED SCHOOL DISTRICT:

CUSD will provide locations at no cost to the Wellness & Prevention Center where mental health services may be provided to students, in order to increase accessibility to mental health services to the San Clemente community. CUSD will provide office space for confidential services, access to a computer with internet access, telephone, copy machine, and other office furniture at San Clemente High School, 700 Avenida Pico, San Clemente, CA 92672, Vista del Mar Middle School, Bernice Ayers Middle School and Shorecliffs Middle School.

TERM:

The term of this MOU shall commence on July 1, 2016, and shall continue in full force and effect to and including June 30, 2018. This MOU shall automatically terminate at close of business on June 30, 2018.

TERMINATION:

Termination without Cause: Each party may terminate this MOU, without cause, by giving written notice to the other party. Such termination shall be effective thirty (30) days following receipt of the written notice.

Termination for Cause: Should either party be in default of any term hereof, the other party may immediately terminate this MOU for cause if the defaulting party fails to cure the default within ten (10) calendar days of receiving a written notice of the default.

NON-ASSIGNABILITY:

This Agreement shall not be assigned by any party without first obtaining the express written consent of the other party.

INDEMNIFICATION:

CUSD shall, to the fullest extent permitted by law, defend, indemnify, and hold WPC and their directors, officers, agents, clients, volunteers, and employees harmless against any claim or demand arising from any actual or alleged act, error, or omission by CUSD or its directors, officers, agents, clients, volunteers, and employees or arising from CUSD's duties and obligations described in this agreement or imposed by law. This indemnity and hold harmless provision shall exclude any claim or demand arising out of the willful negligence or intentional acts, errors, or omissions of the District and/or its directors, officers, agents, clients, volunteers, and employees.

WPC shall, to the fullest extent allowed by law, defend, indemnify, and hold CUSD and its directors, officers, agents, clients, volunteers, and employees harmless against any claim or demand arising from any actual or alleged act, error, or omission by WPC or their directors, officers, agents, clients, volunteers, and employees or arising from WPC duties and obligations described in this agreement or imposed by law. This indemnity and hold harmless provision shall exclude any claim or demand arising out of the willful negligence or intentional acts, errors, or omissions of the WPC and/or its directors, officers, agents, clients, volunteers, and employees.

STATUS OF THE PARTIES:

This MOU is by and between independent entities, WPC and CUSD, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between WPC and CUSD.

INSURANCE:

WPC shall keep in full force and effect for the duration of the MOU the insurance policy attached to this agreement as Exhibit A.

ALTERATION OF TERMS:

This MOU fully expresses all understanding of WPC and CUSD with respect to the subject matter of this MOU, and shall constitute the entire Agreement between the parties for these purposes. No addition to, or alteration of the terms of this MOU, whether written or verbal, shall be valid unless made in writing and formally approved and executed by all parties.

CALIFORNIA LAW:

This MOU 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 the Agreement shall be maintained in Orange County, California.

:

WAIVER:

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

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.

CAPTIONS:

The captions contained in this Agreement are for convenience only, and shall not in any way affect the meaning or interpretation hereof, nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

SEVERABILITY

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

We, the undersigned, as authorized representative of WPC and CUSD do hereby approve this document.

_____ Date:

Marci Mednick Date: June 30, 2016

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

Marci Mednick, President
Board of Directors
Wellness & Prevention Center
8 Calle Angelitos
San Clemente, CA 92673



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wigmore Insurance Agency Inc. 2970 Harbor Blvd. #215 License #0811959 Costa Mesa CA 92626	CONTACT NAME: Ken Noden PHONE (A/C, No, Ext): (714) 979-6543 E-MAIL ADDRESS: commercial@wigmoreins.com FAX (A/C, No): (714) 549-2943														
INSURED Wellness & Prevention Foundation DBA: Wellness & Prevention Center 8 Calle Angelitos San Clemente CA 92673	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Nonprofits Ins. Alliance of CA</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits Ins. Alliance of CA		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2016 ALL LINES

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	2016-48255-NPO	7/1/2016	7/1/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 20,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 20,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
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PRODUCTS - COMP/OP AGG	\$ 3,000,000																			
	\$																			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	2016-48255-UMB-NPO	7/1/2016	7/1/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
EACH OCCURRENCE	\$ 2,000,000																			
AGGREGATE	\$ 2,000,000																			
	\$																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					<table border="1"><thead><tr><th></th><th>PER STATUTE</th><th>OTH-ER</th></tr></thead><tbody><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td></td></tr></tbody></table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$		E.L. DISEASE - EA EMPLOYEE	\$		E.L. DISEASE - POLICY LIMIT	\$			
	PER STATUTE	OTH-ER																		
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			
A	Sexual Conduct Liability		2016-48255-NPO	7/1/2016	7/1/2017	\$1,000,000 EA CLAIM \$3,000,000 AGG														
A	Liquor Liability					\$1,000,000 EA CAUSE \$1,000,000 AGG														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED PER ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT FOR PUBLIC ENTITIES FORM NIAC-E61 12 15.

CERTIFICATE HOLDER**CANCELLATION**

Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Timothy Wigmore/K140
---	---

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Addendum 1
MEMORANDUM OF UNDERSTANDING

By and Between:

WELLNESS & PREVENTION FOUNDATION DBA WELLNESS & PREVENTION CENTER (WPC),

And CAPISTRANO UNIFIED SCHOOL DISTRICT (CUSD)

On July 31, 2016, the WPC received funding to expand services to middle school students and their families in San Clemente. This will allow WPC to provide youth counseling and wellness programs at Bernice Ayers Middle School, Shorecliffs Middle School and Vista del Mar Middle School. Services will include assessment and individual and family therapy for students, parenting education, small group therapy and education, and universal wellness education for students. The program may provide up to twenty (20) hours per week based upon needs of each school and WPC funding.

We, the undersigned, as authorized representative of WPC and CUSD do hereby approve this document.

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

Date:

Marci Mednick Date: August 3, 2016
Marci Mednick, President
Board of Directors
Wellness & Prevention Center
8 Calle Angelitos
San Clemente, CA 92673

**California State University, Fullerton
Learning Activity Placement Agreement**

This agreement ("Agreement") is between the Trustees of the California State University on behalf of **California State University, Fullerton ("University")** and **Capistrano Unified School District ("Learning Site")**. In consideration of the mutual promises set forth below, the University and Learning Site ("parties") agree as follows:

I. Learning Site's Responsibilities

- A. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
- C. Provide student with a written description of the student's tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site's clients.
- E. If applicable, inform student of any background check, fingerprinting and/or a tuberculosis test requirements you may have; obtain and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.

II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
 - 1. Participate in all training required by the Learning Site.
 - 2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
 - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - 4. Abide by the Learning Site's rules and standards of conduct.
 - 5. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
- B. The University will advise student that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation a learning activity at the Learning Site.
- C. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

III. General Provisions

- A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his/her work. At the 5 year termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.

- B. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- D. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- F. Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of the University or the Learning Site.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- H. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:

California State University Fullerton
 Angela Warren
 Buyer III
 657-278-4532
 awarren@fullerton.edu

LEARNING SITE:

Capistrano Unified School District
 Gordon Amerson
 Associate Superintendent, Human Resources
 949-234-9371
 gdamerson@capousd.org

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

**CALIFORNIA STATE UNIVERSITY,
 FULLERTON**

By: _____

Authorized Signature Date

 Printed Name & Title

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Authorized Signature Date

 Printed Name & Title



2015-2016 Quarterly Report Williams Legislation Uniform Complaints

District: Capistrano Unified School District**District Contact:** Rich Montgomery *RM***Title:** Executive Director, Human Resource Services/Compliance

- | | | |
|--|--------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1 | July 1 to September 30, 2015 | Report due by October 30, 2015 |
| <input type="checkbox"/> Quarter #2 | October 1 to December 31, 2015 | Report due by January 29, 2016 |
| <input type="checkbox"/> Quarter #3 | January 1 to March 31, 2016 | Report due by April 29, 2016 |
| <input checked="" type="checkbox"/> Quarter #4 | April 1 to June 30, 2016 | Report due by July 29, 2016 |

Check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancies or Misassignments	0	0	0
Facility Conditions	0	0	0
CAHSEE Intensive Instruction & Services (high schools only)	0	0	0
TOTALS	0	0	0

Name of Superintendent: Kirsten M. Vital

Signature of Superintendent: *[Signature]*

Date: 7/19/2016

Please submit to: Thea Savas
Senior Administrative Assistant
200 Kalmus Drive, B-1000
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 327-1371



July 29, 2016

OSD/PERSONNEL/15413011550

**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 4th Quarter Report

I am pleased to provide the Williams Settlement Legislation 2015-16 fourth quarter report for Capistrano Unified School District. This report represents activity conducted by the Orange County Department of Education (OCDE) from April through June 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.

FOURTH QUARTER SUMMARY

Teacher Assignment Monitoring

- In the fourth quarter of 2015-16, OCDE completed teacher assignment monitoring for schools in deciles 1-3. Results are enclosed.

Uniform Complaint Procedures (UCP)

- No complaints were filed during the period of January through March 2016.

Upcoming Activities

- Planning for the 2016-17 Williams Settlement Legislation site reviews has begun. OCDE has provided districts with the site review schedule and has requested required documentation.

If you have any questions, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ts

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools
Dr. John A. Roach, Interim Assistant Superintendent, Personnel Services

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.



Orange County Department of Education
Williams Settlement Legislation
4th Quarter Report 2015- 16
Castrano Unified School District

TEACHER ASSIGNMENT MONITORING SUMMARY

School	Teacher Misassignments ¹	English Language Learner Misassignments ²	Teacher Vacancies ³	Teacher Vacancies Filled
Kinoshita Elementary	0	0	0	0
Viejo Elementary	0	0	0	0

Respectfully submitted,



Nicole Savio Newfield

Administrator, School and Community Services

7/29/16
Date

CUSD/PERSONNEL*16AUG0115:50

¹ The California Commission on Teacher Credentialing (CCTC) considers it a misassignment when a teacher lacks the proper subject-matter authorization, a proper teaching credential, or the appropriate authorization or credential to teach English Learners if one or more English Learners are assigned to the class. The Williams Settlement Legislation requires that county superintendents report to the CCTC the number of English Learner related misassignments involving classes in which 20% or more of the students are English Learners.

² English Language Learner (ELL) misassignments occur if the teacher was lacking the appropriate authorization and training to teach ELL and 20% or more of the students were English Language Learners.

³ A teacher vacancy occurs if 20 working days after school begins for the semester, a single designated teacher has still not been assigned to teach the class for the entire year or semester [Education Code 35186(h)(3) and California Code of Regulations Title 5 4600(b)].

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of August 17, 2016
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Abell, Hannah	Sub IF-Sp Ed	District Initiated	03/14/2016	06/30/2016
	Sub Inst Asst-Sp Ed			
2. Alberto, Irma	Sub Custodian I	Voluntary	04/23/2015	07/29/2016
3. Amaral, George	Sub Custodian I	District Initiated	02/11/2016	06/30/2016
4. Armenta, Amber	LVN	Voluntary	01/28/2016	07/19/2016
5. Bacopulos, Amanda	Sub IF-Sp Ed	District Initiated	10/11/2007	06/30/2016
	Sub Inst Asst-Sp Ed			
	Sub Inst Asst-Sp Ed			
	Presch			
6. Bencosme, Ligia	Sub Student Supvr	District Initiated	02/11/2016	06/30/2016
7. Booker, Janelle	Sub IF-Sp Ed	District Initiated	08/25/2004	06/30/2016
8. Breen, Amanda	Sub IF-Sp Ed	District Initiated	03/16/2011	06/30/2016
	Sub Inst Asst-Sp Ed			
9. Brigham, Regina	Sub Sch Bus Driver	District Initiated	04/24/2014	06/30/2016
10. Burnett, Danielle	Sub IF-Sp Ed	District Initiated	03/28/2016	06/30/2016
	Sub Inst Asst-Sp Ed			
11. Butler, Yvonne	Sub IF-Sp Ed	District Initiated	09/09/2013	06/30/2016
12. Camacho, Alejandro	Sub Custodian I	District Initiated	05/09/2013	06/30/2016
13. Cape, Amy	Presch Site Facilitator	Voluntary	11/18/2005	07/20/2016
14. Carlssrud, Macklin	Sub Storekeeper	District Initiated	05/09/2016	06/30/2016
	Delivery Driver			
15. Chau, Monica	FS Worker	Voluntary	12/15/2003	06/09/2016
16. Cipolla, Ina	Sub IF-Sp Ed	District Initiated	01/31/2014	06/30/2016
	Sub Inst Asst-Sp Ed			
17. Claud, Anita	FS Worker	Voluntary	08/25/2004	07/07/2016
18. Comes, Carla	Sub FS Worker	District Initiated	09/08/2009	06/30/2016
19. Contreras, Miguel	Sub IF-Sp Ed	District Initiated	04/13/2016	06/30/2016
	Sub Inst Asst-Sp Ed			
20. Corrales, Javier	Sub Blngl Inst Asst	District Initiated	01/28/2008	06/30/2016

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<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
21. Dakak, Sumer	Sub IF-Sp Ed Sub Inst Asst-Sp Ed Sub Inst Asst-Sp Ed Presch	District Initiated	09/28/2011	06/30/2016
22. Danesh, Afsaneh	Sub LVN	District Initiated	01/04/2016	06/30/2016
23. Del Rio, Michael	Sub Custodian I	District Initiated	02/11/2015	06/30/2016
24. Dinicola, Inna	Sub Student Supvr	District Initiated	02/29/2016	06/30/2016
25. Dohrman, Melissa	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	District Initiated	01/15/2015	06/30/2016
26. Dulla, Teresa	Sub Student Supvr	District Initiated	11/17/2010	06/30/2016
27. Escherich, Sarah	Sub IF-Sp Ed	District Initiated	09/04/2014	06/30/2016
28. Eubanks, Claudia	Sub IF-Sp Ed Sub Inst Asst-Sp Ed Sub Student Supvr	District Initiated	09/15/2014	06/30/2016
29. Ezell, Phillip	Sub Student Supvr	District Initiated	01/14/2015	06/30/2016
30. Fisher, Bryan	ASB Worker	District Initiated	08/13/2015	07/18/2016
31. Flores, Erin	Sub Student Supvr	District Initiated	03/22/2016	06/30/2016
32. Flower, Leslie	Sub IF-Sp Ed Sub Inst Asst-Sp Ed Sub SLPA	District Initiated	11/13/2014	06/30/2016
33. Freeman, Bari	Sub Student Supvr	District Initiated	01/28/2016	06/30/2016
34. Friedlander, Zackary	Sub IBI Asst/Tutor Sub IF-Sp Ed Sub Inst Asst-Sp Ed	District Initiated	01/15/2015	06/30/2016
35. Gallegos, Amelia	Sub Student Supvr	District Initiated	03/27/2014	06/30/2016
36. Gamez, Jorge	Sub Custodian I	District Initiated	10/20/2011	06/30/2016
37. Girardot, Heidi	Sub IF-Sp Ed Sub Inst Asst-Sp Ed Sub Inst Asst-Sp Ed Presch	District Initiated	03/01/2012	06/30/2016
38. Golden, Cynthia	Sub Student Supvr	District Initiated	02/12/2015	06/30/2016

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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>
39. Grass, Evelyn	Sub Clerk	Retirement	10/21/1996	10/01/2015
40. Grueterich, Justine	LVN	Voluntary	07/16/2016	08/12/2016
41. Guillen, Deborah	Sub Student Supvr	District Initiated	09/25/2015	06/30/2016
42. Gutierrez, Angelica	Buyer	Voluntary	10/27/2004	07/08/2016
43. Hafemann, Linda	Sub Presch Teacher	District Initiated	02/20/2015	06/30/2016
44. Hosseini, Victoria	Sub Student Supvr	District Initiated	06/11/2015	06/30/2016
45. Juhl-Vassiliadis, Kathleen	Sub FS Worker	Voluntary	04/28/2014	08/17/2016
46. Kalaer, Megan	IF-Sp Ed	Voluntary	02/08/2016	07/14/2016
47. Karakash, Tami	Sub Student Supvr	District Initiated	11/19/2015	06/30/2016
48. LaForte, Lynda	Sub Clerk	District Initiated	03/30/2015	06/30/2016
49. Larson, Jeffrey	Sub Student Supvr	District Initiated	08/28/2015	06/30/2016
50. Lasal-Tuttle, Laurie	Sub IF-Sp Ed	District Initiated	03/13/2012	06/30/2016
51. Lewis, Wanda	Academic Advisor	Retirement	09/05/2006	07/11/2016
52. Luckham, Jennifer	Sub FS Worker	District Initiated	06/26/2014	06/30/2016
53. Martinez, Francisco	Sub Custodian I	District Initiated	01/15/2015	06/30/2016
54. McBride, Susan	Sch Secretary II	Voluntary	10/08/2002	07/05/2016
55. McCullough, Marion	Sub IF-Sp Ed Sub Inst Asst-Sp Ed Sub Inst Asst-Sp Ed Presch	District Initiated	11/17/2011	06/30/2016
56. Mifkovich, Rosanna	FS Cashier	Relocation	06/12/2008	06/09/2016
57. Millenaar-Malinau, Claudia	Sub Student Supvr	District Initiated	09/24/2015	06/30/2016
58. Miramontes, Javier	Sub Custodian I	District Initiated	01/28/2016	06/30/2016
59. Moorefield, Mary	Sub Student Supvr	District Initiated	10/29/2015	06/30/2016
60. Naranjo, Maria	FS Worker	Voluntary	02/28/2000	06/10/2016

