

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

REVISED
8-17-12

BOARD OF TRUSTEES
Regular Meeting

August 20, 2012

Closed Session 6:00 p.m.

Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 6:00 P.M.

1. CALL TO ORDER

2. CLOSED SESSION COMMENTS

3. CLOSED SESSION (as authorized by law)

A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Dr. Joseph M. Farley/Clark Hampton/Attorney Wendy Wiles
to provide direction on possible sale and terms for District property at:
2 Liberty, Aliso Viejo, CA 92656
(Pursuant to Government Code §54956.8)

EXHIBITS 3A

~~B. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT~~

~~Manager, Transportation Services
(Pursuant to Government Code §54957)~~

**EXHIBIT 3B
Pulled on 8/17/12**

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Superintendent
(Pursuant to Government Code §54957)

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

DISCUSSION/ACTION ITEMS

1. UPDATE ON CALIFORNIA PREPARATORY ACADEMY:

On April 11, 2011, the Board of Trustees was updated regarding the current status of the new District independent study high school, California Preparatory Academy. Since that time significant progress has been made in regards to the school's opening in fall of 2012. Staff will update the Board of Trustees regarding progress in the following areas: student enrollment and demographic information, pilot information and statistics, a refined program description and implementation plan, and a live demonstration of the synchronous technology.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

Staff Recommendation

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

INFORMATION/
DISCUSSION
Page 1
EXHIBIT 1

2. RESOLUTION NO. 1213-13, FINAL RESOLUTION REGARDING GRIEVANCE FILED BY CSEA ON BEHALF OF CLASSIFIED EMPLOYEES:

The collective bargaining agreement between the District and CSEA, Chapter 224 outlines a process in Article 4 when a classified employee or the Association believes there has been a misinterpretation, a misapplication, or a violation of the specific provisions of the contract. If an employee or the Association is not satisfied with the decision at Level III of the process, and mediation has not provided resolution, the employee or Association may request an appeal through arbitration. CSEA requested to appeal grievances on behalf of five employees surrounding Articles 3.7.1, 12.2, and 12.3 of the collective bargaining agreement. The matter was heard by a state appointed arbitrator on February 23 and 24, 2012. In summary, both parties presented their positions, provided testimony and documentary evidence to support their positions, and submitted closing statements.

DISCUSSION/
ACTION
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EXHIBIT 2

On Thursday, July 12, 2012, the District received the decision from the state appointed arbitrator regarding the alleged contract violations. The arbitrator upheld the District's positions that the grievances filed by CSEA were untimely. The arbitrator also substantiated the District had a long standing practice of how it applied Article 3.7.1. Per the collective bargaining agreement, "The arbitrator is to render a recommendation to the Board of Trustees. The Board of Trustees shall seriously consider the recommendation of the advisory arbitrator and shall make a determination on the grievance. Such decision, along with reasons for the decision, shall be communicated to the parties and the action of the Board of Trustees shall be final and binding on all parties."

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1213-13, Final Resolution Regarding Grievance Filed by CSEA on Behalf of Classified Employees for the reasons cited in the arbitrator's decision.

| | |
|-------------------------|-------------------------|
| Motion by _____ | Seconded by _____ |
| ROLL CALL: | |
| Trustee Addonizio _____ | Trustee Bryson _____ |
| Trustee Alpay _____ | Trustee Hatton _____ |
| Trustee Brick _____ | Trustee Palazzo _____ |
| | Trustee Pritchard _____ |

3. RESOLUTION NO. 1213-14, CLASSIFIED LAYOFF NON-MANAGEMENT EMPLOYEES:

On June 27, 2012, the District adopted its 2012-2013 operating budget which included \$51 million in reductions. That figure will drop if the governor's tax initiative to support schools passes in November 2012. On April 25, 2012, the Board approved classified layoff Resolution No. 1112-39.. Since that time, federal and state programs have been notified funds will be reduced for the upcoming school year. As a result of these additional funding reductions and program modifications following the April 25, 2012, layoff, additional positions in three service areas have been identified for elimination. In accordance with Education Code §45117, classified employees may be laid off due to a bona fide reduction, elimination of a service being performed, or lack of funds. The layoff process considers length of service (e.g. seniority) and any other higher classifications, with no skipping permitted for special expertise. This agenda item proposes the elimination of positions due to a lack of funds. Classified employees must be given a forty-five (45) day notice prior to the effective date of any layoff. Individuals laid off shall be eligible for reemployment for a period of 39 months pursuant to Education Code §45298.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation:

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

Following discussion, it is recommended the Board of Trustees approve Resolution No. 1213-14, Classified Layoff Non-Management Employees, in the designated classifications.

DISCUSSION/
ACTION
Page 35
EXHIBIT 3

| | |
|-------------------------|-------------------------|
| Motion by _____ | Seconded by _____ |
| ROLL CALL: | |
| Trustee Addonizio _____ | Trustee Bryson _____ |
| Trustee Alpay _____ | Trustee Hatton _____ |
| Trustee Brick _____ | Trustee Palazzo _____ |
| | Trustee Pritchard _____ |

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and the staff recommend approval of all consent Calendar items.

GENERAL FUNCTIONS

4. **SCHOOL BOARD MINUTES:**
 Approval of the minutes of the July 25, 2012, regular Board meeting.
Contact: Jane Boos, Manager, Board Office Operations

Page 37
EXHIBIT 4

CURRICULUM & INSTRUCTION

5. **EXPUNGING OF EXPULSION RECORD:**
 Approval of expunging a student record. Due to the confidential nature of expunging a student expulsion record, the supporting information is provided to Trustees under separate cover.
CUSD Strategic Plan Pillar 2: Safe and Healthy Schools
Contact: Julie Hatchel, Assistant Superintendent, Education Services
6. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION: HIGH SCHOOL WORLD LANGUAGE – IB SPANISH LANGUAGE:**
 Adoption of *Mañana* published by Advance Materials ©2011. San Clemente High School is requesting the adoption of this title for use with International Baccalaureate (IB) Spanish Language Standard Level in grades 11 and 12. Adoption of *Spanish B Course Companion* published by Oxford University Press ©2011. Capistrano Valley High School is requesting the adoption of this title for use with IB Spanish Standard Level and Higher Level in grades 11 and 12. These titles have been approved by a vote of 11-0 by the Instructional Materials Review Committee. They would be adopted for a seven-year period. Purchases of these titles would be paid with site and/or District funds if available.
CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services
7. **INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION, HIGH SCHOOL WORLD LANGUAGE – AP SPANISH LITERATURE:**
 Adoption of *Azulejo, 2nd edition* published by Wayside Publishing ©2012. Tesoro High School is requesting the adoption of this title for use with Advanced Placement Spanish Literature in grades 9-12. This title has been approved by a vote of 11-0 by the Instructional Materials Review Committee. It would be adopted for a seven-year period. Purchases of this title would be paid with District funds.
CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services

8. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION, MIDDLE SCHOOL ENGLISH LANGUAGE ARTS – ENGLISH GRADE 6 AND GRADE 8:

Adoption of *The Boy in the Striped Pajamas* written by John Boyne and published by Random House © 2006, *The Face on the Milk Carton* written by Caroline Cooney and published by Random House © 1990, *The Hunger Games* written by Suzanne Collins and published by Scholastic © 2008, *One Crazy Summer* written by Rita Williams-Garcia and published by Scholastic © 2010. Ladera Ranch Middle School is requesting the adoption of the following supplemental reading titles for use with English Language Arts, English in grades 6 and 8 as indicated after each of the following titles: *The Boy in the Striped Pajamas* written by John Boyne and published by Random House © 2006 (Grade 8), *The Face on the Milk Carton* written by Caroline Cooney and published by Random House © 1990 (Grade 8), *The Hunger Games* written by Suzanne Collins and published by Scholastic © 2008 (Grade 8), *One Crazy Summer* written by Rita Williams-Garcia and published by Scholastic © 2010 (Grade 6). These titles have been approved by a vote of 11-0 by the Instructional Materials Review Committee. They would be adopted for a seven-year period. Purchases of these titles would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

9. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION, MIDDLE SCHOOL ENGLISH LANGUAGE ARTS – YEARBOOK:

Adoption of *1 2 3 Student Yearbook Guide* published by Jostens ©2010. Aliso Viejo Middle School is requesting the adoption of this title for use with the English Language Arts, Yearbook course elective in grades 7 and 8. This title has been approved by a vote of 11-0 by the Instructional Materials Review Committee. It would be adopted for a seven-year period. Purchases of this title would be paid with site funds.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

10. INSTRUCTIONAL MATERIALS RECOMMENDED FOR ADOPTION, HIGH SCHOOL FINE ARTS – DIGITAL PHOTOGRAPHY:

Adoption of *Focus on Photography* written by Hermon Joyner and Kathleen Monaghan published by Davis Publications ©2007. Capistrano Valley High School is requesting the adoption of this title for use with Digital Photography in grades 9-12. This title has been approved by a vote of 11-0 by the Instructional Materials Review Committee. It would be adopted for a seven-year period. Purchases of this title would be paid with site and/or District funds if available.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

11. CONSOLIDATED APPLICATION AND REPORTING SYSTEM:

Approval of the July 31, 2012, Consolidated Application and Reporting System Data Collections. The Consolidated Application is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. In June of each year, each local educational agency submits the Spring release of the application to document participation in these programs and provide assurances the District will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. The complete Consolidated Application is on file for review in the State and Federal Programs office. As required by CDE, the Consolidated Application will be submitted for review and approval to the District English Learner Advisory Committee.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

12. CHOC CHILDREN'S BREATHMOBILE PROGRAM MEMORANDUM OF UNDERSTANDING:

Page 43
EXHIBIT 12

Approval of the CHOC Children's Breathmobile Program Memorandum of Understanding (MOU). This item presents an MOU for the CHOC Children's Breathmobile Program to continue to improve access to comprehensive, specialized asthma care to underserved children within the District.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Julie Hatchel, Assistant Superintendent, Education Services

13. WESTERN DIGITAL FOUNDATION GRANT – PUTTING THE E IN STEM: ENGINEERING IS ELEMENTARY:

Page 61
EXHIBIT 13

Approval of the Western Digital Foundation grant award of \$5,877 for the Putting the E in STEM: Engineering is Elementary program. Funding will be used to provide classroom teachers at Castille, Chaparral, Don Juan Avila, and Marblehead elementary schools with material resources and support to incorporate engineering into the curriculum. Students will engage in hands-on experiences as they develop an understanding of the design process in various types of engineering designing bridges, machines, pollinators, windmills, alarm circuits, solar ovens, and submersibles.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services

BUSINESS & SUPPORT SERVICES

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

Page 67
EXHIBIT 14

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 \$32,585,889.48; the commercial warrants total \$8,240,047.57. 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.

CUSD Strategic Plan Pillar 5: Effective Operations

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

15. INDEPENDENT CONTRACTOR, MASTER CONTRACT, AND PROFESSIONAL SERVICES AGREEMENTS:

Page 121
EXHIBIT 15

Approval and ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements. The State of California is in financial crisis, and as a result, California school budgets have been cut by 25 percent over the past four years. Because of these significant cuts, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District's budget approval process. The agreements total \$618,576.53.

Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 2: Safe & Healthy Schools

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

CUSD Strategic Plan Pillar 5: Effective Operations

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

16. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENT:

Approval of the ratification of special education Informal Dispute Resolution agreement case #070312. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

17. SPECIAL EDUCATION FINANCIAL OBLIGATION AGREEMENT:

Approval of the Financial Obligation Agreement between the District and the Orange County Department of Education in connection with special education settlement agreement #2012020831. Due to the confidential nature of the agreement, supporting information is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 5: Effective Operations

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

18. AGREEMENT BETWEEN THE DISTRICT AND ORANGE COUNTY HEALTH CARE AGENCY FOR EDUCATIONALLY RELATED MENTAL HEALTH SERVICES:

Approval of the Agreement between the District and Orange County Health Care Agency (OCHCA) will allow OCHCA to provide educationally related mental health services as requested by the District. As a result of the repeal of AB 3632, school districts are responsible for providing services for students with Individual Education Programs (IEPs) formerly provided by OCHCA. During the 2011-2012 school year, OCHCA continued to provide some services based on a state grant awarded for that purpose. OCHCA will not receive the grant for the 2012-2013 school year. The District will receive federal and state funding to provide educationally related mental health services to students with IEPs. District staff is able to provide some of the necessary services and will contract with outside agencies and OCHCA to provide services as requested. Annual expenditures under this agreement are limited to \$1,000,000, paid by special education mental health grant funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

19. MEMORANDUM OF UNDERSTANDING BETWEEN THE DISTRICT AND ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

Approval of the Memorandum of Understanding between the District and the Orange County Superintendent of Schools will allow Orange County Department of Education (OCDE) to conduct special education programs and services for eligible District students July 1, 2012, through June, 30, 2013. The OCDE Division of Special Education Services operates a special schools program for pupils with exceptional needs who require intensive educational services. These students are referred by their Individualized Education Program (IEP) teams when it is jointly determined by the District and OCDE that the student's educational needs, as specified in the IEP, can be appropriately met by OCDE programs and services. Approximately 101 District students are currently enrolled in OCDE programs. There are three cost categories for OCDE programs: classroom cost, transportation cost, and special circumstance aide cost. The average classroom cost per student is \$43,947. Based on current enrollment, the estimated District cost for students attending OCDE classes for the 2012-2013 school year is approximately \$4,440,000. The estimated District cost for transportation provided by OCDE is approximately \$541,000. The estimated District cost for required special circumstance aides in classrooms or on buses is approximately \$1,064,000. Annual expenditures under this agreement are paid by special education funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Page 175
EXHIBIT 18

Page 189
EXHIBIT 19

20. **RESOLUTION NO. 1213-02 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 88-1:** Page 211
EXHIBIT 20
 Approval of Resolution No. 1213-02 authorizing the levy of Special Tax in CFD No. 88-1 (Rancho Santa Margarita) for fiscal year 2012-2013. In order to secure the tax roll for CFD No. 88-1 in fiscal year 2012-2013, the District must notify the County of Orange Auditor/Controller no later than August 21, 2012, or other duly authorized date, with a certified copy of Resolution No. 1213-02, along with a copy of the annual levy of Special Taxes for fiscal year 2012-2013. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
21. **RESOLUTION NO. 1213-03 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 90-1:** Page 217
EXHIBIT 21
 Approval of Resolution No. 1213-03 affirming, ratifying, and authorizing the levy of a Special Tax in CFD No. 90-1 (Coto de Caza), for fiscal year 2012-2013. 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 Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
22. **RESOLUTION NO. 1213-04 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 90-2:** Page 223
EXHIBIT 22
 Approval of Resolution No. 1213-04 authorizing the levy of Special Tax in CFD No. 90-2 (Talega) for fiscal year 2012-2013. In order to secure the tax roll for CFD No. 90-2 in fiscal year 2012-2013, the District must notify the County of Orange Auditor/Controller no later than August 21, 2012, or other duly authorized date, with a certified copy of Resolution No. 1213-04, along with a copy of the annual levy of Special Taxes for fiscal year 2012-2013. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
23. **RESOLUTION NO. 1213-05 AUTHORIZING LEVY OF SPECIAL TAX IN IMPROVEMENT AREA NO. 2002-1 OF CFD NO. 90-2:** Page 229
EXHIBIT 23
 Approval of Resolution No. 1213-05 authorizing the levy of a Special Tax in Improvement Area (IA) No. 2002-1 of CFD No. 90-2 (Talega) for fiscal year 2012-2013. In order to secure the tax roll for IA No. 2002-1 of CFD No. 90-2 in fiscal year 2012-2013, the District must notify the County of Orange Auditor/Controller no later than August 21, 2012, or other duly authorized date, with a certified copy of Resolution No. 1213-05, along with a copy of the annual levy of Special Taxes for fiscal year 2012-2013. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
24. **RESOLUTION NO. 1213-06 AUTHORIZING THE LEVY OF SPECIAL TAX IN CFD NO. 92-1:** Page 235
EXHIBIT 24
 Approval of Resolution No. 1213-06 authorizing the levy of Special Tax in CFD No. 92-1 (Las Flores) for fiscal year 2012-2013. In order to secure the tax roll for CFD No. 92-1 in fiscal year 2012-2013, the District must notify the County of Orange Auditor/Controller no later than August 21, 2012, or other duly authorized date, with a certified copy of Resolution No. 1213-06, along with a copy of the annual levy of Special Taxes for fiscal year 2012-2013. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

25. RESOLUTION NO. 1213-07 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 94-1:

Page 241
EXHIBIT 25

Approval of Resolution No. 1213-07 authorizing the levy of Special Tax in CFD No. 94-1 (Rancho Santa Margarita) for fiscal year 2012-2013. In order to secure the tax roll for CFD No. 94-1 in fiscal year 2012-2013, the District must notify the County of Orange Auditor/Controller no later than August 21, 2012, or other duly authorized date, with a certified copy of Resolution No. 1213-07, along with a copy of the annual levy of Special Taxes for fiscal year 2012-2013. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD Strategic Plan Pillar 5: Effective Operations

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

26. RESOLUTION NO. 1213-08 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 98-1A:

Page 247
EXHIBIT 26

Approval of Resolution No. 1213-08 authorizing the levy of Special Tax in CFD No. 98-1A (Pacifica San Juan) for fiscal year 2012-2013. Such Special Taxes were levied, in prior fiscal years, on a partial basis, and for fiscal year 2012-2013, are 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, as to do so would be contrary to contracts previously entered into with the applicable property owner. In order to secure the tax roll for CFD No. 98-1A in fiscal year 2012-2013, the District must notify the County of Orange Auditor/Controller no later than August 21, 2012, or other duly authorized date, with a certified copy of Resolution No. 1213-08, along with a copy of the annual levy of Special Taxes for fiscal year 2012-2013. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD Strategic Plan Pillar 5: Effective Operations

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

27. RESOLUTION NO. 1213-09 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 98-2:

Page 253
EXHIBIT 27

Approval of Resolution No. 1213-09 authorizing the levy of Special Tax in CFD No. 98-2 (Ladera) for fiscal year 2012-2013. In order to secure the tax roll for CFD No. 98-2 in fiscal year 2012-2013, the District must notify the County of Orange Auditor/Controller no later than August 21, 2012, or other duly authorized date, with a certified copy of Resolution No. 1213-09, along with a copy of the annual levy of Special Taxes for fiscal year 2012-2013. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD Strategic Plan Pillar 5: Effective Operations

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

28. RESOLUTION NO. 1213-10 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 2004-1:

Page 259
EXHIBIT 28

Approval of Resolution No. 1213-10 authorizing the levy of Special Tax in CFD No. 2004-1 (Rancho Madrina) for fiscal year 2012-2013. In order to secure the tax roll for CFD No. 2004-1 in fiscal year 2012-2013, the District must notify the County of Orange Auditor/Controller no later than August 21, 2012, or other duly authorized date, with a certified copy of Resolution No. 1213-10, along with a copy of the annual levy of Special Taxes for fiscal year 2012-2013. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.

CUSD Strategic Plan Pillar 5: Effective Operations

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

29. **RESOLUTION NO. 1213-11 AUTHORIZING LEVY OF SPECIAL TAX IN CFD NO. 2005-1:** Page 265
EXHIBIT 29
 Approval of Resolution No. 1213-11 authorizing the levy of Special Tax in CFD No. 2005-1 (Whispering Hills) for fiscal year 2012-2013. In order to secure the tax roll for CFD No. 2005-1 in fiscal year 2012-2013, the District must notify the County of Orange Auditor/Controller no later than August 21, 2012, or other duly authorized date, with a certified copy of Resolution No. 1213-11, along with a copy of the annual levy of Special Taxes for fiscal year 2012-2013. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
30. **RESOLUTION NO. 1213-12 AUTHORIZING THE LEVY OF SPECIAL TAX IN CFD NO. 87-1:** Page 271
EXHIBIT 30
 Approval of Resolution No. 1213-12 authorizing the levy of Special Tax in CFD No. 87-1 (Mission Viejo/Aliso Viejo) for fiscal year 2012-2013. In order to secure the tax roll for CFD No. 87-1 in fiscal year 2012-2013, the District must notify the County of Orange Auditor/Controller no later than August 21, 2012, or other duly authorized date, with a certified copy of Resolution No. 1213-12, along with a copy of the annual levy of Special Taxes for fiscal year 2012-2013. David Taussig & Associates will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
31. **AMENDMENT TO CONSULTANT AGREEMENT, HARBOTTLE LAW GROUP:** Page 277
EXHIBIT 31
 Approval of amendment to Consultant Agreement No. C0910101 with Harbottle Law Group for general legal services as required by the District. The District has requested in-house services as outlined in the retainer agreement. The amendment also includes a new negotiated fee structure and new contract end date of June 30, 2013. Services under this contract are limited to \$150,000 funded by special education funds.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
32. **AGREEMENT FOR PARTICIPATION – INSIDE THE OUTDOORS SCHOOL PROGRAM BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 293
EXHIBIT 32
 Approval of Agreement for Participation – Inside the Outdoors School Program No. 50057 with the Orange County Superintendent of Schools to provide the Traveling Scientist Programs to various schools as requested by the District. There is no general fund financial impact associated with this item. Costs will be paid from site funds or locally generated revenue.
CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
33. **AGREEMENT FOR PARTICIPATION – INSIDE THE OUTDOORS FIELD PROGRAM BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page 303
EXHIBIT 33
 Approval of Agreement for Participation – Inside the Outdoors Field Program No. 50070 with the Orange County Superintendent of Schools to provide field trips for various schools as requested by the District. There is no general fund financial impact associated with this item. Costs will be paid from site funds or locally generated revenue.
CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

34. AGREEMENT FOR USE OF RESIDENT OUTDOOR SCIENCE SCHOOL FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES BETWEEN ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:

Page 315
EXHIBIT 34

Approval of Agreement for Use of Resident Outdoor Science School Facilities, Supplies, Equipment, and Services No. 50003 with the Orange County Superintendent of Schools to provide the Outdoor Science School Program for various schools as requested by the District. There is no general fund financial impact associated with this item. Costs will be paid from site funds or locally generated revenue.

CUSD Strategic Plan Pillar 3: Academic Achievement and Enrichment

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

35. LIMITED USE LICENSE AGREEMENT BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND SAMLARC FOR USE OF TIJERAS CREEK PARK:

Page 339
EXHIBIT 35

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

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

CUSD Strategic Plan Pillar 5: Effective Operations

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

36. STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT NO. 4-11-03-0492A, GENERAL SERVICES ADMINISTRATION SCHEDULE NO. GS-07F-0509W, NON INFORMATION TECHNOLOGY GOODS, SECTORPOINT, INCORPORATED:

Approval of authorization to utilize the State of California Multiple Award Schedule Contract No. 4-11-03-0492A, General Services Administration schedule GS-07F-0509W, to obtain the right to utilize software, receive technical support services, and software upgrades related to the installation, maintenance, and use of the facility use permit processing software, Civic Permits, from SectorPoint, Incorporated under the same terms and conditions of the public agency's contract. The District can utilize such contracts pursuant to California Public Contract Code §10298, §10299 and §12100 et. seq. without going to bid. District staff has determined the prices offered by SectorPoint, Incorporated are fair, reasonable, competitive, and it is in the best interest of the District to utilize the contract. Features of this software include registration, permit application and processing, invoicing, and payment collection. This upgraded system will cost approximately \$13,000 - \$15,000 annually, funded by fees collected from facilities usage.

Due to the size of the contract and award, the documentation will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

37. AWARD RFP NO. 4-1213, SNACK & BEVERAGE VENDING SERVICES, VENDING + PLUS:

Approval of the award of RFQ No. 4-1213, Snack & Beverage Vending Services, to Vending + Plus. On July 9, 2012, the Board of Trustees authorized staff to solicit proposals for snack and beverage vending services. The District received seven proposals. The proposals were evaluated by staff based on the selection criteria and adherence to submittal requirements. Vending + Plus was selected to remain the District's service provider based on the evaluation of the vendor's qualifications, years of experience, competence in relative experience, and commission percentage. Vending + Plus has a proven track record of providing quality snack vending services. Under the new contract Vending + Plus will provide both snack and beverage vending services at District set vending rates. The vendor offered a five-year pricing structure with increased commission percentage annually. The estimated first-year income related to this contract is \$68,000, shared by all sites participating in the vending program. The evaluation criteria and vendor rating sheets are available in the Purchasing Department for review. For more information, contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

38. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

Page 355
EXHIBIT 38

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

39. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

Page 357
EXHIBIT 39

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____

Seconded by _____

ROLL CALL:

Trustee Addonizio _____

Trustee Bryson _____

Trustee Alpay _____

Trustee Hatton _____

Trustee Brick _____

Trustee Palazzo _____

Trustee Pritchard _____

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

ADJOURNMENT

Motion by _____

Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS MONDAY, SEPTEMBER 10, 2012, 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

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

33122 Valle Road
San Juan Capistrano, CA 92675

ADDENDUM
to
August 20, 2012
Board Agenda

CONSENT CALENDAR - ADDITION

37A **DONATION OF FUNDS AND EQUIPMENT:**

A number of gifts have been donated to the District, and items other than cash have no financial impact on the budget. The District does not guarantee maintenance of those items or the expenditure of any District funds for their continued use.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

Page 354a

EXHIBIT 37A

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.



CALIFORNIA PREPARATORY ACADEMY PROGRAM STATUS AND UPDATES AUGUST 20, 2012



Enrollment:

- Currently enrolled 96 students (projected enrollment 125) 9th and 10th grade students
- 25 students are new to CUSD (either inter-district transfers or reside in CUSD but do not currently attend a CUSD school).
- Reasons for student enrollment

Parent/Student Informational Nights:

- Conducted four informational nights at the district office. Additional night scheduled for August 24th.

Curriculum:

- See course offerings list attached
- Combination of APEX/VHS Collaborative/Hybrid built courses

Staffing:

- Currently hired 5 Cal Prep Teachers HQT
- Academic Advisor and Office Manager

Facilities:

- Thornsley Education Center
- Mission Viejo Small computer lab for after-hours complete

Advertising and Publicity:

- **Completed projects include:** Cal Prep Website, informational flyer attached, strategic plan, course offerings 2012-13, letterhead and logos, 30 second commercial, and Twitter.
- **Projects still needed:** Advertising at MVM and local publications and local media announcements.

Technology:

- **Synchronous tool:** Cisco Tele-presence and Cisco Webex (live demonstration)

Program Description and Master Calendar:

- Master calendar attached
- Teacher schedules and work week completed
- California Preparatory Master Agreement completed
- WASC visitation for Spring 2012-2013
- UC course submittal Fall 2013-14

California Preparatory Academy 2012-2013 Class Schedule—Fall



- Classes in bold have a required weekly meeting. See each individual course syllabi for more details.
- All other classes (not bolded) have a weekly meeting time and day. Those are optional meetings that students can join face to face, live via the web or view recorded lesson.
- Biology is broken into two groups (group 1 and group 2). See course syllabi for actual meeting dates and required labs.
- All tests will be taken face to face. Students may be asked to come in face to face to present a project, complete group work, and complete certain assignments. See each class syllabus for details.
- Students will be required to make weekly contact with each instructor; either face to face, email, webcam, telephone call etc.

| Course Name & Units | On-Campus Required Meetings | Day/s | Time |
|------------------------------------|---|-----------------------------|-----------------------|
| Algebra I (P) | No | Monday | 8:30-9:30 am |
| Algebra 1A | No | Wednesdays | 9:40-10:40 am |
| Algebra 1B | No | Monday | 9:40-10:40 am |
| Algebra II/Trig (P) | No | Friday | 8:30-9:30 am |
| Biology (P) | Yes-required labs | Wednesdays (Group 1) | 7:57-9:39 am |
| | | Fridays (Group 2) | 7:57-9:39 am |
| Chemistry (P) | Yes-required labs | Friday | 7:57-9:39 am |
| College and Career Planning | No | Tuesday | 12:00-1:00 pm |
| Digital Photography 1A (P) | Yes-required | Thursday | 8:30-9:30 am |
| Earth Science (Coordinated Sci I) | No | Wednesday | 12:00-1:00 pm |
| English I (P) | No | Tuesday | 8:30-9:30 am |
| English I Accelerated (P) | No | Thursday | 9:40-10:40 am |
| English II (P) | No | Thursday | 10:50-11:50 am |
| English II Accelerated (P) | No | Tuesday | 9:40-10:40 am |
| Geometry (P) | No | Wednesday | 10:50-11:50 am |
| Pre-calculus and Pre-calculus H(P) | No | Wednesday | 8:30-9:30 am |
| Physical Education | No-Physical fitness test only 9 th | See course syllabus | |
| Spanish I (P) | Yes | Monday | 10:50-11:50 am |
| Spanish II (P) | Yes | Friday | 9:40-10:40 am |
| Spanish III | Yes | Friday | 10:50-11:50 am |
| World History (P) | No | Thursday | 12:00-1:00 pm |
| Advanced Placement Courses | | | |
| AP World History (P) | No-Optional AP Study Sessions | Tuesday | 10:50-11:50 am |

(P)=College Prep, UC Approved Course

Cal Prep Academy Class Schedule—Fall

Open Lab Hours



| Time | Monday | Tuesday | Wednesday | Thursday | Friday |
|-----------------------|-------------|------------|--------------|--------------|-----------|
| 9:00-10:30 | Ms. Moreno | Mr. Green | Ms. Moreno | Mrs. Cotton | |
| 10:30-12:00 | Mr. Nye | Mr. Green | Mrs. Marsing | Mr. Green | Mr. Moore |
| 11:30-6:30 MVM | Mrs. Cotton | Ms. Moreno | Mr. Moore | Mrs. Marsing | |

Bold= Mission Viejo Mall Evening Hours (2:00-2:45 teacher will be on a lunch break).

Open Lab Description: Students have the option to attend open lab times listed above. Open labs are supervised by Cal Prep Teachers and students have the option to come in to take exams, work on coursework, work on projects, and get individualized instruction. Cal Prep Teachers will assist students on an individual basis and supervise the computer lab.

Teachers by subject:

Mrs. Cotton: AP World History, College and Career Planning, Earth Science

Mr. Green: All Math Subjects

Mrs. Marsing: Biology, Chemistry, Physical Education

Mr. Moore: English I and II and Accelerated, and Digital Photo

California Preparatory Academy

2012-2013

| Subject | Course Lists | | | |
|-------------------------------|------------------------------|-------------|--------|------------------------|
| | | Grad Credit | UC/CSU | Honors/ Accelerated |
| Math | Intro to Algebra | | | |
| | Personal Finance | | | |
| | Algebra I (semester 1) | ✓ | ✓ | |
| | Algebra I (semester 2) | ✓ | ✓ | |
| | Algebra 1A (semester 1) | ✓ | ✓ | |
| | Algebra 1A (semester 2) | ✓ | ✓ | |
| | Algebra 1B (semester 1) | ✓ | ✓ | |
| | Algebra 1B (semester 2) | ✓ | ✓ | |
| | Algebra II/Trig (semester 1) | ✓ | ✓ | |
| | Algebra II/Trig (semester 2) | ✓ | ✓ | |
| | Geometry 1A | ✓ | ✓ | |
| | Geometry 1B | ✓ | ✓ | |
| | Precalculus 1A | ✓ | ✓ | |
| | Honors Precalculus 1A | ✓ | ✓ | H |
| | Precalculus 1B | ✓ | ✓ | |
| | Honors Precalculus 1B | ✓ | ✓ | H |
| | Science | Biology 1A | ✓ | ✓ |
| Biology 1B | | ✓ | ✓ | |
| Chemistry 1A | | ✓ | ✓ | |
| Chemistry 1B | | ✓ | ✓ | |
| Earth Science (semester 1) | | ✓ | | |
| Earth Science (semester 2) | | ✓ | | |
| English | English 1A | ✓ | ✓ | |
| | English 1A/Acc | ✓ | ✓ | A |
| | English 1B | ✓ | ✓ | |
| | English 1B/Acc | ✓ | ✓ | A |
| | English IIA | ✓ | ✓ | |
| | English IIA/Acc | ✓ | ✓ | A |
| | English IIB | ✓ | ✓ | |
| | English IIB/Acc | ✓ | ✓ | A |
| | Reading Skills & Strategies | | | |
| Writing Skills & Strategies | | | | |

32972 Calle Perfecto
San Juan Capistrano, CA
92675

California Preparatory Academy

2012-2013

| Subject | Course Lists | Grad Credit | UC/CSU | Honors/ Accelerated |
|---------------------------|-----------------------------------|-------------|--------|------------------------|
| World Language | Spanish IIA | ✓ | ✓ | |
| | Spanish IIB | ✓ | ✓ | |
| | Spanish IIIA | ✓ | ✓ | |
| | Spanish IIIB | ✓ | ✓ | |
| Social Science | Geography & World Cultures | | | |
| | World History 1A | ✓ | ✓ | |
| | World History 1B | ✓ | ✓ | |
| | AP World History 1A | ✓ | ✓ | ✓ |
| | AP World History 1B | ✓ | ✓ | ✓ |
| Physical Education | P.E. | ✓ | ✓ | |
| | Health | ✓ | ✓ | |
| Electives | Digital Photography 1A | ✓ | ✓ | |
| | Digital Photography 1B | ✓ | ✓ | |
| | College and Career Planning (CCP) | ✓ | | |
| | Music Appreciation 1A | ✓ | | |
| | Music Appreciation 1B | ✓ | | |
| | Art Appreciation | ✓ | | |
| | Media Literacy | ✓ | | |

32972 Calle Perfecto
San Juan Capistrano, CA
92675

CAPISTRANO UNIFIED SCHOOL DISTRICT

Resolution Number 1213-13

**FINAL RESOLUTION REGARDING GRIEVANCES FILED BY
CSEA ON BEHALF OF CLASSIFIED EMPLOYEES**

RESOLVED, by the Board of Trustees of the Capistrano Unified School District that:

WHEREAS, on or about February 5, 2010, CSEA filed a grievance on behalf of permanent classified employee Rose Gire alleging the District violated Article 7.10.1 of the collective bargaining agreement (“Agreement”) between the District and CSEA when it declined to transfer Gire’s longevity step to her temporary promotion to Food Service Lead II; and

WHEREAS, on or about March 2, 2010, CSEA filed a grievance on behalf of permanent classified employee Elizabeth Marissa Acosta alleging the District violated Articles 3.7.1, 12.2, and 12.3 of the Agreement when it declined to permanently adjust Acosta’s hours upward to reflect her 2 hours-per-day “Temporary Additional Assignment” as an office clerk, and did not account for Acosta’s “Temporary Additional Assignment” in determining its health and welfare contributions for Acosta; and

WHEREAS, on or about December 17, 2010, CSEA filed a grievance on behalf of permanent classified employee Janet Leopard alleging the District violated Article 3.7.1 of the Agreement when it declined to permanently adjust Leopard’s hours upward to reflect her 2 hour-a-day “Temporary Additional Assignment” as a health clerk, in addition to her 3.5 hour-a-day base health clerk assignment; and

WHEREAS, on or about March 16, 2011, CSEA filed a grievance on behalf of permanent classified employee Sarah Veth alleging the District violated Articles 3.7.1 and 12.2 of the Agreement when it declined to permanently adjust Veth’s hours upward to reflect her 1.75-hour-a-day “Temporary Additional Assignment” and did not account for Veth’s “Temporary Additional Assignment” in determining its health and welfare contributions for Veth; and

WHEREAS, on or about May 16, 2011, CSEA filed a grievance on behalf of permanent classified employee Denise Jones alleging the District violated Articles 3.7.1 and 12.2 of the Agreement when it declined to permanently adjust Jones’ hours upward to reflect her 3.5-hour-a-day “Temporary Additional Assignment” as an Independence Facilitator, and did not account for Jones’ “Temporary Additional Assignment” in determining its health and welfare contributions for Jones; and

WHEREAS, on or about May 16, 2011, the District and CSEA met in an attempt to resolve the grievances of Gire, Acosta, Leopard, Veth, and Jones; and

WHEREAS, pursuant to Article 4.2.2.3.1 of the Agreement the parties met with mediator Don Raczka but failed to reach an agreement; and

WHEREAS, on or about June 4, 2011, Gire and Acosta filed a Level IV appeal for advisory arbitration on their grievances pursuant to Article 4.2.2.4 of the Agreement; and

WHEREAS, on or about July 8, 2011, Leopard, Veth, and Jones filed a Level IV appeal for advisory arbitration on their grievances pursuant to Article 4.2.2.4 of the Agreement; and

EXHIBIT 2

WHEREAS, on or about November 3, 2011, the parties sent their joint request for an arbitrator to State Mediation and Conciliation Services and subsequently selected Arbitrator John Perone to hear the grievances; and

WHEREAS, on or about February 23 and 24, 2012, a full evidentiary hearing was held before Arbitrator Perone; and

WHEREAS, during the evidentiary hearing, the arbitrator accepted evidence in the form of witness testimony and documents introduced by both parties; and

WHEREAS, during the evidentiary hearing, the parties presented the following issues, as framed by the arbitrator: (1) were the grievances timely; (2) if the grievances were timely, did the District violate Article 7.10.1 of the Agreement when Gire was promoted to Food Service Lead II from September 7, 2009, until January 29, 2010, and placed on classified salary Range 31, Step 1; (3) if the grievances were timely, did the District violate Articles 3.7.1, 12.2, or 12.3 of the Agreement when Acosta, Jones, Leopard, and Veth worked thirty or more minutes above their normal work schedule for twenty or more consecutive days without permanently adjusting their work schedules to reflect the increased hours, and without offering the grievants appropriate prorated health and welfare benefits; and (4) if the grievances were considered timely and sustained, what is the appropriate remedy; and

WHEREAS, at the close of the arbitration hearing, the arbitrator invited the parties to submit final argument in the form of closing briefs; and

WHEREAS, on or about May 24, 2012, the parties submitted closing briefs to the arbitrator; and

WHEREAS, the full evidentiary hearing, including witness testimony and documentary evidence, and the parties' closing briefs comprise the complete administrative record; and

WHEREAS, on or about July 11, 2012, the arbitrator submitted his recommendations to the Board of Trustees; and

WHEREAS, the arbitrator recommends the Board of Trustees finds the grievances are untimely; and

WHEREAS, the arbitrator recommends the Board of Trustees finds that notwithstanding the untimeliness of the grievances, the District did not violate Article 7.10.1 of the Agreement when Gire was promoted to Food Service Lead II from September 7, 2009, until January 29, 2010, and placed on classified salary Range 31, Step 1; and

WHEREAS, the arbitrator recommends the Board of Trustees finds that notwithstanding the untimeliness of the grievances, the District did not violate Articles 3.7.1, 12.2, or 12.3 of the Agreement when Acosta, Jones, Leopard, and Veth worked thirty or more minutes above their normal work schedule for twenty or more consecutive days without permanently adjusting their work schedules to reflect the increased hours, and without offering the grievants prorated health and welfare benefits; and

WHEREAS, the arbitrator recommends the Board of Trustees deny the five grievances and sustain the District's past practices in these matters; and

WHEREAS, the arbitrator recommends the Board of Trustees deny the five grievances and sustain the District's past practices in these matters; and

WHEREAS, the arbitrator recommends the Board of Trustees invites the parties to discuss these matters further during collective bargaining; and

WHEREAS, Article 4.2.2.4 of the Agreement provides the Board of Trustees shall seriously consider the recommendation of the advisory arbitrator and shall make a determination on the grievance; and

WHEREAS, the action of the Board of Trustees shall be final and binding on all parties; and

WHEREAS, such determination of the Board of Trustees shall be communicated to the parties; and

WHEREAS, the complete administrative record was available to the Board of Trustees for its review and consideration; and

WHEREAS, the Board has reviewed and analyzed the advisory decision of the arbitrator; and

WHEREAS, the Board agrees with the arbitrator's advisory decision and adopts the decision in full.

NOW THEREFORE BE IT RESOLVED that the above recitals are true and correct; and

BE IT FURTHER RESOLVED that the advisory decision of the arbitrator is attached as Attachment A and incorporated into this Resolution as though fully set forth herein; and

BE IT FURTHER RESOLVED that unless inconsistent with a provision of this Resolution, the Background and Relevant Facts and Position of the Parties contained in the arbitrator's advisory decision, including subparts, are adopted as the Background and Relevant Facts and Position of the Parties of this Board; and

BE IT FURTHER RESOLVED that unless inconsistent with a provision of this Resolution, each of the Findings, Conclusions, and Recommendations contained in the arbitrator's advisory decision is adopted as the Findings, Conclusions, and Recommendations of this Board; and

BE IT FURTHER RESOLVED the Board of Trustees will notify the grievants in writing of its adoption of the arbitrator's advisory decision in full.