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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>
61. Newell, Michelle	Interpreter Hearing Impaired	Voluntary	08/24/2005	07/19/2016
62. Nicholas, Konstantina	FS Worker	Retirement	11/07/1991	08/01/2016
63. Owens, Melissa	Sub Elem Library Media Tech	District Initiated	11/19/2015	06/30/2016
64. Palmeri, Sherri	Sub Student Supvr	District Initiated	3/2/2016	06/30/2016
65. Pavahnejad, Sophie	Sub LVN Sub Elem Sch Office Mgr Sub Elem Sch Clerk	District Initiated	09/12/2012	06/30/2016
66. Powers, Shannon	Sub FS Worker	District Initiated	04/25/2016	06/30/2016
67. Ramirez, Antoinette	Sub IF-Sp Ed Sub Inst Asst-Sp Ed Inst Asst-Sp Ed Presch	District Initiated	09/21/2009	06/30/2016
68. Richens, Ariane	Sub IF-Sp Ed Inst Asst-Sp Ed Sub Caregiver-Sp Ed	District Initiated	12/11/2014	06/30/2016
69. Richey, Jenny	Sub Student Supvr	District Initiated	12/11/2014	06/30/2016
70. Rinchik, Sandra	IF-Sp Ed	Voluntary	02/27/2012	07/19/2016
71. Romero, Jeffrey	Sub Custodian I	District Initiated	04/24/2014	06/30/2016
72. Ruiz, Fabian	Sub LVN	District Initiated	12/11/2014	06/30/2016
73. Ruiz, Gerardo	Sub Custodian I	District Initiated	06/12/2013	06/30/2016
74. Saba, Sylvia	Sub Student Supvr	Voluntary	11/07/1995	06/10/2016
75. Schneringer, Sheri	Sub IF Sp Ed	District Initiated	12/11/2014	06/30/2016
76. Shcherba, Elizaveta	Sub Student Supvr	District Initiated	09/24/2015	06/30/2016
77. Singh, Kiran	Sub Student Supvr	District Initiated	10/09/2015	06/30/2016
78. Smith, Carol	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	District Initiated	10/09/2015	06/30/2016
79. Smith, Paige	Sub FS Worker	District Initiated	10/27/2009	06/30/2016

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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>
80. Suzuki, Jane	Sub Student Supvr	District Initiated	09/04/2014	06/30/2016
81. Tarricone, Roberta	Sub Student Supvr	District Initiated	02/11/2016	06/30/2016
82. Taylor, Ryan	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	District Initiated	10/21/2015	06/30/2016
83. Thurman, Meridee	Sub Student Supvr	District Initiated	04/24/2014	06/30/2016
84. Troth, Michelle	ASB Worker	Voluntary	02/23/2014	05/01/2016
85. Vadurro, Shannon	Sub FS Worker	District Initiated	06/16/2014	06/30/2016
86. Valencia, Judith	Sub Student Supvr	District Initiated	03/07/2016	06/30/2016
87. Velasco, Elsa	Sub Student Supvr	District Initiated	12/12/2013	06/30/2016
88. Vilorio, Asia	Sub Interpreter Hearing Impaired	District Initiated	04/25/2013	06/30/2016
89. Whitworth, Jill	Sub Student Supvr	District Initiated	04/23/2015	06/30/2016
90. Williams, Janice	Sub Student Supvr	District Initiated	02/25/2016	06/30/2016
91. Yerena, Victor	Maintenance Planner	Deceased	04/07/1980	07/05/2016
92. Zimmerman, Madeline	Sub IF-Sp Ed Sub Inst Asst-Sp Ed	District Initiated	11/03/2015	06/30/2016

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
93. LaPine, Linda	HS Attendance Clerk (10.5mo/40hpw)	\$2,987.98 mo	R26-1	07/21/2016
94. Miranda, Matthew	Maintenance Locksmith (12mo/40hpw)	\$4,018.49 mo	R38-1	08/01/2016
95. Mundschau, Steven	Technology Support Spec I (12mo/40hpw)	\$4,327.47 mo	R41-1	08/01/2016

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
96. Readman, Josh	Buyer/Planner (12mo/40hpw)	\$4,327.47 mo	R41-1	07/25/2016
97. Sanchez, Josue	Technology Support Spec I (12mo/40hpw)	\$4,327.47 mo	R41-1	08/01/2016
98. Van Zanten, Jody	Sch Receptionist (10.75mo/40hpw)	\$2,774.63 mo	R23-1	08/01/2016
<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
99. D'Aquila, Gina	FS Worker (9.5mo/15hpw)	\$12.82 hr	R14-1	08/12/2016
100. Dobos, Brooke	MS Campus Supervisor	\$16.01 hr	R23-1	08/12/2016
101. Gaynor-Walsh, Michelle	FS Worker (9.5mo/15hpw)	\$12.82 hr	R14-1	08/12/2016
102. Graham, Joanna	Blngl Inst Asst (9.5mo/17.5hpw)	\$15.24 hr	R21-1	08/12/2016
103. Lloyd, Douglas	MS Campus Supervisor (9.5mo/17.5hpw)	\$16.01 hr	R23-1	08/12/2016
104. Lopez, Fabian	FS Worker (9.5mo/15hpw)	\$12.82 hr	R14-1	08/12/2016
105. Miller, Elizabeth	FS Worker (9.5 mo/15hpw)	\$12.82 hr	R14-1	08/12/2016
106. Pennington, Taylor	FS Worker (9.5mo/10hpw)	\$12.82 hr	R14-1	08/12/2016

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
107. Gonzalez-Estrada, Miriam	Custodian I	\$17.24 hr	R26-1	07/13/2016
108. Han, Shirley	Student Supvr	\$10.00 hr		08/15/2016
109. Handajani, Cynthia	MS Campus Supvr	\$16.01 hr	R23-1	08/15/2016
110. Hernandez Jimenez, Luz	School Bus Driver	\$18.70 hr	R28-01	07/19/2016
111. Jepsen, Clint	Student Supvr	\$10.00 hr		08/15/2016
112. Mitchell, Alessandria	Inst Asst-Sp Ed IF-Sp Ed	\$14.86 hr \$15.62 hr	R20-1 R22-1	05/13/2016 05/13/2016
113. Moreno, Damian	Custodian I	\$17.24 hr	R26-1	07/08/2016
114. Navabpour, Cyrus	Inst Asst	\$14.50 hr	R19-1	04/03/2016
115. Romero, Ellen	FS Worker	\$12.82 hr	R14-1	08/03/2016- 08/05/2016
116. Sanchez, Christian	Custodian I	\$17.24 hr	R26-1	07/26/2016
117. Soto, Mario	Inst Asst	\$14.50 hr	R19-1	04/03/2016
118. Sundararajan, Kalaivani	Student Supvr	\$10.00 hr		08/15/2016
119. Swan Honaker, Anna	Inst Asst-Presch Sp Ed	\$14.50 hr	R19-1	07/06/2016
120. Underdahl, Elizabeth	MS Campus Supvr	\$16.01 hr	R23-1	08/15/2016
121. Whelan, Christina	Inst Asst-Sp Ed IF-Sp Ed	\$14.86 hr \$15.62 hr	R20-1 R22-1	07/01/2016 07/01/2016
<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
122. Balsis, Bradley	Sch Bus Driver Trainee	\$10.00 hr		11/30/2015- 12/03/2015
123. Chodirker, Alexis	Student Worker	\$10.00 hr		06/28/2016- 06/30/2016

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
124. Dillon, Nicholas	Student Worker	\$10.00 hr		06/28/2016- 06/30/2016
125. Fauchard, Evelyn	Student Supvr	\$10.00 hr		08/15/2016
126. Gingarelli de Tella, Georgina	Student Supvr	\$10.00 hr		08/15/2016
127. Kelly, Janice	Student Supvr	\$10.00 hr		08/15/2016- 06/01/2017
128. Konrad, Danette	Student Supvr	\$10.00 hr		08/15/2016
129. Postigo, Anna	Testing Asst	\$14.50 hr	R19-1	07/11/2016- 10/30/2016
130. Thompson, Angela	Student Supvr	\$10.00 hr		08/15/2016
131. Vega-Velasquez, Jacqueline	Student Worker	\$10.00 hr		06/20/2016- 06/30/2016

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
132. Caldwell, Kelly	Volleyball, Girls' (Asst)	Dana Hills HS	\$ 2,800.00	08/01/2016- 11/04/2016

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
133. Macias, Laura	Softball, Varsity (Asst)	San Clemente HS	\$ 327.00	05/14/2016
134. Malcom, William	Softball, Varisty (Head)	San Clemente HS	\$ 374.00	05/14/2016

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APPROVE CIF CO-CURRICULAR ASSIGNMENTS (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
135. Quiggle, Casey	Volleyball, Boys' (Head)	Aliso Niguel HS	\$ 351.00	05/04/2016- 05/10/2016

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
136. Allred, John	Football, (Asst)	San Clemente HS	\$ 2,500.00	07/01/2016- 07/23/2016
137. Alvino, Michael	Football, (Asst)	Tesoro HS	\$ 2,334.00	07/01/2016- 07/29/2016
138. Breese, Gabrielle	Pep Squad, Song (Asst)	Tesoro HS	\$ 7,500.00	07/01/2016- 06/01/2017
139. Buyukuncu, Derya	Swimming	San Juan Hills HS	\$ 3,500.00	07/01/2016- 07/31/2016
140. Calta, Danielle	Pep Squad, Dance	Tesoro HS	\$32,000.00	07/01/2016- 06/01/2017
141. Campbell, Bryan	Volleyball, Girls' (Asst)	Dana Hills HS	\$ 2,800.00	08/01/2016- 11/02/2016
142. Cardey, Christian	Water Polo, Girls' (Asst)	Tesoro HS	\$ 3,000.00	07/01/2016- 07/29/2016
143. Casillas, Robert	Football	Dana Hills HS	\$ 575.00	07/01/2016- 08/01/2016
144. Conrad, Todd	Swimming, Girls' (Head)	Tesoro HS	\$ 2,000.00	07/01/2016- 07/29/2016
145. Corral, Michael	Football	Dana Hills HS	\$ 575.00	07/01/2016- 08/01/2016
146. Crider, Eric	Theatre Stagecraft	Aliso Niguel HS	\$ 4,000.00	08/15/2016- 06/01/2017
147. Culbertson, Christopher	Football, (Asst)	San Clemente HS	\$ 2,500.00	07/01/2016- 07/23/2016

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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>
148. Cunningham, Robert	Football, (Asst)	San Clemente HS	\$ 1,000.00	07/01/2016- 07/23/2016
149. Degelsmith, Daylen	Swimming, Girls' (Asst)	Tesoro HS	\$ 500.00	07/01/2016- 07/29/2016
150. DeMaggio, Stanley	Game Worker	Capistrano Valley HS	\$ 3,000.00	08/01/2016- 06/30/2017
151. DeMario, Jordan	Basketball, Soph	San Juan Hills HS	\$ 1,600.00	07/01/2016- 07/31/2016
152. Deverrick, Georg	Soccer, Girls' Frosh (Head) Soccer, Girls' Varsity (Head)	Tesoro HS	\$ 6,086.00	07/01/2016- 07/14/2016
153. Diacono, Alyssa	Water Polo, Girls' (Asst) Water Polo, Boys' (Asst)	Tesoro HS	\$ 2,200.00 \$ 2,200.00	07/01/2016- 07/29/2016
154. Eaton, Patrick	Volleyball, Boys' Frosh/Soph (Head) Volleyball, Boys' JV (Head) Volleyball, Boys' Varsity (Head)	Tesoro HS	\$ 9,104.00	07/11/2016- 07/28/2016
155. Fettis II, Larry	Football, Frosh (Asst)	Tesoro HS	\$ 2,334.00	07/01/2016- 07/28/2016
156. Finley, Kathryn	Basketball, Girls'	San Juan Hills HS	\$ 500.00	07/01/2016- 07/31/2016
157. Fleming, Douglas	Basketball, Boys' Soph (Head)	Aliso Niguel HS	\$ 1,250.00	07/01/2016- 07/29/2016
158. Flynn, Makenzie	Soccer, Girls' (Asst)	San Clemente HS	\$ 1,000.00	06/15/2016- 07/15/2016

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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>
159. Frohner, Jeffrey	Football, (Asst)	San Clemente HS	\$ 2,500.00	07/01/2016- 07/23/2016
160. Gambrell, Frederick	Football	Dana Hills HS	\$ 575.00	07/01/2016- 08/01/2016
161. George, Tyler	Water Polo, Boys'	Capistrano Valley HS	\$ 2,801.00	07/01/2016- 07/31/2016
162. Gerrain, Alex	Soccer, Girls' (Asst)	San Clemente HS	\$ 1,600.00	06/15/2016- 07/15/2016
163. Goldstein, Stevie	Softball, Varsity (Asst)	Capistrano Valley HS	\$ 3,142.00	02/01/2016- 04/30/2016
164. Grant, Lindsey	Soccer, Girls' (Asst)	San Clemente HS	\$ 1,600.00	06/15/2016- 07/15/2016
165. Griffin, Jacob	Football, Frosh (Asst)	Tesoro HS	\$ 2,334.00	07/01/2016- 07/28/2016
166. Gurbach, David	Baseball, Varsity (Asst)	San Juan Hills HS	\$ 2,500.00	02/01/2016- 06/01/2016
167. Hambrick, Dennis	Basketball, Frosh	San Juan Hills HS	\$ 1,600.00	07/01/2016- 07/31/2016
168. Hammon, Natalie	Pep Squad, Song	Tesoro HS	\$ 8,250.00	07/01/2016- 06/01/2017
169. Harnish, James	Testing Asst	Capistrano Valley HS	\$ 500.00	05/02/2016- 05/25/2016
170. Henson, Trent	Football	Dana Hills HS	\$ 757.00	07/01/2016- 08/01/2016
171. Hildebrand, Brett	Football, (Asst)	Tesoro HS	\$ 3,000.00	07/01/2016- 07/29/2016
172. Hoffman, William	Game Worker	Capistrano Valley HS	\$ 1,500.00	07/01/2016- 06/30/2017
173. Houston, Michael	Dance, (Asst)	San Clemente HS	\$30,000.00	08/13/2016- 06/02/2017

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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>
174. Hull, Brittany	Cheer, JV	Aliso Niguel HS	\$12,650.00	06/10/2016- 06/01/2017
175. Iavarone, John	Football, Varsity	San Juan Hills HS	\$ 1,000.00	07/01/2016- 07/31/2016
176. Kirchmeyer III, Thomas	Football, (Asst)	Tesoro HS	\$ 3,850.00	03/12/2016- 07/29/2016
177. LaMasa, Joseph	Game Worker	Capistrano Valley HS	\$ 3,000.00	07/01/2016- 06/30/2017
178. Leslie, Lauren	Soccer, Girls' Varsity (Head)	San Clemente HS	\$ 1,350.00	07/01/2016- 07/15/2016
179. Lujan, Brittane	Song, Varsity	Aliso Niguel HS	\$ 1,450.00	06/10/2016- 06/30/2016
180. Lyons, Jennifer	Color Guard	Aliso Niguel HS	\$ 3,600.00	05/01/2016- 06/30/2016
181. Marada, Jordan	Soccer, Girls' (Asst)	Capistrano Valley HS	\$ 2,801.00	07/01/2016- 07/31/2016
182. Martinez, Brenda	Testing Asst	Capistrano Valley HS	\$ 500.00	05/02/2016- 05/25/2016
183. Mason, Laura	Choreographer	San Clemente HS	\$ 4,000.00	07/18/2016- 10/01/2016
184. Matsushima, Madison	Swimming, Girls' (Asst)	Dana Hills HS	\$ 1,800.00	02/14/2016- 05/06/2016
185. McCluskey, Taylor	Volleyball, (Asst)	Tesoro HS	\$ 2,334.00	08/22/2016- 10/25/2016
186. Moguet, Nicholai	Basketball, Girls' Football, Varsity	San Juan Hills HS	\$ 500.00 \$ 2,000.00	07/01/2016- 07/31/2016
187. Morris, Joseph	Football, (Asst)	Tesoro HS	\$ 3,000.00	07/01/2016- 07/29/2016

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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>
188. Mouleart, Vince	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,734.00	07/01/2016- 07/31/2016
189. Nichols, Allen	Football, Varsity JV (Asst)	Tesoro HS	\$ 2,801.00	07/01/2016- 07/28/2016
190. Nicholson, Sam	Soccer, Boys' (Asst)	Tesoro HS	\$ 2,640.00	07/01/2016- 07/29/2016
191. Perez, Elias	Volleyball, Girls' JV (Head)	Tesoro HS	\$ 2,801.00	07/11/2016- 07/28/2016
192. Pfeuffer, Bruce	Football	Dana Hills HS	\$ 575.00	07/01/2016- 08/01/2016
193. Phan, David	Band, (Asst)	Dana Hills HS	\$ 2,000.00	03/23/2016- 06/01/2016
194. Readen, Timothy	Water Polo, Boys' Varsity (Asst)	Capistrano Valley HS	\$ 2,801.00	07/01/2016- 07/31/2016
195. Reid, Christopher	Football, Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	07/01/2016- 07/29/2016
196. Rivera, Jon	Football, Frosh (Asst)	Tesoro HS	\$ 2,334.00	07/01/2016- 07/28/2016
197. Roman, Adam	Football, Varsity (Asst)	Aliso Niguel HS	\$ 3,000.00	07/01/2016- 07/29/2016
198. Ryan, Alayna	Color Guard	Capistrano Valley HS	\$ 6,000.00	09/21/2016- 06/30/2017
199. Rys, Devon	Dance, (Asst)	San Clemente HS	\$20,000.00	07/25/2016- 06/02/2017
200. Schooler, Clinton	Football	Dana Hills HS	\$ 575.00	07/01/2016- 08/01/2016
201. Sentman, Kelly	Soccer, Girls'	San Juan Hills HS	\$ 1,500.00	07/01/2016- 07/31/2016
202. Shackleford, Brian	Wrestling, Varsity (Asst)	Capistrano Valley HS	\$ 2,801.00	07/01/2016- 07/31/2016

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<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
203. Smit, Molly	Band, Orchestra	Capistrano Valley HS	\$10,000.00	07/01/2016- 06/30/2017
204. Soto, Matthew	Cross Country, Boys' (Head)	Capistrano Valley HS	\$ 3,501.00	07/18/2016- 08/10/2016
205. Stachowski, Michael	Water Polo, Boys' Frosh/Soph (Asst)	Aliso Niguel HS	\$ 1,500.00	05/20/2016- 06/30/2016
206. Takahashi, Roger	Football, Freshman (Head)	Tesoro HS	\$ 2,000.00	06/27/2016- 06/29/2016
207. Thomas, Melanie	Cheer, (Asst)	San Juan Hills HS	\$ 6,500.00	06/13/2016- 06/01/2017
208. Troiano, Kyle	Water Polo, Girls' (Head)	Tesoro HS	\$ 3,300.00	07/01/2016- 07/29/2016
	Water Polo, Boys' (Asst)		\$ 2,220.00	
209. Valerio, Joy	Testing Asst	Capistrano Valley HS	\$ 2,000.00	05/02/2016- 05/25/2016
210. VanEvery, Jacob	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,734.00	07/01/2016- 07/31/2016
211. Walcott, Michael	Football, (Asst)	Tesoro HS	\$ 3,000.00	07/01/2016- 07/29/2016
212. White, Allison	Volleyball, Girls' (Asst)	Dana Hills HS	\$ 2,000.00	08/01/2016- 11/02/2016
213. White, David	Track & Field, (Asst)	San Juan Hills HS	\$ 2,500.00	07/01/2016- 07/31/2016
214. White, Sean	Football, Varsity (Asst)	Capistrano Valley HS	\$ 3,734.00	07/01/2016- 07/31/2016
215. Wright, Kelly	Volleyball, Girls' JV	Dana Hills HS	\$ 2,000.00	08/01/2016- 11/02/2016

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<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
216. Zamites, Nicholas	Football, Frosh (Asst)	Tesoro HS	\$ 2,324.00	07/01/2016- 07/28/2016

APPROVE CUMA RECLASSIFICATION

07/01/2016

<u>Name</u>	<u>Former Position</u>	<u>2015-2016 Salary</u>	<u>Revised Position</u>	<u>2016-2017 Salary</u>
217. McClure, Travis	Mgr III, Transp Operations/Vehicle Maintenance	R44-2 \$80,222 yr	Mgr I, Transp Operations/ Vehicle Maintenance	R44-1 \$76,402 yr
218. Newkirk, Joel	Mgr V, Systems Integration & Analysis	R50-1 \$88,602 yr	Mgr II, Systems Integration & Analysis	R50-1 \$88,602 yr
219. Thienngern, Todd	Mgr V, Technical Support	R50-5 \$97,684 yr	Mgr II, Technical Support	R50-3 \$97,684 yr

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
220. Altimirano, Jesse	Custodian II (12mo/40hpw)	Maintenance Worker (Temp/40hpw)	R34-6	07/05/2016- 09/05/2016
221. Dalla Torre, Karla	Account Clerk III (12mo/40hpw)	Enrollment Tech (12mo/40hpw)	R37-15	07/21/2016

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APPROVE PROMOTION (Cont.)

<u>Name</u>	<u>Former Position</u>	<u>Position</u>	<u>Range Step</u>	<u>Effective Date</u>
222. Magana, Jose	Custodian I (12mo/40hpw)	Custodian II (12mo/40hpw)	R28-4	07/14/2016
223. Okuma, Gary	Pesticide Applicator Tech (12mo/40hpw)	Supvr, Grounds Operations (12mo/40hpw)	MGMT R36-1	07/11/2016
224. Rhodes, Henry	Custodian II (12mo/40hpw)	Maintenance Worker (Temp/40hpw)	R34-6	05/23/2016- 06/24/2016
225. Trainer, Josephine	Assistant Buyer (12mo/40hpw)	Buyer (Temp/40hpw)	R34-2	07/11/2016- 09/11/2016

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
226. Arbour, Jennifer	Student Supvr (9.5mo/10hpw)	Student Supvr (9.5mo/18.4hpw)		08/15/2016- 06/01/2017
227. Cabral, Juan	FS Worker (9.5mo/15hpw)	FS Worker (9.5mo/30hpw)	R14-2	08/12/2016
228. Castronea, Anthony	HS Campus Supvr (9.5mo/17.5hpw)	HS Campus Supvr (9.5mo/30hpw)	R25-5	08/12/2016
229. Lopez, Lucy	LVN (9.5mo/25hpw)	LVN (9.5mo/30hpw)	R30-2	08/12/2016
230. Peterson, Caroline	Student Supvr (9.5mo/19.5hpw)	Student Supvr (9.5mo/12.75hpw)		08/15/2016- 06/01/2017
231. Rodriguez, Deborah	FS Cashier (9.5mo/10hpw)	FS Cashier (9.5mo/25hpw)	R16-2	08/12/2016
232. Rydquist, Carol	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-5	08/12/2016
233. Wykoff, Patti	Student Supvr (9.5mo/3.0hpw)	Student Supvr (9.5mo/20.9hpw)		08/15/2016- 06/01/2017

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APPROVE REASSIGNMENTS

<u>Name</u>	<u>Former Position</u>	<u>Reassignment</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
234. Neth, Jessica	Staff Secretary (12mo/30hpw)	Job Tech II (12mo/40hpw)	R28-2	07/18/2016
235. Nilsson, Sharon	Activites Account Clerk (10.75mo/40hpw)	HS Library Media Clerk (10.5mo/40hpw)	R22-15	08/03/2016
236. Salen, Astrid	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Inst Asst (9.5mo/17.5hpw)	R19-2	08/12/2016

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
237. Sturgeon, Erica	Lead FS Worker I TAA NTE 8 hrs (Work registration)	R23-5	08/03/2016- 08/04/2016

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
238. Abadia Aquino De Mar, Zonia	Blngl Comm Liaison TAA NTE 24 hrs (Provide translation for parents)	03/04/2016- 06/08/2016
239. Abalos, Cecilia	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
240. Abrams, Russell	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
241. Acosta, Brenda	LVN TAA NTE 22 hrs (Immunization compliance)	07/27/2016- 08/10/2016

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PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
242. Agha-Askari, Fariba	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
243. Agraviador, Lora	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
244. Agrawal, Michelle	Inst Asst-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 05/18/2016
245. Aguirre, Mariella	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
246. Ahmadi, Gulghotai	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
247. Alaniz, Angel	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
248. Aldama Moreno, Yessica	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
249. Alsaco, Laura	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
250. Alvardo, Luis	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
251. Argent, Heidi	Presch Teacher TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 05/18/2016
252. Arnaud, Chelsea	Mental Health Behavior Support Specialist TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 05/18/2016
253. Arrieta, Kathleen	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
254. Augustin, Shari	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
255. Azevedo, Myrtha	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
256. Babayani, Anita	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016

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PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
257. Bacopulos, Dana	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
258. Bailey, Susan	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
259. Barajas, Delia	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
260. Bicakci, Jessica	Inst Asst-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 05/18/2016
261. Bilaver, Gordana	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
262. Bogseth, Martha	Health Asst TAA NTE 23.5 hrs (Attend training)	07/27/2016- 08/12/2016
263. Bolokowicz, Joanne	Health Asst TAA NTE 23.5 hrs (Attend training)	07/27/2016- 08/12/2016
264. Bonar, Catherine	Inst Asst-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 05/18/2016
265. Breithaupt, Theresa	Health Asst TAA NTE 1.5 hrs (Attend training)	08/12/2016
266. Briggs, Tonya	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
267. Brophy, Catherine	FS Elem Cashier TAA NTE 4 hrs (Attend training day)	08/10/2016
268. Burwick, Sandra	FS Worker TAA NTE 16 hrs (Attend training day)	08/10/2016- 08/11/2016
269. Bybordi-Shariat, Shayesteh	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
270. Cabral, Juan	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
271. Cai, Lilian	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016

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PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
272. Castillo, Elsa	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
273. Ceja, Alejandro	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
274. Centeno, Celina	Presch Teacher TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 05/18/2016
275. Chairez, Eva	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
276. Chamocho, Nery	FS Worker TAA NTE 12 hrs (Training day)	08/10/2016- 08/11/2016
277. Chau, Monica	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
278. Cherone, Liz	Health Asst TAA NTE 8.5 hrs (Compliance training)	07/27/2016- 08/12/2016
279. Cibrian Mendoza, Maria	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
280. Cingari, Joanne	LVN TAA NTE 7 hrs (Immunization compliance)	07/27/2016- 08/10/2016
281. Clark, Vernitra	LVN TAA NTE 22 hrs (Immunization compliance)	07/27/2016- 08/10/2016
282. Claud, Anita	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
283. Cloven, Leigh	Lead FS Worker II TAA NTE 30 hrs (Work registration/attend training)	08/03/2016- 08/11/2016
284. Collins, Gregory	Lead FS Worker II TAA NTE 32 hrs (Working registration/attend training)	08/03/2016- 08/11/2016
285. Connelly, Kay	Int Office Asst TAA NTE 300 hrs (Assisting with CELDT testing)	07/01/2016- 06/30/2016
286. Connelly, Linda	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
287. Cook, Laurie	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
288. Cook, Leanne	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
289. Crummett, Jacquelyn	Lead FS Worker I TAA NTE 15 hrs (Work registration) Lead FS Worker I TAA NTE 16 hrs (Attend training)	08/02/2016- 08/03/2016 08/10/2016- 08/11/2016
290. Culshaw, Tammy	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
291. Cummings, Sue	Lead FS Worker I TAA NTE 16 hrs (Attend training)	08/10/2016- 08/11/2016
292. Curiel, Michele	Mental Health Behavior Support Specialist TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 05/18/2016
293. Dalton, Arlene	Health Asst TAA NTE 1.5 hrs (Compliance training)	08/12/2016
294. Dawson, Jacqueline	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
295. De La Tonga, Nury	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
296. Diaz, Carrie	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
297. Diaz, Margo	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
298. Dorta, Debra	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
299. Dostis, Vickie	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
300. Duchene, David	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
301. Dugan, Linda	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
302. Enciso, Jorge Antonio	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
303. Escobar, Marta	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
304. Evingham, Kathleen	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
305. Fadich, Eti	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
306. Fager, Marlene	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
307. Farias, Gabriela	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
308. Farias, Margarita	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
309. Farisa, Elvira	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
310. Farisa, Patricia	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
311. Fisher, Sonya	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
312. Flatley, Shari	Lead FS Worker II TAA NTE 16 hrs (Attend training)	08/10/2016- 08/11/2016
313. Flint, Anneliese	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
314. Florentino, Shaylee	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
315. Flores, Rachelle	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
316. Forbes, Kathryn	Inst Asst TAA NTE 110 hrs (Restocking science warehouse)	07/01/2016- 08/05/2016
317. Foulds, Lori	Presch Teacher TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 05/18/2016
318. Fowler, Norma	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
319. Fuller, Diana	Health Asst TAA NTE 23.5 hrs (Attend training)	07/27/2016- 08/12/2016
320. Gallo, Sarah	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
321. Garcia, Ruth	FS Worker TAA NTE 12 hrs (Attend Training)	08/10/2016- 08/11/2016
322. Genadry, Floyd	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
323. Gibson, Lisa	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
324. Gocke, Deb	Health Asst TAA NTE 1.5 hrs (Compliance training)	08/12/2016
325. Goffinet, Jennifer	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
326. Gomez, Juan	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
327. Goodwin, Margaret	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
328. Goodwin, Robbi	Lead FS Worker II TAA NTE 32 hrs (Working registration/attend training)	08/03/2016- 08/11/2016
329. Graf-Barker, Angelikla	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
330. Graham, Cheryl	LVN TAA NTE 22 hrs (Immunization compliance)	07/27/2016- 08/10/2016

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
331. Griffin, Mitzi	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
332. Gunderson, Lisa	Health Asst TAA NTE 1.5 hrs (Compliance training)	08/12/2016
333. Hall, Carolyn	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
334. Hamidi, Zoila	Presch Teacher TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 05/18/2016
335. Haralson, Lyla	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
336. Harvey, Yun	FS Worker TAA NTE 12 hrs (Training day)	08/10/2016- 08/11/2016
337. Hathorn, Pamela	FS Elem Cashier TAA NTE 4 hrs (Training day)	08/10/2016
338. Hause, Theresa	Lead FS Worker II TAA NTE 40 hrs (Working registration/attend training)	08/03/2016- 08/11/2016
339. Heup, Linda	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
340. Hijidata, Shizuka	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
341. Howland, Barbara	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
342. Huang, Chia-Hui	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
343. Hunt, Nancy	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
344. Hurst, Audrey	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
345. Isip, Shirley	LVN TAA NTE 7 hrs (Immunization compliance)	07/27/2016- 08/12/2016

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PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
346. Jacobson, Gregory	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
347. Jauregui, Eloisa	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
348. Jez, Meleny	LVN TAA NTE 22 hrs (Immunization compliance)	07/27/2016- 08/10/2016
349. Johns, Nancy	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
350. Johnson, Mary	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
351. Joiner, Ghislaine	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
352. Jones, Klara	Health Asst TAA NTE 1.5 hrs (Compliance training)	08/12/2016
353. Justesen, Wendy	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
354. Kalaf, Fara	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
355. Kalman, David	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
356. Kalvi, Lexington	FS Worker TAA NTE 8 hrs (Working registration) FS Worker	08/03/2016- 08/10/2016
357. Kardos, Dawn	Lead FS Worker II TAA NTE 36 hrs (Working registration/attend training)	07/27/2016- 08/11/2016
358. Kato, Wendi	Inter Office Asst TAA NTE 30 hrs (Support for credit recovery)	07/14/2016- 08/09/2016
359. Katz-Scinico, Dorcas	Presch Teacher TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 05/18/2016

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PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
360. Kim, Kathy	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
361. King, Margaret	FS Worker TAA NTE 4 hrs (Provide training to FS Worker) TAA NTE 4 hrs (Attend training)	08/10/2016
362. Klein, Karne	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
363. Koch, Carrie	Lead FS Worker I TAA NTE 16 hrs (Attend training)	08/10/2016- 08/11/2016
364. Koutsoyanopulos, Giuliana	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
365. Krueger, Markus	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
366. Kukulski, Lindsey	Inst Asst-Sp Ed TAA NTE 4.5 hrs (Assist students during a field trip)	05/17/2016
367. Labbe Howard, Elisabeth	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
368. Lamb, Colleen	Lead FS Worker II TAA NTE 32 hrs (Working registration/attend training)	07/28/2016- 08/11/2016
369. Lantz, Jennifer	Lead FS Worker II TAA NTE 37 hrs (Working registration/attend training)	08/03/2016- 08/11/2016
370. Leopard, Janet	Health Asst TAA NTE 1.5 hrs (Compliance training)	08/12/2016
371. Lesage, Patricia	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
372. Lesish, Cindy	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
373. Leslie, Becky	Presch Teacher TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 05/18/2016

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PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
374. Lewitter, Ira	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
375. Lies, Karen	Lead FS Worker TAA NTE 16 hrs (Attend training)	08/10/2016- 08/11/2016
376. Liezt, Sharlene	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
377. Lomicico, Sara	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
378. Lopez, Esperanza	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
379. Lopez, Lucy	LVN TAA NTE 22 hrs (Immunization compliance)	07/27/2016- 08/10/2016
380. Lopez, Martha	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
381. Lorincz, Teresa	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
382. Lucero, Rita	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
383. Lynn, Stacy	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
384. Madlambayan, Ariel	LVN TAA NTE 22 hrs (Immunization compliance)	07/27/2016- 08/10/2016
385. Maldenovic, Toncica	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
386. Malley, Barbara	Lead FS Worker II TAA NTE 32 hrs (Working registration/attend training)	08/02/2016- 08/11/2016
387. Marchant, Dana	FS Worker TAA NTE 16 hrs (Attend training)	08/10/2016- 08/11/2016
388. Martinez, Matthew	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
389. Mathias, Genene	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
390. McBurney-Wheeler, Martina	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
391. McCoy, Kathy	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
392. McDorman, Robin	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
393. McGowan, Danielle	LVN TAA NTE 22 hrs (Immunization compliance)	07/27/2016- 08/10/2016
394. McKay, Danielle	LVN TAA NTE 22 hrs (Immunization compliance)	07/27/2016- 08/11/2016
395. McKenna, Leonie	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
396. Mestaz, Iris	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
397. Michael, Silvert	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
398. Mikhael, Manal	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
399. Miller, Colleen	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
400. Mirkovich, Rosanna	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
401. Molina, Florita	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
402. Moore, Monica	IF-Sp Ed TAA NTE 15 hrs (Attnded CBIT training)	04/13/2016- 08/18/2016
403. Moore, Sandie	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016

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PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
404. Moreale, Colleen	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
405. Morgan, Victoria	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
406. Muniz, Irene	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
407. Murtaugh, Sherry	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
408. Na, Jacqueline	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
409. Nakamura, Kazumi	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
410. Naranjo, Maria	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
411. Nguyen, Wendy	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
412. Nicholas, Konstantina	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
413. Omar, Lima	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
414. Ordaz, Esmeralda	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
415. Ortiz, Hilda	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
416. Ortiz, Maria A.	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
417. Ortiz, Maria G.	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
418. Pajong, Chutima	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
419. Palacios, Susana	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
420. Paplia, Marilyn	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
421. Perez, Maria Cruz	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
422. Perez, Marina	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
423. Perry, Jennifer	LVN TAA NTE 7 hrs (Immunization compliance)	07/27/2016- 08/12/2016
424. Peters, Raquel	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
425. Petrangelo, Alexandra	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
426. Pfrommer, Edward	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
427. Piccione, Jeanne	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
428. Pignone, Julie	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
429. Pizzuti, Jil	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
430. Plambeck, Kathy	Lead FS Worker II TAA NTE 32 hrs (Working registration/attend training)	08/02/2016- 08/11/2016
431. Poching, Kenison	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
432. Raisola, Diane	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
433. Randall, Deborah	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016

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PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
434. Rehnelt, Amy	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
435. Robinson, Janell	HS Campus Supvr TAA NTE 4 hrs (Attend mandatory training)	03/01/2016- 03/31/2016
436. Robledo, Eloisa	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
437. Robles, Maria	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
438. Rodriguez, Deborah	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
439. Rodriguez, Laura	Lead FS Worker I TAA NTE 16 hrs (Attend training)	08/10/2016- 08/11/2016
440. Rodriguez, Octavio	Storekeeper/Delivery TAA NTE 40hrs (Attend training)	08/08/2016- 08/11/2016
441. Rojas, Norma	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
442. Romero-Mendoza, Lorenzo	FS Worker TAA NTE 40 hrs (Central kitchen preparation)	08/08/2016- 08/11/2016
443. Rose, Ami	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
444. Ross, Colleen	Health Asst TAA NTE 23.5 hrs (Compliance training)	07/27/2016- 08/12/2016
445. Ruef, Kimberly	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
446. Rutledge, Lisa	Lead FS Worker II TAA NTE 36 hrs (Working registration/attend training)	07/26/2016- 08/11/2016
447. Sanchez, Jose	Storekeeper/Delivery TAA NTE 40 hrs (Attend training)	08/08/2016- 08/11/2016
448. Sangster, Sharon	FS Worker TAA NTE 36 hrs (Working registration/attend training)	07/25/2016- 08/11/2016

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
449. Santillan, Fernanda	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
450. Santropadre, Paula	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
451. Sayflari, Rose	LVN TAA NTE 7 hrs (Immunization compliance)	07/27/2016- 08/12/2016
452. Schoettger, Donna	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
453. Scott, Mary Jane	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
454. Scully, Annie	Health Asst TAA NTE 23.5 hrs (Compliance training)	07/27/2016- 08/12/2016
455. Sharpew, Karen	IF-Sp Ed TAA NTE 15 hrs (Attend CBIT training)	04/13/2016- 08/18/2016
456. Shinmoto, Sharlene	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
457. Siebert, Elaine	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
458. Silva, Jose	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
459. Stilwell, Leslie	Lead FS Worker II TAA NTE 36 hrs (Work registration/attend training)	07/26/2016- 08/11/2016
460. Simanjuntak, Tersia	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
461. Sivero, Doris	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
462. Solomon, Louise	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
463. Sosa, Cesar	Storkeeper/Delivery Driver TAA NTE 40 hrs (Attend training)	08/08/2016- 08/11/2016

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PAY AT REGULAR RATE OF PAY (Cont.)