The foregoing Resolution was adopted by the Board of Trustees of the Capistrano Unified School District on the 20th day of August 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Gary Pritchard
President, Board of Trustees

I, Lynn Hatton, Clerk of the Board of Trustees of the Capistrano Unified School District, do certify that the foregoing Resolution was regularly introduced, passed and adopted by the Board of Trustees at its meeting held on August 20, 2012.

Lynn Hatton
Clerk, Board of Trustees

**Arbitration Office
of
John D. Perone
2005 Palo Verde Ave, Suite 147
Long Beach, CA 90815**

IN ADVISORY ARBITRATION HEARING PROCEEDINGS ACCORDING TO THE
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PARTIES

| | | |
|---|---|-------------------------|
| In the Matter of a Dispute |) | |
| |) | |
| -between- |) | |
| |) | |
| California School Employees Association, Chapter 224 |) | Arbitrator's Opinion |
| and |) | & |
| |) | Advisory Award |
| Capistrano Unified School District |) | |
| |) | |
| Subject of Hearing: Alleged Contract Violation of Article 3, 7, 12, Salary Placement, Health and Welfare Benefits, and Permanency for Temporary Assignments |) | |
| |) | |
| <u>CSMCS Case No.: ARB 11 0220</u> |) | |

This arbitration hearing arises pursuant to the Collective Bargaining Agreement (CBA) between the Capistrano Unified School District; hereinafter, the Employer or the District, and the California School Employees Association Chapter 224; hereinafter the Association or Union.

The record reflects that five bargaining unit members filed grievances claiming the District violated the Collective Bargaining Agreement with regard to salary step placement, health and welfare benefits, and failure to permanently assign

additional hours, or higher classification when the Grievants worked in temporary assignments.

John D. Perone was appointed as neutral third-party Arbitrator from a list promulgated by the California State Mediation and Conciliation Service. Under provisions of the CBA, the Arbitrator's recommendations and award are advisory to the Board of Education.

A full evidentiary hearing was held on Thursday, February 23, 2012, and Friday, February 24, 2012, at the School District office in San Juan Capistrano, California. The parties were allowed to examine and cross-examine witnesses who testified under oath administered by the Arbitrator. A verbatim transcript was taken, copies of which were provided the parties and the Arbitrator. Closing argument briefs were submitted by Counsel for parties in timely fashion as agreed by the parties. This Advisory Opinion and Award is now issued for consideration by the Board of Education.

APPEARANCES

On Behalf of the Employer

Anthony P. De Marco, Esq.
Alexandria M. Davidson, Esq.
Atkinson, Andelson, Loya,
Ruud and Romo
20 Pacific, Suite 400
Irvine, CA 92618-3371

On Behalf of the Association

Nathan Banditelli, Labor
Relations Representative
California School Employees
Association
326 W Katella, Suite
Orange, CA 92867

STATEMENT OF THE ISSUES

At the hearing the parties were unable to agree on an issue statement. The parties each submitted its individual version of an issue statement, with the joint stipulation that the Arbitrator has the authority to frame an issue statement once all the evidence is in.

The Union's version of an issue statement was as follows:

(1) Did Capistrano Unified School District violate Article 7.10.1 when Food Service Worker Rose Gire was promoted to Food Service Lead II from September 7, 2009 until January 29, 2010, and placed on Range 31, Step 1?

(2) Did the Capistrano Unified School District violate Articles 3.7.1, 12.2, and 12.3, when Elizabeth Acosta, Denise Jones, Janet Leopard, and Sara Veth worked thirty or more minutes above their normal work schedule for twenty or more consecutive days without permanently, adjusting their work schedules to reflect the increased hours, and offering appropriately prorated health and welfare benefits?

The District submitted the following version of the issue statements:

(1) Were the grievances timely?

(2) If the grievances were timely, do employees who render service in a "Temporary Additional Assignment," consistent with Article 3.7.1, own the temporary hours on a permanent basis?

(3) If the employees do not own the temporary hours on a permanent basis, do individuals rendering service in a "Temporary Additional Assignment" qualify for health and welfare benefits or higher District contribution, for the duration of the "Temporary Additional Assignment"?

(4) Do employees who were temporarily promoted retain their longevity step during the "Temporary Promotion"?

(5) If the grievances are sustained, do classified employees in Capistrano Unified School District obtain permanent status in all positions and classifications after

twenty days, or only when rendering service in "Temporary Additional Assignments" and "Temporary Promotions"?

(6) If the grievances are sustained, upon return from an approved absence, does the incumbent lose his or her position or hours in favor of the individual who substituted for the employee on a "Temporary" basis?

(7) If the grievances are sustained, what specific language must be added to the Parties' agreement to effectuate the proposed decision of the Arbitrator?

(8) If the grievances are sustained, what are the appropriate remedies?

In consideration of the evidence produced and both versions of the issues statement, the Arbitrator hereby frames the issues as follows:

(1) Were the grievances timely?

(2) If the grievances are timely, did Capistrano Unified School District violate Article 7.10.1 when Food Service Worker Rose Gire was promoted to Food Service Lead II from September 7, 2009 until January 29, 2010, and placed on Range 31, Step 1?

(3) If the grievances are timely, did Capistrano Unified School District violate Articles 3.7.1, 12.2, or 12.3 when Elizabeth Acosta, Denise Jones, Janet Leopard, and Sara Veth worked thirty or more minutes above their normal work schedule for twenty or more consecutive days without permanently adjusting their work schedules to reflect the increased hours, and without offering the Grievants appropriate prorated health and welfare benefits?

(4) If the grievances are considered timely and sustained, what is the appropriate remedy?

**RELEVANT SECTIONS OF THE EDUCATION CODE, GOVERNMENT CODE,
AND THE COLLECTIVE BARGAINING AGREEMENT**

Article 3.7.1

An employee in the bargaining unit who works thirty (30) minutes or more per day in excess of his/her regular part-time work schedule for a period of twenty (20) consecutive working days or more shall have his/her regular work

schedule adjusted upward to reflect the longer hours, effective with the next pay period.

Article 7.10.1

When an employee is required to perform duties which do not reasonably relate to those fixed for the position by the District for a period of more than five working days within a 15 calendar day period, his/her salary will be adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties being performed outside the normal assigned duties of his/her classification.

Article 11.4

Effective July 1, 1994, Step 10 was added to the Classified Salary Schedule in lieu of longevity increments. Employees who completes [sic] one (1) year on Step 6 and commencing their tenth (10) year of consecutive regular service with CUSD is eligible for Step 10 [sic] which shall be 5% higher than Step 6.

In addition, effective 7/1/97, Step 15 was added to the Classified Salary Schedule. Employees who are beginning their 15th year of consecutive service are eligible for Step 15, which shall be 5% higher than Step 10 effective July 1, 2006.

Effective 7/1/98, Step 20 was added to the Classified Salary Schedule. Employees who are beginning their 20th year of consecutive service are eligible for Step 20, which shall be 2.5% higher than Step 15.

Article 12.2

The District shall pay on behalf of unit members employed full-time, payments for medical, dental, vision, and life insurance benefits approved by the Board of Trustees as follows:

Medical: Employees must be under contract to the District at least 20 hours per week to be eligible for health insurance benefits The District shall contribute to the premiums for part-time employees and their dependents who participate in the plans as follows:

| Hours Worked | Percent Paid by District |
|--------------|--------------------------|
| 4.0 | 55% |
| 4.5 | 56.25% |
| 5.0 | 65% |
| 5.5 | 68.75% |
| 6.0 | 75% |
| 6.5 | 81.25% |
| 7.0 | 90.0% |
| 7.5 | 93.75% |

[The District contribution rates in Article 12.2 changed with the adoption of the successor agreement, effective July 1, 2010 to June 30, 2012]

* * *

Article 12.3

Employees must be under contract to the District for at least 20 hours per week to be eligible for health insurance benefits. Contributions for employees working less than full time shall be prorated in proportion to those hours of a full-time employee. (Joint Exhibit 2.)

Education Code Section 45137

A classified employee who works a minimum of 30 minutes per day in excess of his part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136.

...

It is the intent of the Legislature, in enacting this section, to insure that part-time employees are accorded fringe benefits on an appropriate prorated basis with full recognition given to the number of hours worked by the part-time employee rather than on the basis of time fixed to the position when the fixed time is not reasonably correlated with the actual time worked. This section is to be liberally construed in order that the provisions of Section 45136 may not be circumvented by requiring employees to work in excess of the regularly fixed hours for a position on an overtime basis for which premium pay is not provided nor (sic) appropriate adjustment is not made in fringe benefit entitlement.

Education Code Section 45136

All probationary and permanent part-time classified employees shall be entitled to sick leave, and all other benefits conferred by law on classified employees. Part-time employees shall be entitled to all leaves and benefits granted by the governing board to a majority of the regular full-time employees in the classified service of the district or to regular full-time employees in same classified positions or general class of positions; but such leaves and benefits may be prorated in the same ratio as the regular work hours per day, days per week, weeks per month, or months per year of such part-time employees bear to eight hours per day, 40 hours per calendar week, four calendar weeks per month, or 12 calendar months during the school year....

This section shall not apply to those benefits authorized under the provisions of Article 1 (commencing with Section 53200) of Chapter 2 of Part 1 of Division 2 or Title 5 of the Government Code.

Government Code section 53200

"Health and welfare benefit" means any one or more of the following: hospital, medical, surgical, disability, legal expense or related benefits including, but not limited to, medical, dental, life, legal expense, and income protection insurance or benefits, whether provided on an insurance or a service basis, and includes group life insurance as defined in subdivision (b) of this section.

BACKGROUND AND RELEVANT FACTS

NOTE: The following summary of material facts and the positions of the parties in their closing argument briefs is an attempt by the Arbitrator to connect the controlling contract language with the actions of the Employer to ascertain if, in fact, the contract was violated. The summary is meant to create an analytic leap between the controlling language, the alleged violations and the award of the Arbitrator. If the Triers-of-Fact wish additional clarification, they are referred to the closing argument briefs of the parties, exhibits, and transcripts of the hearing which are included and made a part of this report by reference.

The Parties stipulated to sixteen statements of facts as follows:

1. The Capistrano Unified School District (the District) is a unified school district in Orange County, California, located at 33122 Valle Road, San Juan Capistrano, California 92675.
2. The Capistrano Unified School District is a "public school employer" pursuant to the provisions of section 3540.1(k) of the Educational Employment Relations Act (EERA).
3. The California School Employees Association and its local Chapter 224 (CSEA) hold "exclusive representative" status for the comprehensive classified unit pursuant to EERA section 3540.1(e).
4. The parties are operating under the terms of a collective bargaining agreement (CBA) that expires on June 30, 2012. The agreement is attached as Joint Exhibit 1.
5. The parties operated under the terms of a CBA that expired June 30, 2010. The expired agreement is attached as Joint Exhibit 2.
6. Jodee Brentlinger is employed by Capistrano Unified School District as the Assistant Superintendent, Personnel Services. She served in the position on December 17, 2010.
7. Ronda Walen is employed by Capistrano Unified School District as an 8 hour per day (HPD) Benefits Technician. She serves as the CSEA Chapter 224 President. She served in the office on December 17, 2010.
8. Ken Jensen is employed by Capistrano Unified School District as an 8 HPD Technology Support Specialist III. He served the CSEA Chapter 224 Chief Job Steward on December 17, 2010. He served in the office until June, 2011.
9. CSEA filed a grievance on behalf of Elizabeth Marisa Acosta, alleging violations of Article 3.1, 3.7.1,

- 12.2, and 12.3. The grievance file is attached as Joint Exhibit 3.
10. CSEA filed a grievance on behalf of Rose Gire, alleging violations of Articles 7.10.1 and 12.2.A-C. The grievance file is attached as Joint Exhibit 4.
 11. CSEA filed a grievance on behalf of Janet Leopard, alleging a violation of Article 3.7.1. The grievance file is attached as Joint Exhibit 5.
 12. CSEA filed a grievance on behalf of Sara Veth, alleging violations of Articles 3.7.1 and 12.2. The grievance file is attached as Joint Exhibit 6.
 13. On March 14, 2010, the District agreed to advance the grievances that CSEA filed on behalf of Rose Gire and Elizabeth Marissa Acosta to the mediation step pursuant to Article 4.2.2.3.1. The District also agreed to advance the grievances that CSEA filed on behalf of Sara Veth and Janet Leopard to the mediation step. The correspondence memorializing the agreement is attached as Joint Exhibit 7.
 14. On May 16, 2011, the parties met with Mediator Don Raczka pursuant to Article 4.2.2.3.1. The parties did not come to agreement and scheduled a second session. Near the end of the session, CSEA informed the District, through Mediator Raczka, that the Association planned to file a grievance alleging that the District violated Articles 3.7.1 and 12 on behalf of Denise Jones. CSEA agreed to file the grievance on or before the next mediation session, which was scheduled for on June 24, 2011.
 15. On July 6, 2011, the District memorialized its commitment to pay Rose Gire \$4,435.18 for her Health and Welfare contributions and to credit her with 57 hours of sick leave and 87 hours of vacation time for her time worked as a Food Service Lead II. The letter memorializing the agreement is attached as Joint Exhibit 8.
 16. On July 8, 2011, CSEA appealed the grievances that it filed on behalf of Denise Jones, Janet Leopard, and Sara Veth to Level 4. The appeals contained a typographical error that erroneously marked the date

as June 8, 2011. The appeals are attached as Joint Exhibit 9.

The relevant fact record reflects that for some years the District has provided classified employees with what the parties refer to as "*Temporary Additional Assignments*" under Article 3.7.1 of the contract, or "*Temporary Promotions*" under Article 7.10.1.

The record reflects that in this District, a Temporary Additional Assignment (TAA) occurs when a part time employee works hours in addition to his or her regular schedule, not to exceed eight hours in a workday. Typically, the additional assignment is in the same position as the employee regularly holds with the District, and the employee is paid for the additional hours at his or her regular rate of pay. Once the need for the Temporary Additional Assignment has passed, the employee historically returns to his/her original regular hourly assignment per day. Any Health and Welfare District contribution is not increased during the temporary assignment. The record reflects under CBA article 7.10.1 a "*Temporary Promotion*" occurs when a current employee is utilized to render services outside the employee's regular classification. The employee does not apply or compete with others for the position as he or she would in a regular promotion. Rather, the Temporary Promotion is made based on an administrative assignment process. This need usually arises when a position is

vacated, due to resignation, or leave of absence and a Classified employee "fills in". In the first of the two instances, typically the District needs to move someone into the position temporarily, until completion of a formal promotion selection process to recruit and hire someone permanent for the position which was vacated, or in the second instance, until the employee returns from a leave of absence. Notwithstanding an argument by the Association, historically neither Temporary Additional Assignments nor Temporary Promotions have been considered permanent. Additionally, the record reflects the District does not provide, and has never provided employees in temporary assignments with increased Health and Welfare benefits. The Evidence was presented to show whether or not an employee filling a Temporary Promotion results in that individual receiving additional Health and Welfare benefit contributions from the District and depends entirely on the level of benefits of the position which is the subject of the Temporary Promotion. If the permanent employee in the position received full Health and Welfare benefits, the employee working the Temporary Promotion also receives the same level of Health and Welfare benefits for the duration of the temporary assignment. If the vacant position it is not benefitted, the employee in the temporary assignment does not receive additional Health and Welfare benefits. A summary of the five grievances is as follows:

Rose Gire. The CSEA filed a grievance on behalf of Rose Gire on February 5, 2010, alleging the District violated Articles 7.10.1, when, during the relevant period August 18, 2009 through January 29, 2010, it declined to permanently apply Gire's longevity when she was promoted to Food Service Lead II. While the District memorialized its commitment to pay Gire \$4,435.18, they paid her as of Step 1 of the Range 31, instead of Step 10.

Elizabeth Acosta. The CSEA filed a grievance on behalf of Ms. Acosta on March 2, 2010, alleging the District violated Articles 3.7.1, 12.2, and 12.3, when it declined to permanently adjust Acosta's hours upward to reflect her two hours a day Temporary Additional Assignment as a Bilingual Office Clerk, during the relevant time period for School Years 2007-2008 and 2009-2010. The Association also alleges the District violated the contract when it failed to account for Acosta's Temporary Additional Assignment in determining its Health and Welfare contributions for the Grievant.

Janet Leopard. CSEA filed a grievance on behalf of Janet Leopard on December 17, 2010, alleging the District violated Article 3.7.1, 12.2 and 12.3, when it declined to permanently adjust Leopard's hours upward to reflect her two hour a day Temporary Additional Assignment as a Health Clerk, in addition to her 3.5 hour day base Health Clerk assignment. The relevant

time period Leopard served in the Temporary Additional Assignment was September, 2010 through January 17, 2011.

Sara Veth. CSEA filed a grievance on behalf of Ms. Veth on March 16, 2011, alleging the District violated Articles 3.7.1 and 12.2 when it declined to permanently adjust Veth's hours upward to reflect her 1.7 hour a day Temporary Additional Assignment, and did not account for Veth's Temporary Additional Assignment in determining its Health and Welfare contributions for her. This Grievant was not present at the hearing and little testimony was presented.

Denise Jones. The CSEA filed a grievance on behalf of Denise Jones on May 16, 2011, alleging the District violated Articles 3.7.1 and 12.2 when it declined to permanently adjust Jones's hours upward to reflect her 3.5 hour a day Temporary Additional Assignment as an Independence Facilitator, and did not account for Jones's Temporary Additional Assignment in determining its Health and Welfare contributions for Jones. The relevant dates of her Temporary Assignment was September 2010 through April 27, 2011. It is evident that Jones rendered 3.5 hours per day of service in Punett Singh's 7 hour a day assignment in an Independence Facilitator position while Punett Singh was on medical leave.

The grievances advanced through the CBA process with the District basically responding that the grievances were not timely and also they did not reflect specific alleged

violations of the Articles. The grievances were sent to mediation without success and ultimately resulted in these advisory arbitration proceedings.

POSITION OF THE PARTIES

Position of the Union

In its closing argument brief, Counsel for CSEA maintains in response to the administration's claim of untimely grievances, that all grievances filed by the Association and moved to arbitration were timely. Counsel maintains that, in accordance with CBA's Article 4, Grievance Procedure, the language of the Article states a grievance must be filed within thirty days after occurrence of the act or omission giving rise to the grievance. Counsel claims the testimony of Ken Jensen, the Local's Chief Job Steward, showed that all grievances were filed within the framework of the thirty-day window, as seen through Joint and CSEA exhibits. CSEA asserts a grievance signed by a union official, or not, on the approval form should not result in these grievances not being heard.

As to the merits of the grievances, Counsel for the Association maintained the District violated Article 7.10.1 by denying Grievant Gire a longevity step during a Temporary Promotion. Counsel maintains a temporary promotion to a higher classification should have carried with it status at Step 10 of the promoted salary range due to her years of service in the District, yet she was placed only on Step 1 during her

Temporary Promotion. The Association maintains Ms. Gire should be made whole.

Additionally, Counsel maintains the District violated CBA Article 3.7.1 when it failed to permanently adjust the hours of Grievants Acosta, Jones, Leopard, and Veth upward to reflect the additional hours they worked in excess of their regular part-time schedule for more than thirty minutes per day for twenty consecutive days. In doing so, Counsel for the Association maintains the District violated Articles 1.2 (of the current CBA) or Articles 12.2 and 12.3 (of the expired CBA) effective June 30, 2010.

Counsel for the Association maintains the violations are obvious because Section 3.7.1. is clear and unambiguous, and should be interpreted literally. Counsel provides arguments to defend the clear and unambiguous status of contract language and the need to enforce such clear and unambiguous language. Counsel goes on to argue that Article 3.7.1 of the CBA states specifically that an employee "*shall have his/her regular work schedule adjusted upward to reflect the longer hours, effective with the next pay period*" can only be interpreted literally to require that any person subject to this schedule adjustment upward requires his/her schedule be permanently recorded.

Counsel provides arbitral citation in similar cases to assert other arbitrators have required that grievants be employed at the increased hours on a permanent basis. The Union

claims cited arbitrators Perea and Gentile also required the grievants in their cases to be made whole with respect to retroactive salary, leave, vacation, holiday, and prorated Health and Welfare benefits.

Counsel goes on to cite PERB ruling to argue that the binding past practice does not constitute a waiver of the Association's rights to enforce the Collective Bargaining Agreement, ipso facto, or that it is forever precluded from doing so.

With regard to the grievances of Veth and Leopard, the Association maintains the District violated Article 3.7.1 when Ms. Brentlinger, Assistant Superintendent, Personnel Services, denied the grievances, stating Veth and Leopard were substitutes and were not engaged in Temporary Additional Assignment hours. Counsel maintains classified employees and substitutes are legally distinct and Section 3.7.1 should apply to the latter also. Counsel also maintains a reduction in hours is a mandatory subject of bargaining and that any reduction in hours of an employee who had been on a Temporary Additional Assignment would be subject to negotiations with the Union's bargaining committee until such time as any upward adjustment is made permanent.

The Association lists remedies for each Grievant, specifically, Grievant Gire be placed on Range 31, Step 10, from August 18, 2009 until January 29, 2009, rather than Range

31, Step 1 as ultimately implemented by the administration and that she be made permanent in the assignment.

As further remedy, the Association maintains the other four employees who worked thirty or more minutes per day for twenty or more consecutive workdays should have their hours permanently adjusted upward to reflect the additional time worked. This remedy should adjust the schedules of Grievants Acosta, Jones, Leopard and Veth for loss of wages suffered and any loss of wages due to changes in Health and Welfare benefits eligibility under Article 12 of the contract.

Position of the Employer

It is the position of the Employer, in essence, that the Association is attempting to gain indirectly, through advisory arbitration, what it has been unable to garner through collective bargaining. Counsel for the Employer maintains, despite decades of consistent past practice with respect to compensating employees who work hours in addition to their part-time assignments, CSEA now contends the Arbitrator should issue an Advisory Award to the Board of Education that would take the parties in a completely new direction toward automatic permanency and increased Health and Welfare benefit payments for temporary changes to their work schedule. Counsel asserts this is not the intent of the grievance process, nor the role the Arbitrator should play.

Counsel maintains that since the long-standing past practice of the parties is consistent with District's proffered interpretation of the agreement, and further, since the contract has never been applied in the manner proffered by CSEA, established principles of contract interpretations dictate the grievance should be denied.

Additional reasons presented by Counsel for the Employer for denying the grievances include the proposal that the grievances are untimely inasmuch as they refer to events transpiring more than thirty days before the grievances were actually filed. Counsel maintains the date of the occurrences used in the five grievances were "*convenient dates*," and "*fabrications*", with no significance as to when the alleged violations of the contract occurred. Counsel notes the controlling language of the contract requires that a grievance be filed within 30 days of the date of the occurrence of a contract violation and not the more common provision "*when the grievant knew or should have known*" of the violation. Counsel maintains the thirty-day limitation is quite specific and needs to be enforced by the Arbitrator and the Board of Education.

Notwithstanding the untimeliness of the grievances, Counsel for the District maintains the evidence establishes that there has not been one single aberration of the same past practice of applying the contract language, when employees have

received additional pay for additional hours or for performing different higher-level duties.

Counsel also maintains the grievances should be denied because the position of the CSEA would lead to absurd and unintended results. Counsel maintains CSEA is unreasonable when it maintains employees who are temporarily assigned to work additional hours or any temporary promotion would be permitted to reach permanent status after only twenty (or fifteen) days rather than the statutory maximum of six months.

In addition, Counsel degrades CSEA's suggestion that the employee receiving permanence in a temporary assignment would have priority rights to the position assignment over an employee whom the Grievant replaced even when that regular employee returns from a leave of absence. Counsel argues this an untenable and unanticipated result of the CBA.

Counsel for the District maintains that the Education Code and the Collective Bargaining Agreement do not lead to an employee permanently "owning" the hours. Further, the Education Code, Section 45136, specifically excludes Health and Welfare benefits under Government Code, Section 53200 et seq. from applicability. The grievances should be denied.

Counsel suggests the Administration and the Association should be open to dialogue regarding how to best handle situations where one of the parties desires to deviate from established past practice and contract language. Counsel

proposes that the bargaining table is the proper venue for changes such as these and not the grievance process as herein argued by the Association on behalf of the Grievants.

Counsel's brief then breaks down the five grievances: Gire, Acosta, Leopard, Veth, and Jones. In each of the grievances, Counsel for the Employer reviews the history of the grievance and argues why it should not be sustained. Counsel then provides argument to maintain the District is not required by the Education Code or CBA to permanently adjust an employee's hours upward because of "*Temporary Additional Assignment*" or "*Temporary Promotion*." Counsel asserts there is no basis for Union's argument and it must be rejected. Counsel goes on to argue that the District is not required by the Education Code or CBA to adjust Health and Welfare contributions to reflect an employee's temporary additional hours worked.

Counsel also provides argument as to why the remedies suggested by the CSEA would cause significant questions to arise with regard to the rights of all employees to their position, salary and benefits.

In conclusion and summary, Counsel for the District maintained the grievances were untimely and do not state the specific alleged violations and when each repetition of the act is inappropriately treated as a new date of occurrence by the Union. Counsel maintains Grievants Leopard, Acosta, Veth, and

Jones failed to demonstrate their regular hours must be permanently adjusted to reflect Temporary Additional Assignments held. To the contrary, Counsel maintains the language of the CBA and the Education Code indicate an intent for employees to receive compensation commensurate with the Temporary additional hours only.

In addition, Counsel maintains Grievants Acosta, Leopard, Veth, and Jones are not entitled to receive additional Health and Welfare benefit contributions from the District because of their Temporary Additional Assignments. Counsel maintains the Education Code Section 45136 and Government Code Section 53200 unequivocally preclude the Grievants' desired remedy. This fact, together with District's past practice consistently shows the Employer does not account for an employee's Temporary Additional Assignments in determining eligibility for, and District contribution to Employee Health and Welfare benefits.

Finally, Counsel maintains Grievant Gire is not entitled to retain her longevity step when temporarily promoted. Counsel asserts the District board policy unambiguously states an employee may retain his or her longevity step only when regularly promoted.

For all of the above stated reasons, Counsel for the District respectfully requests the grievances be denied and dismissed with prejudice.

ARBITRATOR'S FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS

The Arbitrator finds, after a complete review of the extensive record in this two-day hearing case with five Grievants, that serious doubts arise with regard to the timeliness of the grievances. It is found the evidence will not support timeliness. It is axiomatic in these cases that if a past practice is known by both of the parties for a period of time, neither of them can "*sit on their rights*" to grieve the matter in a timely fashion.

In addition, notwithstanding that finding, the Arbitrator concludes that the Association was unable to carry its burden to show by a preponderance of the evidence that the District violated the Collective Bargaining Agreement as charged. While it is recommended that collective bargaining occur by the parties over these issues, there is insufficient cause shown to change the past practices of the parties as they have been for an extended period of time. Accordingly, even if considered timely, the grievances must be denied for lack of merit in their entirety and past practice of the Employer upheld.

The Arbitrator finds there is no provision in law or in the contract which requires the school district to make permanent, any "*Temporary Assignments*" of duties. Law and subsequent Local Rule do provide additional compensation for an employee working in excess of twenty or fifteen days with an increase in hours or classification pay, but there is

absolutely no provision in Law or the CBA where an employee receives permanency for temporary duties or additional Health and Welfare contributions. Such would be clearly unfair to the other classified employees who must compete in selection processes and serve probationary periods before they obtain permanency and additional monetary compensation. It is found that Employees who worked out of class or for additional hours are eligible for additional compensation temporarily, but not any additions to the Employee's Health and Welfare benefits or Permanency in the temporary position.

As for the Union's reliance on two previous arbitrations (Perea and Gentile), the Arbitrator finds the cases dissimilar so as to be denied as applicable to the instant cases. Arbitral precedent cannot be applied when the relevant CBA language in the main case cited (Gentile) is significantly changed when it refers to a "*basis assignment*", as opposed to "*regular work schedule*" in the current CBA between these parties. The Arbitrator sees other dissimilarities in the cases cited by the Union.

Additionally, the Arbitrator concurs with the opinion expressed by Counsel for the Employer inasmuch as the venue for changes requested by one of the parties is the collective negotiations bargaining process. As a part of these recommendations, the Advisory Arbitrator will recommend the

School Board propose the parties consider this subject in future negotiations sessions.

ADVISORY RECOMMENDATIONS AND AWARD


It is recommended that the Board of Education find:

The grievances were untimely.

Notwithstanding the grievances are untimely, the Capistrano Unified School District did not violate Article 7.10.1 when Food Service Worker Rose Gire was promoted to Food Service Lead II from September 7, 2009 until January 29, 2010, and placed on Range 31, Step 1.

Notwithstanding the grievances are untimely, the Capistrano Unified School District did not violate Articles 3.7.1, 12.2, or 12.3 when Elizabeth Acosta, Denise Jones, Janet Leopard, and Sara Veth worked thirty or more minutes above their normal work schedule for twenty or more consecutive days without permanently adjusting their work schedules to reflect the increased hours, and without offering the Grievants appropriate prorated Health and Welfare benefits.

It is recommended the Board of Education deny the five grievances and sustain the Employer's past practices in these matters, and that any of the five Grievants who were not properly compensated, as determined solely by the Administration should be provided compensation as appropriate to past practice. It is further recommended that the Board of Education invite the parties to discuss these matters further in the collective bargaining venue.

John D. Perone

Advisory Arbitrator

July 11, 2012

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

REVISED
8-17-12

August 20, 2012

RESOLUTION NO. 1213-14
CLASSIFIED LAYOFF
NON-MANAGEMENT EMPLOYEES

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

WHEREAS, it is due to a bona fide reduction in funding and/or lack of work that the District must reduce or discontinue certain services being provided in programs, and

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

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

| Position Elimination/Classified | Number of Full Time Equivalents | Total Number of Positions Eliminated | Positions Currently Vacant |
|--|--|---|-----------------------------------|
| Bilingual Community Services Liaison | .4375 FTE | 1 | 0 |
| Opportunity Assistant | 4.4375 FTE | 5 | 1 |
| School Clerk I | .4375 FTE | 1 | 0 |
| TOTAL | 5.375 FTE | 7 | 1 |

AND BE IT FURTHER RESOLVED the Superintendent of the District is hereby authorized and directed to give notice of termination/reduction of employment to such classified employees of the District pursuant to District rules and regulations and applicable provisions of the Education Code of the State of California to take effect no earlier than 45 days prior to the effective day of layoff as set forth above.

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

President, Board of Trustees

Superintendent

Date: August 20, 2012
c: Superintendent, Orange County Department of Education

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
JULY 25, 2012
EDUCATION CENTER – BOARD ROOM

President Pritchard called the meeting to order at 6:00 p.m. The Board recessed to closed session to: discuss a Liability Claim; confer with Legal Counsel regarding Existing Litigation; discuss Public Employee Appointment/Employment; and discuss Public Employee Performance Evaluation.

Closed session recessed at 6:20 p.m.

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

The Pledge of Allegiance was led by Trustee Bryson.

Present: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard

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

Permanent Record

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

Adoption of the Board Agenda

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard
NOES: None
ABSENT: None
ABSTAIN: None

President Pritchard reported the following action taken during closed session:

President's Report From Closed Session Meeting

Agenda Item #3 A – Liability Claim

Claimant: Elke Lopez/Agency: Capistrano Unified School District

In this liability claim resulting from an ankle injury due to a fall on District property, the Board voted by a 7-0 vote to approve a multi-party settlement agreement in the amount of \$85,000 of which \$60,000 is the District's portion.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard
NOES: None

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

Office of Administrative Hearings Case No. 2012030072/2012051009

The Board voted 7-0 to approve the 10 Day Statutory Offer in an amount not to exceed \$40,000.

AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard
NOES: None

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

The Board voted 7-0 to approve the appointment of Michelle Le Patner, Executive Director, Secondary Schools, Adult and Alternative Education Programs.

- AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard
- NOES: None

Agenda Item #3 D– Public Employee Performance Evaluation - Superintendent:

No action was taken.

Trustee Bryson commented on three OC Register articles: changes in agenda posting requirements, teenage drinking, and ASB voting fraud at Troy High School in the Fullerton Joint Union High School District. Trustee Bryson also showed a Santa Ana Unified School District publication and requested staff to prepare a similar publication for the District and post it online to save printing costs.

Board and Superintendent Comments

President Pritchard reported he attended the Boy Scout Court of Honor ceremony for Troop 726. Former and current Aliso Niguel High School students Justin Degraw, Nick Lortz, Hunter Ossola, Brandon Shamsabadi, and Michael Waterhouse achieved the rank of Eagle Scout.

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

Oral Communications

The following speaker addressed the Board:

- *Steve Bell spoke in regards to the San Clemente Relay for Life event being held at San Clemente High School and requested the Board reconsider the facility use fees the nonprofit group is being charged.*

DISCUSSION/ACTION

Deputy Superintendent Clark Hampton explained this item was placed on the agenda at the request of a Trustee at the last Board meeting to answer budget related questions she had prepared regarding the 2012-2013 adopted budget. Mr. Hampton stated agenda Exhibit 1 lists the questions and staff responses and asked Trustees if they had any additional questions. Trustee Addonizio responded staff had answered the questions to her satisfaction and she had no additional questions.

2012-2013 Budget Discussion Agenda Item 1

President Pritchard asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 8, 15, 16, 17, 18, 21, 23, 24, and 25 were pulled.

Items Pulled from the Consent Calendar

CONSENT CALENDAR

It was moved by Trustee Alpay, seconded by Trustee Bryson, and motion carried unanimously to approve the following Consent Calendar items:

Minutes of the July 9, 2012, regular Board meeting.

Minutes Agenda Item 2

Resolution No. 1213-01, acceptance of 2012-2013 California State Funded Preschool Contract.

Preschool Contract Agenda Item 3

| | |
|---|---|
| Purchase orders, warrants, and previously Board-approved bids and contracts as listed. | Purchase Orders/Warrants Agenda Item 4 |
| Donation of funds and equipment. | Donations Agenda Item 5 |
| Ratification of special education Informal Dispute Resolution agreement case #045712, #056412, #66812, and #123611. | Informal Dispute Resolution Agreement Agenda Item 6 |
| Ratification of special education settlement agreement #2012020831. | Settlement Agreement Agenda Item 7 |
| Ratification of change order #5 related to the construction of the stadium at San Juan Hills High School. | Change Order #5 SJHHS Stadium Agenda Item 9 |
| Ratification of change orders #9 and #10 related to the construction of the theater at Capistrano Valley High School. | Change Orders #9 and #10 CVHS Theatre Agenda Item 10 |
| Final acceptance and filing of the Notice of Completion for the construction of the stadium at San Juan Hills High School. | SJHHS Final Acceptance/Notice of Completion Agenda Item 11 |
| Extension of School Bus Service Agreement No. C1011065 with JSERRA Catholic High School. | Bus Service Agreement Extension Agenda Item 12 |
| School Bus Service Agreement No. 1213100 with Anneliese's Schools. | Bus Service Agreement Agenda Item 13 |
| Memorandum of Understanding between the District and Santa Ana Unified School District to provide special education Deaf and Hard of Hearing programs and services for District students referred by their Individualized Education Program team. | Special Education MOU Agenda Item 14 |
| Award of bid No. 1213-03 for paper and plastic products to P & R Paper Supply Company. | Paper Products Agenda Item 19 |
| Award of RFQ No. 3-1213, Mass Notification System to SchoolMessenger by Reliance Communications, LLC. | Mass Notification System Agenda Item 20 |
| Resignations, retirements, and employment of certificated personnel. | Resignations/Retirements/ Employment (Certificated Personnel) Agenda Item 22 |

This item was pulled from the agenda on July 23, 2012.

**Employment
Contract
Agenda Item 26**

Employment contract on an interim basis to provide supervision of adult transition special education program services from July 26, 2012, through December 31, 2012, during the recruitment process.

**Employment
Contract
Agenda Item 27**

ROLL CALL: AYES: Trustees Addonizio, Alpay, Brick, Bryson, Hatton, Palazzo, and Pritchard
NOES: None
ABSENT: None
ABSTAIN: None

Trustee Bryson thanked staff for consistently requesting a 10 percent reduction on all contracts and service providers. Trustee Palazzo questioned staff why the not-to-exceed amount of \$280,000 was not included in the Island View Academy contract. Assistant Superintendent Sara Jocham explained contracts for residential mental health services do not include not-to-exceed amounts because it reveals to the agency the amount the District is willing to provide for the service, which may cause the agency to bill more than required.

**Professional
Services
Agreements
Agenda Item 8**

Trustee Palazzo asked staff to add a note explaining why a not-to-exceed amount is not included on contracts with special circumstances to avoid having the contracts pulled in the future.

It was moved by Trustee Palazzo, seconded by Trustee Bryson, and motion carried unanimously to approve the ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.

Trustee Addonizio stated more information on this item would be helpful to the public. Executive Director Susan Holliday reported the cost to the District is less than the \$63,280 per month listed on the item. The actual outlay will be less than \$15,000 per month due to a federal E-rate discount of 47 percent and a California Teleconnect Fund discount of 50 percent which take the form of rebates and refunds paid directly to the provider.

**Service Agreement
Addendum
Agenda Item 15**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried unanimously to approve the addendum to Service Agreement No. 457852-01 for data services provided by Cox Business.

Trustee Palazzo addressed items 16, 17, and 18 as a group and asked staff if in the past Trustees had received an exhibit for government claims. Jeff Bristow responded due to the confidential nature of the claims exhibits have never been given to Trustees.

**Government Claim
Agenda Item 16**

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried unanimously to approve the denial of Claim 12-04725 JW filed against the District.

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried unanimously to approve the denial of Claim 12-04773 JW filed against the District.

**Government Claim
Agenda Item 17**

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried unanimously to approve the denial of Claim 12-04728 DP filed against the District.

**Government Claim
Agenda Item 18**

Trustee Palazzo asked why so many food service workers were listed under temporary additional assignment. Director Dawn Davey responded these workers report to their school sites early to receive the main deliveries, test computers and equipment, and clean the kitchens in preparation for the first day of school. Food service workers are also brought into the central kitchen to pack student lunches.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 21**

It was moved by Trustee Palazzo, seconded by Trustee Addonizio, and motion carried unanimously to approve the resignations, retirements, and employment of classified personnel.

Trustee Addonizio stated she would address items 23, 24, and 25 as a group and requested President Pritchard allow Vicki Soderberg to speak to item 24 first (reference item 24 below for Mrs. Soderberg's comments).

**CUMA
Employment
Agreement
Agenda Item 23**

Following Mrs. Soderberg's comments, Trustee Addonizio stated the amendments to the agreements are not included in the exhibits and if Trustees are to approve the amendments then a copy should be included. Dr. Farley stated the amendments are already in effect and this item formalizes the reductions. Dr. Farley suggested Trustees take the action on these items and he will provide a formal amendment of the contracts to be signed off consistent with the action taken.

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to approve the Employment Agreement with the Capistrano Unified Management Association.

The following speaker addressed the Board:

- *Vicki Soderberg praised Superintendent Farley and Deputy Superintendent Clark Hampton for voluntarily taking a pay cut to show they lead by example and are willing to make the same sacrifice all District employees are making due to the budget.*

**Employee
Agreement
Amendment
Agenda Item 24**

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to approve the first amendment to the employment agreement between the District and the Superintendent.

It was moved by Trustee Addonizio, seconded by Trustee Alpay, and motion carried unanimously to approve the first amendment to the employment agreement between the District and the Deputy Superintendent, Business Services.

**Employee
Agreement
Amendment
Agenda Item 25**

It was moved by Trustee Alpay, seconded by Trustee Hatton, and motion carried unanimously to adjourn the meeting.

Adjournment

President Pritchard announced the meeting adjourned at 7:30 p.m.