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
464. Soto, Juanita	Lead FS Worker I	08/03/2016-
	TAA NTE 8 hrs (Work registration)	08/04/2016
	Lead FS Worker I	08/10/2016-
	TAA NTE 16 hrs (Attend training)	08/11/2016
465. Spector, Nancy	Health Asst	07/27/2016-
	TAA NTE 23.5 hrs (Compliance training)	08/12/2016
466. St. John. Michelle	FS Elem Cashier	08/10/2016
	TAA NTE 4 hrs (Attend training)	
467. Stanger, Diane	Lead FS Worker II	07/25/2016-
	TAA NTE 36 hrs (Working registration/attend training)	08/11/2016
468. Sturgeon, Erica	Lead FS Worker	08/10/2016-
	TAA NTE 16 hrs (Attend training)	08/11/2016
469. Tabari, Lisa	Mental Health Behavior Support Specialist	04/13/2016-
	TAA NTE 15 hrs (Attend CBIT training)	05/18/2016
470. Takorian, Deborah	FS Worker	08/10/2016
	TAA NTE 4 hrs (Attend training)	
471. Toone, Judy	FS Worker	08/10/2016
	TAA NTE 4 hrs (Attend training)	
472. Townsend, Debbie	Health Asst	08/12/2016
	TAA NTE 1.5 hrs (Compliance training)	
473. Tran, Anne	FS Worker	08/10/2016
	TAA NTE 4 hrs (Attend training)	
474. Trejos, Norma	FS Worker	08/10/2016
	TAA NTE 4 hrs (Attend training)	
475. Tucker, Cheryl	Lead FS Worker II	08/02/2016-
	TAA NTE 32 hrs (Work registration/attend training)	08/11/2016
476. Unzueta, Rebecca	FS Worker	08/10/2016-
	TAA NTE 12 hrs (Attend training)	08/11/2016
477. Vaca, Kaitelynn	LVN	07/27/2016-
	TAA NTE 22 hrs (Immunization compliance)	08/10/2016

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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
478. Valles, Maria	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
479. Vargas, Clarissa	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
480. Vargas, Tracy	LVN TAA NTE 22 hrs (Immunization compliance)	07/27/2016- 08/10/2016
481. Vega, Buenaventura	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
482. Verdier-Akhribi, Nathalie	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
483. Vilchis Garcia, Elvira	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
484. Villicana, Elizabeth	LVN TAA NTE 22 hrs (Immunization compliance)	07/27/2016- 08/10/2016
485. Visser, Marcelle	Sch Bus Driver TAA NTE 40 hrs (Bus inspection)	06/10/2016- 06/16/2016
486. Von Schlegell, Helle	FS Worker TAA NTE 16 hrs (Attend training)	08/10/2016- 08/11/2016
487. Vulpo, Kathy	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
488. Walsh, Rohnda	HS Campus Supvr TAA NTE 4 hrs (Campus safety training)	06/01/2016- 06/05/2016
489. Wang, Yen	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
490. Ward, Bonsue	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
491. Weston, Karen	Health Asst TAA NTE 8.5 hrs (Compliance training)	07/27/2016- 08/12/2016
492. Willett, Jennifer	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016

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<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
493. Wong, Sui-Fong	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
494. Wyman, Karen	Lead FS Worker TAA NTE 16 hrs (Attend training)	08/10/2016- 08/11/2016
495. Yancosky, Siv	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
496. Yi, Diana	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
497. Zaldivar, Kathryn	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016
498. Zamarripa, Lorena	FS Worker TAA NTE 12 hrs (Attend training)	08/10/2016- 08/11/2016
499. Zemel, Toni	FS Elem Cashier TAA NTE 4 hrs (Attend training)	08/10/2016
500. Zermeno, Donna	FS Worker TAA NTE 4 hrs (Attend training)	08/10/2016

APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
501. Hernandez, Angelina	MS Campus Supvr	Bngl Clerk	R25-3	06/10/2016- 08/12/2016

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APPROVE SUMMER EMPLOYMENT

<u>Name</u>	<u>Current Position</u>	<u>Summer Position</u>	<u>Range Step</u>	<u>Effective Date</u>
502. Chung, Cecilia	Blnl Clerk	Sub Clerk	R26-3	06/20/2016- 07/15/2016

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
503. Brownson, Marjorie	Inst Asst-Sp Ed	Personal	2016-2017
504. Chowdhury, Ateka	IF-Sp Ed	School	08/12/2016- 06/01/2017
505. Espinosa, Rita	Inst Asst-Presch	Personal	2016-2017
506. Pai, Ferris	Occupational Therapist	Personal	06/13/2016- 07/12/2016
507. Yearry, Adele	HS Campus Supvr	Personal	08/16/2016- 08/30/2016

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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. Alapag, Joice	Sub Teacher	District Initiated	09/05/2012	06/10/2016
2. Baughn, Cheryl	Sub Principal	District Initiated	02/02/1998	06/10/2016
3. Berry, Keri	Sub Teacher	District Initiated	03/27/2014	06/10/2016
4. Brown, Hewitt	Sub Teacher	District Initiated	03/28/2016	06/10/2016
5. Burrows, Alicia	Sub Teacher	District Initiated	02/28/2011	06/10/2016
6. Clay, Karen	Sub Principal	District Initiated	09/02/1988	06/10/2016
7. Collins, Jane	Sub Teacher	District Initiated	11/20/2007	06/10/2016
8. Corbett, James	Teacher	Retirement	09/02/1988	07/20/2016
9. Dean, Fawn	Sub Teacher	District Initiated	10/15/2015	06/10/2016
10. Delanty, Lynn	Teacher	Retirement	09/07/1976	06/10/2016
11. Deskin, Linda	Teacher	Retirement	09/08/1992	06/10/2016
12. Fagioli, Alyson	Psychologist	Personal	08/16/2010	06/30/2016
13. Figueroa, Juan	Sub Teacher	District Initiated	10/29/2015	06/10/2016
14. Flint, Claudia	Sub Asst Principal	District Initiated	10/03/2014	06/10/2016
15. Goldberg, Sandra	Sub Teacher	District Initiated	09/10/2015	06/10/2016
16. Gonzalez, Ruby	Intervention Spec	Other Employment	03/14/2016	07/29/2016
17. Hochgesang, Barbara	Teacher-Adult Ed	Retirement	10/18/1996	06/28/2016
18. Hultin, Sherri	Sub Teacher	District Initiated	09/24/2015	06/10/2016
19. Husted, Mari	Sub Teacher	District Initiated	03/13/2014	06/10/2016
20. Kennedy, Mindy	Sub Teacher	District Initiated	10/23/2014	06/10/2016
21. Knox, Kathleen	Teacher	Other Employment	09/03/1999	06/10/2016
22. Lehman, Grace	Sub Teacher	District Initiated	10/15/2015	06/10/2016
23. Luna, Nicole	Sub Teacher	District Initiated	02/11/2016	06/10/2016
24. Morgenstern, Grace	Teacher	Other Employment	08/20/2015	06/10/2016
25. Murphy, Melissa	Teacher	Relocation	08/31/2006	07/19/2016
26. Pyle, Megan	Sub Teacher	District Initiated	12/11/2014	06/10/2016
27. Scholl, Barbara	Elem Principal	Voluntary	09/03/1991	06/30/2016
28. Smith, Nicolas	Sub Teacher	District Initiated	02/11/2016	06/10/2016
29. Swanson, Peggy	Sub Asst Principal	District Initiated	09/13/2012	06/10/2016
30. Thews, Alison	Sub Teacher	District Initiated	01/28/2016	06/10/2016

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<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
31. Thomas, Harmony	Sub Teacher	District Initiated	10/15/2015	06/10/2016
32. Thompson, Lynn	Sub Teacher	District Initiated	09/24/2015	06/10/2016
33. Vance, Bailey	Sub Teacher	District Initiated	10/09/2014	06/10/2016
34. Wilke, Jill	Teacher	Voluntary	09/01/1987	06/30/2016
35. Willey, Lauren	Sub Teacher	District Initiated	02/26/2016	06/10/2016
36. Williams, Ashley	Teacher	Relocation	08/28/2014	07/18/2016
37. Witt, La Shawn	Asst Prin, Elem	Other Employment	01/11/2016	07/31/2016
38. Zoerner, Stephen	Sub Teacher	District Initiated	01/14/2016	06/10/2016

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
39. Byer, Kristen	Teacher	\$51,872	A-1	08/22/2016
40. Danner, Steven	Teacher	\$51,872	A-1	08/22/2016
41. Daugherty, Eric	Intervention Spec	\$51,872	A-1	08/01/2016
42. Devine, Sherri	Teacher	\$51,872	A-1	08/10/2016
43. Fernald, Lidia	Teacher	\$51,872	A-1	08/10/2016
44. Griner, Carolyn	Teacher	\$51,872	A-1	08/10/2016
45. Horton, Rachael	Teacher	\$59,191	C-2	08/11/2016
46. Kemble, Caitlen	Teacher	\$51,872	A-1	08/10/2016
47. McGowan, Danielle	District Nurse	\$46,019	A-1	08/10/2016
48. Nangialai, Negin	Teacher	\$51,872	A-1	08/10/2016
49. Rambo, Mary	Teacher	\$51,872	A-1	08/10/2016
50. Saul, Aslan	Teacher	\$51,872	A-1	08/10/2016
51. Strukoff, Rudolf	Teacher	\$51,872	A-1	08/22/2016
52. Sundell-Mizell, Jennifer	Teacher	\$51,872	A-1	08/22/2016
53. Sussman, Eliza	Teacher	\$59,191	C-2	08/10/2016
54. Suwa, Jennifer	Psychologist	\$81,379	P-1	07/28/2016
55. Thacker, Tegan	Counselor	\$51,872	A-1	08/01/2016

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
56. Thompson, Kristy	Teacher	\$51,872	A-1	08/10/2016
57. To, Janna	Intervention Spec	\$51,872	A-1	08/01/2016
58. Tran, Naomi	Counselor	\$51,872	A-1	08/01/2016
59. Valladares, Corina	Teacher	\$51,872	A-1	08/10/2016
60. Vu, Isabel	Psychologist	\$81,379	P-1	07/28/2016
61. Wexelberg, Kirsten	Teacher	\$51,572	A-1	08/10/2016

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

62. Dollar, Erin	70. Place, Susan
63. Donnelly, John	71. Rodriguez, Michelle
64. Finnsson, Jamie	72. Selikson, Debbie
65. Fischer, Valery	73. Sturdevant-Brown, Lori
66. Heinsen, Rebecca	74. Wagner, Mark
67. Kenney, Valerie	75. Walders, Brannon
68. Maas, Susan	76. Williams, Ashley
69. Meissner, Andrea	

APPROVE SUBSTITUTE TEACHERS

Pay @ \$105.00 per day

77. Goodrich, Laura	80. Reed, Dana
78. Killian, Felicia	81. Zindroski, Jaime
79. Klees, Laura	

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
82. Allen, Laura	ETAP I	ETAP I	08/11/2016- 06/02/2017

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APPROVE ASSIGNMENT ADJUSTMENT (Cont.)

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
83. Anderson, Cindy	Teacher	ETAP I	08/11/2016- 06/02/2017
84. Bartlett, Stephanie	ETAP I	ETAP I	08/11/2016- 06/02/2017
85. Bisch, Kristi	ETAP I	ETAP I	08/11/2016- 06/02/2017
86. Campbell, Blake	ETAP I	ETAP I	08/11/2016- 06/02/2017
87. Clark, Gwen	ETAP II	ETAP II	08/08/2016- 06/06/2017
88. Colapinto, Matt	ETAP I-100%	ETAP I-50%	08/11/2016- 06/02/2017
89. Collins, Nancy	ETAP I	ETAP I	08/11/2016- 06/02/2017
90. Davis, Danielle	Program Spec	Teacher	08/11/2016
91. Dul, Kylie	STAP II	STAP II	08/08/2016- 06/06/2016
92. Franzi, Debra	Teacher	STAP I	08/11/2016- 06/02/2017
93. Guckert, Cheryl	Teacher	ETAP I-50%	08/11/2016- 06/02/2017
94. Hamilton, Julie	STAP II	STAP II	08/08/2016- 06/06/2017
95. Houser, Suzanne	ETAP I	ETAP I	08/11/2016- 06/02/2017
96. Johnson, Robert	ETAP I	ETAP I	08/11/2016- 06/02/2017
97. Kashima, Michael	STAP I	STAP I	08/11/2016- 06/02/2017
98. La Motte, Migel	STAP I	STAP I	08/11/2016- 06/02/2017

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APPROVE ASSIGNMENT ADJUSTMENT (Cont.)

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
99. La Rue, Richard	Teacher	STAP II	08/08/2016- 06/06/2017
100. Lee, McCall	Teacher	ETAP I	08/11/2016- 06/02/2017
101. McGraw, Randy	ETAP I	ETAP I	08/11/2016- 06/02/2017
102. Meissner, Andrea	ATAP II	ATAP II	08/08/2016- 06/06/2016
103. Miller, Sharon	STAP II	STAP II	08/08/2016- 06/06/2017
104. Murphy, Jodi	ETAP I	ETAP I	08/11/2016- 06/02/2017
105. Nielsen, Cheryl	Teacher	ETAP I-50%	08/11/2016- 06/02/2017
106. Nye, Kelli	Teacher	ETAP I-50%	08/11/2016- 06/02/2017
107. Ramirez, Michelle	Teacher	ETAP I-50%	08/11/2016- 06/02/2017
108. Russell, Jami	ETAP I	ETAP I	08/11/2016- 06/02/2017
109. Sanford, Fred	Asst Principal	Asst Principal on Special Assignment	07/25/2016
110. Skidmore, Michelle	STAP I	STAP I	08/11/2016- 06/02/2017
111. Souers, Lynn	ETAP II	ETAP II	08/08/2016- 06/06/2017
112. Weitzel, Renee	STAP I	STAP I	08/11/2016- 06/02/2017

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APPROVE PROMOTION

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Salary</u>	<u>Effective Date</u>
113. Davis, Jeremy	Director II, Educational Technology	Interim Chief Technology Officer	MGMT R65-3	07/01/2016
114. Migge, Christina	Teacher	HS Activities Director	MGMT R54-1	07/25/2016
115. Morgan, John	Coordinator, Educational Technology	Interim Director II, Educational Technology	MGMT R59-1	07/01/2016

APPROVE SUMMER SCHOOL

6th Grade Summer Academy - Vista Del Mar MS

Not to exceed 22 hours instructional pay @ \$35.00 per hour
07/11/2016-07/22/2016

116. Salazar, Arleen

117. Yanaura, Mark

Additional Work During the Summer Assignment - Education Services

Not to exceed 120 hours non-instructional pay @ \$30.00 per hour
06/12/2016-08/11/2016

118. Evans, Laura

To Teach at 2016 Summer Professional Development Academy - Education Services

Not to exceed 18 hours non-instructional pay @ \$30.00 per hour
07/15/2016-08/29/2016

119. Blakeney, Judy

126. Mazzaro-LeFever, Jill

120. Evans, Laura

127. Milat, Carrie

121. Henschel, Jennifer

128. Munoz, Veronica

122. Hill, Erin

129. Nieto, Anjuli

123. Jacques, Heather

130. Parker, Christina

124. Leiva, Megan

131. Sykes, Marie

125. Lightner, Liz

132. Thibault, Bobbie

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APPROVE SUMMER SCHOOL (Cont.)

To Teach at 2016 Summer Professional Development Academy - Education Services (Cont.)