Board Clerk

Secretary, Board of Trustees

MOBILE HEALTH CARE
Mobile Health Care Services Agreement

THIS MOBILE HEALTH CARE SERVICES AGREEMENT (the "Agreement") is made and entered into as of July 1, 2012 by and between Capistrano Unified School District ("DISTRICT") and Children's Hospital of Orange County, a California nonprofit public benefit corporation, dba CHOC Children's Orange ("CHOC"), with reference to the following facts:

A. DISTRICT is the owner and operator of multiple schools serving students in pre-school through grade twelve.

B. CHOC operates a licensed community clinic (the "Clinic") specializing in pediatric care located at *406 S. Main St., Santa Ana, CA, under the name "Clinica CHOC Para Ninos."*

C. CHOC Mobile Clinics provide health care under its Clinic license in Orange County, California using three motorized vehicles (the "Mobile Clinics") which each includes one or more examination/treatment rooms.

D. DISTRICT desires that CHOC provide primary and/or asthma care services in the Mobile Clinics at various schools operated by the DISTRICT, and CHOC desires to provide such services at such locations in the Mobile Clinics, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Term and Termination.

The term of this Agreement shall commence on the date first set forth above. This Agreement shall continue for a one (1) year and shall terminate on June 30, 2013, and thereafter may be extended for additional terms of one (1) year each upon mutual written agreement of the parties, unless terminated by either party upon ninety (90) days' prior written notice to the other party at any time during the initial term or any extended term of this Agreement. This Agreement shall immediately terminate in the event funding for the CHOC Mobile Clinics is no longer available.

2. Mobile Clinic Health Care Services.

CHOC shall provide the mobile health care services to students in the DISTRICT in one or all of the Mobile Clinics, which shall be parked at various schools within the DISTRICT, as described in greater detail herein. CHOC shall commence rendering services on the date as agreed upon by the parties, pursuant to the schedule referenced in paragraph 4.d of this Agreement.

3. Staffing.

a. CHOC shall staff the Mobile Clinics with qualified professional staff who shall hold appropriate licenses and certificates, as applicable, for the provision of services hereunder.

b. CHOC shall designate one physician to serve as the Medical Administrative Director of the health services. The Director shall be responsible for administrative matters relating to the provision of services in the mobile medical clinic, subject to the direction of the President and Chief Executive Officer of CHOC or her designee.

c. All nursing personnel and medical assistants shall be under the supervision of a physician if required by law. Such physician may be an independent contractor of CHOC. Such physician or the Director shall be available by telephone to consult with nursing staff and medical assistants at all hours of the mobile medical clinics' operation.

d. In connection with CHOC's provision of mobile health care services hereunder, DISTRICT's responsibilities shall be for maintaining accessible, safe conditions at the sites and providing 220V electrical outlet access for the mobile unit. Additionally, van staff will have access to site restrooms while on site providing services.

4. Services.

a. The mobile health care services provided under this Agreement are treatment of asthma care, minor medical conditions, acute & well-child physical examinations, adolescent services, immunizations, and appropriate medical referrals for follow-up care, and writing prescriptions for, which may or may not include dispensing medication.

b. Nursing and medical assistant services provided by CHOC under this Agreement shall be limited to services necessary in direct support of care rendered at the Mobile Clinics and related activities and shall not replace the functions of regular school nurses or physician visits.

c. All services provided shall require written consent from a parent or guardian of the student on CHOC's Parent/Guardian Consent Form. CHOC shall maintain such consent in its records. Should families choose to participate in IRB approved research protocols conducted on the Mobile Clinics, families will be provided with a separate informed consent agreement in which to sign. Regardless if families choose to participate in research they will be provided with all services necessary as per this agreement. Participation is strictly voluntary.

d. The sites at which the mobile unit services shall be provided initially are identified in Exhibit A hereto. CHOC and DISTRICT shall arrive at a schedule for the provision of services at these sites, which may change from time to time as mutually agreed upon in writing by the parties. Additionally, the sites at which services shall be provided may change from time to time, as mutually agreed upon in writing by the parties. Upon CHOC's written request, DISTRICT shall provide written consent for CHOC to park the Mobile Clinics at

specific locations at such sites designated by CHOC and DISTRICT for the purpose of providing mobile health care services, and CHOC may provide such documentation to the California Department of Public Health, the fire department, or other government or city/county agency, if and as required.

e. The parties acknowledge that as part of its community outreach program, CHOC's Mobile Clinics may serve other sites in the community that are not owned or operated by DISTRICT, where there are children in need of such services.

f. CHOC may operate the mobile unit services under the name "CHOC Children's Breathmobile and/or Healthy Tomorrows Mobile Health Clinic" or other names. The parties acknowledge that during the term of this Agreement and thereafter, CHOC may inscribe such names on its Mobile Clinics and may use such names in connection with the mobile health care services it provides in such Mobile Clinics, which may serve sites in the community that are not owned or operated by DISTRICT. DISTRICT acknowledges that it has not been conferred any rights to such name.

5. Independent Contractors.

a. In the performance of this Agreement, CHOC and DISTRICT are at all times acting and performing services as independent contractors. No party to this Agreement nor any of its agents shall have any claim under this Agreement or otherwise against any other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement benefits, social security benefits, disability benefits, unemployment insurance or employee benefits of any kind.

b. DISTRICT shall neither have nor exercise any control or direction over the specific methods by which CHOC or its employees or independent contractors shall perform professional services under this Agreement.

c. CHOC may subcontract with other persons, corporations, or other entities to perform any part of its obligations under this Agreement, except for professional services.

6. Billing.

CHOC and professionals providing services hereunder are entitled to bill and collect (or arrange for billing and collection) for its or their own account, to the extent permitted by law, Medi-Cal, CHDP, and other payors, as applicable, for all services provided hereunder. DISTRICT shall promptly turn over to CHOC all checks and other instruments of payment, if any, received from any payor for mobile health care services performed hereunder.

7. Other Financial Support.

a. It is anticipated that ongoing financial support for the mobile clinics shall require funds in addition to those as set forth in paragraph 7.

b. DISTRICT and CHOC may jointly and individually pursue potential funding sources so as to maximize the facilities and services offered by the mobile clinics.

c. At the conclusion of this Agreement, CHOC shall retain all donations/grants under its control which were received solely on the condition that they be used for the purposes covered by this Agreement, except to the extent that any grant source requires any remaining balance to be remitted to the source.

8. Insurance.

a. Prior to commencement of mobile clinic operation, CHOC shall present DISTRICT evidence of insurance with respect to general liability, workers' compensation, and medical malpractice. CHOC shall maintain general liability coverage at minimum limits of \$5,000,000 per claim/occurrence. CHOC shall maintain medical malpractice insurance at minimum limits of \$1,000,000/\$3,000,000 per claim/ Annual aggregate.

b. Prior to commencement of mobile clinic operation, DISTRICT shall present CHOC evidence of insurance with respect to general liability, workers' compensation, and medical malpractice. DISTRICT shall maintain general liability coverage at minimum limits of \$5,000,000 per claim/occurrence. DISTRICT shall maintain medical malpractice insurance at minimum limits of \$1,000,000/\$3,000,000 per claim/Annual aggregate.

9. Reasonable Efforts to Provide Services.

CHOC shall use reasonable efforts to provide services in accordance with this Agreement and any schedule to which the parties shall agree. Notwithstanding the foregoing, CHOC shall not be liable to DISTRICT for failure to provide services hereunder or in accordance with such schedule, or for the services provided by nurse practitioners or by physicians pursuant to this Agreement.

10. Assignment and Delegation.

Neither party shall assign any rights or delegate any duties hereunder without the prior written consent of the other party except as expressly permitted by the terms of this Agreement.

11. Medical Records and Confidentiality of Patient Records.

a. All patient records and charts of mobile clinic patients shall be and remain the property of CHOC. DISTRICT and each of its employees, agents and consultants shall comply with all applicable laws regarding the confidentiality of patient information including, but not limited to, the regulations under the Health Information Portability and Accountability Act ("HIPPA ").

b. DISTRICT agrees to hold all individually identifiable patient health information, whether in electronic or paper form (collectively, "PHI"), that may be shared,

transferred, transmitted, or otherwise obtained pursuant to this Agreement strictly confidential, and provide all reasonable protections to prevent the unauthorized use or disclosure of such PHI, including, but not limited to, the protection required by applicable federal, state and local laws and regulations regarding the privacy, security and the confidentiality of patient information. DISTRICT further agrees to make every reasonable effort to comply with any regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), including those provisions listed below. DISTRICT may use and disclose PHI when necessary for DISTRICT's proper management and administration (if such use or disclosure is necessary), or to carry out DISTRICT's specific legal responsibilities pursuant to this Agreement; provided, however, DISTRICT shall not use or disclose PHI in any manner that would constitute a violation of HIPAA or HITECH if so used or disclosed by CHOC. Specifically, DISTRICT agrees as follows: (1) to maintain administrative, physical, and technical safeguards as necessary to ensure that electronic PHI is not used or disclosed except as provided herein and to protect the confidentiality, integrity, and availability of electronic PHI; (2) to mitigate, if possible, any harmful effect known to DISTRICT of a use or disclosure of PHI by DISTRICT; (3) to ensure that any subcontractors or agents to whom it provides PHI will agree to the same restrictions and conditions that apply to DISTRICT with respect to such PHI; (4) to make available respective internal practices, books and records relating to the use and disclosure of PHI received from CHOC to the Department of Health and Human Services or its agents; (5) to incorporate any amendments or corrections to PHI when notified by CHOC that the PHI is inaccurate or incomplete; (6) to return or destroy all PHI received from CHOC that DISTRICT still maintains in any form and not to retain any such PHI in any form upon termination or expiration of this Agreement, if feasible or, if not feasible, DISTRICT agrees to limit any uses of PHI after this Agreement's termination or expiration to those specific uses or disclosures that make it necessary for DISTRICT to retain the PHI; (7) to ensure applicable policies are in place for providing the PHI to CHOC to satisfy an individual's request to access such individual's PHI; (8) to report to CHOC any use or disclosure of PHI which is not provided for in the Agreement, to report any unsuccessful security incidents to CHOC upon request, and to report any successful security incidents or breaches of unsecured PHI to CHOC within three (3) days after DISTRICT knows or should have known about such reportable event; and (9) to make PHI available to CHOC as requested to provide an accounting of disclosures to an individual who is the subject of the PHI, to the extent required by HIPAA. If at any time after the effective date of this Agreement it is determined that DISTRICT is in breach of this Section, CHOC, in its sole discretion, may immediately terminate this Agreement. DISTRICT further agrees to sign any other documents, as appropriate, including but not limited to a Business Associate Agreement with CHOC, attached hereto as **Exhibit B** and incorporated herein by reference.

12. Corporate Compliance.

It is acknowledged that the Corporate Responsibility Program applies to the services and obligations described herein. This program is intended to prevent compliance concerns such as fraud, abuse, false claims, excess private benefit and inappropriate referrals. This compliance program requires and it is hereby agreed that any regulatory compliance concerns shall be promptly reported either to an appropriate manager or through the hotline (877-

388-8588). Further, it is represented and warranted that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this organization shall be promptly reported to an organization manager or via the hotline (as above). Failure to abide by these compliance requirements shall immediately and automatically terminate this Agreement.

14. Medicare/Medi-Cal Participation.

DISTRICT hereby represents and warrants that neither DISTRICT nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medi-Cal. DISTRICT hereby agrees to immediately notify CHOC of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medi-Cal. In the event that DISTRICT is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that DISTRICT is in breach of this Section, this Agreement shall, as of the Effective Date of such action or breach, automatically terminate. DISTRICT further understands that CHOC periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify DISTRICT if it discovers a match. CHOC will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

15. Nondiscrimination.

Neither CHOC nor DISTRICT shall discriminate on the basis of race, religion, sex, sexual orientation, national origin, age or handicap in employment or in the operation of its mobile units pursuant to this Agreement.

16. Attorneys' Fees.

In the event that a dispute arises with respect to the terms of this Agreement, the prevailing party in any civil action or arbitration shall be awarded attorneys' fees and costs of suit.

17. Termination.

Upon termination of this Agreement, the Mobile Clinics and any furnishings, equipment, or supplies shall remain under the exclusive ownership and control of CHOC.

18. Notices.

Any notice required or permitted by any party shall be in writing and shall be delivered personally or by United States mail, first class postage prepaid, certified or registered return receipt requested, to the following addresses:

If to DISTRICT:

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

If to CHOC:

Children's Hospital of Orange County
455 South Main Street
Orange, California 92868
Attn: Vice President Ancillary & Support Services

If personally delivered, such notice shall be effective upon delivery. If mailed in accordance with this paragraph, such notice shall be effective as of the third day (excluding Sundays and holidays) after mailing. Either party may change its address indicated above by giving notice of such change to the other party in the manner specified in paragraph 16.

19. Entire Agreement; Amendment.

This Agreement constitutes and contains the entire agreement of the parties hereto and supersedes any and all prior negotiations and agreements between the parties respecting the subject matter hereof. This Agreement may not be amended or modified, except by written instrument signed by the party to be bound. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of California.

20. No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation, other than the parties hereto and their respective successors or permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as a third party beneficiary or otherwise.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in Orange County, California.

CHOC:

CHILDREN'S HOSPITAL OF ORANGE COUNTY dba CHOC CHILDREN'S ORANGE

By: _____
Name: Matthew Niedzwiecki
Title: Vice President Ancillary & Support Services

DISTRICT:

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

Exhibit A

MOBILE HEALTH CARE

Current Locations covered under this agreement:

- Any schools in the Capistrano Unified School District

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") supplements and is made a part of the contract(s) ("Contract") by and between Children's Hospital of Orange County dba CHOC Children's Orange ("Covered Entity" or "CE") and Capistrano Unified School District ("Business Associate" or "BA"). This BAA is effective as of July 1, 2012 (the "BAA Effective Date").

RECITALS

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).
- B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable state and federal laws and regulations.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

AGREEMENT

1. Definitions

- a. **Breach** shall have the meaning given to such term under HIPAA, the HIPAA Regulations and the HITECH Act, and as described in Cal. Civil Code Section 1798.82.
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **HITECH Compliance Date** shall mean February 17, 2010, unless a separate effective date is specified by law for a particular requirement, in which case such effective date shall apply for that particular requirement.
- j. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- k. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information.
- l. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- m. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- n. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and BAA. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE.
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and BAA. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach.
- c. **Prohibited Uses and Disclosures under HITECH.** Notwithstanding any other provision in this BAA, no later than the HITECH Compliance Date, BA shall comply with the following requirements: (i) BA shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Contract and consistent with the requirements of 42 U.S.C. 17936; (ii) BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates, 42 U.S.C. Section 17935(a); (iii) BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by the Contract or BAA. BA further agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI. No later than the HITECH Compliance Date, BA shall comply with each of the requirements of 45 C.F.R. Sections 164.308, 164.310, and 164.312 and the policies and procedures and

documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316.

- e. **Mitigation.** BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI in violation of this BAA.
- f. **Reporting of Improper Access, Use or Disclosure.** BA shall, following the discovery of any Breach of Unsecured PHI, Security Incident, as defined in the Security Rule, and/or any actual or suspected access, use or disclosure of Protected Information not permitted by the Contract and BAA or applicable law notify CE in writing of such breach or disclosure without unreasonable delay and in no case later than three business days after discovery. BA shall take prompt corrective action and any action required by applicable state or federal laws and regulations relating to such disclosure. BA agrees to pay the actual costs of CE to provide required notifications and any associated costs incurred by CE, such as credit monitoring for affected patients, if CE reasonably determines that the nature of the breach warrants such measures.
- g. **Business Associate's Subcontractors and Agents.** BA shall ensure that any agents or subcontractors to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI. To the extent that BA creates, maintains, receives or transmits Electronic PHI on behalf of the CE, BA shall implement the safeguards required by paragraph 2.d above with respect to Electronic PHI.
- h. **Access to Protected Information.** To the extent BA maintains a Designated Record Set on behalf of the CE, BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within five (5) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524. No later than the Compliance Date, if BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- i. **Amendment of PHI.** To the extent BA maintains a Designated Record Set on behalf of CE, within thirty (30) days of receipt of a request from the CE or an individual for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make any amendments that CE directs or agrees to in accordance with the Privacy Rule.
- j. **Accounting Rights.** Within thirty (30) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy

Rule, including, but not limited to, 45 C.F.R. Section 164.528, and, no later than the HITECH Compliance Date, its obligations under the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. The provisions of this subparagraph 2.j shall survive the termination of this BAA.

- k. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule.
- l. **Minimum Necessary.** No later than the HITECH Compliance Date, BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- m. **Compliance with Laws.** BA shall comply with all applicable state and federal privacy and security laws, including but not limited to HIPAA, the HIPAA Regulations, HITECH, and Cal. Civil Code 1798.82, as they may be amended from time to time.

3. Termination

- a. **Material Breach by BA.** A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for termination of the Contract, any provision in the Contract to the contrary notwithstanding, with or without an opportunity to cure the breach. If termination of the Contract is not feasible, CE will report the problem to the Secretary of DHHS.
- b. **Material Breach by CE.** As of the HITECH Compliance Date, pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or BAA or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this BAA to such information, and limit further use of such PHI to those purposes that make the

return or destruction of such PHI infeasible. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Indemnification; Limitation of Liability.** To the extent permitted by law, BA shall indemnify, defend and hold harmless CE from any and all liability, claim, lawsuit, injury, loss, expense or damage resulting from or relating to the acts or omissions of BA in connection with the representations, duties and obligations of BA under this BAA. Any limitation of liability contained in the Contract shall not apply to the indemnification requirement of this provision. This provision shall survive the termination of the BAA.
5. **Assistance in Litigation.** BA shall make itself and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or BAA available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claim of violation of HIPAA, the HITECH Act, or other laws related to security and privacy, except where BA or its subcontractor, employee or agent is named as an adverse party.
6. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or BAA may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations, the HITECH Act, and other applicable state and federal laws and regulations relating to the security or confidentiality of PHI. Upon the compliance date of any such applicable laws and regulations, this BAA shall automatically be amended such that this BAA remains in compliance with such laws and regulations.
7. **No Third-Party Beneficiaries.** Nothing express or implied in the Contract or BAA is intended to confer, nor shall anything herein confer upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
8. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (a) when delivered personally, against written receipt, (b) if sent by registered or certified mail, return receipt requested, postage prepaid, when received, (c) when received by facsimile transmission, and (d) when delivered by a nationally recognized overnight courier service, prepaid, and shall be sent to the addresses set forth below or at such other address as each party may designate by written notice to the other by following this notice procedure.

- (i) Written notice to Covered Entity under this BAA shall be addressed to:

Children's Hospital of Orange County dba
CHOC Children's Orange
Attn: Vice President Ancillary & Support Services
455 S. Main Street

Orange, CA 92868
Facsimile: (714) 289-4133

Copy to:

Children's Hospital of Orange County dba
CHOC Children's Orange
Attn: Chief Compliance Officer
455 S. Main Street
Orange, CA 92868
Phone: (714) 204-3014
Facsimile: (714) 516-4366

- (ii) Written notice to Business Associate under this BAA shall be addressed to:

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

9. **Interpretation.** The provisions of this BAA shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this BAA. This BAA and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HI TECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Contract shall remain in force and effect.
10. **Regulatory References.** A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.
11. **Identity Theft Program Compliance.** To the extent that CE is required to comply with the final rule entitled "Identity Theft Red Flags and Address Discrepancies under the Fair and Accurate Credit Transactions Act of 2003," as promulgated and enforced by the Federal Trade Commission (16 C.F.R. Part 681) (the "Red Flags Rule") and that BA is performing an activity in connection with one or more "covered accounts," as that term is defined in the Red Flags Rule, pursuant to the Contract, BA shall establish and comply with its own reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, which shall be consistent with and no less stringent than those required under the Red Flags Rule or the policies and procedures of CE's Red Flags Program. BA shall provide its services pursuant to the Contract in accordance with such policies and procedures. BA shall report any detected "red flags," as that term is defined in the Red Flags Rule, to CE and shall, in cooperation with Hospital, take appropriate steps to prevent or mitigate identity theft.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the BAA Effective Date.

COVERED ENTITY:

**CHILDREN'S HOSPITAL OF ORANGE
COUNTY dba CHOC CHILDREN'S
ORANGE**

By: _____
Name: Matthew Niedzwiecki
Title: Vice President Ancillary & Support
Services

BUSINESS ASSOCIATE:

**CAPISTRANO UNIFIED SCHOOL
DISTRICT**

By: _____
Name: _____
Title: _____



March 5, 2012

Jody Guarino, Ed.D.
STEM Teacher
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Dear Dr. Guarino:

On behalf of the employees of Western Digital in Irvine and the WD Foundation, I am pleased to send the enclosed grant award of \$5,877 to the Capistrano Unified School District for the "Putting the E in STEM: Engineering is Elementary!" program.

We share your commitment to providing all students with the opportunity, especially at a young age, to explore Engineering. Perhaps one day, one of your students will be a WD engineer!

Enclosed you will find two documents that need to be returned to our corporate office. First, in order for the WD Foundation to comply with the Omnibus Act of 1993, we ask you to acknowledge our contribution within 15 days of receipt by returning the enclosed Contributions Receipt. Also enclosed is our Grant Impact Report. This document must be completed and returned at least 2 months prior your next grant application to Western Digital. Please note that new grant applications will not be considered unless a completed Grant Impact Report has been received. Thank you in advance for your cooperation with these policies.

Best wishes for continued success.

Regards,

A handwritten signature in black ink that reads "Rose Krupp". The signature is fluid and cursive.

Rose Krupp
Director
WD Foundation



**WD FOUNDATION
GRANT SUMMARY REQUEST**

Organization: Capistrano Unified School District
Agency Contact Name and Title: Jody Guarino, Ed.D. STEM Teacher on Special Assignment
Address: 33122 Valle Road, San Juan Capistrano, CA 92675
Phone and Email: 949-234-9334 and jlguarino@capousd.org
Grant writer (if different from above): _____
Name of Program (if applicable): Putting the E in STEM: Engineering is Elementary!

Area of interest served:

- Education
- Health & Human Services
- Civic & Community

Grant Request (dollar amount): \$5,876.75

Organizational/Agency Summary*: Capistrano Unified School District serves over 52,000 students in south Orange County, with a diverse student population that includes students with disabilities, English language learners, and students qualifying to receive free and reduced lunch.

Program Summary: Please provide specific details of the program for which you are requesting funds. (Feel free to include any program materials and to use additional space as needed.) Putting the E in STEM: Engineering is Elementary will foster engineering and technological literacy among Capistrano Unified School District (CUSD) students. Elementary school students will engage in hands-on experiences as they develop an understanding of the engineering design process in:

- civil engineering as they design bridges
- industrial engineering as they design machines
- agricultural engineering as they design hand pollinators
- mechanical engineering as they design windmills
- electrical engineering as they design alarm circuits
- green engineering as they design solar ovens
- ocean engineering as they design submersibles

In response to the well-documented national need for people to enter STEM professions, and our belief that interest in those careers begins under our watch through engagement in science, technology, engineering, and math, beginning with our



youngest learners, we seek to develop an engineering component for elementary students. As a district, we have dedicated ourselves to the advancement of STEM. With a STEM Teacher on Special Assignment (TOSA) and a team of 31 Lead STEM Teachers (12 currently, and 20 to be identified in January 2012), as well as partnerships with organizations such as Project Tomorrow, the US Department of the Interior, and National Park Services, we have begun to address the need for additional support with science, technology, and math, however, engineering is the missing piece. *Putting the E in STEM: Engineering is Elementary* will provide classroom teachers and students with material resources and support to implement engineering into their curriculums. Acknowledging the limited knowledge and understanding of engineering of most elementary teachers, we strive to provide our teachers with as many tools and resources as possible to further their own knowledge as they teach our students. Therefore, comprehensive units were selected that include teacher guides with detailed lesson plans, all necessary student handouts, assessment materials and background information for the teacher, as well as trade books, and hands-on materials for 120 students at each grade level. With a specific kit identified for each grade level, students at all grade levels will work collaboratively on hands-on design projects which will provide them with an understanding of the design process. As students progress from grade level to grade level, they will experience a variety of engineering practices. Each year through project participation, students will be:

- Introduced to a new field of engineering and a design challenge through a story.
- Presented with a broader view of the field of engineering through additional activities
- Engaged in an Engineering Design Process (EDP) as they ask questions about the design challenge and collect data to answer some of their questions. This scientific data will then help students to make informed decisions as they design their own technology.
- Engaged in collaborative group work as they identify the design challenge constraints and criteria, and imagine, plan, create, and improve a their designed technology.

Students will showcase their work at the project's culmination.

Please explain your method of tracking/measuring the success of this program? Note: If funded, you will be required to provide an evaluation of the program. Consideration for additional funding by the WD Foundation will not be considered without this evaluation. The success of Engineering is Elementary will be measured through pre-test and post-test student surveys. Pre- and Post- online surveys will be developed by the STEM TOSA to measure student interest in engineering careers as well as knowledge, skills, and dispositions of engineering and technological literacy through first-hand experience in the project. An online tool will be developed to provide quick data collection and analysis. Student participants will be given the survey in their school computer lab, administered by either their classroom teacher or STEM TOSA. It is expected that the

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survey will be completed in less than ten minutes, with data immediately available via survey source, SurveyMonkey. STEM TOSA will write and disseminate a formal program evaluation.

Service area and anticipated number of individuals to be served by this project: Students from throughout district attendance boundaries attending the district's K-8 STEAM school with a student enrollment of approximately 900 students will be served by this project.

Western Digital funds must be designated for use within the following counties in which we operate business units.

- Orange County, CA X
- Santa Clara County, CA
- Alameda County, CA
- Boulder County, CO

Please select only ONE.

What percentage of your organization's budget is allocated for administrative costs? 15% of federal funds and 3.57% of other funds are allocated for administrative costs

Does your organization receive funds from the United Way? If so, please state the fiscal year and the amount. No

Has your organization/agency received prior financial support from Western Digital? If so, please list the fiscal year and the amount received. A Grant Impact Report must be submitted before additional funding may be requested. No

Does your agency/organization have any affiliations with Western Digital? While we do not have direct affiliations with Western Digital, Western Digital employees are parents of students attending Capistrano Unified School District schools.

Are you a designated tax-exempt nonprofit organization as defined under sections 501(c) 3 or 170(b) of the IRS code? Yes X No (public school district)

 Tax-exempt number

If your organization provides services to minors, do you have a screening process for staff and volunteers? Please describe. Yes, as a public school district, we require all staff and any volunteers that will work directly with students to have a background check. District volunteers are fingerprinted and undergo a background check through LiveScan which includes Megan's Law Clearance.

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Western Digital processes grant requests on a semi-annual basis. Please indicate which funding period you are requesting. Grants not received by the deadline will NOT be forwarded to the next cycle and must be resubmitted prior to the next deadline.

July 1 – December 31 (Grant submittal deadline is May 15)
 January 1 – June 30 (Grant submittal deadline is Nov. 15)

When submitting this grant proposal, please include the following:

- Copy of 501 (c) (3) designation
- List of Corporate Sponsors
- List of Board of Directors
- Current Financials and Operating Budget
- Budget for the specific program for which you are requesting funds

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Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2011-12 =====
 Board of Trustees Meeting....AUGUST 20, 2012

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 |
|--------|------|--------------------------------|----------------------------|-----------|
| 315644 | 1 | MOORE'S SEWING MACHINE | Rntl:Oth/RR:Bldgs/Dstrctwd | 1,422.00 |
| 315645 | 1 | GANAHL LUMBER | SplsNonI/RR:Bldgs/Dstrctwd | 14,621.03 |
| 315646 | 1 | THYSSEN ELEVATOR CORPORATION | Rntl:Oth/RR:Bldgs/Dstrctwd | 1,100.00 |
| 315647 | 11 | AMERICAN COUNCIL ON EDUCATION | Serv&Op /Instrctn/Dstrctwd | 23.00 |
| 315648 | | VOID | VOID | 0.00 |
| 315649 | 1 | FLINN SCIENTIFIC INC | InstMtls/Instrctn/ANHS | 105.83 |
| 315650 | 1 | MOORE'S SEWING MACHINE | Rntl:Oth/RR:Bldgs/Dstrctwd | 140.47 |
| 315651 | 40 | JONES LANG LASALLE BROKERAGE | Serv&Op /M&O /Dstrctwd | 31,954.09 |
| 315652 | 1 | APPLE COMPUTER | Debt Ser/Dbt Serv/LRMS | 11,542.88 |
| 315653 | 1 | DELL FINANCIAL SERVICES | Debt Ser/Dbt Serv/Benedict | 19,222.06 |
| 315654 | 11 | CAPISTRANO LAGUNA BEACH ROP | InstMtls/Instrctn/Dstrctwd | 25.00 |
| 315655 | 1 | DELL COMPUTER | SplsNonI/RR:Bldgs/Dstrctwd | 977.81 |
| 315656 | | VOID | VOID | 0.00 |
| 315657 | 13 | PUBLIC SURPLUS | OffFdSrv/FoodServ/Dstrctwd | 28.42 |
| 315658 | 13 | PUBLIC SURPLUS | CntrctFd/FoodServ/Dstrctwd | 14.00 |
| 315659 | | VOID | VOID | 0.00 |
| 315660 | | VOID | VOID | 0.00 |
| 315661 | 1 | DYNAVOX SYSTEMS INC | SplsNonI/SEOthIns/Dstrctwd | 89.00 |
| 315662 | 1 | TUTTLE-CLICK FORD | Rntl:Oth/Dist Veh/Dstrctwd | 4,865.93 |
| 315663 | 1 | RINCON TRUCK PARTS | Ppl Tran/PuplTran/Dstrctwd | 4,866.79 |
| 315664 | 1 | DIGITAL NETWORKS GROUP | Rntl:Oth/Sch Adm /SJHHS | 335.00 |
| 315665 | 70 | 1 DAY PAINT AND BODY | Serv&Op /Enterprs/Dstrctwd | 966.52 |
| 315666 | 1 | DANIELS TIRE SERVICE | SplsNonI/Dist Veh/Dstrctwd | 137.08 |
| 315667 | 12 | CHRISTINE E. STEIN | Subagrmt/Instrctn/Dstrctwd | 560.00 |
| 315668 | 1 | TRICIA KRANTZ | CnsltNon/GuidCnsl/FRC:AnxI | 120.00 |
| 315669 | 1 | OCEANVIEW SCHOOL | NPA /NPA Hlth/Dstrctwd | 2,916.00 |
| 315670 | 1 | ACADEMIC CHESS | Serv&Op /SupvAdmn/Dstrctwd | 300.00 |
| 315671 | 1 | DAUM, MARILU | SplsNonI/SupvAdmn/Dstrctwd | 449.84 |
| 315672 | 1 | FREEWAY AUTO SUPPLY & MACHINE | Ppl Tran/PuplTran/Dstrctwd | 85.89 |
| 315673 | 1 | ADVANTAGE RADIATOR | Rntl:Oth/PuplTran/Dstrctwd | 108.05 |
| 315674 | 1 | BLAIRS TOWING | Serv&Op /PuplTran/Dstrctwd | 342.55 |
| 315675 | 1 | FRICTION MATERIALS CO. | Ppl Tran/PuplTran/Dstrctwd | 2,988.21 |
| 315676 | 1 | CARLOS GUZMAN INC | Rntl:Oth/PuplTran/Dstrctwd | 2,324.00 |
| 315677 | 11 | FIRST CLASS BOOKS | Bks&Ref /Instrctn/Dstrctwd | 170.51 |
| 315678 | 13 | J T M PROVISIONS | Fd Frzn /FoodServ/Dstrctwd | 3,073.50 |
| 315679 | 1 | PITNEY BOWES/PRESORT SERVICES | Cmmnctns/Warehse /Dstrctwd | 11,773.97 |
| 315680 | 1 | DAUM, MARILU | SplsNonI/SupvAdmn/Dstrctwd | 46.74 |
| 315681 | 1 | GARCIA, IRMA | CnsltNon/GuidCnsl/FRC:AnxI | 120.00 |
| 315682 | 1 | DEPT OF GENERAL SERVICES | Serv&Op /Prsnl:HR/Dstrctwd | 276.00 |
| 315683 | 1 | HYDRO-SCAPE PRODUCTS INC | SplsNonI/Op:Grnds/Dstrctwd | 7,330.67 |
| 315684 | 1 | OAK GROVE INSTITUTE | Residtl /NPS /Dstrctwd | 519.08 |
| 315685 | | VOID | VOID | 0.00 |
| 315686 | 13 | BRINKS INC. | CntrctFd/FoodServ/Dstrctwd | 438.17 |
| 315687 | 1 | MICHELLE ORTEGA, LAW OFFICE OF | Serv&Op /HlthServ/Dstrctwd | 1,200.00 |
| 315688 | | VOID | VOID | 0.00 |

Attachment 1

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2011-12 =====
 Board of Trustees Meeting.....AUGUST 20, 2012

| PO No. | Fund | Vendor | Description | Amount |
|--------------------|------|--------------------------------|----------------------------|--------------|
| 315689 | 1 | CALIFORNIA WEEKLY EXPLORER INC | FieldTrp/Enterprs/Crn Vlly | 1,350.00 |
| 315690 | | VOID | VOID | 0.00 |
| 315691 | 1 | ORANGE COUNTY REGISTER | Serv&Op /Pub Info/Dstrctwd | 140.52 |
| 315692 | 1 | PACIFIC PLUMBING COMPANY OF | Rntl:Oth/RR:Bldgs/VDMMS | 13,766.65 |
| 315693 | 1 | LOCAL JANITORIAL & VACUUM | SplsNonI/Custodil/Dstrctwd | 206.95 |
| 315694 | 1 | PUBLIC SURPLUS | OthrRevn/Undesig /Dstrctwd | 14.32 |
| 315695 | 1 | SEGERSTROM CENTER FOR THE ARTS | Serv&Op /Instrctn/Benedict | 400.00 |
| 315696 | 1 | ORANGE COUNTY DEPT OF EDUCAT | Serv&Op /Instrctn/Stnybrke | 1,200.00 |
| 315697 | 1 | ORANGE COUNTY DEPT OF EDUCAT | Conf:Ins/Instrctn/Dstrctwd | 99.00 |
| 315698 | 1 | ATKINSON ANDELSON LOYA | Legal /Prsnl:HR/Dstrctwd | 30,000.00 |
| 315699 | 1 | VAVRINEK TRINE DAY & CO LLP | Serv&Op /Bus/Fisc/Dstrctwd | 1,467.05 |
| 315700 | 1 | XEROX CORPORATION | Rnt&Repr/Instrctn/VarSites | 10,902.01 |
| 315701 | 1 | VAVRINEK TRINE DAY & CO LLP | Serv&Op /Bus/Fisc/Dstrctwd | 3,564.33 |
| 315702 | 1 | VAVRINEK TRINE DAY & CO LLP | Serv&Op /SngleAud/Dstrctwd | 19,052.84 |
| 315703 | 1 | WIELATH, JOSEPH AND/OR LIVIA | Residtl /NPS /Dstrctwd | 168.73 |
| 315704 | 1 | HARRIS, SUE & ALEX | Residtl /NPS /Dstrctwd | 269.21 |
| 54 Purchase Orders | | | | \$210,181.70 |

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2011-12 =====
 Board of Trustees Meeting.....AUGUST 20, 2012

MELLO ROOS

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 |
|--------|------|------------------------|----------------------------|--------------|
| 5178 | 98 | ORANGE COUNTY REGISTER | Serv&Op /Fac Acq /SJHHS | 1,790.16 |
| 5179 | | VOID | VOID | 0.00 |
| 5180 | | VOID | VOID | 0.00 |
| 5181 | | VOID | VOID | 0.00 |
| 5182 | | VOID | VOID | 0.00 |
| 5183 | | VOID | VOID | 0.00 |
| 5184 | | VOID | VOID | 0.00 |
| 5185 | 87 | CUSD-MELLO ROOS | Serv&Op /Fac Acq /Dstrctwd | 91,351.58 |
| | 88 | | Serv&Op /Fac Acq /Dstrctwd | 33,218.76 |
| | 89 | | Serv&Op /Fac Acq /Dstrctwd | 91,351.58 |
| | 92 | | Serv&Op /Fac Acq /Dstrctwd | 41,523.45 |
| | 94 | | Serv&Op /Fac Acq /Dstrctwd | 20,761.72 |
| | 95 | | Serv&Op /Fac Acq /Dstrctwd | 24,914.07 |
| | 98 | | Serv&Op /Fac Acq /Dstrctwd | 91,351.58 |
| | 93 | | Serv&Op /Fac Acq /Dstrctwd | 20,761.72 |
| | | | 2 Purchase Orders | \$417,024.62 |

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2012-13 -----
 Board of Trustees Meeting.....AUGUST 20, 2012

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 |
|--------|------|--------------------------------|----------------------------|-----------|
| 320423 | 1 | PACIFIC MH CONSTRUCTION INC. | Rntl:Oth/RR:Bldgs/Dstrctwd | 9,850.00 |
| 320424 | 1 | FOLLETT SOFTWARE CO | Rnt&Repr/Libr&Med/Dstrctwd | 33,102.47 |
| | | | 9-12Text/Instrctn/Dstrctwd | 1,643.08 |
| | | | K-8Textb/Instrctn/Dstrctwd | 3,012.31 |
| 320425 | 1 | PROSURFACE | Rntl:Oth/RR:Bldgs/ANHS | 9,830.00 |
| 320426 | 1 | DEMCO INC | SplsNonI/Libr&Med/Dstrctwd | 135.63 |
| 320427 | 1 | DAY LITE MAINTENANCE | Rntl:Oth/RR:Bldgs/Dstrctwd | 25,000.00 |
| 320428 | 1 | SOUTHERN CA BOILER INC | Rntl:Oth/RR:Bldgs/Dstrctwd | 10,000.00 |
| 320429 | 1 | IPARADIGMS LLC | Serv&Op /TIS /Dstrctwd | 26,486.10 |
| 320430 | 1 | IMAGE WORKS | Rnt&Repr/Libr&Med/Dstrctwd | 760.00 |
| 320431 | 1 | CPUG/CORONA-NORCO UNIF SCH DIS | Dues&Mmb/TIS /Dstrctwd | 350.00 |
| 320432 | 68 | DELL COMPUTER | SplsNonI/Enterprs/Dstrctwd | 193.50 |
| 320433 | 1 | APPLE COMPUTER INC | NonCapEq/Instrctn/AVMS | 1,087.35 |
| 320434 | 1 | DELL COMPUTER | InstMtls/Instrctn/GrgWhite | 224.66 |
| 320435 | 1 | SPARKLETTS | SplsNonI/Pup Serv/Dstrctwd | 400.00 |
| 320436 | 1 | DELL COMPUTER | NonCapEq/Instrctn/GrgWhite | 4,237.85 |
| 320437 | 1 | SPARKLETTS | InstMtls/Instrctn/Tesoro | 400.00 |
| 320438 | 1 | DELL COMPUTER | SplsNonI/Enterprs/HankeyMS | 41.23 |
| 320439 | 1 | APPLE COMPUTER INC | InstMtls/Instrctn/Las Palm | 5,148.25 |
| | | | NonCapEq/Instrctn/Las Palm | 3,848.39 |
| 320440 | 1 | DELL COMPUTER | SplsNonI/Enterprs/Wood Cyn | 362.46 |
| 320441 | 1 | ORANGE COUNTY DEPT OF EDUCAT | CnfrNonI/SupvAdmn/Dstrctwd | 500.00 |
| 320442 | 1 | DELL COMPUTER | NonCapEq/Instrctn/LRMS | 3,870.56 |
| 320443 | 1 | ORANGE COUNTY DEPT OF EDUCAT | CnfrNonI/SupvAdmn/Dstrctwd | 300.00 |
| 320444 | 1 | APPLE COMPUTER INC | NonCapEq/Enterprs/NHMS | 42,983.40 |
| 320445 | 1 | ORANGE COUNTY DEPT OF EDUCAT | CnfrNonI/SupvAdmn/Dstrctwd | 300.00 |
| 320446 | 1 | DELL COMPUTER | NonCapEq/Instrctn/Dstrctwd | 7,573.87 |
| 320447 | 1 | ORANGE COUNTY DEPT OF EDUCAT | CnfrNonI/SupvAdmn/Dstrctwd | 500.00 |
| 320448 | | VOID | VOID | 0.00 |
| 320449 | | VOID | VOID | 0.00 |
| 320450 | 1 | DELL COMPUTER | NonCapEq/Instrctn/LadraElm | 2,902.92 |
| 320451 | 1 | CAL STATE SAN MARCOS | CnfrNonI/Sch Adm /Cal Prep | 65.00 |
| 320452 | 1 | PHONAK INC | NonCapEq/HlthServ/Dstrctwd | 3,962.04 |
| 320453 | 1 | PHONAK INC | NonCapEq/HlthServ/Dstrctwd | 1,937.95 |
| 320454 | 1 | FRIEHLING, JAY AND BERNICE | Residtl /NPS /Dstrctwd | 2,100.00 |
| 320455 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Crn Vlly | 1,500.00 |
| 320456 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/San Juan | 3,000.00 |
| 320457 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/VDMMS | 2,990.00 |
| 320458 | 1 | POSITIVE PROMOTIONS | InstMtls/Instrctn/San Juan | 44.77 |
| 320459 | | VOID | VOID | 0.00 |
| 320460 | 1 | TIME FOR KIDS | InstMtls/Instrctn/Malcom | 1,567.61 |
| 320461 | 1 | SCHOOL LOOP | Serv&Op /TIS /Dstrctwd | 68,971.61 |
| 320462 | 1 | MOBILE COMMUNICATION REPAIR | Rntl:Oth/PuplTran/Dstrctwd | 53,025.00 |
| 320463 | 1 | VANGUARD FLOORING INC | Rntl:Oth/RR:Bldgs/DHHS | 2,191.35 |
| 320464 | 1 | SIMPLEX GRINNELL LP | Rntl:Oth/RR:Bldgs/Malcom | 2,020.00 |