Not to exceed 18 hours non-instructional pay @ \$30.00 per hour

07/15/2016-08/29/2016

133. Varrichio, Amy

134. Vilcek, Julie

Prep for the Summer Algebra Bridge Program - Education Services

Not to exceed 55 hours non-instructional pay @ \$30.00 per hour

06/24/2016-07/15/2016

135. Beck, Kim

137. Chamberlain, Dave

136. Birtwell, Dani

138. Peck, Lindsay

Instruction for the Summer Algebra Bridge Program - Education Services

Not to exceed 63 hours instructional pay @ \$35.00 per hour

06/24/2016-07/15/2016

139. Beck, Kim

141. Peck, Lindsay

140. Birtwell, Dani

Summer CEDLT English Learner Support Program - ELD

Not to exceed 100 hours instructional pay @ \$35.00 per hour

07/01/2016-08/05/2016

142. Camacho, Isis

143. Paysley, Tammy

Summer English Learner Support Program - ELD

Not to exceed 100 hours instructional pay @ \$35.00 per hour

07/01/2016-07/29/2016

144. Baptiste, Natalie

145. Beitz, Kathryn

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APPROVE SUMMER SCHOOL (Cont.)

Summer English Learner Support Program - ELD (Cont.)

Not to exceed 100 hours instructional pay @ \$35.00 per hour

07/01/2016-07/29/2016

- | | |
|---------------------------|-------------------------|
| 146. Berger, Ann | 161. Marcot, Wendy |
| 147. Blanco, Sylvia | 162. Martin, Grant |
| 148. Chambers, Amanda | 163. Meninno, Sandra |
| 149. Clem, Monica | 164. Orloff, Kristin |
| 150. Cornejo, Eduardo | 165. Pittman, Terrill |
| 151. De Leese, Natalie | 166. Place, Susan |
| 152. Fischer, Brianna | 167. Pompetti, Alissa |
| 153. Foote, Carol | 168. Ramirez, Guadalupe |
| 154. Hebbard, Kristina | 169. Schild, Natalie |
| 155. Holman, Lori | 170. Shea, Dawn |
| 156. Homs, Jamie | 171. Slobodnik, Jamie |
| 157. Jensen-Howard, Jenny | 172. Visca, Curt |
| 158. Ko, Caroline | 173. Winters, Randi |
| 159. Lewis, Elizabeth | 174. Zamora, Silvia |
| 160. Lovett, Tessa | |

Summer Preschool Transition Assessments - Special Education

Not to exceed 144 hours @ hourly per diem rate of \$64.95 per hour

06/20/2016-08/09/2016

175. Antonius, Lynda

Summer Preschool Transition Assessments - Special Education

Not to exceed 96 hours @ hourly per diem rate of \$68.68 per hour

06/20/2016-08/09/2016

176. Bland, Lisa

Summer Preschool Transition Assessments - Special Education

Not to exceed 108 hours @ hourly per diem rate of \$61.38 per hour

06/20/2016-06/30/2016

- | | |
|---------------------|--------------------|
| 177. Bowden, Joanna | 178. Seiling, Tara |
|---------------------|--------------------|

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APPROVE SUMMER SCHOOL (Cont.)

Summer Preschool Transition Assessments - Special Education

Not to exceed 288 hours @ hourly per diem rate of \$72.63 per hour
06/20/2016-08/09/2016

179. Brown, Susie

Summer Preschool Transition Assessments - Special Education

Not to exceed 60 hours @ hourly per diem rate of \$66.96 per hour
06/20/2016-06/30/2016

180. Imsland, Tracey

Summer Preschool Transition Assessments - Special Education

Not to exceed 24 hours @ hourly per diem rate of \$64.08 per hour
06/20/2016-06/30/2016

181. Primicias, Melissa

Summer Preschool Transition Assessments - Special Education

Not to exceed 160 hours instructional pay @ \$35.00 per hour
06/20/2016-08/09/2016

182. Rusinkovic, Cheryl

Summer Preschool Transition Assessment - Special Education

Not to exceed 288 hours @ hourly per diem rate of \$69.95 per hour
06/20/2016-08/09/2016

183. St. John Andrea

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APPROVE ADDITIONAL ASSIGNMENTS

Map and Develop Grade Levels for Mandarin Immersion Program - Bergeson Elem

Not to exceed 55 hours non-instructional pay @ \$30.00 per hour

08/25/2015-06/09/2016

184. Chang, Wan-Hsin

PAL Coordinator - Kinoshita Elem

Not to exceed 34 hours instructional pay @ \$35.00 per hour

08/15/2016-06/01/2017

185. VanHofwegen, Martyne

Curriculum Planning - Ladera Ranch Elem

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

08/15/2016-09/09/2016

186. Conover, Nancy

188. Keith, Brooks

187. Iverson, Brandye

189. Torres, Jennifer

Pre-Assessment of Incoming Kindergarten Students - Marblehead Elem

Not to exceed 6 hours instructional pay @ \$35.00 per hour

08/10/2016-08/12/2016

190. Fontanes, Sarah

PAL Advisor - Marblehead Elem

Pay instructional rate @ \$35.00 per hour

08/10/2016-08/12/2016

191. Lamb, Julie

Saturday School - Ladera Ranch MS

Not to exceed 12 hours instructional pay @ \$35.00 per hour

08/15/2016-06/01/2017

192. Franzi, Debra

193. Skidmore, Michelle

Conduct "ROPES" Program - Las Flores MS

Not to exceed 18 hours instructional pay @ \$35.00 per hour

03/21/2016-05/27/2016

194. Yamamoto, Kera

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Additional Support Hours - Niguel Hills HS

Not to exceed 15 hours instructional pay @ \$35.00 per hour
05/01/2016-06/09/2016

195. Kashima, Michael

196. Miller, Sharon

AP Review Hours - Dana Hills HS

Not to exceed 142 hours instructional pay @ \$35.00 per hour
04/01/2016-06/09/2016

197. Clarke, Kristy

205. Litus, Lauren

198. Coghill, Molly

206. Lovett, Nicole

199. Compean, Leonardo

207. Mairs, Robin

200. Dang, Dolores

208. Monson, Stacy

201. Fenstermaker, Maryanne

209. Sims, Andrew

202. Hulse, Michael

210. Sink, Scott

203. Hussein, Abir

211. Wallace, Danielle

204. Johnson, Georgette

212. Wigglesworth, Michael

Saturday School - San Clemente HS

Not to exceed 40 hours instructional pay @ \$35.00 per hour
08/15/2016-06/01/2017

213. Dutton, Caroline

214. Schmidt, Svetlana

Prepare IEP's - San Clemente HS

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
03/01/2016-03/31/2016

215. Ridley, Jeffrey

CIA Assessments - Education Services

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour
07/11/2016-07/11/2017

216. Abuharoon, Christine

220. Grondahl, Rebecca

217. Bak-Boyчук, Christy

221. Jones, Chris

218. Dewees, Julie

222. Lihme, Tait

219. Gilman, Sheri

223. Park, Rebecca

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

CIA Assessments - Education Services (Cont.)

Not to exceed 6 hours non-instructional pay @ \$30.00 per hour

07/11/2016-07/11/2017

- | | |
|---------------------------|--------------------------|
| 224. Stegner, Sue | 228. Washington, Wendy |
| 225. Tatala, Jen | 229. Wegner, Katie |
| 226. Vollebregt, Kirschel | 230. Wendehost, Michelle |
| 227. Waizinger, Lisa | |

Participate in the 9th Grade Fall CIA Development Team - Education Services

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour

07/01/2016-07/05/2016

231. Sanchez, Stephanie

Capistrano Behavior Intervention Training (CBIT) Classes - Special Education

Not to exceed 15 hours non-instructional pay @ \$30.00 per hour

04/13/2016-05/18/2016

- | | |
|------------------------------|---------------------------|
| 232. Brennan, Colleen | 244. Morrill, Leah |
| 233. Burns, Marita | 245. Noble, Eric |
| 234. Diaz-Millian, Ana | 246. O'Brien, Jacqueline |
| 235. Fatehi-Penrose, Brenda | 247. Peterson, Daniel |
| 236. Hammons, James | 248. Radley, Kirstee |
| 237. Hardos, Mike | 249. Ramirez, Catherine |
| 238. Harris, Nichole | 250. Scarborough, Shannon |
| 239. Hogan, Joyce | 251. Sholly, Elizabeth |
| 240. Kaczmarczyk, Heatherann | 252. Shrader, Loren |
| 241. Karamians, Amy | 253. Simionescu, Jeanette |
| 242. Knaup-Noble, Amy | 254. Smith, Leslie |
| 243. Maas, Susan | |

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

ESY Administrator - Special Education

Not to exceed 270 hours @ \$55.00 per hour

06/20/2016-07/15/2016

255. Collins, Clint

256. Dore, Judy

257. Duarte, George

258. Lyon, Laura

259. Martin, Jayne

260. McGann, Joe

261. Visca, Curt

Infant Prep for ESY - Special Education

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

06/20/2016-06/30/2016

262. Madrid, Ann

Infant Instructional Services for ESY - Special Education

Not to exceed 80 hours instructional pay @ \$35.00 per hour

06/20/2016-07/15/2016

263. Madrid, Ann

IEP Prep Per IDR Agreement for Student - Special Education

Not to exceed 1 hour non-instructional pay @ \$30.00 per hour

04/1/2016-05/31/2016

264. Harris, Robert

IEP Assessment Per IDA Agreement for Student - Special Education

Not to exceed 9 hours instructional pay @\$35.00 per hour

04/01/2016-05/31/2016

265. Harris, Robert

DIS Services for Blind Students During ESY - Special Education

Not to exceed 171 hours instructional pay @ \$35.00 per hour

06/20/2016-07/15/2016

266. Brookman, Joseph

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

ESY Substitute Teacher as Required - Special Education

Not to exceed 85.5 hours instructional pay @ \$35.00 per hour
07/01/2016-07/15/2016

267. Bruen, Kathleen

Home Instruction Services for ESY for Home Bound Students - Special Education

Not to exceed 90 hours pay @ hourly per diem rate of \$60.23 per hour
07/01/2016-07/15/2016

268. Kotel, Colleen

DHH Prep for ESY - Special Education

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
06/20/2016-06/30/2016

269. Kenney, Valery

DHH Instructional Services for ESY - Special Education

Not to exceed 171 hours instructional pay @ \$35.00 per hour
06/20/2016-07/15/2016

270. Kenney, Valery

Prep for AT Services for ESY - Special Education

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
06/20/2017-06/30/2016

271. Butler, Susan

Provide Instructional AT Services for ESY - Special Education

Not to exceed 171 hours instructional pay @ \$35.00 per hour
06/20/2016-07/15/2016

272. Butler, Susan

Prep for O&M Special Education DIS Services - Special Education

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
06/20/2016/06/30/2016

273. Brookman, Joseph

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Prep for APE Services for ESY - Special Education

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour

06/20/2016-06/30/2016

274. Nieto, Anjuli

276. Yanaura, Mark

275. Vilcek, Julie

Provide APE Services for ESY - Special Education

Not to exceed 171 hours instructional pay @ \$35.00 per hour

06/20/2016-07/15/2016

277. Nieto, Anjuli

279. Yanaura, Mark

278. Vilcek, Julie

Provide Staff Support ESY - Special Education

Not to exceed 25 hours non-instructional pay @ \$30.00 per hour

07/01/2016-07/30/2016

280. Bolla, Brenda

283. Meissner, Andrea

281. Ford, Deon

284. Rinke, Angela

282. Hernandez, Reagan

285. Terhune, Cindy

Provide Administrative Oversight - Special Education

Not to exceed 65 hours @ \$55.00 per hour

05/01/2016-08/05/2016

286. Hernandez, Reagan

Expert Consulting Team - Special Education

Not to exceed 20 hours @ hourly per diem rate of \$62.56 per hour

05/04/2016-06/09/2016

287. Gorforth, Krystyn

Provide Administrative Oversight - Special Education

Not to exceed 120 hours @ \$55.00 per hour

07/01/2016-08/05/2016

288. Ford, Deon

289. Hernandez, Reagan

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Provide Speech Therapy Services - Special Education
Not to exceed 8 hours @ hourly per diem rate of \$64.95
09/17/2015-06/09/2016

290. Lanners, Christina

Preschool SLP Services for ESY - Special Education
Not to exceed 179 hours pay @ hourly per diem rate of \$61.71 per hour
06/20/2016-07/15/2016

291. Stanley, Karin

Provide Medical Support - Special Education
Not to exceed 120 hours pay @ hourly per diem rate of \$66.96
06/20/2016-07/15/2016

292. Karoyls, Andrea

Provide Medical Support - Special Education
Not to exceed 120 hours pay @ hourly per diem rate of \$51.51
06/20/2016-07/15/2016

293. Kellman, Kathie

294. Malone, Erica

Assessments and Other Work - Special Education
Not to exceed 25 hours pay @ hourly per diem rate of \$ 57.86
05/18/2016-06/09/2016

295. Scott, Amy

Prep for SLP Services for ESY - Special Education
Not to exceed 16 hours pay @ hourly per diem rate of \$72.63
06/20/2016-06/30/2016

296. Blinn, Jim

297. Laubach, Lynell

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Prep for SLP Services for ESY - Special Education

Not to exceed 16 hours pay @ hourly per diem rate of \$61.71

06/20/2016-06/30/2016

298. Hall, Shelley

299. Stanley, Karin

Prep for SLP Services for ESY - Special Education

Not to exceed 8 hours pay @ hourly per diem rate of \$57.86

06/20/2016-06/30/2016

300. Carrillo, Leticia

302. Torres, Joy

301. Scott, Amy

Prep for SLP Services for ESY - Special Education

Not to exceed 8 hours pay @ hourly per diem rate of \$73.90

06/20/2016-06/30/2016

303. Webb, Jill

Prep for SLP Services for ESY - Special Education

Not to exceed 8 hours pay @ hourly per diem rate of \$57.81

06/20/2016-06/30/2016

304. Trejo, Whitney

Prep for SLP Services for ESY - Special Education

Not to exceed 8 hours pay @ hourly per diem rate of \$50.00

06/20/2016-06/30/2016

305. Ferrera, Carla

Prep for SLP Services for ESY - Special Education

Not to exceed 8 hours pay @ hourly per diem rate of \$68.68

06/20/2016-06/30/2016

306. Kerins, Tracy

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APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

SLP Services for ESY - Special Education

Not to exceed 85.5 hours pay @ hourly per diem rate of \$50.00
06/20/2016-07/15/2016

307. Ferrera, Carla

SLP Services for ESY - Special Education

Not to exceed 85.5 hours pay @ hourly per diem rate of \$68.68
06/20/2016-07/15/2016

308. Kerins, Tracy

SLP Services for ESY - Special Education

Not to exceed 85.5 hours pay @ hourly per diem rate of \$57.81
06/20/2016-07/15/2016

309. Trejo, Whitney

SLP Services for ESY - Special Education

Not to exceed 85.5 hours pay @ hourly per diem rate of \$57.86
06/20/2016-07/15/2016

310. Carrillo, Leticia

312. Torres, Joy

311. Scott, Amy

SLP Services for ESY - Special Education

Not to exceed 85.5 hours pay @ hourly per diem rate of \$61.71
06/20/2016-07/15/2016

313. Hall, Shelley

314. Stanley, Karin

SLP Services for ESY - Special Education

Not to exceed 85.5 hours pay @ hourly per diem rate of \$73.90
06/20/2016-07/15/2016

315. Webb, Jill

SLP Services for ESY - Special Education

Not to exceed 85.5 hours pay @ hourly per diem rate of \$72.63
06/20/2016-07/15/2016

316. Blinn, Jim

317. Laubach, Lynelle

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APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
464. Au, Judy	Outdoor Ed, Elem	Viejo Elem	\$ 117.00 per night	04/26/2016- 04/29/2016
465. Beukema, John	Mock Trial/ Speech Contest	Tesoro HS	\$ 1,167.00	08/15/2016- 06/01/2017
466. Corona, Liliana	Outdoor Ed, Elem	Viejo Elem	\$ 117.00 per night	04/26/2016- 04/29/2016
467. Cosenza, Brandon	Softball, Girls' (Head)	Dana Hills HS	\$ 3,735.00	02/13/2016- 05/01/2016
468. Hansen, Julie	ASB, Elem	Wood Canyon Elem	\$ 700.50	08/25/2015- 06/09/2016
469. Mooney, Mark	Mock Trial/ Speech Contest	Tesoro HS	\$ 1,167.00	08/15/2016- 06/01/2017
470. Weinburg, David	Band, Jazz HS	Aliso Niguel HS	\$ 2,334.00	08/15/2016- 06/01/2017
	Band, Marching HS		\$ 4,202.00	08/15/2016- 06/01/2017

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
471. Cosenza, Brandon	Softball, (Head)	Dana Hills HS	\$ 376.00	05/16/2016

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
472. Alexander, Ted	Football, Varsity/JV (Asst)	Tesoro HS	\$ 3,734.00	07/01/2016- 07/28/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of August 17, 2016
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
473. Brown, Dave	Football	Dana Hills HS	\$ 575.00	07/01/2016-08/01/2016
474. Donelly, John	Football	Dana Hills HS	\$ 575.00	07/01/2016-08/01/2016
475. Garrett, Steve	Basketball, Boys' Frosh (Asst)	Tesoro HS	\$ 2,200.45	06/13/2016-07/11/2016
	Basketball, Boys' Varsity (Head)		\$ 3,520.72	07/01/2016-07/11/2016
	Basketball, Boys' JV (Asst)		\$ 2,220.45	
476. Hair, Jonathan	Football, (Asst)	Tesoro HS	\$ 3,000.00	07/01/2016-07/28/2016
477. Hamro, Jonathan	Football, (Asst)	San Clemente HS	\$ 4,000.00	07/01/2016-07/23/2016
478. Kauo III, Joseph	Football	Dana Hills HS	\$ 575.00	07/01/2016-08/01/2016
479. McCullough, Stephen	Football	Dana Hills HS	\$ 575.00	07/01/2016-08/01/2016
480. Miller, Kevin	Band, Orchestra	Capistrano Valley HS	\$ 8,000.00	07/01/2016-06/30/2017
481. Ortiz, Jaime	Football, JV (Head)	San Clemente HS	\$ 4,000.00	07/01/2016-07/23/2016
	Football, Frosh (Head)		\$ 4,000.00	
	Football, Camp 1		\$ 4,000.00	
	Football, Camp 2		\$ 4,000.00	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of August 17, 2016
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
482. Pender, Max	Volleyball, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 2,801.00	07/01/2016- 07/31/2016
483. Popovich, Marc	Basketball, Boys' Varsity (Head)	San Clemente HS	\$ 400.00	07/01/2016- 07/10/2016
	Basketball, Boys' Frosh (Head)		\$ 500.00	
484. Postson, Matthew	Football, Varsity/JV (Head)	Tesoro HS	\$ 4,201.00	07/01/2016- 07/28/2016
485. Seale, David	Football, Varsity/JV (Asst)	Tesoro HS	\$ 3,734.00	07/01/2016- 07/28/2016
486. Skinner, Phillip	Football	Dana Hills HS	\$ 575.00	07/01/2016- 08/01/2016
487. Turney, Jason	Golf, Boys'	Aliso Niguel HS	\$ 1,000.00	07/01/2016- 07/29/2016
488. Waldukat, Andreas	Band	Capistrano Valley HS	\$ 3,500.00	07/01/2016- 06/30/2017
489. Westling, Wayne	Golf, Boys'	Aliso Niguel HS	\$ 1,000.00	07/01/2016- 07/29/2016
490. Yancey, Steve	Swimming, Boys' (Head)	Capistrano Valley HS	\$ 3,501.00	07/01/2016- 07/31/2016
491. Riddle, Juanita	Pep Advisor	Aliso Niguel HS	\$ 1,200.00	07/01/2016- 08/01/2016
492. Riscica, Nicole	Softball, Girls'	San Juan Hills HS	\$ 3,000.00	07/01/2016- 07/31/2016

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Human Resource Services Activity List Board of Trustees Regular Meeting of August 17, 2016
Certificated Employees

APPROVE LEAVES OF ABSENCE

<u>Name</u>	<u>Reason</u>	<u>Effective Date</u>
493. Davis, Bradley	Personal	2016-2017
494. McDaniel, Megan	Personal	2016-2017
495. Popp, Erin	Personal	2016-2017

APPROVE REPORT OF BOARD ACTION

At the regular Board of Trustees meeting of July 20, 2016, the Board took the following action:

496. Appoint Jean Grabowski to the position of Elementary School Prinicipal, with an annual salary of \$121,994 per year.