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2012-13 -----
 Board of Trustees Meeting....AUGUST 20, 2012

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|-------------------------------|----------------------------|-----------|
| 320465 | 1 | ORANGE COUNTY DEPT OF EDUCAT | CnfrNonI/SupvAdmn/Dstrctwd | 1,250.00 |
| 320466 | 1 | VAVRINEK TRINE DAY & CO LLP | Serv&Op /SngleAud/Dstrctwd | 84,000.00 |
| 320467 | 1 | SCHOLASTIC EDUCATION | Serv&Op /TIS /Dstrctwd | 11,199.00 |
| 320468 | 1 | BLIND CHILDREN'S LEARNING | NPS /NPS /Dstrctwd | 24,999.00 |
| | | | Sub NPS /NPS /Dstrctwd | 15,098.00 |
| 320469 | 1 | BLIND CHILDREN'S LEARNING | NPS /NPS /Dstrctwd | 24,999.00 |
| | | | Sub NPS /NPS /Dstrctwd | 12,398.00 |
| 320470 | 1 | IMAGE 2000 | Rntl:Oth/RR:Bldgs/Dstrctwd | 40,000.00 |
| 320471 | 1 | SCHOOL SERVICES OF CALIFORNIA | CnfrNonI/SupvAdmn/Dstrctwd | 195.00 |
| 320472 | 1 | MERCURY DISPOSAL SYSTEM INC. | Serv&Op /Saf&Trng/Dstrctwd | 10,000.00 |
| 320473 | 1 | OCEAN INSTITUTE | FieldTrp/Instrctn/Malcom | 1,500.00 |
| 320474 | 1 | CNB COMPUTERS INC | NonCapEq/Instrctn/Cal Prep | 12,215.00 |
| 320475 | 1 | INSIGHT SYSTEMS EXCHANGE | NonCapEq/Instrctn/Cal Prep | 2,272.95 |
| 320476 | 1 | OCEAN INSTITUTE | FieldTrp/Instrctn/Malcom | 1,200.00 |
| 320477 | 1 | AVID CENTER | Conf:Ins/Instrctn/MFMS | 739.00 |
| 320478 | | VOID | VOID | 0.00 |
| 320479 | 1 | CABE | CnfrNonI/SupvAdmn/Las Palm | 300.00 |
| 320480 | | VOID | VOID | 0.00 |
| 320481 | 1 | SPRINT/NEXTEL COMMUNICATIONS | SplsNonI/HlthServ/Dstrctwd | 21.91 |
| 320482 | 1 | THE TOLL ROADS | SplsNonI/PuplTran/Dstrctwd | 5,000.00 |
| 320483 | 1 | VERIZON WIRELESS | SplsNonI/TIS /Dstrctwd | 4,000.00 |
| 320484 | 1 | CNB COMPUTERS INC | InstMtls/Instrctn/Reilly | 3,490.00 |
| 320485 | 1 | COMPANION CORP | Rnt&Repr/Libr&Med/Dstrctwd | 799.00 |
| | | | 9-12Text/Instrctn/Dstrctwd | 499.00 |
| 320486 | 1 | CNB COMPUTERS INC | NonCapEq/Instrctn/Oak Grv | 5,584.00 |
| 320487 | 1 | APPLE COMPUTER INC | InstMtls/Instrctn/Moulton | 2,573.07 |
| 320488 | 1 | CNB COMPUTERS INC | NonCapEq/Instrctn/BAMS | 15,700.00 |
| 320489 | 1 | DELL COMPUTER | NonCapEq/Instrctn/Benedict | 6,773.48 |
| 320490 | 1 | CNB COMPUTERS INC | NonCapEq/Instrctn/LRMS | 10,465.00 |
| 320491 | 1 | DELL COMPUTER | NonCapEq/Instrctn/Castille | 5,932.99 |
| 320492 | | VOID | VOID | 0.00 |
| 320493 | 1 | CALIFORNIA ASSOC OF PUBLIC | CnfrNonI/Saf&Trng/Dstrctwd | 189.00 |
| 320494 | | VOID | VOID | 0.00 |
| 320495 | 1 | DELL COMPUTER | NonCapEq/Instrctn/CanVistE | 2,902.92 |
| 320496 | 1 | ENABLING DEVICES | InstMtls/SEOthIns/Dstrctwd | 544.31 |
| 320497 | 1 | PHONAK INC | NonCapEq/HlthServ/Dstrctwd | 2,071.35 |
| 320498 | 1 | LRP PUBLICATIONS | SplsNonI/SupvAdmn/Dstrctwd | 62.01 |
| 320499 | 1 | MOBILE COMMUNICATION REPAIR | Rntl:Oth/PuplTran/Dstrctwd | 15,000.00 |
| 320500 | 1 | SCHOOL SPECIALTY | SplsNonI/HlthServ/Dstrctwd | 560.50 |
| 320501 | 1 | MARKERBOARD PEOPLE | InstMtls/Instrctn/CVHS | 211.95 |
| 320502 | 1 | PHONAK INC | Serv&Op /HlthServ/Dstrctwd | 70.00 |
| 320503 | 1 | PHONAK INC | Serv&Op /HlthServ/Dstrctwd | 70.00 |
| 320504 | 1 | P A THOMPSON ENGINEERING CO | Rntl:Oth/RR:Bldgs/Dstrctwd | 20,000.00 |
| 320505 | 1 | ESCO EAR SERVICE CORP | Serv&Op /HlthServ/Dstrctwd | 300.00 |
| 320506 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Kinoshta | 3,000.00 |
| 320507 | 1 | SCHOOL MATE | InstMtls/Instrctn/Bathgate | 967.51 |
| 320508 | 1 | PREMIERE WATER SERVICES | Rntl:Oth/RR:Bldgs/Dstrctwd | 15,000.00 |
| 320509 | 1 | RENAISSANCE LEARNING INC | InstMtls/SEOthIns/Dstrctwd | 345.94 |
| 320510 | 1 | LECTORUM PUBLISHING | InstMtls/Instrctn/Las Palm | 491.00 |
| 320511 | 1 | PREMIER SCHOOL AGENDAS | InstMtls/Instrctn/Lgna Nig | 979.16 |

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2012-13 =====
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| PO No. | Fund | Vendor | Description | Amount |
|--------|------|-------------------------------|----------------------------|------------|
| 320512 | 1 | COMMERCIAL FENCE & IRON WORKS | Rntl:Oth/RR:Bldgs/Dstrctwd | 10,000.00 |
| 320513 | 1 | KNORR POOL SYSTEMS INC | Rntl:Oth/RR:Bldgs/Dstrctwd | 40,000.00 |
| 320514 | 1 | WESTERN EXTERMINATORS | Rntl:Oth/Op:Grnds/Dstrctwd | 7,500.00 |
| 320515 | 1 | WEEKLY READER/PUBL & SUB | InstMtls/Instrctn/Malcom | 291.72 |
| 320516 | | VOID | VOID | 0.00 |
| 320517 | 1 | 1 DAY PAINT AND BODY | Rntl:Oth/PuplTran/Dstrctwd | 15,000.00 |
| 320518 | 1 | ACCURATE AIR ENGINEERING | Rntl:Oth/PuplTran/Dstrctwd | 6,000.00 |
| 320519 | 1 | HANDWRITING W/O TEARS | InstMtls/Enterprs/Dstrctwd | 1,613.18 |
| 320520 | 12 | SMART & FINAL IRIS #399 | InstMtls/Instrctn/Dstrctwd | 1,000.00 |
| 320521 | 1 | ALISO NIGUEL AUTO CARE | Rntl:Oth/PuplTran/Dstrctwd | 30,000.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 30,000.00 |
| 320522 | 1 | ALISO VIEJO AUTO SERVICE | Rntl:Oth/PuplTran/Dstrctwd | 30,000.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 30,000.00 |
| 320523 | 1 | BOYCE INDUSTRIES | Rntl:Oth/PuplTran/Dstrctwd | 15,000.00 |
| 320524 | 1 | BUSWEST | Ppl Tran/PuplTran/Dstrctwd | 10,000.00 |
| | | | Rntl:Oth/PuplTran/Dstrctwd | 10,000.00 |
| 320525 | 1 | CAL-STATE AUTO PARTS INC | Ppl Tran/PuplTran/Dstrctwd | 12,500.00 |
| | | | SplsNonI/Dist Veh/Dstrctwd | 12,500.00 |
| 320526 | 12 | WAL MART S.C. | InstMtls/Instrctn/Dstrctwd | 1,000.00 |
| 320527 | 1 | CINTAS CORPORATION #640 | Serv&Op /PuplTran/Dstrctwd | 25,000.00 |
| 320528 | 1 | CLEAN ENERGY | Ppl Tran/PuplTran/Dstrctwd | 50,000.00 |
| 320529 | 1 | HANDWRITING W/O TEARS | InstMtls/Instrctn/Wood Cyn | 645.27 |
| 320530 | 1 | COMPLETE COACH WORKS | Ppl Tran/PuplTran/Dstrctwd | 10,000.00 |
| 320531 | 1 | DENAULT'S HARDWARE | Ppl Tran/PuplTran/Dstrctwd | 3,000.00 |
| 320532 | 1 | MOORES MUFFLER SER, DOUG | Rntl:Oth/PuplTran/Dstrctwd | 5,000.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 5,000.00 |
| 320533 | 1 | STATE OF CALIFORNIA | Serv&Op /Saf&Trng/Dstrctwd | 5,105.00 |
| 320534 | 1 | EASY WAY SAFETY SERVICES | Ppl Tran/PuplTran/Dstrctwd | 10,000.00 |
| 320535 | 1 | ECOLOGY TIRE | Serv&Op /PuplTran/Dstrctwd | 2,000.00 |
| 320536 | 1 | EVERGREEN OIL INC | Serv&Op /PuplTran/Dstrctwd | 5,000.00 |
| 320537 | 1 | FACTORY MOTOR PARTS | Ppl Tran/PuplTran/Dstrctwd | 12,500.00 |
| | | | SplsNonI/Dist Veh/Dstrctwd | 12,500.00 |
| 320538 | 1 | FLEET SERVICE SPECIALISTS LLC | Rntl:Oth/PuplTran/Dstrctwd | 35,000.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 35,000.00 |
| 320539 | 1 | FREEWAY AUTO SUPPLY & MACHINE | Ppl Tran/PuplTran/Dstrctwd | 4,000.00 |
| | | | SplsNonI/Dist Veh/Dstrctwd | 4,000.00 |
| 320540 | 1 | FRICTION MATERIALS CO. | Ppl Tran/PuplTran/Dstrctwd | 60,000.00 |
| 320541 | 1 | GEISENS AUTO UPHOLSTERY | Rntl:Oth/PuplTran/Dstrctwd | 4,000.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 4,000.00 |
| 320542 | 1 | IPC USA | Ppl Tran/PuplTran/Dstrctwd | 600,000.00 |
| | | | SplsNonI/Dist Veh/Dstrctwd | 200,000.00 |
| 320543 | 1 | ACADEMIC THERAPY PUBL | SplsNonI/HlthServ/Dstrctwd | 746.71 |
| 320544 | 1 | JASPER ENGINE & TRANSMISSION | Ppl Tran/PuplTran/Dstrctwd | 25,000.00 |
| | | | SplsNonI/Dist Veh/Dstrctwd | 25,000.00 |
| 320545 | 1 | MISSION AUTO SERVICE | Rntl:Oth/PuplTran/Dstrctwd | 10,000.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 10,000.00 |
| 320546 | 1 | MITCHELL INTERNATIONAL | Ppl Tran/PuplTran/Dstrctwd | 999.00 |
| 320547 | 1 | MOBILE LIFT GATE SERVICE | Rntl:Oth/Dist Veh/Dstrctwd | 10,000.00 |
| 320548 | 1 | NEW PIG | Serv&Op /Dist Veh/Dstrctwd | 10,000.00 |
| 320549 | 1 | ORANGE COAST PETRO EQUIP | Rntl:Oth/PuplTran/Dstrctwd | 2,000.00 |

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 ===== Fiscal Year: 2012-13 =====
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| PO No. | Fund | Vendor | Description | Amount |
|--------|------|--------------------------------|----------------------------|-----------|
| 320550 | 1 | ORANGE COUNTY HEALTH AGENCY | Serv&Op /Dist Veh/Dstrctwd | 3,000.00 |
| 320551 | 1 | PACIFIC GO NATURAL GAS | Serv&Op /Dist Veh/Dstrctwd | 70,000.00 |
| 320552 | 1 | PRAXAIR | SplsNonI/PuplTran/Dstrctwd | 1,500.00 |
| 320553 | 1 | RED WING SHOE STORE | SplsNonI/PuplTran/Dstrctwd | 3,000.00 |
| 320554 | 1 | RICKS TRAILER SUP | Rntl:Oth/Dist Veh/Dstrctwd | 15,000.00 |
| 320555 | 1 | SAN DIEGO CNTY OFFICE OF EDUC | Serv&Op /Dist Veh/Dstrctwd | 10,000.00 |
| 320556 | 1 | SANTA MARGARITA FORD | Rntl:Oth/Dist Veh/Dstrctwd | 20,000.00 |
| 320557 | 1 | SMOG EXPRESS | Serv&Op /PuplTran/Dstrctwd | 2,500.00 |
| | | | Serv&Op /Dist Veh/Dstrctwd | 2,500.00 |
| 320558 | 1 | SOUTH COAST AIR QUALITY MGMT | Serv&Op /Dist Veh/Dstrctwd | 10,000.00 |
| 320559 | 1 | SO COUNTY PROTECTIVE WEAR | SplsNonI/PuplTran/Dstrctwd | 5,000.00 |
| 320560 | 1 | STATE WATER RESOURCE CTRL BRD | Serv&Op /Dist Veh/Dstrctwd | 3,000.00 |
| 320561 | 1 | TOOL STOP & MACHINERY | SplsNonI/PuplTran/Dstrctwd | 4,000.00 |
| 320562 | 1 | TOXGUARD FLUID TECHNOLOGIES | SplsNonI/Dist Veh/Dstrctwd | 5,000.00 |
| 320563 | 1 | TRUCPAR CO | Ppl Tran/PuplTran/Dstrctwd | 30,000.00 |
| 320564 | 1 | TUTTLE-CLICK FORD | Ppl Tran/PuplTran/Dstrctwd | 12,500.00 |
| | | | Rntl:Oth/PuplTran/Dstrctwd | 12,500.00 |
| | | | SplsNonI/Dist Veh/Dstrctwd | 12,500.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 12,500.00 |
| 320565 | 1 | UNITED TRANSMISSION EXCHANGE | Ppl Tran/PuplTran/Dstrctwd | 35,000.00 |
| 320566 | 1 | ZEP MANUFACTURING CO | Ppl Tran/PuplTran/Dstrctwd | 5,000.00 |
| 320567 | 1 | A Z BUS SALES INC | Ppl Tran/PuplTran/Dstrctwd | 50,000.00 |
| 320568 | 1 | ADVANTAGE RADIATOR | Rntl:Oth/PuplTran/Dstrctwd | 20,100.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 9,900.00 |
| 320569 | 1 | CHEVROLET OF IRVINE | Ppl Tran/PuplTran/Dstrctwd | 10,200.00 |
| | | | Rntl:Oth/PuplTran/Dstrctwd | 9,900.00 |
| | | | SplsNonI/Dist Veh/Dstrctwd | 9,900.00 |
| 320570 | 1 | DANIELS TIRE SERVICE | Ppl Tran/PuplTran/Dstrctwd | 40,200.00 |
| | | | SplsNonI/Dist Veh/Dstrctwd | 19,800.00 |
| 320571 | 1 | DRIVELINES INCORPORATED | Rntl:Oth/PuplTran/Dstrctwd | 2,010.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 990.00 |
| 320572 | 1 | PEARSON ASSESSMENTS | SplsNonI/HlthServ/Dstrctwd | 496.84 |
| 320573 | 1 | INTERSTATE BATTERIES | Ppl Tran/PuplTran/Dstrctwd | 17,420.00 |
| | | | SplsNonI/Dist Veh/Dstrctwd | 8,580.00 |
| 320574 | 1 | PRECISION SPEEDOMETER SR | Rntl:Oth/PuplTran/Dstrctwd | 3,350.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 1,650.00 |
| 320575 | 1 | RINCON TRUCK PARTS | Ppl Tran/PuplTran/Dstrctwd | 17,000.00 |
| | | | Rntl:Oth/PuplTran/Dstrctwd | 16,500.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 16,500.00 |
| 320576 | 1 | SCHAEFFER MFG | Ppl Tran/PuplTran/Dstrctwd | 20,100.00 |
| | | | SplsNonI/Dist Veh/Dstrctwd | 9,900.00 |
| 320577 | 1 | TIFCO INDUSTRIES | Ppl Tran/PuplTran/Dstrctwd | 10,050.00 |
| | | | SplsNonI/Dist Veh/Dstrctwd | 4,950.00 |
| 320578 | 1 | CARLOS GUZMAN INC | Rntl:Oth/PuplTran/Dstrctwd | 26,800.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 13,200.00 |
| 320579 | | VOID | VOID | 0.00 |
| 320580 | 1 | NSPRA | Dues&Mmb/Pub Info/Dstrctwd | 160.00 |
| 320581 | 12 | SMART & FINAL IRIS #399 | InstMtls/Instrctn/Dstrctwd | 1,000.00 |
| 320582 | 1 | IMAGE 2000 | InstMtls/Instrctn/Reilly | 1,000.00 |
| 320583 | 1 | INTERNATIONAL BACCALAUREATE NA | Serv&Op /Instrctn/CVHS | 10,400.00 |

Board of Trustees Purchase Order Listing
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| PO No. | Fund | Vendor | Description | Amount |
|--------|------|--------------------------------|-----------------------------|--------------|
| 320584 | 1 | IMAGE 2000 | InstMtls/Instrctn/Castille | 200.00 |
| 320585 | 1 | GOPHER ATHLETIC | InstMtls/Instrctn/Concordi | 600.00 |
| 320586 | 1 | IMAGE 2000 | InstMtls/Instrctn/VDMMS | 800.00 |
| 320587 | 12 | WAL MART L.N. | InstMtls/Instrctn/Dstrctwd | 2,000.00 |
| 320588 | 1 | WAL MART L.N. | InstMtls/Instrctn/LRMS | 500.00 |
| 320589 | 12 | SMART & FINAL IRIS #399 | InstMtls/Instrctn/Dstrctwd | 1,000.00 |
| 320590 | 1 | STAPLES ADVANTAGE | SpplsNonI/SupvAdmn/Dstrctwd | 7,000.00 |
| 320591 | 1 | ZEE MEDICAL | SpplsNonI/PuplTran/Dstrctwd | 2,000.00 |
| 320592 | 1 | SMART & FINAL IRIS #399 | InstMtls/Instrctn/LRMS | 500.00 |
| 320593 | 1 | OPPORTUNITY FOR LEARNING | InLieuTx/Undesig /Opp4Lrng | 650,999.00 |
| 320594 | 1 | JOURNEY CHARTER SCHOOL | InLieuTx/Undesig /Journey | 1,343,664.00 |
| 320595 | 1 | COMMUNITY ROOTS | InLieuTx/Undesig /CommRoot | 864,934.00 |
| 320596 | 1 | CAPISTRANO CONNECTIONS ACADEMY | InLieuTx/Undesig /Connectn | 8,131,489.00 |
| 320597 | 1 | OXFORD ACADEMY | InLieuTx/Undesig /Oxford | 6,204,834.00 |
| 320598 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 17,362.60 |
| 320599 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 5,199.41 |
| 320600 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 11,318.60 |
| 320601 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 9,472.86 |
| 320602 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 13,420.87 |
| 320603 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 12,465.29 |
| 320604 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 22,775.17 |
| 320605 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 3,836.57 |
| 320606 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 10,840.25 |
| 320607 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 10,072.77 |
| 320608 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 11,307.36 |
| 320609 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 23,096.07 |
| 320610 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 14,349.64 |
| 320611 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 14,076.91 |
| 320612 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 9,137.72 |
| 320613 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 15,716.19 |
| 320614 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 8,865.83 |
| 320615 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/VDMMS | 1,500.00 |
| 320616 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 6,097.12 |
| 320617 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 11,516.83 |
| 320618 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 12,228.17 |
| 320619 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 17,899.24 |
| 320620 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 13,986.00 |
| 320621 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 8,810.53 |
| 320622 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 9,270.52 |
| 320623 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 9,870.43 |
| 320624 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 8,789.17 |
| 320625 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 9,144.84 |
| 320626 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 13,420.87 |
| 320627 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 11,593.49 |
| 320628 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 14,634.93 |
| 320629 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 9,751.87 |
| 320630 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 12,709.52 |
| 320631 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 13,539.42 |
| 320632 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 13,630.33 |
| 320633 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 10,030.88 |

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| PO No. | Fund | Vendor | Description | Amount |
|--------|------|-------------------------------|-----------------------------|-----------|
| 320634 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 12,235.29 |
| 320635 | 12 | OFFICE DEPOT | SpplsNonI/SupvAdmn/Dstrctwd | 1,000.00 |
| 320636 | 1 | SOUTHWEST SCHOOL SUPPLY | SpplsNonI/SupvAdmn/Dstrctwd | 3,000.00 |
| 320637 | 12 | OFFICE DEPOT | SpplsNonI/SupvAdmn/Dstrctwd | 1,000.00 |
| 320638 | 1 | SOUTHWEST SCHOOL SUPPLY | SpplsNonI/Sch Adm /Lobo | 600.00 |
| 320639 | 1 | STAPLES ADVANTAGE | InstMtls/Instrctn/LFMS | 10,000.00 |
| 320640 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Lobo | 2,500.00 |
| 320641 | 1 | STAPLES ADVANTAGE | InstMtls/Instrctn/Malcom | 4,000.00 |
| 320642 | 1 | SOUTHWEST SCHOOL SUPPLY | SpplsNonI/Sch Adm /SJHHS | 15,000.00 |
| 320643 | 1 | STAPLES ADVANTAGE | InstMtls/Instrctn/MFMS | 5,000.00 |
| 320644 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/OsoGrand | 3,600.00 |
| 320645 | 1 | STAPLES ADVANTAGE | SpplsNonI/Sch Adm /Hiddn Hl | 1,500.00 |
| 320646 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/OsoGrand | 9,500.00 |
| 320647 | 12 | STAPLES ADVANTAGE | SpplsNonI/SupvAdmn/Dstrctwd | 1,000.00 |
| 320648 | 1 | SOUTHWEST SCHOOL SUPPLY | SpplsNonI/Sch Adm /Bathgate | 1,500.00 |
| 320649 | 12 | STAPLES ADVANTAGE | SpplsNonI/SupvAdmn/Dstrctwd | 1,000.00 |
| 320650 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/ArroyoEl | 2,500.00 |
| 320651 | 1 | STAPLES ADVANTAGE | InstMtls/Instrctn/ANHS | 5,000.00 |
| 320652 | 1 | SOUTHWEST SCHOOL SUPPLY | SpplsNonI/Sch Adm /NHMS | 2,000.00 |
| 320653 | 1 | STAPLES ADVANTAGE | SpplsNonI/PuplTest/Dstrctwd | 500.00 |
| 320654 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/ArroyoMS | 1,500.00 |
| 320655 | 1 | AUTO SHOP EQUIP CO INC | Rntl:Oth/PuplTran/Dstrctwd | 10,000.00 |
| 320656 | 1 | LEISURE CARE NURSES REGISTRY | NPA /NPA Hlth/Dstrctwd | 3,990.00 |
| 320657 | 1 | LEISURE CARE NURSES REGISTRY | NPA /NPA Hlth/Dstrctwd | 24,999.00 |
| | | | Sub NPA /NPA Hlth/Dstrctwd | 37,756.00 |
| 320658 | 1 | MAXIM HEALTHCARE SERVICES INC | NPA /NPA Hlth/Dstrctwd | 4,981.80 |
| 320659 | 1 | CARES | NPA /NPA /Dstrctwd | 4,352.40 |
| 320660 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/SDCInstr/Dana ENF | 3,000.00 |
| 320661 | | VOID | VOID | 0.00 |
| 320662 | 13 | MEDTECH | OpSupp /FoodServ/Dstrctwd | 172.08 |
| 320663 | 1 | EDUCATION WEEK | SpplsNonI/Pub Info/Dstrctwd | 89.94 |
| 320664 | 1 | SCHOOL SERVICES OF CALIFORNIA | SpplsNonI/Bus/Fisc/Dstrctwd | 139.97 |
| 320665 | 1 | TEL TEC SECURITY SYSTEMS INC | NonCapEq/Enterprs/DHHS | 26,192.56 |
| 320666 | 1 | COMPLETE OFFICE OF CA | SpplsNonI/FacPlann/Dstrctwd | 2,000.00 |
| 320667 | 1 | COMPLETE OFFICE OF CA | SpplsNonI/Bus/Fisc/Dstrctwd | 2,000.00 |
| 320668 | 13 | POSITIVE PROMOTIONS | OffFdSrv/FoodServ/Dstrctwd | 208.56 |
| 320669 | 1 | OCEANVIEW SCHOOL | NPS /NPS /Dstrctwd | 24,999.00 |
| | | | Sub NPS /NPS /Dstrctwd | 2,361.00 |
| 320670 | 1 | OCEANVIEW SCHOOL | NPS /NPS /Dstrctwd | 24,999.00 |
| | | | Sub NPS /NPS /Dstrctwd | 18,249.00 |
| 320671 | 1 | OCEANVIEW SCHOOL | NPS /NPS /Dstrctwd | 24,999.00 |
| | | | Sub NPS /NPS /Dstrctwd | 22,929.00 |
| | | | Sub MHBC/PsychSer/Dstrctwd | 3,600.00 |
| 320672 | 1 | MCMAHAN DESK INC | NonCapEq/Libr&Med/CanViste | 1,991.22 |
| 320673 | 1 | CINTAS DOCUMENT MANAGEMENT | Serv&Op /Sch Adm /Dana ENF | 400.00 |
| 320674 | 1 | LAKESHORE LEARNING MATERIALS | SpplsNonI/SupvAdmn/Dstrctwd | 424.63 |
| 320675 | 1 | BARRETT-ROBINSON INC | Rntl:Oth/RR:Bldgs/Dstrctwd | 25,000.00 |
| 320676 | 1 | ORANGE COUNTY TESTING SERV | Serv&Op /PsychSer/Dstrctwd | 5,000.00 |
| 320677 | 1 | BEE MAN | Rntl:Oth/RR:Bldgs/Dstrctwd | 15,000.00 |
| 320678 | 1 | TRIPLE A PUMPING & JETTING | Rntl:Oth/RR:Bldgs/Dstrctwd | 10,000.00 |
| 320679 | | VOID | VOID | 0.00 |

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2012-13 =====
 Board of Trustees Meeting.....AUGUST 20, 2012

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|-------------------------------|-----------------------------|------------|
| 320680 | 1 | TERAN, KARINA | Residtl /NPS /Dstrctwd | 700.00 |
| 320681 | 1 | BOYCE INDUSTRIES | Rntl:Oth/Custodil/Dstrctwd | 20,000.00 |
| 320682 | 1 | SKYLINE PEST CONTROL | Rntl:Oth/Op:Grnds/Dstrctwd | 5,000.00 |
| 320683 | 1 | ADAPTIVEMALL.COM | InstMtls/SEOthIns/Dstrctwd | 116.32 |
| 320684 | | VOID | VOID | 0.00 |
| 320685 | | VOID | VOID | 0.00 |
| 320686 | 1 | CBT NUGGETS LLC | Serv&Op /TIS /Dstrctwd | 3,998.00 |
| 320687 | 1 | ENET COMPONENTS INC | SpplsNonI/TIS /Dstrctwd | 1,293.00 |
| 320688 | 1 | DELL COMPUTER | Serv&Op /TIS /Dstrctwd | 921.84 |
| 320689 | 1 | PYRAMID WIRE & CABLE INC. | SpplsNonI/TIS /Dstrctwd | 41.94 |
| 320690 | 1 | MNJ TECHNOLOGIES DIRECT INC | NonCapEq/TIS /Dstrctwd | 1,889.50 |
| 320691 | | VOID | VOID | 0.00 |
| 320692 | | VOID | VOID | 0.00 |
| 320693 | | VOID | VOID | 0.00 |
| 320694 | 1 | DATAKOM WEST | SpplsNonI/TIS /Dstrctwd | 517.20 |
| 320695 | 1 | BRIGHT EYES ENTERPRISE INC | SpplsNonI/HlthServ/Dstrctwd | 164.82 |
| 320696 | 1 | BARN OWL BOX, THE | InstMtls/Instrctn/Tesoro | 284.45 |
| 320697 | 1 | COMPLETE OFFICE OF CA | SpplsNonI/SupvAdmn/Dstrctwd | 1,000.00 |
| 320698 | 1 | SCHOOL SERVICES OF CALIFORNIA | SpplsNonI/Bus/Fisc/Dstrctwd | 225.00 |
| 320699 | 1 | COMPLETE OFFICE OF CA | SpplsNonI/PuplTran/Dstrctwd | 1,000.00 |
| 320700 | 1 | APPLE COMPUTER INC | SpplsNonI/SupvAdmn/Dstrctwd | 40.95 |
| 320701 | 1 | COMPLETE OFFICE OF CA | SpplsNonI/SupvAdmn/Dstrctwd | 3,000.00 |
| 320702 | 1 | COMPLETE OFFICE OF CA | SpplsNonI/Pub Info/Dstrctwd | 1,500.00 |
| 320703 | 12 | LAKESHORE LEARNING MATERIALS | InstMtls/Instrctn/Dstrctwd | 6,000.00 |
| 320704 | 1 | HAAN CRAFTS | InstMtls/Instrctn/LRMS | 1,000.00 |
| 320705 | 1 | CARD INTEGRATORS | Serv&Op /PuplTran/Dstrctwd | 895.00 |
| 320706 | 1 | ATKINSON ANDELSON LOYA | Legal /SupvAdmn/Dstrctwd | 100,000.00 |
| 320707 | 1 | ANAHEIM BAND INSTRUMENTS | Rnt&Repr/Instrctn/Dstrctwd | 3,500.00 |
| 320708 | 1 | SPORT CHALET | InstMtls/CurAthlt/CVHS | 7,445.12 |
| 320709 | 1 | SPARKLETTS | SpplsNonI/Sch Adm /Dana ENF | 350.00 |
| 320710 | 1 | DELL COMPUTER | NonCapEq/Instrctn/GrgWhite | 1,051.21 |
| 320711 | 1 | APPLE COMPUTER INC | InstMtls/SEOthIns/Dstrctwd | 534.92 |
| 320712 | 1 | SPARKLETTS | SpplsNonI/Sch Adm /Dana ENF | 950.00 |
| 320713 | 1 | JOSTENS | SpplsNonI/Pub Info/Dstrctwd | 1,823.78 |
| 320714 | 1 | DELL COMPUTER | NonCapEq/Instrctn/DHHS | 27,122.24 |
| 320715 | 1 | APPLE COMPUTER INC | NonCapEq/Instrctn/GrgWhite | 6,017.11 |
| 320716 | 1 | DELL COMPUTER | NonCapEq/Instrctn/GrgWhite | 479.89 |
| 320717 | 1 | PEARSON EDUCATION | K-12Text/Instrctn/DHHS | 888.23 |
| 320718 | 1 | PEARSON EDUCATION | 9-12Text/Instrctn/Dstrctwd | 10,664.59 |
| 320719 | 1 | TEXTBOOK WAREHOUSE | 9-12Text/Instrctn/Dstrctwd | 775.80 |
| 320720 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 2,136.36 |
| 320721 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 1,215.42 |
| 320722 | 1 | PEARSON EDUCATION | 9-12Text/Instrctn/Dstrctwd | 3,057.23 |
| 320723 | 1 | PEARSON EDUCATION | 9-12Text/Instrctn/Dstrctwd | 1,469.00 |
| 320724 | 1 | APPLE TEXTBOOKS | 9-12Text/Instrctn/Dstrctwd | 684.56 |
| 320725 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 757.70 |
| 320726 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 6,887.38 |
| 320727 | 1 | PEARSON EDUCATION | 9-12Text/Instrctn/Dstrctwd | 4,052.13 |
| 320728 | 1 | MPS | 9-12Text/Instrctn/Dstrctwd | 616.33 |
| 320729 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 2,989.52 |

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2012-13 -----
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| PO No. | Fund | Vendor | Description | Amount |
|--------|------|-------------------------------|----------------------------|------------|
| 320730 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 3,371.66 |
| 320731 | 1 | TEXTBOOK WAREHOUSE | 9-12Text/Instrctn/Dstrctwd | 2,855.38 |
| 320732 | 1 | PEARSON EDUCATION | 9-12Text/Instrctn/Dstrctwd | 50.34 |
| 320733 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 405.14 |
| 320734 | 1 | MPS | 9-12Text/Instrctn/Dstrctwd | 1,232.66 |
| 320735 | 1 | TEXTBOOK WAREHOUSE | 9-12Text/Instrctn/Dstrctwd | 1,551.60 |
| 320736 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 749.94 |
| 320737 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 2,025.70 |
| 320738 | 1 | PEARSON EDUCATION | 9-12Text/Instrctn/Dstrctwd | 2,351.71 |
| 320739 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 4,836.74 |
| 320740 | 1 | TEXTBOOK WAREHOUSE | 9-12Text/Instrctn/Dstrctwd | 1,260.68 |
| 320741 | 1 | MPS | 9-12Text/Instrctn/Dstrctwd | 616.33 |
| 320742 | 1 | PEARSON EDUCATION | 9-12Text/Instrctn/Dstrctwd | 610.23 |
| 320743 | 1 | GLENCOE DIV OF | 9-12Text/Instrctn/Dstrctwd | 123.42 |
| 320744 | 1 | PEARSON EDUCATION | 9-12Text/Instrctn/Dstrctwd | 2,250.55 |
| 320745 | 1 | COMMERCIAL FENCE & IRON WORKS | NonCapEq/Sch Adm /CanVistE | 1,455.00 |
| 320746 | 25 | PLANNING CENTER, THE | Serv&Op /Fac Acq /Dstrctwd | 8,000.00 |
| 320747 | 1 | ALL GREEN ELECTRONICS | Op&Hskpg/Opr:Util/Dstrctwd | 4,000.00 |
| 320748 | 1 | STUTZ ARTIANO SHINOFF & HOLTZ | Legal /Supt /Dstrctwd | 250,000.00 |
| 320749 | 25 | DOLINKA GROUP LLC | Serv&Op /Fac Acq /Dstrctwd | 2,700.00 |
| 320750 | 1 | ENABLING DEVICES | InstMtls/SE0thIns/Dstrctwd | 544.31 |
| 320751 | 1 | CASBO | SplsNonI/Bus/Fisc/Dstrctwd | 50.26 |
| 320752 | 1 | WOODWIND & BRASSWIND | InstMtls/Instrctn/Dstrctwd | 1,500.00 |
| | | | Rnt&Repr/Instrctn/Dstrctwd | 3,500.00 |
| 320753 | 1 | BERTRANDS HORN IMPROVEMENT | Rnt&Repr/Instrctn/Dstrctwd | 3,500.00 |
| 320754 | 1 | ANAHEIM BAND INSTRUMENTS | Rnt&Repr/Instrctn/Dstrctwd | 1,500.00 |
| 320755 | 1 | BEN'S MUSIC | Rnt&Repr/Instrctn/Dstrctwd | 300.00 |
| | | | InstMtls/Instrctn/Dstrctwd | 300.00 |
| 320756 | | VOID | VOID | 0.00 |
| 320757 | 1 | SPEAK, JOHN V | Rnt&Repr/Instrctn/Dstrctwd | 3,000.00 |
| 320758 | | VOID | VOID | 0.00 |
| 320759 | 12 | HANDWRITING W/O TEARS | InstMtls/Instrctn/Dstrctwd | 48.99 |
| 320760 | 1 | PEARSON EDUCATION | 9-12Text/Instrctn/Dstrctwd | 238.20 |
| 320761 | | VOID | VOID | 0.00 |
| 320762 | 1 | SCHOOL SERVICES OF CALIFORNIA | Serv&Op /Bus/Fisc/Dstrctwd | 3,120.00 |
| 320763 | | VOID | VOID | 0.00 |
| 320764 | 1 | ADVANCE MATERIALS | 9-12Text/Instrctn/Dstrctwd | 485.00 |
| 320765 | | VOID | VOID | 0.00 |
| 320766 | 69 | PC MALL GOV | SplsNonI/Enterprs/Dstrctwd | 62.11 |
| 320767 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Hiddn Hl | 1,500.00 |
| 320768 | 1 | STAPLES ADVANTAGE | InstMtls/Instrctn/Castille | 1,000.00 |
| 320769 | 1 | ENTWISTLE, MARLA | Cmmnctns/Prsnl:HR/Dstrctwd | 336.27 |
| 320770 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Chapara | 8,000.00 |
| 320771 | 1 | BETTERCHINESE | PY C/Ovr/Instrctn/Bergeson | 12,436.54 |
| 320772 | 1 | BRENTLINGER, JODEE | Cmmnctns/Prsnl:HR/Dstrctwd | 1,073.40 |
| 320773 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Castille | 3,000.00 |
| 320774 | 1 | DELFS, RUTH | Cmmnctns/Prsnl:HR/Dstrctwd | 1,825.00 |
| 320775 | 1 | STAPLES ADVANTAGE | InstMtls/Instrctn/MFMS | 8,000.00 |
| 320776 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Concordi | 5,000.00 |
| 320777 | 1 | NASCO WEST | InstMtls/Instrctn/VDMMS | 391.40 |

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2012-13 -----
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| PO No. | Fund | Vendor | Description | Amount |
|--------|------|-------------------------------|----------------------------|-----------|
| 320778 | 1 | DELL COMPUTER | NonCapEq/Instrctn/LRMS | 2,308.38 |
| 320779 | 1 | SANTILLANA PUBL CO | InstMtls/Instrctn/Benedict | 1,650.00 |
| 320780 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/SDCInstr/Bathgate | 960.00 |
| 320781 | 1 | DELL COMPUTER | InstMtls/Instrctn/Reilly | 659.54 |
| 320782 | 1 | PC MALL GOV | InstMtls/Instrctn/DHHS | 7,736.62 |
| 320783 | 1 | GOPHER ATHLETIC | InstMtls/Instrctn/Reilly | 225.07 |
| 320784 | 1 | DELL COMPUTER | NonCapEq/Instrctn/BAMS | 3,297.69 |
| 320785 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Wagon Wh | 3,500.00 |
| 320786 | 1 | DELL COMPUTER | Serv&Op /TIS /Dstrctwd | 2,469.89 |
| 320787 | 1 | TECH4LEARNING | InstMtls/Instrctn/Reilly | 1,008.54 |
| 320788 | 12 | WAL MART L.N. | InstMtls/Instrctn/Dstrctwd | 1,000.00 |
| 320789 | | VOID | VOID | 0.00 |
| 320790 | 1 | OFFICE DEPOT | InstMtls/Instrctn/DHHS | 10,000.00 |
| 320791 | 1 | GOPHER ATHLETIC | InstMtls/Instrctn/Las Palm | 939.49 |
| 320792 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Palisade | 5,000.00 |
| 320793 | 1 | BADEN SPORTS INC | InstMtls/Instrctn/Malcom | 709.64 |
| 320794 | 12 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Dstrctwd | 6,500.00 |
| 320795 | 1 | NEFF COMPANY | SplsNonI/CurAthlt/CVHS | 4,567.01 |
| 320796 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/CVHS | 7,500.00 |
| 320797 | 1 | BIO RAD LABORATORIES | InstMtls/Instrctn/SJHHS | 694.13 |
| 320798 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Lgna Nig | 3,500.00 |
| 320799 | 1 | ACCURATE LABEL DESIGNS INC | SplsNonI/Sch Adm /GrgWhite | 176.96 |
| 320800 | 1 | STAPLES ADVANTAGE | InstMtls/Instrctn/DJAMS | 5,000.00 |
| 320801 | 12 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Dstrctwd | 8,500.00 |
| 320802 | 1 | GOPHER ATHLETIC | InstMtls/Instrctn/LFMS | 1,788.03 |
| 320803 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/RH Dana | 2,500.00 |
| 320804 | 1 | SPORTS IMPORTS INC | InstMtls/CurAthlt/Tesoro | 1,576.13 |
| 320805 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/LF Elem | 3,500.00 |
| 320806 | 1 | FLINN SCIENTIFIC INC | InstMtls/Instrctn/Tesoro | 175.86 |
| 320807 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Bathgate | 3,500.00 |
| 320808 | 1 | FLINN SCIENTIFIC INC | InstMtls/Instrctn/Tesoro | 485.86 |
| 320809 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/NHMS | 6,000.00 |
| 320810 | | VOID | VOID | 0.00 |
| 320811 | 1 | GOPHER ATHLETIC | InstMtls/Instrctn/MFMS | 6,233.75 |
| 320812 | 1 | VERIZON WIRELESS | SplsNonI/SupvAdmn/Dstrctwd | 20.92 |
| 320813 | 1 | STAPLES ADVANTAGE | InstMtls/Instrctn/Tesoro | 2,500.00 |
| 320814 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/LRMS | 1,000.00 |
| 320815 | 1 | WARDS NATURAL SCIENCE | InstMtls/Instrctn/BAMS | 110.20 |
| 320816 | 1 | GOPHER ATHLETIC | InstMtls/Instrctn/ArroyoMS | 453.00 |
| 320817 | 1 | FLINN SCIENTIFIC INC | InstMtls/Instrctn/SJHHS | 67.55 |
| 320818 | 1 | MCCORMACK, MARC AND/OR KRISTA | NPS /NPS /Dstrctwd | 8,249.92 |
| 320819 | 1 | BERRY, SCOTT AND/OR JAIME | NPS /NPS /Dstrctwd | 6,548.00 |
| 320820 | 1 | FARIBORZ, SURUR FAZELI | NPS /NPS /Dstrctwd | 1,776.00 |
| 320821 | 13 | PREMIER FOOD SAFETY | CnfrNonI/FoodServ/Dstrctwd | 556.00 |
| 320822 | 1 | MOBILE COMMUNICATION REPAIR | SplsNonI/Saf&Trng/Dstrctwd | 28,532.15 |
| 320823 | 1 | PACIFIC MH CONSTRUCTION INC. | Rntl:Oth/RR:Grnds/Dstrctwd | 6,149.33 |
| 320824 | 1 | LAWNMOWERS ETC | Rntl:Oth/Op:Grnds/Dstrctwd | 70,000.00 |
| 320825 | 1 | SPORTS FACILITIES GROUP INC | Rntl:Oth/RR:Bldgs/Dstrctwd | 50,000.00 |
| 320826 | 1 | SCHOLASTIC EDUCATION | 9-12Text/Instrctn/Dstrctwd | 1,398.85 |
| 320827 | 1 | PEARSON ASSESSMENTS | SplsNonI/PsychSer/Dstrctwd | 35,689.56 |

Board of Trustees Purchase Order Listing
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| PO No. | Fund | Vendor | Description | Amount |
|--------|------|--------------------------------|----------------------------|-----------|
| 320828 | 1 | PSYCHOLOGICAL ASSESSMENT RES | SplsNonI/PsychSer/Dstrctwd | 2,581.88 |
| 320829 | 1 | ACADEMIC THERAPY PUBL | SplsNonI/PsychSer/Dstrctwd | 3,273.45 |
| 320830 | 1 | WESTERN PSYCHOLOGICAL SERVICES | SplsNonI/PsychSer/Dstrctwd | 1,085.99 |
| 320831 | 1 | RIVERSIDE PUBLISHING CO | SplsNonI/PsychSer/Dstrctwd | 12,504.63 |
| 320832 | 1 | LEE, EUNJUNG AND/OR DAEHOE | NPS /NPS /Dstrctwd | 8,337.21 |
| 320833 | 1 | TABARI, LISA SEYEDI | Serv&Op /Aid:Inst/Dstrctwd | 3,630.00 |
| 320834 | 1 | THE REGENTS UCSD SCHOOL OF | CnsltNon/HlthServ/Dstrctwd | 15,000.00 |
| 320835 | | VOID | VOID | 0.00 |
| 320836 | 1 | HERITAGE SCHOOLS INC | Residtl /NPS /Dstrctwd | 23,970.00 |
| | | | Sub MHBC/NPS /Dstrctwd | 80,329.20 |
| | | | Sub MHBC/PsychSer/Dstrctwd | 27,375.00 |
| 320837 | 1 | OCEANVIEW SCHOOL | NPS /NPS /Dstrctwd | 5,088.00 |
| 320838 | 1 | OCEANVIEW SCHOOL | NPS /NPS /Dstrctwd | 5,448.00 |
| 320839 | 1 | OCEANVIEW SCHOOL | NPS /NPS /Dstrctwd | 5,688.00 |
| 320840 | 1 | SHARON GRANDINETTE | CnsltNon/SupvAdmn/Dstrctwd | 5,000.00 |
| 320841 | 1 | RAINS, SANDY AND MAYNARD | NPS /NPS /Dstrctwd | 654.80 |
| 320842 | 1 | COSTCO S.J.C. | St Rcpts/Undesig /Dstrctwd | 65,900.33 |
| 320843 | 1 | PACIFIC MH CONSTRUCTION INC. | Rntl:Oth/RR:Bldgs/FNMS | 9,043.13 |
| 320844 | 1 | COALITION FOR ADEQUATE FUNDING | Dues&Mmb/SupvAdmn/Dstrctwd | 1,300.00 |
| 320845 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/Instrctn/Tijeras | 3,500.00 |
| 320846 | 1 | STAPLES ADVANTAGE | SplsNonI/Libr&Med/Dstrctwd | 2,000.00 |
| 320847 | | VOID | VOID | 0.00 |
| 320848 | 1 | A Z BUS SALES INC | Rntl:Oth/PuplTran/Dstrctwd | 20,000.00 |
| 320849 | 1 | MOBILE FLEET WASH | Serv&Op /PuplTran/Dstrctwd | 20,000.00 |
| 320850 | 1 | i-SAFE INC | Serv&Op /Instrctn/Dstrctwd | 4,095.00 |
| 320851 | 1 | BAYSCAN | SplsNonI/Libr&Med/Dstrctwd | 991.72 |
| 320852 | 1 | VERNON LIBRARY SUPPLIES INC | SplsNonI/Libr&Med/Dstrctwd | 914.49 |
| 320853 | 1 | WESTERN PUMP | Rntl:Oth/PuplTran/Dstrctwd | 10,000.00 |
| 320854 | 1 | VORTEX | Rntl:Oth/PuplTran/Dstrctwd | 5,000.00 |
| 320855 | 1 | UNIQUE SWEEPING | Rntl:Oth/PuplTran/Dstrctwd | 4,000.00 |
| 320856 | 1 | ORANGE COUNTY FIRE PROTECTION | Serv&Op /PuplTran/Dstrctwd | 10,000.00 |
| 320857 | 1 | PYRAMID WIRE & CABLE INC. | SplsNonI/TIS /Dstrctwd | 444.84 |
| 320858 | 1 | IMAGE 2000 | InstMtls/Instrctn/Las Palm | 399.20 |
| 320859 | 1 | BAYSCAN | InstMtls/Libr&Med/ArroyoEl | 198.26 |
| 320860 | 1 | THOMAS KELLY SOFTWARE ASSOC | Serv&Op /Instrctn/Dstrctwd | 6,500.00 |
| 320861 | 1 | IMAGE 2000 | InstMtls/Instrctn/GrgWhite | 1,977.18 |
| 320862 | 1 | MHS RESEARCH DEPARTMENT | SplsNonI/PsychSer/Dstrctwd | 5,616.68 |
| 320863 | 1 | HAWTHORNE EDUCATIONAL SERV | SplsNonI/PsychSer/Dstrctwd | 1,036.20 |
| 320864 | 1 | LOYER, LAW OFFICES OF KATHLEEN | Legal /SupvAdmn/Dstrctwd | 12,640.00 |
| | | | Serv&Op /PsychSer/Dstrctwd | 856.25 |
| | | | Serv&Op /SEOthIns/Dstrctwd | 4,503.75 |
| 320865 | 1 | BRISTOW, JEFFREY | CnsltNon/Prsnl:HR/Dstrctwd | 25,000.00 |
| 320866 | 1 | AMS.NET | NonCapEq/Instrctn/Dstrctwd | 35,746.18 |
| 320867 | 1 | FUSIONSTORM | NonCapEq/Security/DHHS | 6,138.52 |
| 320868 | 1 | IRONMAN | Serv&Op /Dist Veh/Dstrctwd | 30,000.00 |
| 320869 | 1 | LEARNING A-Z | InstMtls/SEOthIns/Dstrctwd | 96.92 |
| 320870 | 1 | B & H PHOTOGRAPHY | SplsNonI/Pub Info/Dstrctwd | 149.77 |
| 320871 | 1 | CAPISTRANO GOLF CARS | Rntl:Oth/Custodil/Dstrctwd | 20,000.00 |
| 320872 | 1 | CAPISTRANO GOLF CARS | Rntl:Oth/RR:Bldgs/Dstrctwd | 20,000.00 |
| 320873 | 1 | CLEAN SOURCE | SplsNonI/Custodil/Dstrctwd | 2,027.10 |

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 ----- Fiscal Year: 2012-13 -----
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| PO No. | Fund | Vendor | Description | Amount |
|--------|------|-------------------------------|-----------------------------|-----------|
| 320874 | 1 | VANGUARD FLOORING INC | Rntl:Oth/RR:Bldgs/Serra | 1,095.20 |
| 320875 | 1 | HARRIS, SUE & ALEX | Residtl /NPS /Dstrctwd | 1,400.00 |
| 320876 | 1 | PEARSON EDUCATION | 9-12Text/Instrctn/Dstrctwd | 781.83 |
| 320877 | 1 | PERMA-BOUND | 9-12Text/Instrctn/Dstrctwd | 460.09 |
| 320878 | 1 | PERMA-BOUND | 9-12Text/Instrctn/Dstrctwd | 1,741.99 |
| 320879 | 1 | PEARSON EDUCATION | K-12Text/Instrctn/LRMS | 326.28 |
| 320880 | 1 | PERMA-BOUND | K-12Text/Instrctn/Tesoro | 579.05 |
| 320881 | 1 | PEARSON EDUCATION | K-8Textb/Instrctn/Dstrctwd | 1,167.35 |
| 320882 | 1 | J W PEPPER-LOS ANGELES | 9-12Text/Instrctn/Dstrctwd | 239.21 |
| 320883 | 1 | FOLLETT EDUCATIONAL SERVICES | 9-12Text/Instrctn/Dstrctwd | 1,391.21 |
| 320884 | 1 | MAIER INTERNATIONAL INC | Rntl:Oth/RR:Bldgs/Marblehd | 10,605.00 |
| 320885 | 1 | AMS.NET | Cmmnctns/DW Unrst/Dstrctwd | 47,876.64 |
| 320886 | | VOID | VOID | 0.00 |
| 320887 | 1 | EVERYTHING MEDICAL | St Rcpts/Undesig /Dstrctwd | 160.94 |
| 320888 | 1 | SHAMROCK SUPPLY CO INC | St Rcpts/Undesig /Dstrctwd | 142.23 |
| 320889 | 1 | EAGLE | St Rcpts/Undesig /Dstrctwd | 10,012.67 |
| 320890 | 1 | VHS COLLABORATIVE, THE | Serv&Op /Instrctn/Cal Prep | 6,750.00 |
| 320891 | 1 | CENTER FOR INNOVATION IN EDUC | InstMtls/Instrctn/Dstrctwd | 196.32 |
| 320892 | 70 | PSC ENVIRONMENTAL SERVICES | Serv&Op /Enterprs/Dstrctwd | 19,000.00 |
| 320893 | 68 | STAPLES ADVANTAGE | SpplsNonI/Enterprs/Dstrctwd | 6,500.00 |
| 320894 | 70 | EXECUTIVE ENVIRONMENTAL SVCS | Serv&Op /Enterprs/Dstrctwd | 823.49 |
| 320895 | 1 | COMPLETE OFFICE OF CA | SpplsNonI/Supt /Dstrctwd | 2,000.00 |
| 320896 | 1 | OFFICE DEPOT | InstMtls/Instrctn/Serra | 1,500.00 |
| 320897 | 1 | UMINSKY, ALMA | Conf:Ins/Instrctn/Tesoro | 700.00 |
| 320898 | 1 | DAVE BANG ASSOCIATES | Rntl:Oth/RR:Bldgs/Moulton | 3,524.19 |
| 320899 | 1 | VANGUARD FLOORING INC | Rntl:Oth/RR:Bldgs/DHHS | 5,707.75 |
| 320900 | 1 | BENS ASPHALT | Rntl:Oth/RR:Grnds/Dstrctwd | 3,940.00 |
| 320901 | 1 | CREATIVE CONTRACTORS | Rntl:Oth/RR:Bldgs/VdelMarE | 850.00 |
| 320902 | 1 | PUBLIC SURPLUS | OthrRevn/Undesig /Dstrctwd | 14.32 |
| 320903 | 1 | PACIFIC MH CONSTRUCTION INC. | Rntl:Oth/RR:Bldgs/San Juan | 2,782.50 |
| 320904 | 13 | NUTRIKIDS-HEARTLAND PAYMENT | OffFdSrv/FoodServ/Dstrctwd | 253.21 |
| 320905 | 1 | TEL TEC SECURITY SYSTEMS INC | NonCapEq/RR:Bldgs/Dstrctwd | 1,311.01 |
| 320906 | 1 | PRECISION AIR COND & MECH INC | Rntl:Oth/RR:Bldgs/Dstrctwd | 10,000.00 |
| 320907 | 1 | CREATIVE CONTRACTORS | Rntl:Oth/RR:Bldgs/LadraElm | 550.00 |
| 320908 | 1 | KNORR POOL SYSTEMS INC | Rntl:Oth/RR:Bldgs/SCHS | 8,656.43 |
| 320909 | 1 | CNB COMPUTERS INC | NonCapEq/Instrctn/Marblehd | 6,980.00 |
| 320910 | 1 | AMS.NET | Serv&Op /TIS /Dstrctwd | 100.00 |
| 320911 | 1 | CNB COMPUTERS INC | SpplsNonI/TIS /Dstrctwd | 260.00 |
| 320912 | 1 | DELL COMPUTER | NonCapEq/Instrctn/Dstrctwd | 1,457.70 |
| 320913 | 1 | CNB COMPUTERS INC | NonCapEq/Instrctn/Dstrctwd | 1,745.00 |
| 320914 | 1 | CASC | CnfrNonI/Board /Dstrctwd | 95.00 |
| 320915 | 1 | CNB COMPUTERS INC | SpplsNonI/TIS /Dstrctwd | 3,839.00 |
| 320916 | 1 | DELL COMPUTER | NonCapEq/TIS /Dstrctwd | 3,911.24 |
| 320917 | 1 | APPLE COMPUTER INC | InstMtls/SEOthIns/Dstrctwd | 435.92 |
| 320918 | 1 | CNB COMPUTERS INC | SpplsNonI/Sch Adm /AVMS | 1,495.00 |
| 320919 | 1 | DELL COMPUTER | InstMtls/Instrctn/Cal Prep | 959.78 |
| 320920 | 1 | CNB COMPUTERS INC | InstMtls/Enterprs/AVMS | 698.00 |
| 320921 | 1 | APPLE COMPUTER INC | InstMtls/SEOthIns/Dstrctwd | 435.92 |
| 320922 | 1 | CNB COMPUTERS INC | SpplsNonI/Sch Adm /VDMMS | 299.00 |
| 320923 | 1 | DELL COMPUTER | NonCapEq/M&OUnrOH/Dstrctwd | 977.81 |

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2012-13 -----
 Board of Trustees Meeting.....AUGUST 20, 2012

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|--------------------------------|----------------------------|-----------|
| 320924 | 1 | CNB COMPUTERS INC | SplsNonI/TIS /Dstrctwd | 314.00 |
| 320925 | 70 | PSC ENVIRONMENTAL SERVICES | Serv&Op /Enterprs/Dstrctwd | 1,764.72 |
| 320926 | 1 | DELL COMPUTER | NonCapEq/Enterprs/NHMS | 6,780.56 |
| 320927 | 1 | CNB COMPUTERS INC | NonCapEq/Instrctn/Cal Prep | 5,235.00 |
| 320928 | 1 | TEHAMA COUNTY DEPT OF EDUC | CnfrNonI/SupvAdmn/Dstrctwd | 170.00 |
| 320929 | 1 | CNB COMPUTERS INC | SplsNonI/Sch Adm /AVMS | 1,410.00 |
| 320930 | 1 | DELL COMPUTER | SplsNonI/TIS /Dstrctwd | 1,500.00 |
| 320931 | 1 | APPLE COMPUTER INC | NonCapEq/Instrctn/Dstrctwd | 2,036.48 |
| 320932 | 1 | CNB COMPUTERS INC | SplsNonI/Sch Adm /Bergeson | 628.00 |
| 320933 | 1 | DELL COMPUTER | NonCapEq/Instrctn/Malcom | 3,618.54 |
| 320934 | 1 | CREATIVE CONTRACTORS | Rntl:Oth/RR:Bldgs/RH Dana | 550.00 |
| 320935 | 1 | CNB COMPUTERS INC | InstMtls/Instrctn/Bergeson | 3,490.00 |
| 320936 | 1 | APPLE COMPUTER INC | InstMtls/SEOthIns/Dstrctwd | 435.92 |
| 320937 | 1 | CNB COMPUTERS INC | NonCapEq/Instrctn/LFMS | 349.00 |
| 320938 | 12 | WAXIE | InstMtls/Instrctn/Kinoshta | 13.99 |
| 320939 | 1 | DELL COMPUTER | NonCapEq/Enterprs/FNMS | 847.57 |
| 320940 | 1 | CNB COMPUTERS INC | NonCapEq/Instrctn/FNMS | 11,932.00 |
| 320941 | 1 | AMBCO ELECTRONICS | Rntl:Oth/Spch Aud/Dstrctwd | 993.00 |
| | | | Rntl:Oth/HlthServ/Dstrctwd | 662.00 |
| 320942 | 68 | MCMAHAN DESK INC | SplsNonI/Enterprs/Dstrctwd | 6,500.00 |
| 320943 | 1 | PYRAMID WIRE & CABLE INC. | NonCapEq/Instrctn/Wagon Wh | 987.51 |
| 320944 | 1 | CONSOLIDATED ELECTRICAL DISTR | NonCapEq/Instrctn/Wagon Wh | 270.68 |
| 320945 | 1 | ORANGE COUNTY PUMP CO | Rntl:Oth/RR:Bldgs/Dstrctwd | 25,000.00 |
| 320946 | 1 | CREATIVE CONTRACTORS | Rntl:Oth/RR:Bldgs/Dstrctwd | 10,000.00 |
| 320947 | 1 | MIRACLE PLAYGROUND SALES | SplsNonI/RR:Bldgs/GrgWhite | 1,569.47 |
| 320948 | 1 | SPECIALTY EQUIPMENT CO | Rntl:Oth/RR:Bldgs/Dstrctwd | 1,605.48 |
| 320949 | 1 | DFS FLOORING | Rntl:Oth/Custodil/Dstrctwd | 1,375.00 |
| 320950 | 1 | PACIFIC ROOFING SYSTEMS | Rntl:Oth/RR:Bldgs/LFMS | 2,760.50 |
| 320951 | 1 | CREATIVE CONTRACTORS | Rntl:Oth/RR:Bldgs/Marblehd | 750.00 |
| 320952 | 1 | CAMCOR INC | InstMtls/Instrctn/Cal Prep | 434.23 |
| 320953 | 1 | EDUCATION WEEK | SplsNonI/Supt /Dstrctwd | 79.94 |
| 320954 | 1 | MC ILVAIN, PATRICK & STEPHANIE | NPS /NPS /Dstrctwd | 8,061.49 |
| 320955 | 1 | APPLE COMPUTER INC | NonCapEq/SDCInstr/Dana ENF | 2,830.85 |
| 320956 | 1 | DELL COMPUTER | Serv&Op /TIS /Dstrctwd | 707.48 |
| 320957 | 1 | DELL COMPUTER | Serv&Op /Instrctn/Cal Prep | 3,215.80 |
| 320958 | 1 | SIMPLER LIFE EMERGENCY | SplsNonI/Sch Adm /GrgWhite | 3,349.21 |
| 320959 | 1 | DELL COMPUTER | Serv&Op /TIS /Dstrctwd | 128.63 |
| 320960 | 1 | BIO RAD LABORATORIES | InstMtls/Instrctn/Tesoro | 336.72 |
| 320961 | 1 | WARDS NATURAL SCIENCE | InstMtls/Instrctn/Tesoro | 932.15 |
| 320962 | 1 | FLINN SCIENTIFIC INC | InstMtls/Instrctn/VDMMS | 319.92 |
| 320963 | 1 | BIO-ACOUSTICAL ENG | Serv&Op /HlthServ/Dstrctwd | 56,000.00 |
| 320964 | 1 | WARDS NATURAL SCIENCE | InstMtls/Instrctn/Tesoro | 167.94 |
| 320965 | 1 | COX COMMUNICATIONS | Serv&Op /TIS /Dstrctwd | 4,000.00 |
| 320966 | 1 | ECS IMAGING INCORPORATED | Serv&Op /TIS /Dstrctwd | 2,664.25 |
| | | | Serv&Op /Pup Serv/Dstrctwd | 5,123.55 |
| | | | Serv&Op /Prsnl:HR/Dstrctwd | 2,459.31 |
| 320967 | 1 | JUDY M. SEGAL | CnsltNon/Spch Aud/Dstrctwd | 4,000.00 |
| 320968 | 1 | CENTER FOR LEARNING AND | CnsltNon/PsychSer/Dstrctwd | 5,000.00 |
| 320969 | 1 | GOODWILL INDUSTRIES OF | NPA /NPA /Dstrctwd | 4,000.00 |

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2012-13 =====
 Board of Trustees Meeting.....AUGUST 20, 2012

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|-----------------------------|--|-------------------------|
| 320970 | 1 | WESTERN PUMP | Serv&Op /PuplTran/Dstrctwd Rntl:Oth/PuplTran/Dstrctwd | 24,790.16 24,790.16 |
| 320971 | 1 | FLINN SCIENTIFIC INC | InstMtls/Instrctn/DJAMS | 404.41 |
| 320972 | 1 | DELL COMPUTER | SpIsNonI/TIS /Dstrctwd | 1,288.59 |
| 320973 | 1 | WARDS NATURAL SCIENCE | InstMtls/Instrctn/LFMS | 446.41 |
| 320974 | 1 | PROVIDENCE SPEECH AND | NPA /Spch Aud/Dstrctwd | 6,000.00 |
| 320975 | 1 | GOLDEN STAR TECHNOLOGY INC. | NonCapEq/Instrctn/Dstrctwd | 514.83 |
| 320976 | 1 | OWEN, DR JEFFREY S | CnsltNon/PsychSer/Dstrctwd | 15,000.00 |
| 320977 | 1 | GOLDEN STAR TECHNOLOGY INC. | InstMtls/Instrctn/Cal Prep | 514.83 |
| 320978 | 1 | FLINN SCIENTIFIC INC | InstMtls/Instrctn/VDMMS | 181.69 |
| 320979 | 1 | WARDS NATURAL SCIENCE | InstMtls/Instrctn/VDMMS | 52.43 |
| 320980 | | VOID | VOID | 0.00 |
| 320981 | 1 | DR RIENZI HAYTASINGH LLC | CnsltNon/PsychSer/Dstrctwd | 15,000.00 |
| 320982 | 1 | HUMANWARE | Rnt&Repr/SEOthIns/Dstrctwd | 2,208.89 |
| 320983 | 1 | MENDE PSY.D, SYLVIA | CnsltNon/SupvAdmn/Dstrctwd | 20,000.00 |
| 320984 | 1 | AMERICAN THERMOFORM CORP | InstMtls/SEOthIns/Dstrctwd | 967.07 |
| 320985 | 1 | SOUTHWEST PLASTIC BINDING | InstMtls/SEOthIns/Dstrctwd | 191.16 |
| 320986 | 1 | CARREN J. STIKA | CnsltNon/PsychSer/Dstrctwd | 7,500.00 |
| 320987 | 1 | GAYLA M MASSEY, PSY D | CnsltNon/PsychSer/Dstrctwd | 5,000.00 |
| 320988 | 1 | LET'S TALK SPEECH AND | CnsltNon/Spch Aud/Dstrctwd | 5,000.00 |
| 320989 | 1 | CUSTOMIZED VISION CARE | CnsltNon/HlthServ/Dstrctwd | 5,000.00 |
| 320990 | 1 | DEAFinitely PROFESSIONAL | CnsltIns/Aid:Inst/Dstrctwd SubInCon/Aid:Inst/Dstrctwd | 25,600.00 134,400.00 |
| 320991 | 1 | SUSAN MEYERS FOSNOT | CnsltNon/Spch Aud/Dstrctwd | 3,000.00 |
| 320992 | 1 | TIWAHE TECHNOLOGY LLC | Serv&Op /SEOthIns/Dstrctwd | 5,000.00 |
| 320993 | 1 | DENNIS I. SALLER, LEP | CnsltNon/PsychSer/Dstrctwd | 5,000.00 |
| 320994 | 1 | ART MASTERS | CnsltIns/Instrctn/Benedict | 5,581.00 |
| 320995 | 1 | ART MASTERS | CnsltIns/Instrctn/Palisade | 4,537.00 |
| 320996 | 1 | ACTION LEARNING SYSTEMS INC | CnsltIns/Instrctn/Dstrctwd | 4,000.00 |
| 320997 | 1 | ACTION LEARNING SYSTEMS INC | CnsltIns/Instrctn/Dstrctwd | 4,000.00 |
| 320998 | 1 | MNJ TECHNOLOGIES DIRECT INC | NonCapEq/Instrctn/Dstrctwd | 1,545.57 |
| 320999 | 1 | MEET THE MASTERS | Serv&Op /Instrctn/Ambuehl | 4,541.00 |
| 321000 | 1 | MEET THE MASTERS | CnsltIns/Instrctn/RH Dana | 2,538.52 |
| 321001 | 11 | EDUCATIONAL TESTING SERVICE | Serv&Op /Instrctn/Dstrctwd | 2,368.00 |
| 321002 | 1 | B & H PHOTOGRAPHY | InstMtls/Instrctn/Dstrctwd | 419.15 |
| 321003 | 1 | MEET THE MASTERS | CnsltIns/Instrctn/Lgna Nig | 4,665.61 |
| 321004 | 1 | B & H PHOTOGRAPHY | InstMtls/Instrctn/Dstrctwd | 102.36 |
| 321005 | 1 | MEET THE MASTERS | CnsltIns/Instrctn/Wood Cyn | 3,920.94 |
| 321006 | 1 | MEET THE MASTERS | Serv&Op /Enterprs/Castille | 4,500.00 |
| 321007 | 1 | MEET THE MASTERS | CnsltIns/Instrctn/LadraElm | 7,346.75 |
| 321008 | 1 | MEET THE MASTERS | CnsltIns/Instrctn/Las Palm | 7,763.69 |
| 321009 | 1 | MEET THE MASTERS | CnsltIns/Instrctn/OsoGrand | 5,840.69 |
| 321010 | 1 | MEET THE MASTERS | CnsltIns/Enterprs/Crn Vlly | 4,977.86 |
| 321011 | 1 | ART MASTERS | CnsltIns/Instrctn/Reilly | 6,235.00 |
| 321012 | 1 | ART MASTERS | CnsltIns/Instrctn/Moulton | 4,997.00 |
| 321013 | 1 | ACTION LEARNING SYSTEMS INC | CnsltIns/Instrctn/Dstrctwd | 6,000.00 |
| 321014 | 1 | ACTION LEARNING SYSTEMS INC | Serv&Op /SupvAdmn/Dstrctwd | 6,000.00 |
| 321015 | | VOID | VOID | 0.00 |
| 321016 | | VOID | VOID | 0.00 |
| 321017 | | VOID | VOID | 0.00 |

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2012-13 =====
 Board of Trustees Meeting.....AUGUST 20, 2012

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|--------------------------------|----------------------------|-----------|
| 321018 | 1 | AUTISM SPECTRUM THERAPIES | NPA /NPA /Dstrctwd | 9,900.00 |
| 321019 | 1 | DEVEREUX TEXAS TREATMENT | Residtl /NPS /Dstrctwd | 5,289.48 |
| | | | Sub MHBC/NPS /Dstrctwd | 13,114.98 |
| | | | Sub MHBC/PsychSer/Dstrctwd | 10,538.99 |
| 321020 | 1 | YELLOWSTONE BOYS & GIRLS RANCH | Residtl /NPS /Dstrctwd | 2,985.00 |
| | | | Sub MHBC/NPS /Dstrctwd | 13,020.00 |
| | | | Sub MHBC/PsychSer/Dstrctwd | 5,332.00 |
| 321021 | 1 | YELLOWSTONE BOYS & GIRLS RANCH | Residtl /NPS /Dstrctwd | 21,790.50 |
| | | | Sub MHBC/NPS /Dstrctwd | 76,650.00 |
| | | | Sub MHBC/PsychSer/Dstrctwd | 31,390.00 |
| 321022 | 1 | OAK GROVE SCHOOL | Residtl /NPS /Dstrctwd | 1,530.00 |
| | | | Sub MHBC/PsychSer/Dstrctwd | 2,160.00 |
| 321023 | 1 | WERTHEIMER-GALE & ASSOCIATES | NPA /NPA Hlth/Dstrctwd | 546.00 |
| 321024 | 1 | WERTHEIMER-GALE & ASSOCIATES | NPA /NPA Hlth/Dstrctwd | 1,248.00 |
| 321025 | 1 | WERTHEIMER-GALE & ASSOCIATES | NPA /NPA Hlth/Dstrctwd | 78.00 |
| 321026 | 1 | HEBERT, DEBRA | NPA /NPA Hlth/Dstrctwd | 127.50 |
| 321027 | 1 | HEBERT, DEBRA | NPA /NPA Hlth/Dstrctwd | 480.00 |
| 321028 | 1 | TERI INC - THE COUNTRY SCHOOL | NPS /NPS /Dstrctwd | 24,999.00 |
| | | | Sub NPS /NPS /Dstrctwd | 21,767.99 |
| 321029 | 1 | MARDAN CENTER OF ED | NPS /NPS /Dstrctwd | 3,612.00 |
| 321030 | 1 | CHILED A | Residtl /NPS /Dstrctwd | 2,911.92 |
| | | | Sub MHBC/NPS /Dstrctwd | 6,479.00 |
| | | | Sub MHBC/PsychSer/Dstrctwd | 4,069.68 |
| 321031 | 1 | THERAPEUTIC EDUCATION CENTER | NPS /NPS /Dstrctwd | 24,999.00 |
| | | | Sub NPS /NPS /Dstrctwd | 22,026.00 |
| 321032 | 1 | THERAPEUTIC EDUCATION CENTER | NPS /NPS /Dstrctwd | 24,999.00 |
| | | | Sub NPS /NPS /Dstrctwd | 22,026.00 |
| 321033 | 1 | THERAPEUTIC EDUCATION CENTER | NPS /NPS /Dstrctwd | 24,999.00 |
| | | | Sub NPS /NPS /Dstrctwd | 22,026.00 |
| 321034 | 1 | THERAPEUTIC EDUCATION CENTER | NPS /NPS /Dstrctwd | 24,999.00 |
| | | | Sub NPS /NPS /Dstrctwd | 19,936.00 |
| 321035 | 1 | OCDE | Conf:Ins/Instrctn/MFMS | 2,800.00 |
| 321036 | 25 | WESTGROUP MANAGEMENT INC | Serv&Op /Fac Acq /Dstrctwd | 3,750.00 |
| | 39 | | Serv&Op /Fac Acq /Dstrctwd | 1,250.00 |
| | 1 | | Serv&Op /M-R Reim/Dstrctwd | 20,000.00 |
| 321037 | 1 | AVID CENTER | Conf:Ins/Instrctn/Dstrctwd | 839.00 |
| 321038 | 1 | SIMPLEX GRINNELL LP | Rntl:Oth/RR:Bldgs/CVHS | 1,974.71 |
| 321039 | 1 | SIMPLEX GRINNELL LP | Rntl:Oth/RR:Bldgs/Dstrctwd | 23,823.20 |
| 321040 | 1 | SIMPLEX GRINNELL LP | Rntl:Oth/RR:Bldgs/Dstrctwd | 10,000.00 |
| 321041 | 1 | FACILITIES PROTECTION SYSTEMS | Rntl:Oth/RR:Bldgs/Dstrctwd | 2,142.00 |
| 321042 | 1 | ORANGE COUNTY TANK TESTING | Ppl Tran/PuplTran/Dstrctwd | 15,000.00 |
| 321043 | 1 | FLINN SCIENTIFIC INC | InstMtls/Instrctn/SJHHS | 822.11 |
| 321044 | 1 | CAPISTRANO CRANE SERVICE | Rntl:Oth/RR:Bldgs/Dstrctwd | 5,000.00 |
| 321045 | 1 | SPARKLETTS | SplsNonI/Sch Adm /LF Elem | 150.00 |
| 321046 | 1 | SCHOOL SPECIALTY | InstMtls/Instrctn/Castille | 399.91 |
| 321047 | 1 | SOUTHWEST SCHOOL SUPPLY | InstMtls/SEOthIns/Dstrctwd | 1,000.00 |
| 321048 | 1 | ACSA REGION XVII | Dues&Mmb/Supt /Dstrctwd | 250.00 |
| 321049 | 1 | CRS INC | Serv&Op /Prsnl:HR/Dstrctwd | 12,367.55 |
| 321050 | 1 | CNB COMPUTERS INC | InstMtls/Instrctn/LFMS | 1,047.00 |
| 321051 | 1 | WARDS NATURAL SCIENCE | InstMtls/Instrctn/LFMS | 153.46 |

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2012-13 -----
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| PO No. | Fund | Vendor | Description | Amount |
|--------|------|-------------------------------|----------------------------|------------|
| 321052 | 1 | STATE OF CALIFORNIA | Serv&Op /Saf&Trng/Dstrctwd | 15.00 |
| 321053 | 1 | APPLE COMPUTER INC | NonCapEq/Instrctn/VDMMS | 569.62 |
| 321054 | 1 | BRINKS INC. | Serv&Op /Bus/Fisc/Dstrctwd | 2,400.00 |
| 321055 | 68 | TEACHLOGIC INC | SplsNonI/Enterprs/Dstrctwd | 262.91 |
| 321056 | 1 | AT&T-CALNET2 | Cmmnctns/DW Unrst/Dstrctwd | 15,000.00 |
| 321057 | 1 | PYRAMID WIRE & CABLE INC. | NonCapEq/Instrctn/SJHHS | 663.96 |
| 321058 | 1 | CROWN VALLEY TRANSMISSION | Rntl:Oth/PuplTran/Dstrctwd | 20,000.00 |
| | | | Rntl:Oth/Dist Veh/Dstrctwd | 10,000.00 |
| 321059 | 1 | CINTAS | Serv&Op /Saf&Trng/Dstrctwd | 760.00 |
| 321060 | 1 | SINGAPOREMATH INC | PY C/Ovr/Instrctn/Bergeson | 8,935.28 |
| 321061 | 1 | FOLLETT EDUCATIONAL SERVICES | K-8Textb/Instrctn/Dstrctwd | 1,440.48 |
| 321062 | 1 | DELL COMPUTER | Serv&Op /Instrctn/LFMS | 183.63 |
| 321063 | 1 | IBBS | K-8Textb/Instrctn/Dstrctwd | 454.38 |
| 321064 | 1 | MIND RESEARCH INSTITUTE | Serv&Op /Instrctn/Concordi | 2,999.00 |
| 321065 | 1 | DELL COMPUTER | Serv&Op /Sch Adm /VDMMS | 61.21 |
| 321066 | 1 | SWEETMAN SYSTEMS | NonCapEq/SEOthIns/Dstrctwd | 3,271.46 |
| 321067 | 1 | MACMILLAN/MCGRAW-HILL | K-8Textb/Instrctn/Dstrctwd | 2,410.70 |
| 321068 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 2,627.10 |
| 321069 | 1 | DELL COMPUTER | Serv&Op /Instrctn/Bergeson | 734.52 |
| 321070 | 1 | WATERLINES TECHNOLOGIES INC | SplsNonI/RR:Bldgs/Dstrctwd | 150,000.00 |
| 321071 | 1 | TANDUS FLOORING INC. | SplsNonI/RR:Bldgs/Journey | 11,846.07 |
| 321072 | 1 | SPARKLETTS | SplsNonI/Sch Adm /Dstrctwd | 250.00 |
| 321073 | 1 | DELL COMPUTER | Serv&Op /Enterprs/AVMS | 122.42 |
| 321074 | 1 | TANDUS FLOORING INC. | SplsNonI/RR:Bldgs/ANHS | 7,004.92 |
| 321075 | 1 | N-SYNCH TECHNOLOGIES | SplsNonI/SupvAdmn/Dstrctwd | 267.81 |
| 321076 | 1 | SOUND IMAGE | Rntl:Oth/RR:Bldgs/Dstrctwd | 660.00 |
| 321077 | 1 | VANGUARD FLOORING INC | Rntl:Oth/RR:Bldgs/Oak Grv | 5,535.81 |
| 321078 | 1 | SCOTT FORESMAN | K-8Textb/Instrctn/Dstrctwd | 2,944.69 |
| 321079 | 1 | VANGUARD FLOORING INC | Rntl:Oth/RR:Bldgs/Journey | 6,893.75 |
| 321080 | 1 | HOLT MCDUGAL | 9-12Text/Instrctn/Dstrctwd | 1,927.53 |
| 321081 | 1 | APPLE TEXTBOOKS | 9-12Text/Instrctn/Dstrctwd | 3,010.63 |
| 321082 | 1 | VANGUARD FLOORING INC | Rntl:Oth/RR:Bldgs/ANHS | 4,188.60 |
| 321083 | 1 | DELL COMPUTER | Serv&Op /Instrctn/LFMS | 61.21 |
| 321084 | 1 | SPARKLETTS | SplsNonI/Sch Adm /Dstrctwd | 1,500.00 |
| 321085 | 1 | DELL COMPUTER | Serv&Op /Instrctn/Oak Grv | 979.36 |
| 321086 | 1 | EDUCATION 2020 | K-8Textb/Instrctn/Dstrctwd | 20,000.00 |
| 321087 | 1 | DELL COMPUTER | InstMtls/Instrctn/Marblehd | 1,224.20 |
| 321088 | 1 | SCHOOL SERVICES OF CALIFORNIA | CnfrNonI/SpecProj/Dstrctwd | 175.00 |
| 321089 | 1 | DELL COMPUTER | Serv&Op /Sch Adm /AVMS | 673.31 |
| 321090 | 1 | PHONAK INC | NonCapEq/HlthServ/Dstrctwd | 1,877.59 |
| 321091 | 1 | SPORTS FACILITIES GROUP INC | Rntl:Oth/RR:Bldgs/Dstrctwd | 3,375.00 |
| 321092 | 1 | CHINO VALLEY USD | CnfrNonI/M&OUnrOH/Dstrctwd | 175.00 |
| 321093 | 1 | SPORTS FACILITIES GROUP INC | Rntl:Oth/RR:Bldgs/Dstrctwd | 6,500.00 |
| 321094 | 1 | SPORTS FACILITIES GROUP INC | Rntl:Oth/RR:Bldgs/Dstrctwd | 4,100.00 |
| 321095 | 1 | NATIONAL NETWORK OF DIGITAL | K-8Textb/Instrctn/CapoHome | 20,000.00 |
| 321096 | 1 | SPORTS FACILITIES GROUP INC | Rntl:Oth/RR:Bldgs/Dstrctwd | 11,975.00 |
| 321097 | 1 | CHINO VALLEY USD | CnfrNonI/M&OUnrOH/Dstrctwd | 175.00 |
| 321098 | 1 | DEPT OF GENERAL SERVICES | Serv&Op /Prsnl:HR/Dstrctwd | 230.00 |
| 321099 | 1 | AVID CENTER | Conf:Ins/Instrctn/Dstrctwd | 839.00 |
| | | | Conf:Ins/Instrctn/CVHS | 839.00 |