DEAR CAPO UNIFIED SCHOOL DISTRICT:

LET'S GO SOLAR!

Who are We?

We are the people of CUSD, and we are a unified movement: among our supporters are student clubs, teachers, parents, and thousands of community members. We are working with the Berkeley nonprofit KyotoUSA, which has guided many California public school districts through solar projects. We urge the District to make economically and environmentally responsible decisions for our community.



Why Solar?

Due to ever-increasing electricity rates, public schools can save large sums of money by generating their own electricity with solar photovoltaic (PV) systems. The resulting General Fund savings can be spent in the classroom, rather than on utilities. These benefits are multiplied when solar is combined with energy efficiency projects. By installing solar, CUSD would demonstrate its commitment to a more stable economic future and a healthier planet for the young adults it fosters.

How Will We Do It?

With the help of the KyotoUSA team, we have explored the possibilities for how CUSD can invest in solar systems. Many districts in California have used a combination of funds from Prop 39, low-interest loans the California Energy Commission, General Obligation Bonds, and Clean Renewable Energy Bonds to finance the purchase of their own solar systems.



Who?

The idea to place solar panels on all CUSD schools--an idea that has permeated into thousands of supporters--began with **Russell Tran and the Ecology Action Team of San Juan Hills High School**. In order to save money for their school while taking stewardship of the environment into their own hands, the club got many others involved.

- The San Juan Hills Ecology Action Team connected with various **other student-led clubs**--including the Tesoro Conservation Club, Tesoro Ecology Club, Dana Hills Ecology Club, San Clemente Blue Oceans Club, San Clemente Goes Green Club, and the San Clemente Ocean Institute Native Plant Garden Club to widen the scale of their movement.
- **Teachers, students, and community members alike** offered their support for the movement through their signature-based endorsements and enthusiasms. 1200+ signatures have been collected in support of the project, indicating the importance it holds to the community.
- **KyotoUSA, a Berkeley-based nonprofit**, helped guide the coalition of clubs, and will continue to provide guidance on a community level. Since the launch of their HELIOS Project in 2007, the KyotoUSA team has provided impartial advice to school districts that hope to invest in renewable energy projects. They have assisted school districts throughout California in installing over 26 MW of solar PV systems, for no charge for their services.

From students enthusiastic for positive change in their community to teachers and parents supporting energy savings, the community asks that the District explore the possibility of installing solar PV systems at our schools.

Why?

In a world with diminishing nonrenewable resources and increasing electricity prices, a demand has risen for technologies that **harvest resources in innovative, economically sustainable ways**. The students in the Capistrano Unified School District recognize that schools are heavily impacted by rising electricity prices, and see solar panels as part of the solution.

- Rather than purchasing electricity from the utility, solar panels harvest energy from the Sun, which over the long term allows for **significant savings on energy bills**. Solar panels complement the District's plans to increase energy efficiency by lessening the overall demand for electricity.
- Because the schools will have reduced or eliminated their electric bills, solar panels would help the district to **free up funds for other projects**, such as investing in new equipment, teacher development programs, and extracurricular activities.
- The presence of solar panels on campus even creates **new STEM education opportunities**: students will be exposed to the structure and potential of this technology which is transforming the world.
- Finally, the use of renewable energy sources like solar panels will **lessen the District's environmental impact**. The burning of fossil fuels like natural gas and coal emits greenhouse gases, which lowers the quality of the air we breathe, while accelerating harmful changes in climate. By investing in solar panels, CUSD is supporting its students as they take the stewardship of their planet into their own hands.

CUSD and the community it administers will benefit from supporting both practical solutions for its people and environmental solutions for its Earth.

How?

We commend the District for its plans to increase the energy efficiency of its facilities, and understand why this is often prioritized ahead of renewables. Rather than being mutually exclusive, we believe that solar PV projects would complement our improved facilities, and we ask the District to consider the benefits of solar as it plans its efficiency projects. Given the extended timeline required for solar projects, and the uncertainty about future funding options, now is the time to explore solar in our District.

Financing is the key to making a solar PV project a reality in any school district. There are two primary models for procuring solar PV projects in public schools: ownership by the district, and an agreement with a third-party installer (usually through a power purchase agreement, or PPA).

The benefits of solar, detailed on the left, are greatest when the PV system is owned by the district, especially when considered over its 25-year lifetime. In addition, district ownership allows CUSD the legal right to claim credit for this act of environmental stewardship.

Options for the financing the purchase of a solar PV system include: Prop 39 funds, General Obligation bonds, low-interest Clean Renewable Energy Bonds (CREBs), and low-interest loans from the California Energy Commission. Even with loan repayment, the savings usually outweighs the avoided cost of the energy bills over the lifetime of the PV system. If the district explores its options and finds that low-cost state and federal financing or voter-supported bonds are not available, CUSD may find that a well-crafted PPA or other third-party arrangement is a more effective option.

LETTER TO:

March 1, 2016

Capistrano Unified School District
Superintendent Vital
Board of Trustees
Board President Hanacek

Dear Superintendent Vital and Board President Hanacek,

We, the students, teachers, faculty, parents, and community of San Juan Hills HS, Tesoro HS, Dana Hills HS, San Clemente HS, Capo Valley HS, and Aliso Niguel HS have come together to request that the District install solar photovoltaic panels on its high school campuses.

We believe that installing solar will result in the following benefits to the District and the surrounding community:

- As a self-contained source of electricity, solar energy systems can help the District save money otherwise spent on energy bills.
- The integration of solar power is a hedge against rising electricity costs.
- Solar power helps school districts reduce environmental impact by producing electricity without the associated release of harmful greenhouse gases and toxic air pollutants.
- Solar projects enhance academic resources, especially for Science, Technology, Engineering, and Math (STEM) education, because host schools can use their solar power systems as hands-on teaching tools for students of all ages.
- By installing solar power systems at our schools, we are demonstrating a commitment to our District's economic future and the sustainability of our environment.

Thank you for investing in our future!

Respectfully,

Ecology Action Team - SJHHS
The Ecology Club - DHHS
Conservationism Club - THS
Ecology Club - THS
Blue Oceans Club - SCHS
SC Goes Green – SCHS
Ocean Institute Native Plant Garden Club - SCHS

APPROXIMATE SIGNATURE COUNT: ~1,200

MANAGEMENT COMPENSATION

Placement on Salary Schedule

~~New in~~ Managerial, supervisory, and confidential employees will be placed on Step 1 in the designated salary range, unless the Superintendent or designee places newly appointed or promoted managerial employees at a step higher than Step 1, including placement up to Step 6, based on experience in that position current salary and/or verifiable relevant experience.

Regular Step Advance

Advancement to the next higher step within a classification shall be effective July 1 of each fiscal year, provided the employee has served in the position at least six months prior to the beginning of the fiscal year.

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. An employee shall receive a full year of longevity credit only if his or her date of hire is between July 1 and December 31.

Y-Rating

~~Management~~ Managerial, supervisory, and confidential employees 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

The Board and Superintendent consider professional development of their management personnel to be a high priority. Pursuant to that philosophy, the Board grants to the 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.

MANAGEMENT COMPENSATION (continued)

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 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 for earned doctoral degrees. Classified managers are eligible to receive the annual stipends for an earned Master's degree as approved by the Board.

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 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 Payroll and Human Resource Services Departments. Should 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 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 for arranging a payment plan with the Payroll Department. With the agreement of the employee, overpayments may be repaid by personal check, cash, or through payroll deduction.

MANAGEMENT COMPENSATION (continued)

In the event the District and the employee are unable to agree on a repayment plan which is acceptable, the employee shall be notified that legal action may 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: June 22, 2016

revised: August 17, 2016

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

TRANSITIONAL KINDERGARTEN

The Board of Trustees desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist TK children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The District's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among District preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

Eligibility

The District's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

Upon request of a child's parents/guardians, the District may admit into the District's TK program a child whose fifth birthday is on or before September 1 and who is therefore eligible for kindergarten. Requests can be made by parents/guardians by submitting an Intent to Register Form. Requests will be considered only when TK numbers are confirmed for the following school year. A priority system will be established based on an unbiased random lottery to be conducted. Parents/guardians will be notified if openings occur and placement is possible. Consideration will be given to requests provided:

1. Sufficient openings exist for TK eligible students to enroll during the school year.
2. The Superintendent or designee determines that it is in the child's best interest along with assessment data that support this decision.
3. If the child has a current IEP, before enrollment is confirmed an IEP meeting will need to be held to discuss placement options and recommendations for TK placement.
4. A child's fifth birthday is on or after June 1; priority will be given to the child whose birthday is closest to September 1st.

TRANSITIONAL KINDERGARTEN (continued)

5. The parent/guardian of a kindergarten eligible child who is enrolled in TK must agree to sign a Kindergarten Continuance Form upon entrance to TK verifying that he/she agrees to have the child continue in kindergarten the following year.

The District will not admit into the TK program a child whose fifth birthday is after December 2 but recommends enrollment in the District's Early Childhood Preschool Programs.

Curriculum and Instruction

The District's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The District's annual instructional minutes offered to TK students are the same as the number of instructional minutes offered to kindergarten students.

The District will provide a separate and unique experience for TK students in classrooms that are specifically designated for TK.

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development. (Education Code 48000).

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

Continuation to Kindergarten

Students who complete the TK program that are TK age eligible, shall continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten entrance. Parents/guardians requesting

TRANSITIONAL KINDERGARTEN (continued)

their child be advanced to first grade must enroll in kindergarten and comply with the Promotion/Acceleration/Retention Board policy.

For children who are age eligible for kindergarten and have completed the TK program, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by their parent/guardian prior to the beginning of the TK year agreeing to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

*Legal Reference:**EDUCATION CODE**8973 Extended-day kindergarten**37202 School calendar; equivalency of instructional minutes**44258.9 Assignment monitoring by county superintendent of schools**46111 Kindergarten, hours of attendance**46114-46119 Minimum school day, kindergarten**46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten**48000 Age of admission, kindergarten and transitional kindergarten**48002 Evidence of minimum age required to enter kindergarten or first grade**48200 Compulsory education, starting at age six*

Policy
adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

☒ Original Declaration of Need for year: 2016-17

☐ Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Capistrano Unified School District District CDS Code: 30-66464

Name of County: Orange County CDS Code: 30-10306

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 17 / 16 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2017.

Submitted by (Superintendent, Board Secretary, or Designee):

Gordon Amerson, Ed.D.

Name



Signature

Assoc Supt Human Res Svcs

Title

(949)0487-1453

Fax Number

(949)0234-9386

Telephone Number

July 22, 2016

Date

33122 Valle Road, San Juan Capistrano, CA 92675

Mailing Address

gdamerson@capousd.org

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

- This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	30
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	7
List target language(s) for bilingual authorization:	
<input checked="" type="checkbox"/> Resource Specialist	3
<input checked="" type="checkbox"/> Teacher Librarian Services	1
<input type="checkbox"/> Visiting Faculty Permit	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	10
Special Education	10
TOTAL	23

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐ Yes

☒ No

If no, explain. We utilize college and university programs.

Does your agency participate in a Commission-approved college or university intern program?

☒ Yes

☐ No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an intern program.

Azusa Pacific University, National University, Brandman University, UC Irvine,

CSU Fullerton, CSU San Marcos, Concordia University, and Chapman University.

If no, explain why you do not participate in an intern program.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-22

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (COTO DE CAZA), AFFIRMING, RATIFYING, AND AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (COTO DE CAZA) FOR FISCAL YEAR 2016-2017

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

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

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

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

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

WHEREAS, Resolution No. 1516-04, approved on August 12, 2015, authorized the Deputy Superintendent, Business and Support Services or designee to determine the adjustment of the Special Taxes of CFD No. 90-1, as of January 1, 2015, for the applicable calendar year as specified by the Act and the Ordinance and annually thereafter, and

WHEREAS, the Board, acting as the Legislative Body of CFD No. 90-1, desires to affirm, ratify and authorize the levy of the Special Taxes of CFD No. 90-1, determine that it is now necessary and appropriate to levy and collect the Special Taxes for fiscal year 2016-2017, for the purpose specified in the Ordinance; and

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

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

Section 1. The above recitals are true and correct.

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

Section 3. In accordance with the Act and the Ordinance, there is, hereby levied upon the parcels within CFD No. 90-1, which are not otherwise exempt from taxation under the Act or the Ordinance, or from and after the date of Resolutions of Formation, which are owned by a religious institution and used primarily as a place of worship, the Special Taxes for fiscal year 2016-2017 at the tax rates set forth in the Rate and Method. All such prior levies of the Special Taxes of CFD No. 90-1 are affirmed and ratified, and the Deputy Superintendent, Business and Support Services or designee is authorized to determine the annual amount of Special Taxes of CFD No. 90-1 in accordance with the Rate and Method. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services, of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 90-1. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

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

Section 6. If and when any additional Bonds are issued or such Special Taxes are pledged as to any additional Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any additional Bonds issued on behalf of CFD No. 90-1.

Section 7. The Board hereby ratifies and affirms the prior levy determination and collection of the Special Taxes and delegates to the Deputy Superintendent, Business and

Support Services, of the District, or designee to take all actions necessary to determine the future levy and collection of Special Taxes in accordance with the Rate and Method.

ADOPTED, SIGNED, AND APPROVED this 17th day of August, 2016.

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

By: _____
Amy Hanacek, President of the Board of
Trustees of the Capistrano Unified School
District

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 90-1, at a meeting of the Board of Trustees held on the 17th day of August, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 90-1, at a regular meeting of said Board held on the 17th day of August, 2016.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-23

RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2016-2017

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

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

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

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

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

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

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2016-2017, for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

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

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

Section 1. The above recitals are true and correct.

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

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 90-2, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2016-2017 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA), entitled, Capistrano Unified School District Community Facilities District No. 90-2 Administration Report Fiscal Year 2016-2017 (DTA 2016-2017 Administration Report) submitted herewith. The DTA 2016-2017 Administration Report for CFD No. 90-2 is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2016-2017 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 90-2, in the adoption of this Resolution. After

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

Section 4. The Board, acting as the Legislative Body of CFD No. 90-2, hereby approves and adopts a budget for CFD No. 90-2 for Fiscal Year 2016-2017 in the amount of \$2,576,326.59. Special taxes shall be levied as set forth in the DTA 2016-2017 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 9899-112. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 9899-112.

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

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

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2016-2017 on or before August 20, 2016, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

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ADOPTED, SIGNED, AND APPROVED this 17th day of August, 2016.

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

By: _____
Amy Hanacek, President of the Board of
Trustees of the Capistrano Unified School
District

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 90-2, at a meeting of the Board of Trustees held on the 17th day of August, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 90-2, at a regular meeting of said Board held on the 17th day of August, 2016.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-24

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY FOR IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2016-2017

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

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

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

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

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

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2016-2017 for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

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

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

Section 1. The above recitals are true and correct.

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

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the Improvement Area which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2016-2017 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Improvement Area No. 2002-1 of Community Facilities District No. 90-2 Administration Report Fiscal Year 2016-2017 (DTA 2016-2017 Administration Report) submitted herewith. The DTA 2016-2017 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2016-2017 Administration Report consistent with actions of the Board, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, hereby approves and adopts a budget for Improvement Area No. 2002-1 of CFD No. 90-2 for Fiscal Year 2016-2017 in the amount of \$3,500,170.87. Special taxes shall be levied as set forth in the DTA 2016-2017 Administration Report in accordance with this

budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 0102-102. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 0102-102.

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

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

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2016-2017 on or before August 20, 2016, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

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ADOPTED, SIGNED, AND APPROVED this 17th day of August, 2016.

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

By: _____
Amy Hanacek, President of the Board of
Trustees of the Capistrano Unified School
District

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, at a meeting of the Board of Trustees held on the 17th day of August, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, at a regular meeting of said Board held on the 17th day of August, 2016.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-25

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES) FOR FISCAL YEAR 2016-2017

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2016-2017, for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

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

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

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

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

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 92-1, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2016-2017 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2016-2017 (DTA 2016-2017 Administration Report) submitted herewith. The DTA 2016-2017 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2016-2017 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 92-1, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 92-1, hereby approves and adopts a budget for CFD No. 92-1 for Fiscal Year 2016-2017 in the amount of \$2,183,767.94. Special taxes shall be levied as set forth in the DTA 2016-2017 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and the Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in the Resolutions of Formation.

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

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Series 2013 Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the applicable provisions of any Bonds issued on behalf of CFD No. 92-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA

Annual Report to the Orange County Auditor, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2016-2017 on or before August 20, 2016, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 17th day of August, 2016.

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

By: _____
Amy Hanacek, President of the Board of
Trustees of the Capistrano Unified School
District

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 92-1, at a meeting of the Board of Trustees held on the 17th day of August, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, State of California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board, acting as the Legislative Body of CFD No. 92-1, at a regular meeting thereof held on the 17th day of August, 2016.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-26

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN) FOR FISCAL YEAR 2016-2017

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

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

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

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

WHEREAS, on July 13, 2016, CFD No. 98-1A issued its \$6,375,000 Community Facilities District No. 98-1A of the Capistrano Unified School District (Pacifica San Juan) Special Tax Bonds, Series 2016 (Series 2016 Bonds); and

WHEREAS, prior to the issuance of the Series 2016 Bonds, the Board acting as the Legislative Body of CFD 98-1A adopted Resolution No. 1516-56 on May 11, 2016 irrevocably

releasing and relinquishing its authority to levy the Special Tax pursuant to the 2004 Amendments in excess of 39.67% of (i) the authorized Maximum Special Tax Rate for Developed Property, Undeveloped Property, Taxable Property Owner Association Property, Taxable Public Property and Taxable Religious Property and (ii) the authorized backup Special Tax, in order to encourage the development of property within the Community Facilities District (Relinquishment). Such Relinquishment is evidenced by the recordation in the Official Records of Orange County of Amendment No. 2 to Notice of Special Tax Lien And Partial Cessation of Special Tax; and

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2016-2017 for the purposes specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

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

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

Section 1. The above recitals are true and correct.

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

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 98-1A, which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2016-2017, at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2016-2017 (DTA 2016-2017 Administration Report) submitted herewith. The DTA 2016-2017 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2016-2017 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 98-1A in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors,

omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 98-1A, hereby approves and adopts a budget for CFD No. 98-1A for Fiscal Year 2016-2017 in the amount of \$345,184.00. Special taxes shall be levied as set forth in the DTA 2016-2017 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act, Resolution No. 03-04-91, and the applicable Mitigation Agreement with the party or parties thereto. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 03-04-91 and the rates herein provided only for Fiscal Year 2016-2017 and not as a precedent for any future Fiscal Years.

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

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

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2016-2017 on or before August 20, 2016, or other duly authorized and to perform

all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 17th day of August, 2016.

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

By: _____
Amy Hanacek, President of the Board of
Trustees of the Capistrano Unified School
District

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 98-1A, at a meeting of the Board of Trustees held on the 17th day of August, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 98-1A, at a regular meeting of said Board held on the 17th day of August, 2016.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-27

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LADERA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LADERA) FOR FISCAL YEAR 2016-2017

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

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

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

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2016-2017 for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

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

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

Section 1. The above recitals are true and correct.

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

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 98-2, which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2016-2017, at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2016-2017 (DTA 2016-2017 Administration Report) submitted herewith. The DTA 2016-2017 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2016-2017 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 98-2, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 98-2, hereby approves and adopts a budget for CFD No. 98-2 for Fiscal Year 2016-2017 in the amount of \$8,276,622.40. Special taxes shall be levied as set forth in the DTA 2016-2017 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

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

Section 6. When Bonds are sold and issued, or such Special Taxes are pledged for Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 98-2.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2016-2017 on or before August 20, 2016, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 17th day of August, 2016.

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

By: _____
Amy Hanacek, President of the Board of
Trustees of the Capistrano Unified School
District

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 98-2, at a meeting of the Board of Trustees held on the 17th day of August, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 98-2, at a regular meeting of said Board held on the 17th day of August, 2016.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-28

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO MADRINA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO MADRINA) FOR FISCAL YEAR 2016-2017

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

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

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

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2016-2017, for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

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

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

Section 1. The above recitals are true and correct.

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

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2004-1, which are not otherwise exempt from taxation under the Act or the Ordinance, the Special Taxes for Fiscal Year 2016-2017, at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2016-2017 (DTA 2016-2017 Administration Report) submitted herewith. The DTA 2016-2017 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2016-2017 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 2004-1, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 2004-1, hereby approves and adopts a budget for CFD No. 2004-1 for Fiscal Year 2016-2017 in the amount of \$472,270.99. Special taxes shall be levied as set forth in the DTA 2016-2017 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

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

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

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2016–2017 on or before August 20, 2016, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 17th day of August, 2016.

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

By: _____
Amy Hanacek, President of the Board of
Trustees of the Capistrano Unified School
District

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 2004-1, at a meeting of the Board of Trustees held on the 17th day of August, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 2004-1, at a regular meeting of said Board held on the 17th day of August, 2016.

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-29

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS) FOR FISCAL YEAR 2016-2017

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

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

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

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

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

(Revised RMA), and calling a public hearing thereon (SIT Revision Proceedings), pursuant to the Act; and

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

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

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

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

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

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

WHEREAS, on July 20, 2016, the Board adopted Resolution No. 1617-13, authorizing the issuance by CFD No. 2005-1 of not to exceed \$16,000,000 of additional bonds to be on a parity with the Series 2013 Special Tax Bonds, which additional bonds are not expected to be issued until September 2016; and

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2016-2017, for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

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

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

Section 1. The above recitals are true and correct.

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

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 2005-1, which are not otherwise exempt from taxation under the Act or the Ordinance, or from and after the date of Resolution No. 1011-60, which are owned by a religious institution and used primarily as a place of worship, the Special Taxes for Fiscal Year 2016-2017 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) for CFD No. 2005-1 entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2016-2017 (DTA 2016-2017 Administration Report) submitted herewith. The DTA 2016-2017 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2016-2017 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 2005-1, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions, or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 2005-1, hereby approves and adopts a budget for CFD No. 2005-1 for Fiscal Year 2016-2017 in the amount of \$1,138,069.96. Special taxes shall be levied as set forth in the DTA 2016-2017 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 0506-06. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 0506-06.

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

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

thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 2005-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2016-2017 on or before August 20, 2016, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED, AND APPROVED this 17th day of August, 2016.

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

By: _____
Amy Hanacek, President of the Board of
Trustees of the Capistrano Unified School
District

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 2005-1, at a meeting of the Board of Trustees held on the 17th day of August, 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Martha McNicholas, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 2005-1, at a regular meeting of said Board held on the 17th day of August, 2016.

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

COMMUNITY FACILITIES DISTRICT CITIZENS' OVERSIGHT AND ADVISORY COMMISSION

Mission statement: the citizens' commission will provide advice and oversight to the Board of Trustees on topics pertaining to Community Facilities Districts (CFDs).

Advisory topics include:

Facilities

- Needs of schools and common/support facilities that serve the CFDs
- Prioritization of projects for CFDs
- Regular maintenance and repair

Funding

- CFD proceeds/funds
- District-wide funding sources that include CFDs

Community Information

- Educational materials
- Community outreach

Oversight topics include:

Review

- Review facilities plans for schools and common/support facilities that serve CFDs
- Review CFD financing and refinancing plans
- Review CFD expenditures
- Review CFD audit reports
- Review CFD administration reports

Report

- Report to the public by posting meeting materials on the District website
- Report to the Board of Trustees during Board meetings

1. Membership

In considering the membership of the Commission, the District shall strive to seek input from each active CFD with two members per active CFD.

Active CFDs are currently defined as:

CFD 90-2 (Talega)

CFD 90-2, Improvement Area No. 2002-1 (Talega)

CFD 92-1 (Las Flores)

Community Relations

BP 1221(b)

CFD 98-1A (Pacifica San Juan)
CFD 98-1B (Pacifica San Juan)
CFD 98-2 (Ladera)
CFD 2004-1 (Rancho Madrina)
CFD 2005-1 (Whispering Hills)

CFD 87-1 will not be included should the termination of the CFD proceed as planned on September 1, 2016.

If new CFDs are created, the Commission will be expanded to include membership from the new CFDs. If CFDs are terminated, membership from the terminated CFDs will expire upon termination.

2. Terms of Membership

Members are appointed by the Board. Membership is on a volunteer basis with no paid compensation. Members shall have terms of two years, with consecutive terms allowed. Terms shall align with the Fiscal Year, commencing July 1 of each year. Terms shall be staggered so that there is continuity on the Commission across years. One member from each CFD shall have a term that expires in odd-number years, and one member from each CFD shall have a term that expires in even-numbered years. Upon formation, to allow for the staggering of terms, one member from each CFD shall have a two-year term and one member from each CFD shall have a one-year term. Membership expires upon termination of the CFD. Members may be removed by the Board at any time for any cause.

3. Restrictions on Membership

Members must reside and own property within a CFD where the District is the lead agency. Members must not have conflicts of interest. Consistent with conflict of interest provisions for 55 percent voter approval General Obligation Bond Independent Citizens' Oversight Committees, the following conflict of interest provisions apply:

- a) An employee or official of the District shall not be appointed to the Commission.
- b) A vendor, contractor, or consultant of the District shall not be appointed to the Commission.
- c) Members of the Commission shall abide by the prohibitions contained in Government Code, Article 4 (commencing with Section 1090) and Government Code, Article 4.7 (commencing with Section 1125).

Because members of this commission will have only an advisory role and do not make governmental decisions, they are not required under Government Code Section 87200 to file the California Fair Political Practices Commission Form 700.

4. Selection of Members

Community members may volunteer for membership on the Commission by submitting an application to the District. The District shall confirm the applicants meet the restrictions on membership, and submit all qualified applications to the Board for consideration of appointment to the Commission.

5. Meetings

Commission meetings shall be held quarterly, or as otherwise determined by the Commission or the Board. Meetings will adhere to the Brown Act, which provides for members of the public to attend and participate in meetings of local legislative bodies. District staff shall provide training to Commission members on compliance with the Brown Act.

District staff shall post the Commission meeting agenda in the same manner as a Board meeting. Questions or comments about topics not on the agenda cannot be discussed at the meeting. The meeting agenda shall specify the following information:

- a) An opportunity for public comment on any topic under the Commission's purview.
- b) The option for disability assistance to be provided for any member of the public, including the contact information at the District to request such assistance.
- c) The subject matter of each topic to be discussed during the meeting, and whether the topic is an information item or an action item.
- d) Topics to be discussed at the next meeting, so any questions or comments about items not on the agenda can be scheduled for the next meeting.

Meeting agendas, materials, and minutes shall be posted on the District website. Minutes shall specify the meeting start time, end time, what agenda items were discussed, and what action was taken.

The Commission will lead its own meetings and be chaired by a member of the Commission. Commission members shall appoint a Chair and a Vice Chair for one-year terms. The Superintendent or designee shall facilitate the meetings and make data available for review.

6. Reports

Commission members shall make periodic reports, at least annually, to the Board during regularly scheduled Board meetings. Commission members shall also prepare a written report.

Legal References:**EDUCATION CODE**

15278 Citizens' Oversight Committee for 55% Voter Approval General Obligation Bonds

GOVERNMENT CODE

1090 Prohibitions Applicable to Specified Officers and Employees

Community Relations

BP 1221(d)

1125 Incompatible Activities for Local Agency Officers and Employees
53311 Mello-Roos Community Facilities Act of 1982
54950 Ralph M. Brown Act

Policy
adopted:

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

**RESOLUTION NO. 1617-30 OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
DECLARING INTENTION TO ELIMINATE CFD "PAY-AS-YOU-GO"
SPECIAL TAX COLLECTIONS FROM CFD NO. 90-2 (TALEGA)**

WHEREAS, the District currently has ten active community facilities districts formed pursuant to the Mello-Roos Community Facilities Act of 1982 ("Act") between the years of 1987 and 2016 to fund and finance capital facility needs, and each community facility district collects special taxes on property within its boundaries to pay for costs such as debt service and other amounts due on outstanding CFD bonds, CFD administration, and facilities needs on a "pay-as-you-go" basis in accordance with provisions of the Act; and

WHEREAS, in order to reduce the tax burden on District residents who reside within Community Facility District No. 90-2 (Talega) ("CFD"), the Board desires take action to affirmatively eliminate the collection of "pay-as-you-go" special tax revenue at the earliest possible opportunity.

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

Section 1. The above recitals are true and correct.

Section 2. That the Board shall eliminate, as early as possible, the collection of that portion of CFD special taxes used to fund projects on a "pay-as-you-go" basis. Such revenue is defined as those special tax collections above a 110% coverage ratio on the bonds issued by the CFD, to the extent this is allowable given what is needed to (1) ensure that covenants and requirements related to any outstanding CFD bonds are met, including, without limitation, all reserve requirements; (2) to ensure that anticipated special tax delinquencies are covered; and (3) to ensure that all administrative expense requirements have been met. In no case will tax collections be reduced if or to the extent that doing so would cause the District to violate or potentially violate the terms of any bond covenant or affirmative obligation contained in the CFD governing documents.

Section 3. Should any special tax collections remain as available fund balance from the prior year resulting from the collection of the 110% coverage ratio, or other funds on hand as shall be specified by the Deputy Superintendent, Business and Support Services or designee, these collections will be applied toward reducing the following year's tax levy, to the benefit of taxpayers, to the extent allowable under the CFD governing documents. No fund balance prior to the adoption of this Resolution shall be considered available unless determined by the Deputy Superintendent, Business and Support Services or designee. In no event shall fund balance be considered available if needed to complete construction projects currently in progress. Available fund balance will be identified after the CFD rebalancing undertaken for the Education Center. The return of available fund balance to taxpayers shall commence with the 2017-18 fiscal year.

Section 4. Should adherence to CFD governing documents require the District to set a tax levy greater than the 110% coverage ratio, such that the District accumulates fund balance from "pay-as-you-go" special tax collections without the ability to reduce the following year's tax levy, then the District shall preserve the fund balance for prepayment of the CFD bonds early, to allow for the early termination of the CFD.

PASSED AND ADOPTED this 17th day of August, 2016, by the following vote of the Board of Trustees of the Capistrano Unified School District:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Clerk of the Board of Trustees

President of the Board of Trustees

**RESOLUTION NO. 1617-31 OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
DECLARING INTENTION TO ELIMINATE CFD "PAY-AS-YOU-GO"
SPECIAL TAX COLLECTIONS FROM CFD NO. 90-2 IA 2002-1**

WHEREAS, the District currently has ten active community facilities districts formed pursuant to the Mello-Roos Community Facilities Act of 1982 ("Act") between the years of 1987 and 2016 to fund and finance capital facility needs, and each community facility district collects special taxes on property within its boundaries to pay for costs such as debt service and other amounts due on outstanding CFD bonds, CFD administration, and facilities needs on a "pay-as-you-go" basis in accordance with provisions of the Act; and

WHEREAS, in order to reduce the tax burden on District residents who reside within Community Facility District No. 90-2 IA 2002-1 ("CFD"), the Board desires take action to affirmatively eliminate the collection of "pay-as-you-go" special tax revenue at the earliest possible opportunity.

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

Section 1. The above recitals are true and correct.

Section 2. That the Board shall eliminate, as early as possible, the collection of that portion of CFD special taxes used to fund projects on a "pay-as-you-go" basis. Such revenue is defined as those special tax collections above a 110% coverage ratio on the bonds issued by the CFD, to the extent this is allowable given what is needed to (1) ensure that covenants and requirements related to any outstanding CFD bonds are met, including, without limitation, all reserve requirements; (2) to ensure that anticipated special tax delinquencies are covered; and (3) to ensure that all administrative expense requirements have been met. In no case will tax collections be reduced if or to the extent that doing so would cause the District to violate or potentially violate the terms of any bond covenant or affirmative obligation contained in the CFD governing documents.

Section 3. Should any special tax collections remain as available fund balance from the prior year resulting from the collection of the 110% coverage ratio, or other funds on hand as shall be specified by the Deputy Superintendent, Business and Support Services or designee, these collections will be applied toward reducing the following year's tax levy, to the benefit of taxpayers, to the extent allowable under the CFD governing documents. No fund balance prior to the adoption of this Resolution shall be considered available unless determined by the Deputy Superintendent, Business and Support Services or designee. In no event shall fund balance be considered available if needed to complete construction projects currently in progress. Available fund balance will be identified after the CFD rebalancing undertaken for the Education Center. The return of available fund balance to taxpayers shall commence with the 2017-18 fiscal year.

Section 4. Should adherence to CFD governing documents require the District to set a tax levy greater than the 110% coverage ratio, such that the District accumulates fund balance from "pay-as-you-go" special tax collections without the ability to reduce the following year's tax levy, then the District shall preserve the fund balance for prepayment of the CFD bonds early, to allow for the early termination of the CFD.

PASSED AND ADOPTED this 17th day of August, 2016, by the following vote of the Board of Trustees of the Capistrano Unified School District:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Clerk of the Board of Trustees

President of the Board of Trustees

**RESOLUTION NO. 1617-32 OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
DECLARING INTENTION TO ELIMINATE CFD "PAY-AS-YOU-GO"
SPECIAL TAX COLLECTIONS FROM CFD NO. 92-1**

WHEREAS, the District currently has ten active community facilities districts formed pursuant to the Mello-Roos Community Facilities Act of 1982 ("Act") between the years of 1987 and 2016 to fund and finance capital facility needs, and each community facility district collects special taxes on property within its boundaries to pay for costs such as debt service and other amounts due on outstanding CFD bonds, CFD administration, and facilities needs on a "pay-as-you-go" basis in accordance with provisions of the Act; and

WHEREAS, in order to reduce the tax burden on District residents who reside within Community Facility District No. 92-1 ("CFD"), the Board desires take action to affirmatively eliminate the collection of "pay-as-you-go" special tax revenue at the earliest possible opportunity.