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2012-13 =====
 Board of Trustees Meeting.....AUGUST 20, 2012

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|-------------------------------|----------------------------|--------------|
| 321100 | 1 | SYMANTEC CORPORATION | Serv&Op /TIS /Dstrctwd | 4,340.00 |
| 321101 | 1 | HARBOTTLE LAW GROUP | Legal /SupvAdmn/Dstrctwd | 150,000.00 |
| 321102 | 1 | DANNIS WOLIVER KELLEY | Legal /SupvAdmn/Dstrctwd | 150,000.00 |
| 321103 | 1 | SAN DIEGO GAS & ELECTRIC | Op&Hskpg/Opr:Util/Dstrctwd | 5,000,000.00 |
| 321104 | 1 | CITY OF SAN CLEMENTE | Op&Hskpg/Opr:Util/Dstrctwd | 18,154.48 |
| 321105 | 1 | MCWIL SPORTS SURFACES INC | Rntl:Oth/RR:Bldgs/ANHS | 2,625.00 |
| 321106 | 1 | VANGUARD FLOORING INC | Rntl:Oth/RR:Bldgs/Castille | 2,757.50 |
| 321107 | 1 | PEARSON SCHOOL | InstMtls/SEOthIns/Dstrctwd | 1,825.22 |
| 321108 | 1 | SAN DIEGO COUNTY OFFICE OF ED | CnfrNonI/SupvAdmn/Dstrctwd | 50.00 |
| 321109 | | VOID | VOID | 0.00 |
| 321110 | 11 | OFFICE DEPOT | InstMtls/Instrctn/Dstrctwd | 3,500.00 |
| | | | SplsNonI/Sch Adm /Dstrctwd | 500.00 |
| 321111 | 1 | FLINN SCIENTIFIC INC | InstMtls/Instrctn/Tesoro | 3,966.40 |
| 321112 | 1 | APPLE COMPUTER INC | NonCapEq/SEOthIns/Dstrctwd | 435.92 |
| 321113 | 1 | SWEETMAN SYSTEMS | NonCapEq/SEOthIns/Dstrctwd | 2,171.08 |
| 321114 | 1 | CURRICULUM ASSOCIATES | InstMtls/SDCInstr/Dstrctwd | 3,026.95 |
| 321115 | 1 | COLLINS BUSINESS EQUIPMENT | Rnt&Repr/Aid:Inst/Dstrctwd | 500.00 |
| 321116 | 1 | GRANT LINK | Serv&Op /SupvAdmn/Dstrctwd | 1,600.00 |
| 321117 | 11 | DISCOUNT SCHOOL SUPPLY | InstMtls/Instrctn/Dstrctwd | 876.06 |
| 321118 | 1 | PC MALL GOV | Serv&Op /Instrctn/Dstrctwd | 6,716.25 |
| 321119 | 1 | STAPLES ADVANTAGE | InstMtls/SEOthIns/Dstrctwd | 242.74 |
| 321120 | 1 | SOUTHWEST SCHOOL SUPPLY | SplsNonI/Sch Adm /Cal Prep | 100.14 |
| 321121 | 1 | STAPLES ADVANTAGE | InstMtls/SEOthIns/Dstrctwd | 331.87 |
| 321122 | 70 | ASCIP | Serv&Op /Enterprs/Dstrctwd | 1,739,187.00 |
| 321123 | 1 | MNJ TECHNOLOGIES DIRECT INC | SplsNonI/TIS /Dstrctwd | 1,413.68 |
| 321124 | 23 | GOVERNMENT FINANCIAL | CnsltNon/Fac Acq /Dstrctwd | 200,000.00 |
| 321125 | 1 | PC MALL GOV | SplsNonI/TIS /Dstrctwd | 704.79 |
| 321126 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Reilly | 275.00 |
| 321127 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Bergeson | 149.00 |
| 321128 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/ArroyoEl | 253.00 |
| 321129 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Wagon Wh | 210.00 |
| 321130 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Tijeras | 255.00 |
| 321131 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Bathgate | 356.00 |
| 321132 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Del Obis | 145.00 |
| 321133 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Hiddn Hl | 105.00 |
| 321134 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Malcom | 207.00 |
| 321135 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/OsoGrand | 359.00 |
| 321136 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Marblehd | 213.00 |
| 321137 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Palisade | 161.00 |
| 321138 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Kinoshta | 562.00 |
| 321139 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Viejo | 108.00 |
| 321140 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Lgna Nig | 401.00 |
| 321141 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Don Juan | 125.00 |
| 321142 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Chaparal | 389.00 |
| 321143 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Oak Grv | 365.99 |
| 321144 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Wood Cyn | 230.99 |
| 321145 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/GrgWhite | 218.00 |
| 321146 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Lobo | 181.00 |
| 321147 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Ambuehl | 249.99 |
| 321148 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Moulton | 294.00 |

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2012-13 =====
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MELLO ROOS

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 |
|--------------------|------|------------------------------|----------------------------|--------------|
| 5177 | 98 | BERGMAN DACEY GOLDSMITH, | Legal /Fac Acq /SJHHS | 25,000.00 |
| 5178 | | VOID | VOID | 0.00 |
| 5179 | 87 | NINYO & MOORE | BI:CTest/Fac Acq /CVHS | 20,000.00 |
| 5180 | 87 | WLC ARCHITECTS INC | BI:Arch /Fac Acq /CVHS | 100.00 |
| 5181 | 87 | WLC ARCHITECTS INC | BI:Arch /Fac Acq /CVHS | 11,446.60 |
| 5182 | 88 | US BANK NATIONAL ASSOCIATION | Serv&Op /Fac Acq /Dstrctwd | 4,580.00 |
| 5183 | | VOID | VOID | 0.00 |
| 5184 | | VOID | VOID | 0.00 |
| 5185 | | VOID | VOID | 0.00 |
| 5186 | 87 | WLC ARCHITECTS INC | BI:Arch /Fac Acq /CVHS | 75,000.00 |
| 5187 | 87 | SAN DIEGO GAS & ELECTRIC | OthConst/Fac Acq /CVHS | 2,188.00 |
| 5188 | 87 | WLC ARCHITECTS INC | BI:Arch /Fac Acq /CVHS | 45,656.31 |
| 5189 | 87 | WLC ARCHITECTS INC | BI:Arch /Fac Acq /CVHS | 73,616.66 |
| 5190 | 87 | WLC ARCHITECTS INC | BI:Arch /Fac Acq /CVHS | 14,190.00 |
| 10 Purchase Orders | | | | \$271,777.57 |

Board of Trustees Purchase Order Listing
 ----- Fiscal Year: 2012-13 -----
 Board of Trustees Meeting.....AUGUST 20, 2012

| PO No. | Fund | Vendor | Description | Amount |
|--------|------|--------------------------------|----------------------------|-----------|
| 321149 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Benedict | 422.99 |
| 321150 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/LF Elem | 197.00 |
| 321151 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/RH Dana | 549.00 |
| 321152 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Crn Vlly | 145.00 |
| 321153 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/HankeyES | 218.00 |
| 321154 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Castille | 473.00 |
| 321155 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/CanViste | 679.00 |
| 321156 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/VdelMarE | 519.00 |
| 321157 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Concordi | 172.00 |
| 321158 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/Las Palm | 540.00 |
| 321159 | 1 | FOLLETT LIBRARY RESOURCES | Bks&Ref /Libr&Med/San Juan | 474.00 |
| 321160 | 1 | BENS ASPHALT | Rntl:Oth/RR:Bldgs/Reilly | 8,791.50 |
| 321161 | 1 | MCWIL SPORTS SURFACES INC | Rntl:Oth/Custodil/ANHS | 2,625.00 |
| 321162 | 1 | BRENDA CRARY | CnsltNon/GuidCnsl/Dstrctwd | 1,080.00 |
| 321163 | 1 | IRMA RAMIREZ GARCIA | CnsltNon/PrntPart/Dstrctwd | 540.00 |
| | | | CnsltNon/GuidCnsl/Dstrctwd | 540.00 |
| 321164 | 1 | TRICIA KRANTZ | CnsltNon/PrntPart/Dstrctwd | 540.00 |
| | | | CnsltNon/GuidCnsl/Dstrctwd | 540.00 |
| 321165 | 1 | PRAXAIR | Serv&Op /Instrctn/ANHS | 1,000.00 |
| 321166 | 1 | PROFESSIONAL TUTORS OF AMERICA | CnsltIns/Instrctn/Dstrctwd | 31,304.00 |
| 321167 | 1 | YMCA OF ORANGE COUNTY | CnsltIns/Instrctn/Viejo | 25,000.00 |
| | | | Subagrmt/Instrctn/Viejo | 70,000.00 |
| 321168 | 1 | YMCA OF ORANGE COUNTY | CnsltIns/Instrctn/Kinoshta | 25,000.00 |
| | | | Subagrmt/Instrctn/Kinoshta | 75,500.76 |
| 321169 | 1 | YMCA OF ORANGE COUNTY | CnsltIns/Instrctn/San Juan | 25,000.00 |
| | | | Subagrmt/Instrctn/San Juan | 75,500.76 |
| 321170 | 1 | YMCA OF ORANGE COUNTY | CnsltIns/Instrctn/RH Dana | 25,000.00 |
| | | | Subagrmt/Instrctn/RH Dana | 75,500.76 |
| 321171 | 1 | HERITAGE SCHOOLS INC | Residtl /NPS /Dstrctwd | 612.00 |
| 321172 | 12 | CHRISTINE E. STEIN | CnsltIns/Instrctn/Dstrctwd | 25,000.00 |
| | | | Subagrmt/Instrctn/Dstrctwd | 17,000.00 |
| 321173 | 1 | TAISEI CONSTRUCTION CO. | Legal /Purch /Dstrctwd | 3,000.00 |

720 Purchase Orders \$31,686,905.59

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....AUGUST 20, 2012

| Warrant Number | Name of Payee | Reference Number | Amount |
|----------------|--------------------------------|------------------|-----------|
| 177242 | COMMERCIAL FENCE & IRON WORKS | CL-120627 | 1,200.00 |
| 177243 | CONSOLIDATED ELECT DISTR | CL-120585 | 411.97 |
| 177244 | PACIFIC MOBILE HOME CONS | CL-120628 | 808.80 |
| 177245 | US BANK CORP PAYMENT SYSTEM | CL-120361 | 137.80 |
| | | CL-120362 | 1,834.00 |
| | | CL-120363 | 114.99 |
| | | CL-120364 | 259.00 |
| | | CL-120365 | 43.09 |
| | | CL-120367 | 69.87 |
| | | CL-120368 | 59.98 |
| | | CL-120369 | 189.99 |
| | | CL-120370 | 379.98 |
| | | CL-120371 | 6.15 |
| | | CL-120372 | 1,400.61 |
| | | CL-120373 | 1,098.89 |
| | | CL-120374 | 328.40 |
| | | CL-120375 | 72.57 |
| | | CL-120376 | 299.99 |
| | | CL-120378 | 61.94 |
| | | CL-120379 | 352.79 |
| | | CL-120380 | 177.97 |
| | | CL-120382 | 80.53 |
| | | CL-120383 | 190.36 |
| | | CL-120384 | 57.80 |
| 177246 | CAPISTRANO UNIFIED SCHOOL DIST | CL-120835 | 66,225.61 |
| | | PO-320116 | 956.38 |
| 177247 | CORVEL CORPORATION | CL-120836 | 2,854.20 |
| | | CL-120837 | 300.71 |
| 177248 | MOULTON NIGUEL WATER | CL-120255 | 17,804.77 |
| 177249 | SAN DIEGO GAS & ELECTRIC | CL-120258 | 35,479.44 |
| 177250 | SANTA MARGARITA WATER | CL-120259 | 1,508.70 |
| 177251 | SO CAL GAS CO | CL-120260 | 2,994.26 |
| 177252 | SOUTHERN CALIFORNIA EDISON | CL-120262 | 76,697.22 |
| 177253 | JONES LANG LASALLE BROKERAGE | PO-315651 | 31,954.09 |
| 177254 | BRENTLINGER, JODEE | PV-130023 | 1,073.40 |
| 177255 | DELFS, RUTH | PV-130024 | 1,825.00 |
| 177256 | ENTWISTLE, MARLA | PV-130025 | 336.27 |
| 177257 | ANDERSON, MATTHEW | CL-120593 | 81.00 |
| 177258 | AURIEMMA, DANIELLE | CL-120594 | 94.00 |
| 177259 | BARTON, NOLAN | CL-120595 | 92.00 |
| | | CL-120596 | 69.00 |
| 177260 | CHIU, KYLE | CL-120597 | 69.00 |
| 177261 | CHOPIN, DULCE | CL-120598 | 30.00 |
| 177262 | CO, KEVIN | CL-120599 | 20.00 |
| 177263 | CRADDICK, ANDREW | CL-120600 | 140.00 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
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| Warrant Number | Name of Payee | Reference Number | Amount |
|----------------|----------------------------|------------------|--------|
| 177264 | DAOUSSIS, AIDAN | CL-120601 | 87.00 |
| 177265 | DEAMON, MITCHELL | CL-120602 | 69.00 |
| 177266 | ENGLAND, TAYLOR | CL-120603 | 117.00 |
| 177267 | GIBSON, INDIGO | CL-120604 | 15.00 |
| 177268 | GRANT, BRITTANY | CL-120605 | 22.00 |
| 177269 | GRIFFIN-ULIBARRI, NYA | CL-120606 | 85.00 |
| 177270 | JIMENEZ, ASHLEY | CL-120607 | 16.00 |
| 177271 | KRUPINSKI, BRETT | CL-120608 | 28.00 |
| 177272 | LULL, REAGAN | CL-120609 | 84.00 |
| 177273 | LUSH, COLETTE | CL-120610 | 15.00 |
| 177274 | LYNCH, KYNDAL | CL-120611 | 15.00 |
| 177275 | MCNAIR, CHRISTINE | CL-120612 | 82.00 |
| 177276 | NGUYEN, VICTORIA | CL-120613 | 42.00 |
| 177277 | PASCHALL, MEGAN | CL-120614 | 84.00 |
| 177278 | PRIESTLY, CASSIDY | CL-120615 | 92.00 |
| 177279 | RICKABUS, TAYLOR | CL-120616 | 15.00 |
| 177280 | RIMMEY, COLLIN | CL-120617 | 84.00 |
| 177281 | SAFAI, KOUROSH | CL-120618 | 31.00 |
| 177282 | SHERLINE, MACY | CL-120619 | 94.00 |
| 177283 | TALLEY, EVAN | CL-120620 | 38.00 |
| 177284 | VLAHOS, STEVEN | CL-120621 | 20.00 |
| 177285 | VOCE, MICHAEL | CL-120622 | 84.00 |
| 177286 | ZAURI, CHRIS | CL-120623 | 87.00 |
| 177287 | MCCARTER, JENNIFER | CL-120625 | 315.00 |
| 177288 | BRISTOW, JEFFREY | CL-120624 | 10.00 |
| 177289 | ADAMS, KARA | CL-120401 | 243.29 |
| 177290 | ALVARADO, CYNTHIA | CL-120402 | 274.17 |
| | | CL-120403 | 147.63 |
| | | CL-120404 | 105.45 |
| 177291 | BANH, JULIE/NAM | CL-120405 | 943.59 |
| | | CL-120406 | 471.79 |
| 177292 | BANNERMAN, CARY & KELLY | CL-120407 | 113.22 |
| | | CL-120408 | 166.06 |
| 177293 | BATES, GILDA OR MARK | CL-120409 | 153.85 |
| 177294 | BAUER, ADAM OR GINA | CL-120410 | 76.72 |
| 177295 | BECERRIL, ARTURO OR BLANCA | CL-120411 | 72.55 |
| 177296 | BOYER, DAVID OR MELISSA | CL-120412 | 149.94 |
| 177297 | BRESSLER, ERIC & KATHY | CL-120413 | 251.04 |
| 177298 | BROCKMEIER, SHAUNA OR PAUL | CL-120414 | 107.98 |
| | | CL-120415 | 90.93 |
| | | CL-120416 | 119.35 |
| | | CL-120417 | 85.25 |
| | | CL-120418 | 107.98 |
| 177299 | BROWN, BURTON OR PENELOPE | CL-120419 | 158.51 |
| 177300 | BURNETT, MARIE AND/OR MARK | CL-120420 | 983.22 |

Board of Trustees Warrant Listing
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| Warrant Number | Name of Payee | Reference Number | Amount |
|----------------|-----------------------------|------------------|--------|
| 177301 | CAPAY, PONCIANO OR MARIA | CL-120421 | 71.22 |
| | | CL-120422 | 195.85 |
| | | CL-120423 | 142.44 |
| | | CL-120424 | 195.85 |
| 177302 | CONDIE, ERIC OR CHARLOTTE | CL-120428 | 156.78 |
| 177303 | CROWELL, BRIDGETTE | CL-120430 | 531.47 |
| | | CL-120431 | 252.45 |
| 177304 | DEVINE, KELLY | CL-120433 | 235.12 |
| 177305 | DICK, CRAIG OR BILLIE | CL-120434 | 289.98 |
| 177306 | DOUGHERTY, EDNA | CL-120435 | 419.54 |
| 177307 | EASTMAN, STEPHEN OR TARA | CL-120436 | 267.64 |
| | | CL-120437 | 182.48 |
| 177308 | FOLZ, WILLIAM OR JESSICA | CL-120439 | 166.23 |
| | | CL-120440 | 228.57 |
| 177309 | GARBINO, JOHN/HYUN HI | CL-120444 | 835.65 |
| 177310 | GUZMAN GARCIA, OMAR | CL-120445 | 188.81 |
| 177311 | HAMBLIN, GARY OR RHONDA | CL-120446 | 146.85 |
| | | CL-120447 | 215.38 |
| 177312 | HENRY, SAMANTHA | CL-120448 | 197.82 |
| 177313 | KARPUS, DAVID OR MARY | CL-120449 | 366.30 |
| 177314 | KEENE, SEAN OR TIFFANY | CL-120450 | 115.75 |
| 177315 | KICHLINE, KEITH & KYLA | CL-120451 | 195.80 |
| | | CL-120452 | 184.93 |
| | | CL-120453 | 228.44 |
| | | CL-120454 | 163.17 |
| | | CL-120455 | 228.44 |
| 177316 | LOUIE, DARRYL OR CATHERINE | CL-120456 | 157.84 |
| 177317 | MC EACHRAN, KYLE OR MELISSA | CL-120457 | 225.89 |
| 177318 | OLESINSKI, KEN OR CYNTHIA | CL-120441 | 326.78 |
| | | CL-120442 | 81.70 |
| | | CL-120443 | 359.46 |
| 177319 | PETERSEN, DAVID OR LORIE | CL-120458 | 172.16 |
| 177320 | QUENGA, JOSEPH OR TRACY | CL-120459 | 897.90 |
| | | CL-120460 | 598.60 |
| 177321 | RETTBERG, HELEN | CL-120461 | 278.39 |
| | | CL-120462 | 202.46 |
| | | CL-120463 | 76.19 |
| | | CL-120464 | 317.46 |
| | | CL-120465 | 216.45 |
| | | CL-120466 | 104.78 |
| 177322 | RODAS, PHILLIP AND CAROLYN | CL-120467 | 107.56 |
| 177323 | ROTH, JAY &/OR KERI | CL-120468 | 276.92 |
| 177324 | STEBENNE, STUART/LISA | CL-120469 | 139.19 |
| 177325 | TRITZ, RICHARD &/OR JULIE | CL-120470 | 196.74 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
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| Warrant Number | Name of Payee | Reference Number | Amount |
|----------------|--------------------------------|------------------|--------|
| 177326 | VAN EKELENBURG, DEL OR NOOSHIN | CL-120471 | 105.23 |
| | | CL-120472 | 84.18 |
| | | CL-120473 | 89.44 |
| 177327 | VO, TRUC OR KELLY | CL-120474 | 59.94 |
| | | CL-120475 | 104.90 |
| 177328 | ADAMSON, CORAL | CL-120504 | 56.61 |
| 177329 | AFROUZEH, GOLY | CL-120505 | 6.66 |
| 177330 | ALLEN, MELISSA | CL-120506 | 7.77 |
| 177331 | ANTONIUS, LYNDA | CL-120507 | 65.49 |
| 177332 | ARGENT, HEIDI | CL-120508 | 7.77 |
| 177333 | BENE, CHERI | CL-120509 | 171.50 |
| 177334 | BIRKINSHAW, SANDY | CL-120510 | 76.59 |
| 177335 | BLAND, LISA | CL-120511 | 68.82 |
| 177336 | BLITCH, KRISTA | CL-120512 | 129.87 |
| 177337 | CARDIN, PATTI | CL-120514 | 53.28 |
| 177338 | DEWEES, JULIA K | CL-120515 | 15.54 |
| 177339 | FITZSIMMONS, KATHLEEN | CL-120516 | 101.01 |
| 177340 | GAMMELL, MARK | CL-120517 | 22.20 |
| 177341 | GONZALEZ, HENRY DAVID | CL-120518 | 26.64 |
| 177342 | HALL, SHEILA | CL-120521 | 195.92 |
| 177343 | HANINGER, CORRINE | CL-120522 | 53.28 |
| 177344 | HANSCOME, LINDSEY | CL-120519 | 17.76 |
| 177345 | HAUN, BARBARA | CL-120523 | 98.24 |
| 177346 | HERTZ, JANA | CL-120526 | 185.37 |
| 177347 | HWANG, POLLY | CL-120525 | 17.76 |
| 177348 | JACOBS, ALLISON | CL-120527 | 202.58 |
| 177349 | JENKINS, ERIN | CL-120524 | 6.66 |
| 177350 | JERZ, SARAH | CL-120528 | 78.26 |
| 177351 | KOPELSON, KATHLEEN | CL-120529 | 206.46 |
| 177352 | LABAC, JULIE | CL-120520 | 33.30 |
| 177353 | LACHEMANN, DINA | CL-120530 | 102.68 |
| 177354 | LAIDLEY, JOANIE | CL-120531 | 164.84 |
| 177355 | MAGWOOD, DONNA KATHERINE | CL-120532 | 19.98 |
| 177356 | MARZOLO, GARY | CL-120533 | 39.96 |
| 177357 | MCCARTHY, ANNA | CL-120534 | 135.98 |
| 177358 | MILLER, MARIE T. | CL-120535 | 233.66 |
| 177359 | MORAND, CARA | CL-120536 | 83.81 |
| 177360 | PLACE, SUSAN | CL-120538 | 21.09 |
| 177361 | RAFF, DEIDRE | CL-120539 | 122.10 |
| 177362 | SCHOOLER, DEBORAH | CL-120540 | 141.53 |
| 177363 | SHICK, ALLISON | CL-120541 | 230.88 |
| 177364 | SMITH, ANNE | CL-120542 | 137.64 |
| 177365 | SOLTIS, PAMELA | CL-120543 | 245.87 |
| 177366 | SZCZUDLAK, LISA | CL-120544 | 41.63 |
| 177367 | THOMPSON, LAURA | CL-120545 | 62.16 |

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|-------------------|------------------------|---------------------|----------|
| 177368 | WILSON, DEBBIE | CL-120546 | 15.54 |
| 177369 | BROWNE, CAROLE | CL-120513 | 286.38 |
| 177370 | PEREZ, VIRGINIA | CL-120537 | 104.34 |
| 177371 | BROWNE, CAROLE | CL-120548 | 35.52 |
| 177372 | CARLISLE, TERESA | CL-120549 | 29.97 |
| 177373 | CARRILLO, ANDREA | CL-120550 | 235.88 |
| 177374 | COPPAGE, CARRI | CL-120551 | 112.11 |
| 177375 | DIXON, AURORA | CL-120552 | 61.05 |
| 177376 | EATON, ANDREA | CL-120553 | 14.43 |
| 177377 | FINNSSON, JAMIE | CL-120554 | 37.74 |
| 177378 | GONG, PHOEBE | CL-120555 | 169.28 |
| 177379 | HARRIS, LORI | CL-120556 | 36.63 |
| 177380 | HAYES, NATALIE | CL-120557 | 7.77 |
| 177381 | HESSSELTINE, CHRISTINA | CL-120559 | 159.84 |
| 177382 | HIGHTOWER, SHERLIN | CL-120560 | 87.69 |
| 177383 | HILL, DAWN | CL-120561 | 209.24 |
| 177384 | JONES, JOSEPH | CL-120562 | 115.44 |
| 177385 | KARL-DIXON, SUSAN | CL-120563 | 37.74 |
| 177386 | KELLMAN, KATHLEEN | CL-120564 | 179.27 |
| 177387 | KENNEY, VALERIE | CL-120565 | 63.83 |
| 177388 | KIMINAS, ANTHONY | CL-120566 | 185.93 |
| 177389 | KLISTER, PAMELA | CL-120567 | 78.26 |
| 177390 | LEWIS, DAWN | CL-120568 | 31.08 |
| 177391 | MANZOTTI, MARIA | CL-120569 | 83.64 |
| 177392 | MEYERS, AMY | CL-120570 | 1,225.44 |
| 177393 | MITCHELL, KAREN P | CL-120571 | 400.16 |
| 177394 | NULL, LAURA | CL-120572 | 26.64 |
| 177395 | ONDRYAS, BRIANNA | CL-120573 | 264.74 |
| 177396 | PANNING LA BATE | CL-120574 | 83.81 |
| 177397 | PATERSON, ELIZABETH | CL-120575 | 134.31 |
| 177398 | RODRIGUEZ, MICHELLE | CL-120576 | 99.90 |
| 177399 | SELIKSON, DEBBIE | CL-120577 | 25.53 |
| 177400 | SHAH, RANA | CL-120578 | 101.01 |
| 177401 | SUNICO, MA REGINA | CL-120579 | 314.13 |
| 177402 | TURNERY, JASON | CL-120580 | 34.97 |
| 177403 | WATSON, CHRISTY | CL-120558 | 22.20 |
| 177404 | WEIS-DAUGHERTY, DENISE | CL-120581 | 192.50 |
| 177405 | WIEDEMAN, LORI | CL-120582 | 117.66 |
| | | CL-120583 | 61.61 |
| 177406 | WORKMAN, KEN | CL-120584 | 117.66 |
| 177407 | BROCKMAN, CARY | CL-120547 | 254.19 |
| 177408 | ABASY, HAWA | CL-120748 | 15.00 |
| 177409 | ACLE, ASHLEY | CL-120749 | 84.00 |
| 177410 | ALLGOOD, GARY & MARIA | CL-120750 | 15.00 |
| 177411 | ANDERSON, SEAN | CL-120751 | 77.00 |

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|-------------------|-----------------------|---------------------|--------|
| 177412 | BARYS, JEANNE | CL-120752 | 16.00 |
| 177413 | BUONAURO, GINA | CL-120753 | 71.00 |
| 177414 | BURWELL, KEILA | CL-120754 | 85.00 |
| 177415 | BUSCEMI, MATTHEW | CL-120755 | 81.00 |
| 177416 | CANNING, KEITH | CL-120756 | 15.00 |
| 177418 | CARLSON, EMILY | CL-120757 | 84.00 |
| 177419 | CASARRUBIAS, TOMMY | CL-120758 | 68.00 |
| 177420 | CHOPPA, ADRIAN | CL-120759 | 104.00 |
| 177421 | CORNE, KAITLIN | CL-120760 | 66.00 |
| 177422 | CROOK, MARY | CL-120761 | 18.00 |
| 177423 | DELGADO, ANTHONY | CL-120762 | 13.00 |
| 177424 | EAST, NOAH | CL-120763 | 15.00 |
| 177425 | ESMAILI, NIEKI | CL-120764 | 13.00 |
| 177426 | FREY, OLIVIA | CL-120767 | 100.00 |
| 177427 | FRIEDMAN, ALYSSA | CL-120768 | 70.00 |
| 177428 | FUKUBAYASHI, JAMES | CL-120769 | 88.00 |
| 177429 | GALLAHI, DELARA | CL-120765 | 80.00 |
| 177430 | GARCIA, JORGE | CL-120770 | 80.00 |
| 177431 | GOMEZ, ANGEL | CL-120771 | 18.00 |
| 177432 | GUTIERREZ, FRANCOIS | CL-120772 | 15.00 |
| 177433 | HENDERSON, SPENCER | CL-120773 | 20.00 |
| 177434 | HOBSON, TANNER | CL-120775 | 77.00 |
| 177435 | HOBSON, WILLIAM | CL-120774 | 82.00 |
| 177436 | HUMPHREY, CASSIDY | CL-120776 | 15.00 |
| 177437 | HURLEY, KEVIN | CL-120778 | 100.00 |
| 177438 | JAGERMAN, ISABEL | CL-120779 | 82.00 |
| 177439 | JARRARD, MELANIE | CL-120780 | 15.00 |
| 177440 | JIMENEZ, ASHLEY | CL-120781 | 16.00 |
| 177441 | JOHNSON, KAYLI RENE | CL-120782 | 20.00 |
| 177442 | KATZ, BRIAN | CL-120783 | 30.00 |
| 177443 | KAZI, SAMRA | CL-120784 | 13.00 |
| 177444 | KRUSE, ADRIENNE | CL-120785 | 90.00 |
| 177445 | LACOMBE, LEANNE | CL-120786 | 60.00 |
| 177446 | LANDINGHAM, LINDSEY | CL-120787 | 18.00 |
| 177447 | LOGAN, MICHAEL | CL-120788 | 18.00 |
| 177448 | MACCARO, CIARA | CL-120789 | 84.00 |
| 177449 | MAJANO, NICHOLAS | CL-120791 | 88.00 |
| 177450 | MANOR, SHARRIN SIGGAL | CL-120790 | 12.00 |
| 177451 | MARTINEZ, NICHOLAS | CL-120792 | 30.00 |
| 177452 | MCCARTHY, MALLORY | CL-120793 | 80.00 |
| 177453 | MCCARTHY, RYAN | CL-120794 | 119.00 |
| 177454 | MCCARTY, JOSEPH | CL-120795 | 80.00 |
| 177455 | MCLEMORE, KAYLA | CL-120796 | 87.00 |
| 177456 | MCLEROY, SABRINA | CL-120797 | 10.00 |
| 177457 | MCREYNOLDS, ALEC | CL-120798 | 81.00 |

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|-------------------|--------------------------------|---------------------|----------|
| 177458 | MCROBERTS, CONNOR | CL-120799 | 145.00 |
| 177459 | MENZHUBER, JAKE | CL-120800 | 117.00 |
| 177460 | MEYER, JASMINE | CL-120801 | 31.00 |
| 177461 | MILLS, JARED | CL-120802 | 88.00 |
| 177462 | MITCHELL, TAYLOR | CL-120803 | 81.00 |
| 177463 | MONTOYA, MELISSA | CL-120804 | 81.00 |
| 177464 | MUELLER, AMANDA | CL-120805 | 15.00 |
| 177465 | MULLA-LAWRENCE, MIRIAH | CL-120806 | 20.00 |
| 177466 | NIKKI, SEAN | CL-120807 | 16.00 |
| 177467 | NUWEY, MARTIN | CL-120808 | 16.00 |
| 177468 | O'KEEFE, RYAN | CL-120809 | 20.00 |
| 177469 | PAUL, ALEXANDER | CL-120811 | 89.00 |
| 177470 | PAUL, DILLON | CL-120810 | 80.00 |
| 177471 | RAU, TIMOTHY | CL-120812 | 84.00 |
| 177472 | ROMANOWSKI, MEGAN | CL-120813 | 114.00 |
| 177473 | ROSAS, CHRISTIAN | CL-120814 | 10.00 |
| 177474 | ROWLANDS, ARIANA ELISE | CL-120815 | 15.00 |
| 177475 | SANCHEZ, OMAR | CL-120816 | 12.00 |
| 177476 | SEWELL, KEENAN | CL-120817 | 76.00 |
| 177477 | SHALEMI, EDREES | CL-120818 | 81.00 |
| 177478 | SORIANO, MARION | CL-120819 | 104.00 |
| 177479 | SPRALJA, DYLAN | CL-120820 | 81.00 |
| 177480 | STILLER, STEPHANIE | CL-120821 | 70.00 |
| 177481 | STOUT, DIMITRI | CL-120822 | 16.00 |
| 177482 | TANCAS, LUCAS | CL-120823 | 80.00 |
| 177483 | TARICHE, CARLOS | CL-120824 | 81.00 |
| 177484 | THOMPSON, DYLAN | CL-120825 | 18.00 |
| 177485 | TIEGEN, CAMILLE | CL-120826 | 94.00 |
| 177486 | UNGER, MELISSA | CL-120827 | 15.00 |
| 177487 | VELLANDI, ANGELLA | CL-120828 | 90.00 |
| 177488 | VITRO, BLYTHE | CL-120829 | 68.50 |
| 177489 | WHITE, NATHAN HARLAN | CL-120830 | 20.00 |
| 177490 | ZADEH, DANIEL | CL-120831 | 16.00 |
| 177491 | ZHOU, MICHAEL | CL-120832 | 42.00 |
| 177492 | CENTER FOR AUTISM & | CL-120649 | 214.77 |
| | | CL-120650 | 347.25 |
| 177493 | EDUCATIONAL BASED SERVICES | CL-120661 | 2,115.86 |
| 177494 | FARRELL, MIN KIM AND DONALD | CL-120112 | 1,050.00 |
| | | CL-120113 | 1,200.00 |
| 177495 | LEE, EUNJUNG AND/OR DAEHOE | CL-120670 | 121.08 |
| 177496 | MARDAN CENTER OF ED | CL-120673 | 2,580.00 |
| 177497 | MC ILVAIN, PATRICK & STEPHANIE | CL-120675 | 1,075.91 |
| 177498 | MENDE PSY.D, SYLVIA | CL-120677 | 5,602.50 |

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|----------------|--------------------------------|------------------|------------|
| 177499 | OAK GROVE INSTITUTE | CL-120679 | 1,427.47 |
| | | CL-120680 | 1,167.93 |
| | | CL-120683 | 1,687.01 |
| | | CL-120684 | 1,687.01 |
| 177500 | OCEANVIEW SCHOOL | CL-120398 | 364.00 |
| | | CL-120400 | 2,916.00 |
| | | CL-120686 | 3,360.00 |
| | | CL-120687 | 4,720.00 |
| | | CL-120688 | 3,528.00 |
| | | CL-120689 | 4,840.00 |
| | | CL-120690 | 684.00 |
| | | CL-120691 | 2,128.00 |
| | | CL-120692 | 3,409.00 |
| | | CL-120693 | 619.00 |
| | | CL-120694 | 4,028.00 |
| | | CL-120695 | 3,816.00 |
| | | CL-120696 | 3,943.00 |
| | | CL-120697 | 233.00 |
| | | CL-120698 | 410.00 |
| | | CL-120699 | 4,028.00 |
| | | CL-120700 | 4,268.00 |
| | | CL-120701 | 4,600.00 |
| 177501 | OKIN, BARBARA & STUART | CL-120702 | 1,108.29 |
| 177502 | ORANGE CTY DEPT EDUC | CL-120706 | 211,986.08 |
| | | CL-120709 | 28,849.32 |
| 177503 | PARADIGM HEALTH CARE SERVICES | CL-120717 | 6,411.25 |
| 177504 | PASSARO, DR. PERRY DAVID | CL-120718 | 3,565.00 |
| 177505 | PYRAMID AUTISM CENTER | CL-120721 | 4,500.00 |
| 177506 | RAINBOW CONNECTION | CL-120722 | 309.00 |
| 177507 | SPEECH & LANGUAGE DEVEL | CL-120728 | 6,998.50 |
| | | CL-120729 | 10,052.00 |
| | | CL-120730 | 9,980.25 |
| | | CL-120731 | 5,786.41 |
| | | CL-120732 | 925.34 |
| | | CL-120733 | 8,492.88 |
| 177508 | THERAPEUTIC EDUCATION CENTER | CL-120736 | 1,720.00 |
| 177509 | YELLOWSTONE BOYS & GIRLS RANCH | CL-120745 | 1,044.75 |
| | | CL-120746 | 6,300.00 |
| | | CL-120747 | 7,344.75 |

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|----------------|--------------------------------|------------------|-----------|
| 177510 | A Z BUS SALES INC | CL-120043 | 934.89 |
| | | CL-120044 | 35.02 |
| | | CL-120045 | 19,491.98 |
| | | CL-120335 | 393.13 |
| | | CM-130004 | 254.52- |
| | | CM-130005 | 75.91- |
| | | CM-130006 | 62.70- |
| 177511 | ACSA/FOUNDATION FOR EDUC | PO-320064 | 1,525.00 |
| 177512 | ASSOCIATION OF CALIFORNIA | CL-120048 | 520.00 |
| 177513 | CAL-STATE AUTO PARTS INC | CL-120059 | 493.55 |
| | | CL-120340 | 107.76 |
| | | CM-130003 | 107.76- |
| 177514 | CAPISTRANO GOLF CARS | CL-120850 | 3,233.43 |
| 177515 | CINTAS CORP | PO-320245 | 60.56 |
| | | PO-320319 | 647.54 |
| 177516 | CODESP | PO-320032 | 1,850.00 |
| 177517 | CREATIVE CONTRACTORS CORP | CL-120342 | 850.00 |
| 177518 | DAY LITE MAINTENANCE | CL-120851 | 3,596.54 |
| 177519 | ENET COMPONENTS INC | PO-320354 | 113.00 |
| 177520 | FEDERAL EXPRESS CORP | CL-120852 | 372.70 |
| 177521 | FLINN SCIENTIFIC INC | CL-120853 | 105.83 |
| 177522 | GUNTHER'S ATHLETIC | CL-120350 | 1,143.67 |
| | | CL-120855 | 9,494.49 |
| 177523 | HASLER INC. | PO-320139 | 394.37 |
| 177524 | IDEAL COMPUTER SOUTH | PO-320147 | 6,567.60 |
| 177525 | JOHNSTONE SUPPLY | CL-120359 | 1,610.25 |
| 177526 | LAWNMOWERS ETC | CL-120858 | 1,764.07 |
| 177527 | DEPARTMENT OF JUSTICE | CL-120859 | 687.00 |
| | | CL-120860 | 1,250.00 |
| 177528 | ENTERPRISE FLEET SERVICES | CL-120861 | 2,308.29 |
| 177529 | JFK TRANSPORTATION CO INC | CL-120630 | 910.00 |
| | | CL-120631 | 337.50 |
| 177530 | LEGOLAND CALIFORNIA RESORT | CL-120862 | 504.00 |
| 177531 | ORANGE COUNTY DEPT OF EDUCATIO | CL-120863 | 405.00 |
| 177532 | Capistrano Connections Academy | CL-120425 | 50.55 |
| | | CL-120426 | 11.48 |
| 177533 | OPPORTUNITY FOR LEARNING | CL-120427 | 3.88 |
| | | CL-120429 | 1.90 |
| | | CL-120432 | 720.00 |
| | | CL-120438 | 257.00 |
| | | CL-120840 | 1,618.38 |
| | | CL-120841 | 4,294.75 |
| 177534 | APPLE COMPUTER INC | CL-120637 | 11,542.88 |
| 177535 | BARBER & GONZALES CONSULTING | CL-120865 | 2,774.81 |
| 177536 | DELL FINANCIAL SERVICES | CL-120659 | 19,222.06 |

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| 177537 | ORANGE COUNTY SHERIFF DEPT | CL-120713 | 2,103.02 |
| 177538 | MAIER INTERNATIONAL INC | CL-120476 | 1,465.00 |
| | | CL-120477 | 1,534.00 |
| | | CL-120478 | 1,711.00 |
| | | CL-120479 | 3,481.00 |
| 177539 | MOORE'S SEWING MACHINE | CL-120480 | 140.47 |
| 177540 | NEUPAC RESOURCES INC | PO-320136 | 2,471.20 |
| 177541 | NILES BIOLOGICAL | CL-120481 | 63.18 |
| 177542 | ONE STOP BINDERY | PO-320119 | 5,976.75 |
| 177543 | ORANGE CTY TANK TESTING | CL-120842 | 1,500.00 |
| 177544 | PACWEST AIR FILTER | PO-320393 | 15,622.44 |
| 177545 | PATTERSON MEDICAL/ SAMMONS | CL-120482 | 360.84 |
| 177546 | PUBLIC SURPLUS | CL-120483 | 518.60 |
| 177547 | R&S SOIL PRODUCTS INC | CL-120484 | 2,927.40 |
| | | CL-120843 | 4,966.90 |
| 177548 | SELECT EQUIPMENT SALES INC | CL-120326 | 1,138.36 |
| 177549 | SIMPLEX GRINNELL LP | CL-120485 | 2,866.42 |
| | | CL-120486 | 1,319.10 |
| 177550 | SKYLINE PEST CONTROL | CL-120844 | 330.00 |
| 177551 | SMART & FINAL | PO-320371 | 82.22 |
| 177552 | SOUTHWEST SCHOOL SUPPLY | CL-120487 | 344.28 |
| | | CL-120488 | 52.08 |
| | | CL-120489 | 233.89 |
| | | CL-120490 | 5.93 |
| | | CL-120491 | 19.92 |
| | | CL-120492 | 227.84 |
| | | CL-120493 | 48.66 |
| | | CL-120494 | 3.20 |
| | | CL-120495 | 322.14 |
| | | CL-120496 | 882.59 |
| | | CL-120497 | 878.19 |
| | | CL-120498 | 30.17 |
| | | CL-120499 | 231.80 |
| | | CL-120500 | 344.75 |
| | | CL-120501 | 250.00 |
| | | CL-120502 | 26.04 |
| | | CL-120586 | 151.68 |
| | | CL-120587 | 258.98 |
| 177553 | SPICERS PAPER CO | PO-320143 | 1,291.87 |
| 177554 | TRUCPAR CO | CL-120215 | 777.35 |
| 177555 | TUTTLE-CLICK FORD | CL-120216 | 2,897.25 |
| | | CL-120951 | 4,685.93 |
| 177556 | UNITED RENTALS | CL-120217 | 675.39 |
| | | CL-120270 | 34.19 |

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| 177557 | VERIZON WIRELESS | CL-120218 | 259.25 |
| | | CL-120219 | 150.10 |
| | | CL-120220 | 114.03 |
| | | CL-120221 | 134.88 |
| 177558 | VISTA PAINT CORP | CL-120222 | 225.34 |
| 177559 | WATERLINES TECHNOLOGIES INC | CL-120229 | 1,179.95 |
| | | CL-120230 | 9,420.33 |
| 177560 | WAXIE | CL-120231 | 380.16 |
| | | CL-120849 | 6,304.67 |
| | | CM-130007 | 2,208.86- |
| 177561 | WEST COAST SOUND SERVICE | CL-120233 | 13,875.00 |
| 177562 | WOODWIND & BRASSWIND | CL-120503 | 12.19 |
| | | CL-120588 | 3.85 |
| 177563 | SPARKLETTS | CL-120632 | 2.51 |
| | | CL-120847 | 27.17 |
| | | CL-120848 | 4.06 |
| 177564 | WELCH ALLYN INC | CL-120232 | 400.00 |
| 177565 | CAPISTRANO LAGUNA BEACH ROP | CL-120866 | 2,770.46 |
| | | CL-121007 | 24,999.00 |
| | | CL-121008 | 43,830.00 |
| 177566 | STATE BD EQUALIZATION | CL-120864 | 1,210.00 |
| 177567 | CONNECTICUT GEN LIFE INS CO | PO-320140 | 14,794.44 |
| 177568 | CONNECTICUT GENERAL LIFE | PO-320114 | 36,024.96 |
| 177569 | ANTIFAE, DONNA | CL-120875 | 6.00 |
| 177570 | BARI, KATHY | CL-120881 | 316.32 |
| 177571 | BARRETT, JAN | CL-120879 | 35.41 |
| 177572 | BENNETT, KATHLEEN | CL-120392 | 198.69 |
| 177574 | CHAMBERLAIN, DAVID | CL-120877 | 171.40 |
| 177575 | CHEN, WAN-LING | CL-120391 | 596.07 |
| 177576 | CRUZ, DELIA | CL-120387 | 33.68 |
| 177577 | EIB, COREY | CL-120388 | 228.83 |
| 177578 | ENGLISH, MICHELLE | CL-120393 | 92.80 |
| 177579 | HOLLIDAY, SUSAN | CL-120883 | 316.32 |
| 177580 | PLUMMER, TYE | CL-120389 | 1,000.00 |
| 177581 | SEMAAN, SAMAR | CL-120390 | 397.38 |
| 177582 | SMEGAL, PAM | CL-120397 | 63.29 |
| 177583 | BERRY, SCOTT AND/OR JAIME | CL-120918 | 1,161.05 |
| 177584 | FARRELL, MIN KIM AND DONALD | CL-120112 | 450.00 |
| 177585 | JEMILETH AND MARK DIPKO | CL-120919 | 255.00 |
| 177586 | KIDS INSTITUTE FOR DEVELOPMENT | CL-120921 | 4,830.00 |
| | | CL-120922 | 3,600.00 |
| 177587 | ORANGE COUNTY DEPT OF EDUCATIO | CL-120923 | 90.00 |
| 177588 | OXFORD TUTORING CENTER | CL-120716 | 9,282.48 |
| | | CL-120924 | 236.18 |
| 177589 | PLIHA SPEECH & LEARNING CENTER | CL-120925 | 2,465.00 |

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| 177590 | PRESLEY, EDWARD AND/OR DONNA | CL-120926 | 935.00 |
| 177591 | TERI INC | CL-120927 | 3,995.17 |
| 177592 | THERAPEUTIC EDUCATION CENTER | CL-120928 | 1,075.00 |
| 177593 | COUNTY OF ORANGE-WASTE MNGT | CL-120251 | 1,240.22 |
| 177594 | FRAZLIUS, JACQUELINE | PV-130028 | 15.00 |
| 177595 | SAN DIEGO GAS & ELECTRIC | CL-120258 | 158,076.66 |
| | | CL-121000 | 4,192.63 |
| 177596 | SANTA MARGARITA WATER | CL-120259 | 855.20 |
| 177597 | SO CAL GAS CO | CL-120260 | 753.03 |
| 177598 | SOUTHERN CALIFORNIA EDISON | CL-120262 | 38,202.16 |
| 177599 | SCHURMER, D | PV-130027 | 199.00 |
| 177600 | BAHAM, MICHAEL | CL-120929 | 87.00 |
| 177601 | HOOD, KELLY/DOUGLAS | CL-120930 | 27.00 |
| 177602 | VICTOR, ANDREW | CL-120931 | 87.00 |
| 177603 | BARRETT, JAN | CL-120888 | 59.39 |
| 177604 | BRADLEY, JUDITH S | CL-120889 | 66.60 |
| 177605 | BROOKMAN, JOSEPH | CL-120890 | 286.38 |
| | | CL-120891 | 138.20 |
| 177606 | BUSH, VIRGINIA | CL-120892 | 115.44 |
| 177607 | CLIFT, LYNNETTE I | CL-120893 | 103.79 |
| 177608 | COLLINGS, JANICE | CL-120894 | 128.76 |
| 177609 | FLYNN, MARGARET | CL-120895 | 53.84 |
| 177610 | GILL, ARVINDER | CL-120896 | 142.64 |
| 177611 | HANAFORD, LAURA | CL-120897 | 34.97 |
| 177612 | KAPLAN, PAUL M | CL-120898 | 12.32 |
| | | CL-120899 | 8.22 |
| 177613 | LONG, JEFFREY | CL-120900 | 62.16 |
| 177614 | MANNAERT, BREE | CL-120901 | 149.85 |
| 177615 | MCKEE, DANISE | CL-120902 | 147.63 |
| 177616 | NAPORA, NOELLE | CL-120903 | 130.98 |
| 177617 | RASHIDI, AKRAM KIM | CL-120904 | 179.27 |
| 177618 | STRICKLAND, GERRY | CL-120905 | 41.07 |
| 177619 | TAYNE, JULIE | CL-120906 | 111.00 |
| 177620 | WESTON, KELLY | CL-120907 | 79.92 |
| 177621 | WILSON, DEBBIE | CL-120908 | 24.42 |
| 177622 | WOLFSON, DONNA | CL-120910 | 138.75 |
| 177623 | WORKMAN, KEN | CL-120909 | 97.68 |
| 177624 | ADAMS, CELESTE | CL-120934 | 1,023.67 |
| 177625 | BANNERMAN, CARY & KELLY | CL-120935 | 105.67 |
| 177626 | BELLOMO, PHILIP &/OR KATHY | CL-120936 | 404.93 |
| 177627 | BERGMAN, TODD | CL-120938 | 99.57 |
| 177628 | BERTOLA, ANGELO OR SANDRA | CL-120939 | 533.02 |
| 177629 | BODO, JOHN & TERA | CL-120940 | 1,056.05 |
| 177630 | BOGUSIEWICZ, STEVEN OR KELLY | CL-120942 | 293.71 |
| 177631 | BOYD, VALERIE | CL-120943 | 152.87 |

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| Warrant Number | Name of Payee | Reference Number | Amount |
|----------------|-------------------------------|------------------|----------|
| 177632 | BRESSLER, ERIC & KATHY | CL-120944 | 171.16 |
| 177633 | BROWN, BURTON OR PENELOPE | CL-120945 | 75.48 |
| 177634 | BUI, HONG | CL-120946 | 195.36 |
| 177635 | CAPAY, PONCIANO OR MARIA | CL-120947 | 106.83 |
| 177636 | CERVENAK, MIKE AND TIFFANY | CL-120948 | 926.01 |
| 177637 | CHANG, RAMOND OR DIEM | CL-120949 | 1,260.45 |
| 177638 | CLARK, BRIAN OR YOLANDA | CL-120952 | 350.04 |
| 177639 | CROWELL, BRIDGETTE | CL-120953 | 159.44 |
| 177640 | DICK, CRAIG OR BILLIE | CL-120954 | 110.47 |
| 177641 | DONAVAN, JAMES/ALLISON | CL-120955 | 29.97 |
| 177642 | DOUGHERTY, EDNA | CL-120956 | 247.91 |
| 177643 | ELLIS, SANDRA | CL-120957 | 1,227.17 |
| 177644 | GARCES, TERRY OR JOYCE | CL-120959 | 337.40 |
| 177645 | GEISERT, GARRETT OR LEAH | CL-120960 | 281.05 |
| 177646 | GORDON, DEBRA L | CL-120961 | 351.16 |
| 177647 | GRISHAM, MELINDA | CL-120962 | 341.88 |
| 177648 | GUZMAN GARCIA, OMAR | CL-120963 | 134.87 |
| 177649 | HAMEED, SHAWN | CL-121001 | 681.24 |
| 177650 | HAWORTH, MARK OR JENNIFER | CL-120965 | 356.31 |
| 177651 | HENRY, SAMANTHA | CL-120966 | 156.18 |
| 177652 | HOEL, DAVID OR JILL | CL-120967 | 160.37 |
| 177653 | HOGGATT, ROBERT/VERONICA | CL-120968 | 115.00 |
| 177654 | HYLTON, CHRIS OR HERMINIA | CL-120969 | 151.67 |
| 177655 | JOHNSON, EDWIN OR MELISS | CL-120970 | 406.93 |
| 177656 | KEENE, SEAN OR TIFFANY | CL-120971 | 78.92 |
| 177657 | LAW, YUET | CL-120972 | 398.38 |
| 177658 | LOCKMAN, RICHARD OR AILEEN | CL-120973 | 137.64 |
| | | CL-121002 | 96.35 |
| 177659 | LUNA, THEODORE OR MANDY | CL-120974 | 295.70 |
| 177660 | MACNAMARA, DAN OR ALICIA | CL-120975 | 158.27 |
| 177661 | MALDONADO, RON OR JENNILYN | CL-120976 | 33.88 |
| 177662 | MARTINEZ, ROBERT OR CHRISTINA | CL-120977 | 239.76 |
| 177663 | MYERS, JEANEENE/RUSTY | CL-120978 | 158.18 |
| 177664 | OLESINSKI, KEN OR CYNTHIA | CL-120958 | 212.41 |
| 177665 | ORTIZ, VICTOR & BRANDY | CL-121003 | 1,177.78 |
| 177666 | PAUL, PUJA | CL-121017 | 2,023.31 |
| 177667 | PERCIAVALLE, DAVID OR ARLENE | CL-120980 | 155.84 |
| 177668 | PETERSEN, DAVID OR LORIE | CL-120981 | 109.56 |
| 177669 | REDING, CLARE & SHAD | CL-120982 | 201.86 |
| | | CL-121006 | 144.19 |
| 177670 | RICHMOND, HEIDI | CL-120983 | 133.64 |
| 177671 | RODAS, PHILLIP AND CAROLYN | CL-120984 | 67.93 |
| 177672 | ROLING, ROGER OR MIKAIL | CL-120985 | 361.86 |
| 177673 | ROSENBERRY, DONALD OR KELLY | CL-120986 | 92.71 |
| 177674 | ROTH, JAY &/OR KERI | CL-120988 | 197.80 |

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| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|-----------|
| 177675 | ROZO, ROXANNE | CL-120990 | 263.97 |
| 177676 | SADEK, SCOTT & MARY | CL-120991 | 830.23 |
| 177677 | SCHWARTZ, TONY OR STEPHANIE | CL-120992 | 288.51 |
| 177678 | STEBENNE, STUART/LISA | CL-120993 | 95.24 |
| 177679 | STILES, KEVIN/KELLI | CL-120994 | 26.06 |
| 177680 | THOMAS, ED OR REBECCA | CL-120995 | 290.91 |
| 177681 | TOCA, CAROL A OR CHARLES | CL-120997 | 397.07 |
| 177682 | WILLIAMS, GINI | CL-120998 | 86.71 |
| 177683 | ZIED, MARK RYAN/MANDY | CL-120999 | 158.15 |
| 177684 | APPLIED SCHOLASTICS INTL | CL-120638 | 900.00 |
| 177685 | BASIC EDUCATIONAL SERVICES | CL-120644 | 3,811.50 |
| 177686 | BRENDA CRARY | CL-120646 | 1,267.80 |
| | | CL-120647 | 592.20 |
| 177687 | ORANGE COUNTY DEPT OF EDUCATIO | CL-120243 | 250.00 |
| 177688 | OXFORD TUTORING CENTER | CL-120715 | 9,401.22 |
| 177689 | SAN DIEGO COUNTY SUPT OF SCH | CL-120725 | 45.00 |
| 177690 | T DAVIS & ASSOCIATES INC | CL-120735 | 2,916.66 |
| 177691 | UROK LEARNING INSTITUTE | CL-120738 | 1,829.99 |
| 177692 | VAVRINEK TRINE DAY & CO LLP | CL-120741 | 2,272.61 |
| 177693 | VAVRINEK TRINE DAY & CO LLP | CL-120740 | 3,600.00 |
| 177694 | STROUD, KEITH R | CL-120734 | 903.00 |
| 177695 | 1ST JON | CL-121019 | 128.16 |
| 177696 | BEE MAN | CL-121022 | 350.00 |
| 177697 | BIOMETRICS4ALL INC | CL-121023 | 24.00 |
| 177698 | CINTAS FIRST AID & SAFETY | PO-320246 | 155.26 |
| 177699 | CLEAN ENERGY | CL-121025 | 9,808.01 |
| 177700 | DANIELS TIRE SERVICE | CL-120344 | 1,204.55 |
| 177701 | DIGITAL NETWORKS GROUP | CL-121028 | 335.00 |
| 177702 | FLEET SERVICE SPECIALIST LLC | CL-121031 | 5,325.63 |
| 177703 | KELLY PAPER COMPANY | PO-320118 | 10,148.04 |
| 177704 | LYRIS TECHNOLOGIES INC | PO-320248 | 2,933.56 |
| 177705 | AMERICAN COUNCIL ON EDUCATION | CL-121020 | 23.00 |
| 177706 | CAPISTRANO LAGUNA BEACH ROP | CL-121024 | 25.00 |
| 177707 | CAPO-LAGUNA BEACH ROP | CL-120834 | 38,241.66 |
| | | CL-120838 | 14,410.35 |
| 177708 | PACIFIC GO NATURAL GAS | CL-121037 | 3,002.40 |
| 177709 | PITNEY BOWES/PRESORT SERVICES | CL-121038 | 80.88 |
| 177710 | REALLY GOOD STUFF | CL-121039 | 193.03 |
| 177711 | SELECT EQUIPMENT SALES INC | CL-121040 | 1,622.82 |
| 177712 | SO COUNTY PROTECTIVE WEAR | CL-121041 | 703.30 |

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| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|------------------------------|---------------------|-----------|
| 177713 | SPARKLETTS | CL-121042 | 24.92 |
| | | CL-121043 | 78.34 |
| | | CL-121055 | 6.57 |
| | | CL-121056 | 69.24 |
| | | CL-121057 | 39.39 |
| | | CL-121058 | 15.22 |
| 177714 | SPARKLETTS | CL-120845 | 2.00 |
| | | CL-120846 | 25.22 |
| | | CL-121004 | 16.01 |
| | | CL-121009 | 5.99 |
| | | CL-121013 | 23.71 |
| | | CL-121014 | 74.38 |
| | | CL-121044 | 11.34 |
| | | CL-121045 | 38.49 |
| | | CL-121046 | 2.83 |
| | | CL-121047 | 8.63 |
| | | CL-121048 | 1.01 |
| | | CL-121049 | 4.52 |
| | | CL-121050 | 4.53 |
| | | CL-121051 | 2.00 |
| | | CL-121052 | 3.27 |
| | | CL-121053 | 3.26 |
| | | CL-121054 | 6.87 |
| | | CL-121059 | 2.58 |
| 177715 | 1 DAY PAINT AND BODY | CL-121036 | 966.52 |
| 177716 | PULIDO, DEBBIE | PV-130042 | 26.64 |
| 177717 | SMEGAL, PAM | CL-121081 | 22.09 |
| 177718 | ACADEMIC BRIDGE ACADEMY | PV-130031 | 79,569.00 |
| 177719 | ALISO AQUATICS | CL-121125 | 1,191.40 |
| | | PV-130044 | 1,552.00 |
| | | PV-130045 | 4,540.80 |
| | | PV-130061 | 3,302.40 |
| | | PV-130062 | 1,168.00 |
| 177720 | ARNESON, JIM | PV-130032 | 230.40 |
| 177721 | BRAIN BUILDERS EDUC PROGRAMS | PV-130046 | 1,386.00 |
| 177722 | CAMPCO | PV-130033 | 1,498.35 |
| 177723 | CATINO, KYLE | PV-130034 | 1,800.00 |
| 177724 | CUNNINGHAM, HAILEY | PV-130047 | 550.00 |
| 177725 | H2O SPOT | CL-120394 | 1,088.50 |
| | | CL-120395 | 350.70 |
| | | CL-121123 | 2,158.10 |
| 177726 | LEAHY JR., AUSTIN J | PV-130035 | 1,616.00 |
| 177727 | LICHT, LARRY | PV-130036 | 1,000.00 |
| 177728 | MONTECINOS, OSCAR | PV-130048 | 1,100.00 |
| 177729 | MORA, MAURICIO | CL-120396 | 165.60 |

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|----------------|-------------------------------|------------------|-----------|
| 177730 | RIVADENEYRA, AARON | PV-130037 | 900.00 |
| 177731 | SC ADVANTAGE | PV-130049 | 3,340.00 |
| 177732 | SC BASEBALL | PV-130038 | 2,310.40 |
| | | PV-130039 | 5,791.80 |
| 177733 | THIFFAULT, RONDA LEE | PV-130040 | 1,601.60 |
| 177734 | YOUNG, JOAN W. | PV-130041 | 1,136.80 |
| 177735 | ALPINE ACADEMY | CL-121127 | 6,682.00 |
| | | CL-121128 | 1,459.00 |
| 177736 | AUTISM BEHAVIOR CONSULTANTS | CL-120639 | 6,561.75 |
| 177737 | AUTISM SPECTRUM THERAPIES | CL-120640 | 408.10 |
| | | CL-120641 | 503.45 |
| | | CL-120642 | 2,500.00 |
| | | CL-121129 | 2,950.35 |
| 177738 | CARES | CL-120648 | 3,887.00 |
| 177739 | CENTER FOR LEARNING AND | CL-120651 | 5,000.00 |
| 177740 | CHILEDIA | CL-121130 | 8,784.84 |
| 177741 | DEVEREUX TEXAS TREATMENT | CL-121131 | 2,644.74 |
| | | CL-121132 | 6,450.00 |
| 177742 | HEAR NOW ABRAMSON AUDIOLOGY | CL-120663 | 1,836.31 |
| | | CL-120664 | 2,052.44 |
| 177743 | IRMA RAMIREZ GARCIA | CL-121126 | 3,751.00 |
| | | CL-121133 | 65.00 |
| 177744 | JANNEY, MICHAEL & VANESSA | CL-121201 | 1,800.00 |
| | | CL-121202 | 199.80 |
| 177745 | OAK GROVE SCHOOL | CL-121134 | 4,305.00 |
| 177746 | ORANGE COUNTY THERAPY SERVICE | CL-121111 | 8,800.00 |
| 177747 | RAINS, SANDY AND MAYNARD | CL-121135 | 483.75 |
| 177748 | SAN DIEGO COUNTY SUPT OF SCH | CL-121136 | 40.00 |
| 177749 | TRICIA KRANTZ | CL-121096 | 1,511.20 |
| | | CL-121137 | 777.20 |
| 177750 | ACCO BRANDS USA LLC | PO-320053 | 6,082.49 |
| 177751 | ADVANTAGE RADIATOR | CL-121245 | 22.26 |
| | | CL-121246 | 81.34 |
| | | CL-121247 | 923.60 |
| | | CL-121248 | 108.05 |
| 177752 | ARTESIA SAWDUST | CL-121021 | 18,231.30 |
| 177753 | AUTO SHOP EQUIP CO INC | CL-121249 | 4,031.70 |
| | | CL-121250 | 6,000.00 |
| 177754 | BEACH CITIES GLASS | CL-121252 | 485.20 |
| | | PO-320316 | 483.82 |
| 177755 | BEE MAN | CL-121253 | 175.00 |
| 177756 | BLAIRS TOWING | CL-121254 | 32.45 |
| | | CL-121255 | 342.55 |
| 177757 | BRINKS INC. | CL-121256 | 147.17 |
| 177758 | CAPISTRANO GOLF CARS | CL-121257 | 924.20 |

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| 177759 | CARLOS GUZMAN INC | CL-121258 | 1,328.32 |
| | | CL-121259 | 2,542.44 |
| | | CL-121260 | 3,654.00 |
| | | CL-121261 | 2,324.00 |
| 177760 | CINTAS CORP | PO-320245 | 60.56 |
| | | PO-320319 | 630.82 |
| 177761 | CINTAS FIRST AID & SAFETY | PO-320246 | 188.71 |
| 177762 | CPUG/CORONA-NORCO UNIF SCH DIS | PO-320431 | 350.00 |
| 177763 | EAGLE | PO-320057 | 336.72 |
| 177764 | ECOLAB PEST ELIMINATION | CL-121030 | 160.00 |
| 177765 | EVERYTHING MEDICAL | PO-320052 | 7,832.98 |
| 177766 | FRICITION MATERIALS CO. | CL-121271 | 1,750.52 |
| | | CL-121272 | 2,988.21 |
| 177767 | HD SUPPLY FACILITIES MAINTN | CL-121032 | 106.67 |
| | | CL-121273 | 144.56 |
| 177768 | IMAGE 2000 | CL-121274 | 85.00 |
| 177769 | INTERNATIONAL BACCALAUREATE OR | PO-320583 | 10,400.00 |
| 177770 | JOHN DEERE LANDSCAPES | CL-120857 | 8.57 |
| | | CL-121275 | 1,171.82 |
| | | PO-320330 | 12.85 |
| 177771 | KNORR SYSTEMS INC | CL-121276 | 882.25 |
| 177772 | LESLIES SWIMMING POOL SUPPLY | CL-121034 | 82.90 |
| 177773 | IRON MOUNTAIN | CL-121033 | 243.61 |
| 177774 | GONZALEZ, SARAH | CL-120885 | 400.00 |
| 177775 | MANNAERT, STEPHANIE | CL-120884 | 400.00 |
| 177776 | SCOTT, KAREN | CL-120833 | 42.90 |
| 177777 | SHOFNER, BRIANNA | CL-120886 | 400.00 |
| 177778 | SYLVAN LEARNING CTR OF LAGUNA | CL-121065 | 184.32 |
| 177779 | BENS ASPHALT | CL-120626 | 1,850.00 |
| | | CM-130008 | 475.00- |
| 177780 | PACIFIC ROOFING SYSTEMS | CL-121243 | 1,362.00 |
| 177781 | SPRINT/NEXTEL COMMUNICATIONS | CL-121182 | 34.28 |
| | | CL-121183 | 68.56 |
| | | CL-121184 | 25.27 |
| | | CL-121185 | 399.14 |
| | | CL-121186 | 2,617.17 |
| | | CL-121187 | 34.28 |
| | | CL-121188 | 103.76 |
| | | CL-121189 | 143.39 |
| | | CL-121190 | 148.48 |
| | | CL-121191 | 148.47 |
| | | CL-121192 | 102.00 |
| | | CM-130009 | 82.35- |
| | | CM-130010 | 1,529.13- |

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|-------------------|--------------------------------|---------------------|------------|
| 177782 | CAPISTRANO UNIFIED SCHOOL DIST | CL-120835 | 60,446.83 |
| | | PO-320116 | 8,162.02 |
| 177783 | AMERICAN LOGISTICS COMPANY LLC | CL-121206 | 10,844.75 |
| 177784 | CERTIFIED TRANSPORTATION | CL-121166 | 2,240.00 |
| | | CL-121167 | 3,000.00 |
| 177785 | COUNTY OF ORANGE | CL-121207 | 214.00 |
| 177786 | DELL FINANCIAL SERVICE | CL-121063 | 8,289.03 |
| 177787 | DEPARTMENT OF JUSTICE | CL-121209 | 1,486.00 |
| 177788 | GOLD COAST HOT DOGGER TOURS | CL-121169 | 981.00 |
| 177789 | JFK TRANSPORTATION CO INC | CL-121170 | 2,762.50 |
| | | CL-121171 | 1,316.25 |
| | | CL-121172 | 1,552.50 |
| | | CL-121173 | 975.00 |
| | | CL-121174 | 422.50 |
| | | CL-121175 | 682.50 |
| | | CL-121176 | 308.75 |
| | | CL-121177 | 715.00 |
| 177790 | KEY GOVERNMENT FINANCE INC | CL-121211 | 192,260.36 |
| 177791 | ORANGE UNIFIED SCHOOL DISTRICT | CL-121178 | 2,062.50 |
| | | CL-121179 | 1,155.00 |
| | | CL-121180 | 825.00 |
| | | CL-121277 | 1,718.75 |
| 177792 | MOBILE COMM REPAIR INC | PO-320462 | 36,900.00 |
| 177793 | RADIO SHACK ACCOUNTS REC | PO-320182 | 35.50 |
| 177794 | SOUTHWEST SCHOOL SUPPLY | CL-121278 | 671.48 |
| | | CL-121279 | 42.04 |
| | | CM-130013 | 38.53- |
| | | PO-320060 | 4,392.32 |
| 177795 | SPICERS PAPER CO | PO-320143 | 5,794.75 |
| 177796 | STAPLES ADVANTAGE | PO-320072 | 84.78 |
| 177797 | CITY OF SAN CLEMENTE | CL-120250 | 29,682.30 |
| 177798 | CITY OF SAN JUAN CAPISTRANO | CL-120249 | 15,730.52 |
| 177799 | CR&R INCORPORATED | CL-121141 | 1,405.36 |
| | | PO-320321 | 5,319.60 |
| 177800 | SAN DIEGO GAS & ELECTRIC | CL-121365 | 117,763.71 |
| 177801 | SANTA MARGARITA WATER | CL-120259 | 3,668.34 |
| 177802 | SO CAL GAS CO | CL-120260 | 846.97 |
| 177803 | SO COAST WATER DIST | CL-120265 | 7,395.20 |
| 177804 | SOUTHERN CALIFORNIA EDISON | CL-120262 | 40,251.03 |
| 177805 | PUBLIC ECONOMICS INC | CL-121142 | 830.63 |

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|-------------------|-------------------------------|---------------------|--------------|
| 177806 | CUSD REVOLVING CASH | CL-120932 | 27,924.84 |
| | | CL-120933 | 98.35 |
| | | CL-120937 | 630.00 |
| | | CL-120987 | 159.47 |
| | | CL-120989 | 80.00 |
| | | CL-120996 | 24.00 |
| | | CL-121281 | 12.00 |
| | | CM-130014 | 0.71- |
| | | CM-130015 | 0.54- |
| | | CM-130016 | 0.52- |
| 177807 | STUTZ ARTIANO SHINOFF & HOLTZ | PV-130065 | 59,209.91 |
| 177808 | CORVEL ENTERPRISE COMP INC | PO-320221 | 80,500.00 |
| 177809 | METROPOLITAN EMPLOYEES | PO-320115 | 3,628,172.14 |
| | | PO-320141 | 21,444.00 |
| 177810 | CORVEL CORPORATION | PO-320222 | 48,731.68 |
| 177811 | MOBILE COMM REPAIR INC | PO-320462 | 6,900.00 |
| | | PO-320499 | 9,225.00 |
| 177812 | MOORE'S SEWING MACHINE | PO-320259 | 130.48 |
| 177813 | McKENDRY DOOR SALES & SERVICE | CL-121379 | 275.00 |
| 177814 | NETWORK HARDWARE RESALE | PO-314469 | 2,200.45 |
| 177815 | NEWBRIDGE EDUC PUBLISHING | CL-121306 | 142.01 |
| 177816 | ONE STOP BINDERY | PO-320119 | 3,383.75 |
| 177817 | PACIFIC GO NATURAL GAS | CL-121403 | 1,961.63 |
| 177818 | PSYCHEMEDICS | CL-121402 | 111.80 |
| 177819 | QUALITY TOWING | CL-121380 | 133.00 |
| | | CL-121381 | 287.00 |
| 177820 | READ NATURALLY | CL-121309 | 250.00 |
| | | CL-121310 | 25.00 |
| 177821 | RINCON TRUCK PARTS | CL-120182 | 1,204.01 |
| | | CL-120183 | 4,916.36 |
| | | CL-121311 | 4,866.79 |
| | | CM-130017 | 216.14- |
| | | CM-130018 | 273.59- |
| 177822 | SAFETY KLEEN CORP | CL-121382 | 331.79 |
| 177823 | SCOTT FORESMAN | PO-315026 | 3,163.97 |
| 177824 | SIMPLEX GRINNELL LP | CL-121318 | 2,522.72 |
| 177825 | SMART & FINAL | PO-320371 | 197.60 |
| 177826 | STAPLES ADVANTAGE | PO-310146 | 59.15 |
| 177827 | TUTTLE-CLICK FORD | CL-120951 | 180.00 |
| | | CL-121406 | 490.65 |
| | | CM-130019 | 161.63- |
| 177828 | ULINE | CL-121384 | 287.29 |
| 177829 | UNITED RENTALS | PO-320206 | 1,532.89 |
| 177830 | WEST COAST ARBORISTS INC. | PO-320346 | 477.00 |
| 177831 | HM RECEIVABLES CO LLC | CL-121383 | 509.49 |

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| 177832 | ALISO NIGUEL AUTO CARE | PO-320521 | 5,647.82 |
| 177833 | BUSWEST | CL-121405 | 240.60 |
| | | PO-320524 | 9.28 |
| 177834 | CDW GOVERNMENT | CL-120060 | 72.06 |
| 177835 | COMPANION CORP | PO-320485 | 1,298.00 |
| 177836 | DRIVELINES INCORPORATED | PO-320571 | 523.64 |
| 177837 | FREEWAY AUTO SUPPLY & MACHINE | CL-121269 | 59.84 |
| | | CL-121270 | 85.89 |
| 177838 | FRICITION MATERIALS CO. | PO-320540 | 1,820.89 |
| 177839 | HIRSCH PIPE & SUPPLY | CL-120353 | 966.05 |
| | | CL-120856 | 346.99 |
| 177840 | HYDRO-SCAPE PRODUCTS INC | CL-120092 | 21.57 |
| | | CL-120354 | 282.88 |
| | | CL-121360 | 11,604.29 |
| | | CL-121361 | 720.86 |
| | | PO-320328 | 129.70 |
| 177841 | LAWNMOWERS ETC | CL-121363 | 573.25 |
| 177842 | THE COUNCIL FOR | PO-320355 | 148.62 |
| 177843 | FIRST CLASS BOOKS | CL-121268 | 158.25 |
| 177844 | BLIND CHILDREN'S LEARNING | CL-121320 | 3,500.00 |
| | | CL-121321 | 2,503.50 |
| | | CL-121322 | 1,075.20 |
| | | CL-121366 | 360.00 |
| | | CL-121367 | 360.00 |
| 177845 | CLARINDA ACADEMY | CL-120911 | 2,000.00 |
| | | CL-120912 | 6,694.00 |
| | | CL-120913 | 1,077.00 |
| | | CL-120914 | 1,548.00 |
| | | CL-121061 | 4,917.00 |
| | | CL-121062 | 1,777.00 |
| 177846 | HEBERT, DEBRA | CL-121229 | 120.00 |
| | | CL-121324 | 540.00 |
| | | CL-121325 | 360.00 |
| | | CL-121326 | 816.00 |
| | | CL-121355 | 170.00 |
| | | CL-121368 | 144.00 |
| 177847 | MC ILVAIN, PATRICK & STEPHANIE | CL-120675 | 519.40 |
| 177848 | PROFESSIONAL TUTORS OF AMERICA | CL-121350 | 182.00 |
| | | CL-121369 | 5,629.00 |
| 177849 | ROBIN LEE MORRIS | CL-120723 | 3,150.00 |
| | | CL-121336 | 420.00 |
| 177850 | ROZENBERG, ABBY | CL-121337 | 1,125.00 |
| 177851 | ACADEMIC CHESS | CL-120629 | 300.00 |
| 177852 | IRMA RAMIREZ GARCIA | CL-120665 | 690.00 |
| | | CL-120666 | 690.00 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....AUGUST 20, 2012

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|------------|
| 177853 | TRICIA KRANTZ | CL-121340 | 1,380.00 |
| | | CL-121341 | 120.00 |
| 177854 | CHRISTINE E. STEIN | CL-120108 | 5,040.00 |
| | | CL-120158 | 560.00 |
| 177855 | CALIFORNIA DEPT. OF EDUCATION | PV-130066 | 1,000.00 |
| 177856 | ORANGE COUNTY DEPT OF EDUCATIO | CL-120711 | 15.00 |
| | | CL-120712 | 75.00 |
| | | CL-121329 | 375.00 |
| 177857 | DAUM, MARILU | CL-121371 | 449.84 |
| | | CL-121372 | 46.74 |
| 177858 | BERTUSSI, GIONNA | CL-121097 | 157.07 |
| 177859 | BOWDEN, JOANNA | CL-121098 | 109.89 |
| 177860 | BROWN, SUSAN L. | CL-121099 | 145.97 |
| 177861 | GLASSEN, NINA | CL-121101 | 66.05 |
| 177862 | HANRATTY-RAJA, JENNIPHER | CL-121102 | 43.29 |
| 177863 | HERNANDEZ, MARLO | CL-121103 | 79.37 |
| 177864 | HOOPER, GWYNETH | CL-121105 | 17.76 |
| 177865 | MORRIS, LINDSEY | CL-121104 | 48.84 |
| 177866 | PARKER, LAURA | CL-121106 | 64.38 |
| 177867 | PETTEY, STEPHANIE | CL-121107 | 37.30 |
| | | CL-121108 | 24.86 |
| 177868 | PINKERTON, DAN | CL-121109 | 138.20 |
| 177869 | RODRIGUEZ, NASCINA | CL-121110 | 74.93 |
| 177870 | SIELING, TARA | CL-121112 | 60.61 |
| | | CL-121113 | 40.40 |
| 177871 | STOFFEL, DAVID E | CL-121114 | 60.28 |
| | | CL-121115 | 40.18 |
| 177872 | TUNULI, JESSICA | CL-121116 | 193.70 |
| 177873 | VARGAS, DAVID | CL-121117 | 236.99 |
| 177874 | WHITE, BRANDI | CL-121118 | 69.38 |
| 177875 | WYNNE, LAUREN | CL-121119 | 103.23 |
| 177876 | YOTA, DENISE | CL-121120 | 26.64 |
| 177877 | STATE BD EQUALIZATION | CL-121404 | 489.49 |
| 177878 | AVID CENTER | PO-320477 | 739.00 |
| 177879 | BENNETT, KATHLEEN | CL-121412 | 167.39 |
| 177880 | BYERS, VICKI | PV-130082 | 84.21 |
| 177881 | CAL STATE SAN MARCOS | PO-320451 | 65.00 |
| 177882 | ISTE | CL-120920 | 195.00 |
| 177883 | SMITH, SARAH T. | CL-120386 | 510.89 |
| 177884 | TODD, JENNIFER | CL-121413 | 308.58 |
| 177885 | CORVEL CORPORATION | PO-320220 | 163,660.77 |
| 177886 | BERGMAN DACEY GOLDSMITH | CL-120246 | 292.50 |
| 177887 | BOWIE ARNESON WILES & | CL-120247 | 7,739.45 |
| | | CL-121434 | 1,500.13 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....AUGUST 20, 2012

| Warrant Number | Name of Payee | Reference Number | Amount |
|----------------|--------------------------------|------------------|-----------|
| 177888 | DAVID TAUSSIG ASSOC INC | CL-120253 | 15,291.57 |
| | | CL-121436 | 6,995.45 |
| 177889 | ORANGE CTY DEPT EDUC | CL-120256 | 9,000.00 |
| | | CL-121430 | 2,014.60 |
| 177890 | PACIFIC PLUMBING COMPANY OF | CL-121409 | 13,776.65 |
| 177891 | SAN DIEGO GAS & ELECTRIC | CL-121439 | 48,684.10 |
| 177892 | SANTA MARGARITA WATER | CL-120259 | 5,384.94 |
| 177893 | SO CAL GAS CO | CL-120260 | 1,103.33 |
| 177894 | EUGENE LEVIN | PO-320290 | 42.50 |
| 177895 | HARBOTTLE LAW GROUP | CL-121323 | 1,586.00 |
| 177896 | LAW OFFICES OF MICHELLE ORTEGA | CL-120118 | 1,920.00 |
| | | CL-121298 | 1,200.00 |
| 177897 | OAK GROVE INSTITUTE | CL-120679 | 3,694.00 |
| | | CL-120681 | 4,486.00 |
| | | CL-120682 | 1,557.24 |
| | | CL-120683 | 3,550.36 |
| | | CL-120684 | 6,229.99 |
| | | CL-120685 | 1,167.93 |
| | | CL-121012 | 519.08 |
| | | CL-121064 | 2,809.40 |
| 177898 | ORANGE CTY DEPT EDUC | CL-120703 | 681.27 |
| | | CL-120704 | 90,818.03 |
| | | CL-120705 | 2,001.00 |
| | | CL-120707 | 6,176.25 |
| | | CL-120708 | 17,393.47 |
| | | CL-121232 | 450.00 |
| | | CL-121233 | 1,800.00 |
| 177899 | ATKINSON ANDELSON LOYA | CL-121219 | 4,824.85 |
| 177900 | DEPT OF GENERAL SERVICES | CL-121244 | 276.00 |
| 177901 | Lisa Debowski | PV-130109 | 500.00 |
| 177902 | ORANGE COUNTY DEPT OF EDUCATIO | CL-121416 | 1,100.00 |
| | | CL-121424 | 1,200.00 |
| 177903 | ORANGE CTY DEPT EDUC | CL-121429 | 750.00 |
| 177904 | SYLVAN LEARNING CTR OF LAGUNA | CL-121431 | 1,473.15 |
| 177905 | ACADEMIC CHESS | PV-130102 | 2,903.60 |
| 177906 | ALISO SOCCER CAMP | PV-130103 | 12,167.20 |
| 177907 | ALL-STAR FOOTBALL | PV-130107 | 15,868.80 |
| 177908 | BRAIN BUILDERS EDUC PROGRAMS | PV-130104 | 1,848.00 |
| 177909 | HAGARTY, KIRSTEN | PV-130105 | 1,296.00 |
| 177910 | SC SOCCER CLINIC | PV-130106 | 537.60 |
| 177911 | YOUNG REMBRANDTS | PV-130108 | 13,332.90 |
| 177912 | KIMINAS, ANTHONY | CL-121407 | 15.00 |
| 177913 | BLUE CREW BASEBALL CAMP, THE | CL-121408 | 434.00 |
| 177914 | HERRMANN, JEMMIE | PV-130086 | 15.00 |
| 177915 | JOHNSON, GWENDOLYN | PV-130097 | 18.00 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....AUGUST 20, 2012