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

Section 1. The above recitals are true and correct.

Section 2. That the Board shall eliminate, as early as possible, the collection of that portion of CFD special taxes used to fund projects on a "pay-as-you-go" basis. Such revenue is defined as those special tax collections above a 110% coverage ratio on the bonds issued by the CFD, to the extent this is allowable given what is needed to (1) ensure that covenants and requirements related to any outstanding CFD bonds are met, including, without limitation, all reserve requirements; (2) to ensure that anticipated special tax delinquencies are covered; and (3) to ensure that all administrative expense requirements have been met. In no case will tax collections be reduced if or to the extent that doing so would cause the District to violate or potentially violate the terms of any bond covenant or affirmative obligation contained in the CFD governing documents.

Section 3. Should any special tax collections remain as available fund balance from the prior year resulting from the collection of the 110% coverage ratio, or other funds on hand as shall be specified by the Deputy Superintendent, Business and Support Services or designee, these collections will be applied toward reducing the following year's tax levy, to the benefit of taxpayers, to the extent allowable under the CFD governing documents. No fund balance prior to the adoption of this Resolution shall be considered available unless determined by the Deputy Superintendent, Business and Support Services or designee. In no event shall fund balance be considered available if needed to complete construction projects currently in progress. Available fund balance will be identified after the CFD rebalancing undertaken for the Education Center. The return of available fund balance to taxpayers shall commence with the 2017-18 fiscal year.

Section 4. Should adherence to CFD governing documents require the District to set a tax levy greater than the 110% coverage ratio, such that the District accumulates fund balance from "pay-as-you-go" special tax collections without the ability to reduce the following year's tax levy, then the District shall preserve the fund balance for prepayment of the CFD bonds early, to allow for the early termination of the CFD.

PASSED AND ADOPTED this 17th day of August, 2016, by the following vote of the Board of Trustees of the Capistrano Unified School District:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Clerk of the Board of Trustees

President of the Board of Trustees

**RESOLUTION NO. 1617-33 OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
DECLARING INTENTION TO ELIMINATE CFD "PAY-AS-YOU-GO"
SPECIAL TAX COLLECTIONS FROM CFD NO. 98-2**

WHEREAS, the District currently has ten active community facilities districts formed pursuant to the Mello-Roos Community Facilities Act of 1982 ("Act") between the years of 1987 and 2016 to fund and finance capital facility needs, and each community facility district collects special taxes on property within its boundaries to pay for costs such as debt service and other amounts due on outstanding CFD bonds, CFD administration, and facilities needs on a "pay-as-you-go" basis in accordance with provisions of the Act; and

WHEREAS, in order to reduce the tax burden on District residents who reside within Community Facility District No. 98-2 ("CFD"), the Board desires take action to affirmatively eliminate the collection of "pay-as-you-go" special tax revenue at the earliest possible opportunity.

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

Section 1. The above recitals are true and correct.

Section 2. That the Board shall eliminate, as early as possible, the collection of that portion of CFD special taxes used to fund projects on a "pay-as-you-go" basis. Such revenue is defined as those special tax collections above a 110% coverage ratio on the bonds issued by the CFD, to the extent this is allowable given what is needed to (1) ensure that covenants and requirements related to any outstanding CFD bonds are met, including, without limitation, all reserve requirements; (2) to ensure that anticipated special tax delinquencies are covered; and (3) to ensure that all administrative expense requirements have been met. In no case will tax collections be reduced if or to the extent that doing so would cause the District to violate or potentially violate the terms of any bond covenant or affirmative obligation contained in the CFD governing documents.

Section 3. Should any special tax collections remain as available fund balance from the prior year resulting from the collection of the 110% coverage ratio, or other funds on hand as shall be specified by the Deputy Superintendent, Business and Support Services or designee, these collections will be applied toward reducing the following year's tax levy, to the benefit of taxpayers, to the extent allowable under the CFD governing documents. No fund balance prior to the adoption of this Resolution shall be considered available unless determined by the Deputy Superintendent, Business and Support Services or designee. In no event shall fund balance be considered available if needed to complete construction projects currently in progress. Available fund balance will be identified after the CFD rebalancing undertaken for the Education Center. The return of available fund balance to taxpayers shall commence with the 2017-18 fiscal year.

Section 4. Should adherence to CFD governing documents require the District to set a tax levy greater than the 110% coverage ratio, such that the District accumulates fund balance from "pay-as-you-go" special tax collections without the ability to reduce the following year's tax levy, then the District shall preserve the fund balance for prepayment of the CFD bonds early, to allow for the early termination of the CFD.

PASSED AND ADOPTED this 17th day of August, 2016, by the following vote of the Board of Trustees of the Capistrano Unified School District:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Clerk of the Board of Trustees

President of the Board of Trustees

**RESOLUTION NO. 1617-34 OF THE BOARD OF TRUSTEES OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
DECLARING INTENTION TO ELIMINATE CFD "PAY-AS-YOU-GO"
SPECIAL TAX COLLECTIONS FROM CFD NO. 2004-1**

WHEREAS, the District currently has ten active community facilities districts formed pursuant to the Mello-Roos Community Facilities Act of 1982 ("Act") between the years of 1987 and 2016 to fund and finance capital facility needs, and each community facility district collects special taxes on property within its boundaries to pay for costs such as debt service and other amounts due on outstanding CFD bonds, CFD administration, and facilities needs on a "pay-as-you-go" basis in accordance with provisions of the Act; and

WHEREAS, in order to reduce the tax burden on District residents who reside within Community Facility District No. 2004-1 ("CFD"), the Board desires take action to affirmatively eliminate the collection of "pay-as-you-go" special tax revenue at the earliest possible opportunity.

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

Section 1. The above recitals are true and correct.

Section 2. That the Board shall eliminate, as early as possible, the collection of that portion of CFD special taxes used to fund projects on a "pay-as-you-go" basis. Such revenue is defined as those special tax collections above a 110% coverage ratio on the bonds issued by the CFD, to the extent this is allowable given what is needed to (1) ensure that covenants and requirements related to any outstanding CFD bonds are met, including, without limitation, all reserve requirements; (2) to ensure that anticipated special tax delinquencies are covered; and (3) to ensure that all administrative expense requirements have been met. In no case will tax collections be reduced if or to the extent that doing so would cause the District to violate or potentially violate the terms of any bond covenant or affirmative obligation contained in the CFD governing documents.

Section 3. Should any special tax collections remain as available fund balance from the prior year resulting from the collection of the 110% coverage ratio, or other funds on hand as shall be specified by the Deputy Superintendent, Business and Support Services or designee, these collections will be applied toward reducing the following year's tax levy, to the benefit of taxpayers, to the extent allowable under the CFD governing documents. No fund balance prior to the adoption of this Resolution shall be considered available unless determined by the Deputy Superintendent, Business and Support Services or designee. In no event shall fund balance be considered available if needed to complete construction projects currently in progress. Available fund balance will be identified after the CFD rebalancing undertaken for the Education Center. The return of available fund balance to taxpayers shall commence with the 2017-18 fiscal year.

Section 4. Should adherence to CFD governing documents require the District to set a tax levy greater than the 110% coverage ratio, such that the District accumulates fund balance from "pay-as-you-go" special tax collections without the ability to reduce the following year's tax levy, then the District shall preserve the fund balance for prepayment of the CFD bonds early, to allow for the early termination of the CFD.

PASSED AND ADOPTED this 17th day of August, 2016, by the following vote of the Board of Trustees of the Capistrano Unified School District:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Clerk of the Board of Trustees

President of the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1617-18

**ADOPT AMENDMENT TO NEGATIVE DECLARATION FOR
THE ESENCIA K-8 PROJECTS**

WHEREAS, Capistrano Unified School District (District) desires to develop the Esencia K-8 Project; and

WHEREAS, the Esencia K-8 Project is located in Subarea 2.1 of the Ranch Plan. The Ranch Plan is an approximately 22,815 – acre Rancho Mission Viejo planned community in Orange County, California (Project Site); and

WHEREAS, the District adopted a Negative Declaration (ND) at its meeting on February 24, 2016 pursuant to the California Environmental Quality Act (Pub. Res. Code Section 21000 et seq. (CEQA) and the CEQA regulations (Cal. Code Regs., tit. 14, section 15000 et seq.) (CEQA Guidelines); and

WHEREAS, the District has corrected its plans showing the correct acreage of the site 20-acre site as 14 acres for the school site and the six acres for the joint use area.

WHEREAS, the District has prepared an Amendment pursuant to Section 21166 of CEQA and Section 15162 of the State CEQA Guidelines; and

WHEREAS, no substantial project changes are proposed that will require major revisions of the negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

WHEREAS, no substantial changes would occur with respect to the circumstances under which the project is undertaken that require major revisions to the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

WHEREAS, no new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous negative declaration was adopted;

WHEREAS, the Amendment and ND and all supporting material, which constitute a record of these proceedings, are kept at the Capistrano Unified School District Facilities Department, located at 33122 Valle Road, San Juan Capistrano, CA 92675;

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

Section 1. The above recitals are true and correct.

Section 2. The Amendment and ND has been prepared in accordance with CEQA Guidelines Section 15070 to 15075.

Section 3. The Amendment and ND has been presented to the Board of Education, and the Board has reviewed and considered the information before taking action.

Section 4. The Amendment and ND adequately analyzes the potential effects of the Proposed Project, and finds the Proposed Project could not have a significant effect on the environment.

Section 5. The Board hereby finds that the Project Site meets the site standards established by the California Department of Education, as applicable pursuant to Title 5 Section 14033;

Section 6. The Project Site has not been identified as a hazardous substance release site, is not a current or former hazardous waste disposal site, and does not contain one or more underground or aboveground pipelines carrying hazardous substances, acutely hazardous materials, or hazardous waste.

Section 7. The District has consulted with the air quality management district with jurisdiction over the Project and identified permitted and non-permitted facilities within one-quarter mile of the Project Site that might reasonably be anticipated to emit hazardous emissions and concluded that emissions generated from the facilities are not anticipated to pose an actual or potential endangerment to persons who attend and/or work at the Proposed Project;

Section 8. The Project Site is not located within 500 feet of the edge of the closest traffic lane of a freeway or other busy corridor, as defined in Education Code Section 17213(c)(2)(C), that would create a health hazard or exposure to a high level of pollutants.

Section 9. The Amendment and ND reflects the independent judgment and analysis of the Board of Education.

Section 10. The Board hereby approves the project.

Section 11. The Board hereby delegates authority to the District staff to cause a Notice of Determination to be filed with the Orange County Clerk and the State Clearinghouse.

Section 12. The findings made in this Resolution are based upon the information and evidence set forth in the Amendment and ND and upon substantial evidence which has been presented in the record of these proceedings; the Amendment and ND and all supporting material, which constitute a record of these proceedings, will be kept at the Capistrano Unified School District, located at 33122 Valle Road, in the City of San Juan Capistrano.

Section 10. The Board of Education hereby adopts the Addendum and approves the Proposed Project.

PASSED AND ADOPTED by the Board of Trustees of the Capistrano Unified School District on August 17, 2016, by the following vote:

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

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 17th day of August 2016, by a roll call vote.

Martha McNicholas
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

July 22, 2016 | Amendment to Negative Declaration

ESENCIA K-8 SCHOOL

Capistrano Unified School District

Prepared for:

Capistrano Unified School District

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1. Introduction

Pursuant to Section 21166 of CEQA and Section 15162 of the State CEQA Guidelines, when an Environmental Impact Report (EIR) has been certified or a negative declaration adopted for a project, no subsequent EIR or negative declaration shall be prepared for the project unless the lead agency determines that one or more of the following conditions are met:

Substantial project changes are proposed that will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

Substantial changes would occur with respect to the circumstances under which the project is undertaken that require major revisions to the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

New information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified or the negative declaration was adopted shows any of the following:

- a) The project will have one or more significant effects not discussed in the previous EIR or negative declaration.
- b) Significant effects previously examined will be substantially more severe than identified in the previous EIR.
- c) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measures or alternatives.
- d) Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

Where none of the conditions specified in Section 15162 are present, the lead agency must determine whether to prepare an Amendment or whether no further CEQA documentation is required (CEQA Guidelines Section 15162[b]). An Amendment is appropriate where some minor technical changes or additions to the previously certified EIR are necessary, but there are no new or substantially more severe significant impacts (CEQA Guidelines Section 15164).

In accordance with the CEQA Guidelines, the District has determined that an Amendment to the approved Negative Declaration is the appropriate environmental clearance for the proposed elementary school. This

Amendment makes minor changes to the Negative Declaration/Initial Study, changing the acreage figures for the school site and joint-use property. The overall site remains 20 acres, with the school site representing 14 acres and the joint-use property at 6 acres. The environmental analysis was based on the full development of all 20 acres, so the change in acreage between the school and joint-use property does not change any of the analyses or conclusions of the study.

2. Changes to ND/Initial Study

Changes to the Negative Declaration/Initial Study are shown in ~~double strikethrough~~ for deletions and **bold underline** for additions.

Negative Declaration, first page:

PROJECT DESCRIPTION: The project consists of the construction and operation of a ~~46~~ **14**-acre K–8 school and ~~4~~ **6**-acre shared/joint use facilities. The school campus would have 50 classrooms for 1,236 Kindergarten through 8th grade students, along with an administration/kitchen/multipurpose building, lunch shelters, hardcourts and playgrounds, a soccer field, and two parking lots. The shared/joint-use facilities would include sports fields (soccer and baseball), a multipurpose building and play area, and a parking lot. Temporary portable classrooms would be installed on the Esencia K–8 campus to accommodate a maximum of approximately 400 students until a new school is constructed in Planning Area 3 of the Ranch Plan. The portables would be removed after the PA 3 school is open.

Initial Study, page 27:

PROJECT DESCRIPTION: The project consists of the construction and operation of a ~~46~~ **14**-acre K–8 school and ~~4~~ **6**-acre shared/joint use facilities. The school campus would have 50 classrooms for 1,236 Kindergarten through 8th grade students, along with an administration/kitchen/multipurpose building, lunch shelters, hardcourts and playgrounds, a soccer field, and two parking lots. The shared/joint-use facilities would include sports fields (soccer and baseball), a multipurpose building and play area, and a parking lot. Temporary portable classrooms would be installed on the Esencia K–8 campus to accommodate a maximum of approximately 400 students until a new school is constructed in Planning Area 3 of the Ranch Plan. The portables would be removed after the PA 3 school is open.

Initial Study, page 28:

Table 1 Project Site Development

Buildings	Classrooms			Building Space	
	Number	Capacity		Room Square Footage (Gross)	Total Square Footage
		Students/Room	Total Students		
School Facilities					
Classrooms	50	--	1,236	--	51,800
Preschool, Transitional Kindergarten, Kindergarten	8	25	150	1,350	8,100
1 st Grade	5	25	125	960	4,800
2 nd Grade	5	25	125	960	4,800
3 rd Grade	5	25	125	960	4,800
4 th Grade	5	25	125	960	4,800
5 th Grade	5	25	125	960	4,800
6 th Grade	4	27	108	960	3,840
7 th Grade	4	27	108	960	3,840
8 th Grade	4	27	108	960	3,840
Science Lab	2	27	54	1,300	2,600
Special Day Class	3	11	33	960	2,880
Office Space					1,810
Physical Education Support (grades 6–8)					3,475
Administration/Food/Media Center					11,955
Custodial and Building Services					4,515
Total Building Space					75,850*
Covered Outdoor Spaces					10,303
2 Parking Lots					176 spaces
School Site Total					14 16 acres
Shared/Joint-Use Facilities					
Multipurpose Building and Play Area					13,600
Sports Field (soccer & baseball)					25,000
Parking Lot					59 spaces
Shared/Joint-Use Site Total					6 4 acres
PROJECT SITE TOTAL					20 acres
Note: Special Day Classes (SDC) serve pupils with severe disabilities whose more intensive educational needs cannot be met in regular classrooms.					
*Approximate total, including internal circulation and contingency.					

~~Temporary portable classrooms would be installed on the Esencia K–8 campus to accommodate a maximum of approximately 400 students until a new school is constructed in Planning Area 3 of the Ranch Plan (see Figure 8b, *Conceptual Site Plan (Interim Housing)*). The portables would be removed once the PA 3 school has opened. Construction of Planning Area 3 depends on many factors, including but not limited to the sales of homes in PA 2 and the Orange County economy.~~

Figure 8b – Conceptual Site Plan (Interim Housing) is hereby deleted from Negative Declaration/Initial Study.

Initial Study, page 68:

- i) **Does the proposed school site contain one or more pipelines, situated underground or aboveground, which carry hazardous substances, acutely hazardous materials, or hazardous wastes, unless the pipeline is a natural gas line that is used only to supply natural gas to that school or neighborhood?**

No Impact. The following publicly available natural gas and hazardous materials pipeline maps were searched on August 5, 2015:

- ArcGIS Natural Gas Pipelines¹
- Pipeline and Hazardous Materials Safety Administration (PHMSA) National Pipeline Mapping System (NPMS)²
- Southern California Gas Company Pipelines Map³

No underground or aboveground pipelines carrying hazardous materials or hazardous wastes were identified within ~~0.25 mile~~ **1,500 feet** of the project site. No impact would occur.

¹ ArcGIS.com. 2015, August 4. Natural Gas Pipelines.

<http://www.arcgis.com/home/webmap/viewer.html?webmap=f1d3e4fec56429c9a3bd898d8134d2a>.

² Pipeline and Hazardous Materials Safety Administration (PHMSA). 2015, August 4. National Pipeline Mapping System (NPMS). <https://www.npms.phmsa.dot.gov/PublicViewer/>.

³ Southern California Gas Company. 2015, August 4. Pipelines Map.

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3. List of Preparers

LEAD AGENCY

Capistrano Unified School District

John Stocks, Construction Manager

Korin Lawing, Facilities Planning Technician

CJ Knowland, Construction Manager

CEQA CONSULTANT

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Dwayne Mears, AICP, Principal

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