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|-----------------------------|---------------------|----------|
| 177916 | UMINSKY, ALMA | PV-130098 | 700.00 |
| 177917 | AQUILERA, ALURA | PV-130083 | 230.00 |
| 177918 | CHANG, ANNA | PV-130099 | 155.00 |
| 177919 | CHERVENKA, DIANE | PV-130084 | 109.00 |
| 177920 | FREHNER, KRISTEN | PV-130085 | 184.00 |
| 177921 | JESSEN, JOSHUA | PV-130087 | 125.00 |
| 177922 | MATTER, CHARLES | PV-130088 | 125.00 |
| 177923 | ONEILL, JENNIFER | PV-130100 | 125.00 |
| 177924 | POESE, LISA | PV-130101 | 92.00 |
| 177925 | SACCULLO, SHANNON | PV-130089 | 100.00 |
| 177926 | SWAN, NANCY | PV-130090 | 100.00 |
| 177927 | XIE, NIANXIN | PV-130091 | 258.00 |
| 177928 | CLARK, TIFFANY | CL-121374 | 27.75 |
| 177929 | DE ACUTIS, LISA | CL-121375 | 35.96 |
| | | CL-121376 | 23.98 |
| 177930 | DOUGLAS, TERRI A. | CL-121377 | 220.89 |
| 177931 | ELKINS, KAREN | CL-121378 | 216.45 |
| 177932 | ENRIQUEZ, MICHELLE L | CL-121387 | 172.05 |
| 177933 | FREDRIKSZ, LAURA | CL-121388 | 66.60 |
| 177934 | HIRCHAG, REBECCA S | CL-121396 | 65.49 |
| 177935 | JIMENEZ, DENISE | CL-121389 | 158.18 |
| 177936 | KAROLYS, ANDREA | CL-121390 | 140.97 |
| 177937 | KELLMAN, KATHLEEN | CL-121391 | 163.73 |
| 177938 | KENNEY, VALERIE | CL-121392 | 33.30 |
| 177939 | LEAHY, CHRISTINA | CL-121393 | 137.09 |
| 177940 | MCAULIFFE, CAROL | CL-121394 | 44.40 |
| 177941 | MEISSNER, ANDREA | CL-121440 | 325.79 |
| 177942 | MEYER, JACQUELINE | CL-121395 | 28.86 |
| 177943 | TALILI, MAILUMAI | CL-121397 | 113.78 |
| | | CL-121398 | 120.99 |
| 177944 | WALDERS, BRANNON | CL-121441 | 39.96 |
| 177945 | WHALEN, ANDREA | CL-121399 | 109.34 |
| 177946 | WILLIAMS, STEPHANIE | CL-121401 | 39.96 |
| 177947 | WRIGHT, RACHEL | CL-121400 | 437.34 |
| 177948 | A Z BUS SALES INC | PO-320567 | 417.30 |
| 177949 | ABSOLUTE COMMUNICATIONS INC | PO-320151 | 1,483.42 |
| 177950 | ADVANTAGE RADIATOR | PO-320568 | 638.96 |
| 177951 | ALISO VIEJO AUTO SERVICE | PO-320522 | 1,022.27 |
| 177952 | ALPHA SOUND AND LIGHTING | PO-320153 | 912.94 |
| 177953 | AMERICAN RED CROSS | CL-121357 | 300.00 |
| | | CL-121358 | 276.85 |
| 177954 | APPLE COMPUTER INC | PO-320433 | 1,087.35 |
| | | PO-320439 | 8,870.85 |
| | | PO-320487 | 2,573.07 |
| 177955 | B & H PHOTOGRAPHY | CL-121417 | 244.50 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....AUGUST 20, 2012

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|------------|
| 177956 | CAL-STATE AUTO PARTS INC | PO-320525 | 1,239.30 |
| 177957 | CDW GOVERNMENT | CL-121262 | 59.42 |
| 177958 | CINTAS CORP | PO-320245 | 60.56 |
| | | PO-320319 | 556.00 |
| 177959 | CINTAS CORPORATION #640 | PO-320527 | 616.70 |
| 177960 | DANIELS TIRE SERVICE | CL-121026 | 871.11 |
| | | CL-121027 | 137.08 |
| | | PO-320570 | 12,647.83 |
| 177961 | DATACOM WEST | PO-320694 | 525.08 |
| 177962 | DELL MARKETING L P | PO-315655 | 977.19 |
| | | PO-320436 | 4,233.60 |
| | | PO-320442 | 3,857.04 |
| | | PO-320491 | 5,927.64 |
| 177963 | DEMCO INC | PO-320426 | 135.63 |
| 177964 | E. STEWART AND ASSOCIATES | PO-320341 | 17,155.92 |
| 177965 | ECOLOGY TIRE | PO-320535 | 217.50 |
| 177966 | FEDERAL EXPRESS CORP | PO-320135 | 448.26 |
| 177967 | FOLLETT SOFTWARE CO | PO-320424 | 35,042.10 |
| 177968 | FREEWAY AUTO SUPPLY & MACHINE | PO-320539 | 222.48 |
| 177969 | GANAHL LUMBER | CL-120347 | 117.83 |
| | | CL-120854 | 108.90 |
| 177970 | HEWLETT-PACKARD COMPANY | CL-120352 | 486.57 |
| 177971 | INSIGHT SYSTEMS EXCHANGE | PO-320475 | 2,272.95 |
| 177972 | IRON MOUNTAIN | CL-121362 | 281.72 |
| 177973 | LOCAL JANITORIAL & VACUUM | CL-121414 | 48.42 |
| | | CL-121415 | 206.95 |
| 177974 | MOORES MUFFLER SER, DOUG | PO-320532 | 210.93 |
| 177975 | THE COUNCIL FOR | PO-320355 | 77.90 |
| 177976 | DELL MARKETING L P | PO-320432 | 182.82 |
| 177977 | PALI MOUNTAIN INSTITUTE | PO-320144 | 5,000.00 |
| 177978 | SEGERSTROM CENTER FOR THE ARTS | CL-121444 | 400.00 |
| 177979 | XEROX CORPORATION | CL-121205 | 10,902.01 |
| | | CL-121214 | 23,336.52 |
| | | CL-121215 | 4,036.74 |
| | | CL-121216 | 112,170.18 |
| | | CL-121421 | 2,000.00 |
| 177980 | CHEFS TOYS | CL-121263 | 1,898.09 |
| 177981 | CRS ADVANCED TECHNOLOGY | CL-120071 | 2,022.00 |
| | | CL-120072 | 1,547.00 |
| 177982 | DATA CONTROL INC | PO-320048 | 434.00 |
| 177983 | DENAULT'S HARDWARE | PO-320162 | 174.17 |
| 177984 | EAGLE SOFTWARE | PO-320145 | 57,400.00 |
| 177985 | HD SUPPLY FACILITIES MAINTN | PO-320166 | 249.91 |
| 177986 | KELLY PAPER COMPANY | PO-320118 | 2,525.51 |
| 177987 | KNORR SYSTEMS INC | CL-121457 | 176.00 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....AUGUST 20, 2012

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|------------|
| 177988 | LAWNMOWERS ETC | PO-320824 | 3,354.94 |
| 177989 | LOCAL JANITORIAL & VACUUM | PO-320170 | 2,635.92 |
| 177990 | BOWIE ARNESON WILES & | CL-121449 | 281.50 |
| 177991 | MOULTON NIGUEL WATER | CL-120255 | 2,273.13 |
| | | CL-121458 | 14,592.11 |
| 177992 | SAN DIEGO GAS & ELECTRIC | CL-121456 | 24,767.22 |
| 177993 | SO CAL GAS CO | CL-120260 | 415.05 |
| 177994 | COALITION FOR ADEQUATE FUNDING | PO-320844 | 1,300.00 |
| 177995 | LEE, EUNJUNG AND/OR DAEHOE | CL-120670 | 423.78 |
| 177996 | WIELATH, JOSEPH AND/OR LIVIA | CL-121162 | 445.45 |
| | | CL-121411 | 168.73 |
| 177997 | ATKINSON ANDELSON LOYA | CL-121218 | 2,273.75 |
| | | CL-121453 | 11,566.27 |
| 177998 | CASC | PV-130110 | 95.00 |
| 177999 | DANNIS WOLIVER KELLEY | CL-121224 | 9,433.48 |
| | | CL-121225 | 6,308.75 |
| | | CL-121450 | 11,760.00 |
| 178000 | IRMA RAMIREZ GARCIA | CL-120880 | 120.00 |
| 178001 | STUTZ ARTIANO SHINOFF & HOLTZ | CL-121339 | 2,267.54 |
| 178002 | VAVRINEK TRINE DAY & CO LLP | CL-120741 | 15,727.39 |
| | | CL-121304 | 1,467.05 |
| 178003 | IRMA RAMIREZ GARCIA | CL-120667 | 240.00 |
| 178004 | CAPISTRANO UNIFIED SCHOOL DIST | CL-120835 | 20,299.40 |
| | | CM-130020 | 1.84- |
| | | CM-130021 | 1.67- |
| | | PO-320116 | 51,158.48 |
| 178005 | BANK OF AMERICA NATIONAL | PO-320276 | 49,815.60 |
| 178006 | COMMUNITY ROOTS | PO-320595 | 51,896.00 |
| 178007 | Capistrano Connections Academy | PO-320596 | 487,889.00 |
| 178008 | JOURNEY CHARTER SCHOOL | PO-320594 | 80,620.00 |
| 178009 | OPPORTUNITY FOR LEARNING | PO-320593 | 39,059.00 |
| 178010 | OXFORD ACADEMY | PO-320597 | 192,290.00 |
| 178011 | ANDERSON, TRACEY | PV-130111 | 170.00 |
| 178012 | BELTRAN, LETICIA | CL-121070 | 28.00 |
| 178013 | BERMINGHAM, SYDNEY | CL-121071 | 88.00 |
| 178014 | BOND, ALYSSA | CL-121072 | 105.00 |
| 178015 | BROWN, VANESSA | CL-121073 | 81.00 |
| 178016 | CAPATINA, ANDREA | CL-121074 | 20.00 |
| 178017 | COREA, TAYLOR | CL-121075 | 15.00 |
| 178018 | CORTRIGHT, BRANDON | CL-121076 | 128.00 |
| 178019 | ESPIRITU, JOSEPH HENRY | CL-121077 | 87.00 |
| 178020 | FOX, SALENA | CL-121078 | 66.00 |
| 178021 | HITE, HUNTER | CL-121079 | 58.00 |
| 178022 | JAFAR, CAMERON | CL-121080 | 68.00 |
| 178023 | KAPLAN, JENNIFER | CL-121082 | 77.00 |

Board of Trustees Warrant Listing
===== Fiscal Year: 2012-13 =====
Board of Trustees Meeting.....AUGUST 20, 2012

| Warrant Number | Name of Payee | Reference Number | Amount |
|-------------------|--------------------------------|---------------------|----------------|
| 178024 | LAWSON, ELSA | CL-121083 | 89.00 |
| 178025 | LEONE, NICHOLAS | CL-121084 | 22.00 |
| 178026 | LOPICCOLO, AARON | CL-121085 | 20.00 |
| 178027 | MCBEAN, BREANNA | CL-121086 | 84.00 |
| 178028 | MCGREW, CAYLA | CL-121088 | 20.00 |
| 178029 | MCNUTT, MICHELLE | CL-121089 | 89.00 |
| 178030 | PEROG, BRYCE | CL-121090 | 81.00 |
| 178031 | ROSS, SARAH | CL-121091 | 71.00 |
| 178032 | SEIGER, JORDAN | CL-121092 | 81.00 |
| 178033 | SWOBODA, CASEY | CL-121093 | 89.00 |
| 178034 | WALKER, COLTON | CL-121094 | 79.00 |
| 178035 | WISE, TREVOR | CL-121095 | 71.00 |
| 178036 | AT&T-CALNET2 | CL-121438 | 6,160.13 |
| | | PV-130112 | 6,160.12 |
| 178037 | COX COMMUNICATIONS | PO-320405 | 54,829.60 |
| 178038 | MOBILE COMM REPAIR INC | PO-320822 | 28,532.15 |
| 178039 | NSPRA | PO-320580 | 160.00 |
| 178040 | OFFICE DEPOT | PO-320051 | 893.72 |
| 178041 | ORANGE COUNTY REGISTER | CL-121443 | 140.52 |
| 178042 | PITNEY BOWES/PRESORT SERVICES | CL-121308 | 11,773.97 |
| 178043 | PREMIERE WATER SERVICES | PO-320508 | 1,025.00 |
| 178044 | PROSURFACE | PO-320425 | 9,855.00 |
| 178045 | SCHOLASTIC INC | CL-121313 | 357.90 |
| 178046 | SMART & FINAL | PO-320371 | 77.61 |
| 178047 | SO COAST DISTRIBUTING CO | PO-320195 | 88.14 |
| 178048 | SOUTH COAST FAMILY MEDI CENTER | CL-121426 | 570.00 |
| | | CL-121427 | 122.50 |
| | | CL-121428 | 122.50 |
| 178049 | SPICERS PAPER CO | PO-320143 | 1,695.19 |
| 178050 | STAPLES ADVANTAGE | PO-320299 | 546.75 |
| 178051 | STATE OF CALIFORNIA | PO-320533 | 5,105.00 |
| 178052 | STAPLES ADVANTAGE | PO-320108 | 251.91 |
| 178053 | STAPLES ADVANTAGE | PO-320108 | 68.98 |
| 178054 | COMPLETE OFFICE OF CA | PO-320026 | 229.46 |
| | | PO-320666 | 120.95 |
| 811 Warrants | | | \$8,240,047.57 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|---|----------------------------|
| A&R Wholesale Distributors, Inc. | Bid No. 1011-14 Grocery Products | 5/9/2011 |
| A&R Wholesale Distributors, Inc. | Bid No. 1011-13 Snack and Beverage Products | 5/9/2011 |
| Above All Names Construction Services, Incorporated | Bid No. 1112-11, Concrete Maintenance & Repair | 10/26/2011 |
| American Logistics Co., LLC | Bid No. 1112-04 - Outsource Transportation Service | 7/27/2011 |
| AMS.NET Inc. | California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service | 4/13/2010 |
| AMS.NET Inc. | Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance | 11/9/2010 |
| AMS.NET Inc. | California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair | 5/25/2011 |
| AMS.NET Inc. | State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services | 3/28/2012 |
| Architectural Roofing Systems dba Pacific Roofing Systems | Bid No. 1011-10, Roofing Repairs and Maintenance | 3/8/2011 |
| Atkinson, Andelson, Loya, Rudd & Romo | RFQ No. 10-0809 General Legal Services | 12/15/2009 |
| AVID | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| B&H Foto & Electronics Corp. dab B&H Photo Video | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| Ben's Asphalt, Inc. | Bid No. 1011-01 Asphalt Paving, Sealcoating and Repair | 6/15/2010 |
| Bergman & Dacey, Inc. | RFQ No. 10-0809 General Legal Services | 12/15/2009 |
| Bowie, Arneson, Wiles, and | RFQ No. 10-0809 General Legal Services | 12/15/2009 |
| CA Track & Engineering | CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track | 9/12/2011 |
| California Western Visuals | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| Camcor, Inc | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| Campus Foods | Bid 1011-14 Grocery Products | 5/9/2011 |
| CDWG | Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance | 11/9/2010 |
| CDWG | State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services | 3/28/2012 |
| Certified Transportation Services, | Bid No. 1011-07 Co-Curricular Bus Service | 11/9/2010 |
| Cintas Corporation | RFP No. 3-1011, Uniform Service | 12/7/2010 |
| CNB Computers, Inc | Bid No. 1112-15 Refurbished Computer Equipment | 6/11/2012 115 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|---|----------------------------|
| Collins & Aikman Floorcovering, Inc. C&A/Tandus | Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material Districtwide | 5/14/2012 |
| 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 |
| Consolidated Electrical Distributors | Bid No. 1112-05 Electrical Supplies and Materials | 6/29/2011 |
| Construct 1 One, Corp. | Bid No. 1112-14 - Newhart Middle School MPR Remodel | 5/23/2012 |
| Consulting & Inspection Services | RFQ No 4-1011, DSA Approved Inspector of Record | 1/11/2011 |
| CR&R | Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste Districtwide | 8/8/2011 |
| Culver-Newlin | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment | 8/8/2011 |
| Culver-Newlin | Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture | 11/30/2011 |
| Dannis Woliver Kelley (DWK) | RFQ No. 10-0809 General Legal Services | 12/15/2009 |
| Dave Bang Associates, Inc. | Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters | 4/13/2010 |
| David Taussig & Associates, Inc. | RFP No. 6-1011 Special Tax Consulting Services for Public Financing | 4/11/2011 |
| Dell Computer (Dell Marketing LP) | California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment | 7/21/2008 |
| Dell Computer (Dell Marketing LP) | State of Minnesota, Department of Administration, Natonal Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and | 6/27/2012 |
| Desert Business Interiors | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment | 8/8/2011 |
| Digital Networks Group, Inc. | California Multiple Award Schedule Contract No. 3-06-702070D, Purchase and Installation of Pole Mounted Systems for Video and Audio Switching, Control, and Projector Mounting | 12/8/2008 |
| Digital Networks Group, Inc. | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| Diversified Metal | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment | 8/8/2011 |
| Dominos Pizza | Bid No. 1112-07 Pizza Service | 8/24/2011 |
| E. Stewart & Assoc, Inc. | Bid No. 1213-02 - Weed Abatement | 5/23/2012 |
| Edenco, Inc. | RFQ/P No. 2-1011, Construction Manager/District Representative | 9/28/2010 |
| Edge Development | Bid No. 1011-11, CVHS Theater | 6/13/2011 |
| Fieldman Rollapp & Associates | RFQ No. 8-1011, Financial Advisory Services | 1/9/2012 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|--|---|----------------------------|
| Fusionstorm | Californai Multiple Award Schedule Contract No. 3-10-70-2039d, Cisco Auto Distribution, Internet Encryption and Firewall, LanWan Wireless Network, Network Component | 10/12/2010 |
| Fusionstorm | State of Minnesota, Department of Administration, Natonal 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 |
| Gilbert & Stearns, Inc. | Bid No. 1011-02 Electrical Service | 6/29/2010 |
| Gold Star Foods | Bid No. 1011-05 Frozen Food Products | 3/10/2008 |
| Gold Star Foods | Bid No. 1011-14 Grocery Products | 5/9/2011 |
| Gold Star Foods | Bid No. 1112-03 Bakery Products | 6/29/2011 |
| Golden State Technology, Inc dba GST | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| 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 |
| Harbottle Law Group | RFQ No. 10-0809 General Legal Services | 12/15/2009 |
| Hertz Furniture | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment | 8/8/2011 |
| Hewlett-Packard Company | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| Hollandia Dairy | Bid No. 1011-08 Milk and Dairy Products | 3/8/2011 |
| Horizons Construction Co, International, Inc | Bid No 1011-09, SJHHS 30 Meter Pool/Support Buildings | 3/8/2011 |
| Hot Dogger Tours, Inc. dba Gold Coast Tours | Bid No. 1011-07 Co-Curricular Bus Service | 11/9/2010 |
| Illuminate Education, Inc. | RFQ No. 7-1011 Student Assessment Data Management System | 5/25/2011 |
| IPC (USA), Inc. | Multi-District Cooperative Bid No. 114-10, Fuel (Gasoline and Diesel) | 7/13/2010 |
| JFK Transportation, Co., Inc. | Bid No. 1011-07 Co-Curricular Bus Service | 11/9/2010 |
| Johnstone Supply | County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies | 8/24/2011 |
| 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 |
| MNJ Technologies Direct, Inc | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| MTGL, Inc. | RFQ No. 5-1011 Special Inspections and Materials Testing | 1/11/2011 |
| National Demographics Corp | RFP/Q No. 5-1112 - Trustee Area Redistricting Analysis and Adjustment Services | 9/26/2011 |
| Network Hardware Resale, Inc. | U.S. General Services Administration Contract No. GS-35F-0717R, Pre-Owned and Refurbished Cisco Systems Networking Equipment | 11/9/2010 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|---|---|----------------------------|
| Ninyo & Moore | RFQ No. 5-1011 Special Inspections and Materials Testing | 1/11/2011 |
| Notification Technologies, Inc. | RFP - Emergency Parent Notification System | 9/29/2007 |
| NvLS Professional Services, LLC | RFQ No. 2-1213, E-Rate Consultant | 6/27/2012 |
| Office & Ergonomic Solutions | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment | 8/8/2011 |
| Office Depot | Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment | 7/9/12 |
| Office Depot | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment | 8/8/2011 |
| Ohno Construction | Bid No. 1011-15 San Juan Hills High School Stadium Phase II | 9/26/2011 |
| P&R Paper Supply Co. | Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services | 7/25/2012 |
| 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 |
| Piper Jaffrey & Co. | RFQ No. 5-0910 Underwriter Services | 12/15/2009 |
| Pritchard Supply, Inc. dba Johnstone Supply | County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies | 8/24/2011 |
| Reliance Communications | RFQ 301213 Mass Communications System | 7/25/2012 |
| Renaissance Learning, Inc | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| Roadways International, Inc. | Bid No. 1011-07 Co-Curricular Bus Service | 11/9/2010 |
| School Space Solutions | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment | 8/8/2011 |
| School Specialty | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment | 8/8/2011 |
| School Specialty | Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture | 11/30/2011 |
| SchoolsFirst 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 |
| Southern California Gray Line | Bid No. 1011-07 Co-Curricular Bus Service | 11/9/2010 |
| Southwest School and Office Supply | Placentia Yorba Linda, Bid No. 211-12, Supplies | 1/25/2012 |
| Staples Advantage | County of Orange Master Agreement No. MA-017-10011795 - Office Supplies | 9/14/2010 |
| Staples Advantage | County of Orange Master Agreement No. MA-017-10011795 - Office Supplies | 5/23/2012 |
| Stradling Yocca Carlson & Rauth | RFQ No. 10-0809 General Legal Services | 12/15/2009 |
| Stutz, Artiano, Shinoff and Holtz | RFQ No. 10-0809 General Legal Services | 12/15/2009 |
| Sysco Food Services of L.A. | Bid No. 1011-14 Grocery Products | 5/9/2011 |
| Tel-Tec Security System | CMAS 4-11-84-0037A - Security Systems | 9/12/2011 |
| Transportation Charter Services, Inc. | Bid No. 1011-07 Co-Curricular Bus Service | 11/9/2010 |
| Troxell Communications, Inc | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| Twining, Inc. | RFQ No. 5-1011 Special Inspections and Materials Testing | 1/11/2011 |

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

| VENDOR | TITLE | BOARD APPROVAL DATE |
|--|---|----------------------------|
| United Refrigeration Inc. | County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies | 8/24/2011 |
| Valiant IMC | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| Vavrinek, Trine, Day & Co., LLP | RFP No. 2-0708 Audit Services | 4/21/2008 |
| Virco | Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment | 8/8/2011 |
| Ward's Media Tech | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| Waterline Technologies, Inc. | LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals | 3/28/2012 |
| Waxie's Enterprises, Inc. dba Waxie Sanitary Supply | Western States Contracting Alliance (WSCA) Bid No. 7-09-79-02 - Janitorial Supplies | 9/14/2010 |
| WB Hunt Co, Inc. | Bid No. 1112-01 - Audio Visual Equipment | 8/8/2011 |
| West Coast Arborists, Inc. | Bid No. 1112-10 Tree Trimming Maintenance | 9/26/2011 |
| Williams Scotsman | Los Alamitos Unified School District Bid No. 2010- 0002, Relocation, Dismantle and Removal of DSA Portable Classroom | 7/11/2011 |
| WLC Architects, Inc. | RFQ No. 3-0708 Architectural Services for Districtwide Facilities Master Plan | 2/25/2008 |
| WW Grainger, Incorporated | State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02 | 10/26/2011 |
| Xerox Corporation | California Multiple Award Schedule Contract No. 3- 01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox | 6/15/2010 |

2012-2013 DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | SERVICES | INITIAL CONTRACT TERM | NOT TO EXCEED |
|--------------|-------------|--------|------------------|--|---|-----------------------|----------------------|
| ICA | 1213101 | 2 | SLIBG | Reliance Communications, LLC (School Messenger) | Software as a Service (SaaS) mass notification service for communication in the K-12 school district environment. | 7/26/12-7/26/13 | \$ 75,000.00 |
| PSA | 1213102 | 3 | Special Ed | Syntex Global | Interpreting and Translation Services | 9/01/12-8/31/13 | \$ 8,000.00 |
| ICA | 1213103 | 2 | ASES | YMCA of Orange County (R H Dana Elementary) | After school education and safety program | 9/05/12-9/04/13 | \$ 100,500.76 |
| ICA | 1213104 | 2 | ASES | YMCA of Orange County (San Juan Elementary) | After school education and safety program | 9/05/12-9/04/13 | \$ 100,500.76 |
| ICA | 1213105 | 2 | ASES | YMCA of Orange County (Kinoshita Elementary) | After school education and safety program | 9/05/12-9/04/13 | \$ 100,500.76 |
| ICA | 1213106 | 2 | ASES | YMCA of Orange County (Viejo Elementary) | After school education and safety program | 9/05/12-9/04/13 | \$ 95,000.00 |
| ICA | 1213107 | 3 | Indian Education | Professional Tutors of America | Individualized tutoring instruction for CUSD students | 9/01/12-8/31/13 | \$ 31,304.00 |
| ICA | 1213108 | 2 | ASES | Campeo | After school education and safety program | 9/05/12-9/04/13 | \$ 99,970.25 |
| ICA | 1213109 | 3 | Indian Education | Deborah L. Horowitz | Parent and Student Education Workshops | 8/21/12-8/20/13 | \$ 300.00 |
| ICA | 1213110 | 5 | General Fund | Thomas Cachat | Assist in the technical transition and upgrade of QSS to QCC supporting systems. | | \$ 7,500.00 |
| TOTAL | | | | | | | \$ 618,576.53 |

2012-2013 DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, AND MASTER CONTRACT AGREEMENTS

AMENDMENTS

| TYPE | CONTRACT NO | PILLAR | FUNDING SOURCE | VENDOR | SERVICES | INITIAL CONTRACT TERM | NOT TO EXCEED |
|------|-------------|--------|------------------------|-------------------------|---|-----------------------|-------------------------|
| PSA | 1213020 | 3 | Special Ed | Christine Stein | Speech and Language Services for Learning Link programs at CUSD | 7/01/12-6/30/13 | Revised Contract Amount |
| PSA | 1213069 | 3 | Special Ed | Robin Lee Morris | Psycho-educational Assessment | 5/31/12-6/30/13 | Revised Contract Amount |
| PSA | 1213029 | 3 | Title 1 and Special Ed | Irma Garcia | Counseling services for CUSD Special Ed students | 7/01/12-6/30/13 | Revised Contract Amount |
| PSA | 1213030 | 3 | Title 1 and Special Ed | Brenda Cray | Counseling services for CUSD Special Ed students | 7/01/12-6/30/13 | Revised Contract Amount |
| PSA | 1213031 | 3 | Title 1 and Special Ed | Tricia Elizabeth Krantz | Counseling services for CUSD Special Ed students | 7/01/12-6/30/13 | Revised Contract Amount |

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of July 26, 2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

Reliance Communications, LLC

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

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

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

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services as set forth in Contractor's Proposal RFP No. 3-1213 Mass Notification System dated May 30, 2012, incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$75,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 7/26/12-7/26/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

3. FEES/SERVICES SCHEDULE

SchoolMessenger is presenting a 5-year price commitment; however, the district is not obligated to commit beyond year 1.

| SchoolMessenger 100% Vendor Hosted | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|---------------|---------------|---------------|---------------|---------------|
| Hosted, Unlimited, \$1.50/stu Based on 50,000 students All staff members are included at no charge. Regularly \$3.00/student. | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 |
| 24x7 Access & Support, Unlimited Based on 56 sites. Regularly \$100/site. | \$0 | \$0 | \$0 | \$0 | \$0 |
| Professional Services and all Setup / Integrations | Included | Included | Included | NA | NA |
| Onsite Training, up to 1 day All end users, administrators and train-the-trainers | Included | Included | Included | NA | NA |
| TOTAL | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 |

**Pricing based on an enrollment of 50,000 students. Actual final price is re-evaluated each year based on per student rate times actual enrollment. No additional charge for staff. No hidden charges or fees.*

PRICING CONSIDERATIONS: SCHOOLMESSENGER FAR EXCEEDS SPECS

Not the least expensive – but the greatest assurance and performance; it is likely that Capistrano Unified School District will receive proposals that are lower than the pricing offered by SchoolMessenger. There is a reason that SchoolMessenger has become the leader across the nation:

- ✓ **Stress-tested infrastructure with multiple redundancies and no single point of failure; counted on by thousands of districts (multiple w/ 150,000+ students), the Navy, Coast Guard, and National Guard**
- ✓ **Robust application with deep feature set including interactivity, dynamically updating lists, instant translation (50+ languages) with quality assurance features, interactive survey module, optional parent web access and more.**
- ✓ **Unmatched data integration with over 130 data sources, including Aeries.**
- ✓ **Industry leading 24x7x365 customer service and support (US based) proven in thousands of K12 environments**

PRICING SHEET

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

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

| Title | Hourly Rate |
|-------|-------------|
| | |
| | |
| | |
| | |

| | Contract Price |
|--|----------------|
| Price for over 220 users | \$ 75,000 |
| All messaging types | \$ Included |
| Family Portal Access | \$ Included |
| Training/online and face-2-face | \$ Included |
| Data Migration | \$ Included |
| Integration and Automation | \$ Included |
| Technical Support during transition | \$ Included |
| TOTAL CONTRACT PRICE | \$ 75,000 |

Reliance Communications, LLC
 Print Name of Firm


 Authorized Signature

Nate Brogan, PMP - Vice President
 Representative

56-2299438
 Federal I.D. #/License

May 30, 2012
 Date



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of 8/21/13 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the consultant listed below ("**Consultant**"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

SYNTEX GLOBAL

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$8,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/01/12-8/31/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

**Exhibit A
Fee Schedule**



2040 Bancroft Way, Ste. 400B, Berkeley, CA 94704 T F: 510.628.6088 T F: 877.821.8166 T www.syntexglobal.com T info@syntexglobal.com

**Syntex Global
RATES_T2**

| Service | Unit Type | Rate per Unit | Minimum Charge |
|------------------------|--------------|---------------|----------------|
| Translation | Source Word | \$0.29 | \$150 |
| Transcription | Audio Minute | \$35 | \$150 |
| Interpreting (On-Site) | Hour | \$85 | \$170 |
| Interpreting (Phone) | Minute | \$1.90 | \$28.50 |
| Mileage | Miles | \$0.51 | N/A |

____ Syntex Initial

____ Contractor Initial

By: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8/21/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

YMCA OF ORANGE COUNTY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$100,500.76 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

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

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

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

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

DISTRICT

CONTRACTOR

By: _____
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: _____

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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

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

PERSONNEL EXPENSES


Salaries

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

OPERATING EXPENSES

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

TOTAL BUDGET AMOUNT \$100,500.00



Cara Owens

7/10/12

Date

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



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

EXHIBIT B
RH Dana Elementary School
Contract Number ICA 1213103

Services to be provided by YMCA of Orange County to Capistrano Unified School District:

Operate the After School Education and Safety (ASES) Grant at RH Dana Elementary School a minimum of 3 hours per day of school at least until 6:00 p.m., beginning immediately upon the conclusion of the regular school day.

Operate every regular school day during the regular school year.

Provide all the supplies with which to implement the educational enrichment component of the ASES program, including art supplies, sports equipment, games, science supplies, and other curriculum materials as needed.

Integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:

An educational and literacy element – tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training. Examples include: Remedial education activities, Extended learning activities in core content areas, Homework assistance, Tutoring services, Programs that emphasize language skills and academic achievement for English learners, Telecommunications and technology education programs (e.g., computer training), Expanded library service hours, Programs that provide assistance to students who have been truant, suspended, or expelled to allow them to improve their academic achievement.

An educational enrichment element – additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples include: Fine arts education activities, Recreational activities, Science related activities (e.g., rocketry), Physical fitness activities, Career-technical education, Prevention activities, Other learning support opportunities, such as: Service-learning, Mentoring, Coordinated school health and Character education.

Keep accurate records of each student's daily attendance in the after school program.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8/21/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

YMCA OF ORANGE COUNTY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$100,500.76 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

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

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

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

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

DISTRICT

CONTRACTOR

By: _____
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: _____

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
SSN _____



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

EXHIBIT B
San Juan Elementary School
Contract Number ICA 1213104

Services to be provided by YMCA of Orange County to Capistrano Unified School District:

Operate the After School Education and Safety (ASES) Grant at San Juan Elementary School a minimum of 3 hours per day of school at least until 6:00 p.m., beginning immediately upon the conclusion of the regular school day.

Operate every regular school day during the regular school year.

Provide all the supplies with which to implement the educational enrichment component of the ASES program, including art supplies, sports equipment, games, science supplies, and other curriculum materials as needed.

Integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:

An educational and literacy element – tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training. Examples include: Remedial education activities, Extended learning activities in core content areas, Homework assistance, Tutoring services, Programs that emphasize language skills and academic achievement for English learners, Telecommunications and technology education programs (e.g., computer training), Expanded library service hours, Programs that provide assistance to students who have been truant, suspended, or expelled to allow them to improve their academic achievement.

An educational enrichment element – additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples include: Fine arts education activities, Recreational activities, Science related activities (e.g., rocketry), Physical fitness activities, Career-technical education, Prevention activities, Other learning support opportunities, such as: Service-learning, Mentoring, Coordinated school health and Character education.

Keep accurate records of each student's daily attendance in the after school program.

YMCA OF ORANGE COUNTY
13821 Newport Ave, Suite 200, Tustin, CA 92780
P 714 549 9622 F 714 838 5976

134 www.ymcaoc.org



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

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

PERSONNEL EXPENSES

Salaries

Direct: \$65,000.00 \$68,005.00

Administrative: \$3005.00

Benefits/Taxes

Direct: \$20,401.00

Administrative: In direct calculation

OPERATING EXPENSES

Direct Client Services \$100,500

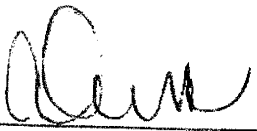
Designated Direct (Fieldtrips): \$4,250.00

Administrative Costs 0

Total Direct Expenses \$100,500

Total Administrative Costs 0

TOTAL BUDGET AMOUNT \$100,500.00



Cara Owens

7/10/12

Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 8/21/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

YMCA OF ORANGE COUNTY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$100,500.76 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

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

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

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

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

DISTRICT

CONTRACTOR

By: _____
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: _____

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
EIN/SSN _____



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FOR SOCIAL RESPONSIBILITY

EXHIBIT B
Kinoshita Elementary School
Contract Number ICA 1213105

Services to be provided by YMCA of Orange County to Capistrano Unified School District:

Operate the After School Education and Safety (ASES) Grant at Kinoshita Elementary School a minimum of 3 hours per day of school at least until 6:00 p.m., beginning immediately upon the conclusion of the regular school day.

Operate every regular school day during the regular school year.

Provide all the supplies with which to implement the educational enrichment component of the ASES program, including art supplies, sports equipment, games, science supplies, and other curriculum materials as needed.

Integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:

An educational and literacy element – tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training. Examples include: Remedial education activities, Extended learning activities in core content areas, Homework assistance, Tutoring services, Programs that emphasize language skills and academic achievement for English learners, Telecommunications and technology education programs (e.g., computer training), Expanded library service hours, Programs that provide assistance to students who have been truant, suspended, or expelled to allow them to improve their academic achievement.

An educational enrichment element – additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples include: Fine arts education activities, Recreational activities, Science related activities (e.g., rocketry), Physical fitness activities, Career-technical education, Prevention activities, Other learning support opportunities, such as: Service-learning, Mentoring, Coordinated school health and Character education.

Keep accurate records of each student's daily attendance in the after school program.

YMCA OF ORANGE COUNTY

13821 Newport Ave, Suite 200, Tustin, CA 92780

P 714 549 9622 F 714 838 5976

138www.ymcaoc.org



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FOR SOCIAL RESPONSIBILITY

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

2012-2013 ASES program @ Kinoshita Elementary School
Fee Schedule

PERSONNEL EXPENSES

Salaries

Direct: \$65,000.00 \$68,005.00
Administrative: \$3005.00

Benefits/Taxes

Direct: \$20,401.00

Administrative:

In direct
calculation

OPERATING EXPENSES

Direct Client Services

\$100,500

Designated Direct (Fieldtrips):

\$4,250.00

Administrative Costs

0

Total Direct Expenses

\$100,500

Total Administrative Costs

0

TOTAL BUDGET AMOUNT

\$100,500.00

Cara Owens

7/10/12

Date

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



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 8/21/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

YMCA OF ORANGE COUNTY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$95,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

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

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

3IN/SSN _____



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FOR SOCIAL RESPONSIBILITY

EXHIBIT B
Viejo Elementary School
Contract Number ICA 1213106

Services to be provided by YMCA of Orange County to Capistrano Unified School District:

Operate the After School Education and Safety (ASES) Grant at Viejo Elementary School a minimum of 3 hours per day of school at least until 6:00 p.m., beginning immediately upon the conclusion of the regular school day.

Operate every regular school day during the regular school year.

Provide all the supplies with which to implement the educational enrichment component of the ASES program, including art supplies, sports equipment, games, science supplies, and other curriculum materials as needed.

Integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:

An educational and literacy element – tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training. Examples include: Remedial education activities, Extended learning activities in core content areas, Homework assistance, Tutoring services, Programs that emphasize language skills and academic achievement for English learners, Telecommunications and technology education programs (e.g., computer training), Expanded library service hours, Programs that provide assistance to students who have been truant, suspended, or expelled to allow them to improve their academic achievement.

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Keep accurate records of each student's daily attendance in the after school program.



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

2012-2013 ASES program @ Viejo Elementary School
Fee Schedule

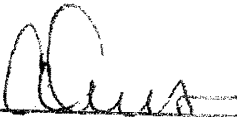
PERSONNEL EXPENSES

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

OPERATING EXPENSES

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

TOTAL BUDGET AMOUNT \$100,500.00



Cara Owens

Date 7/10/12

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



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 8/21/12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

PROFESSIONAL TUTORS OF AMERICA

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$31,304.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/01/12-8/31/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: _____

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

FEE SCHEDULE

Capistrano USD – Indian Education Program

Company: Professional Tutors of America, Inc.
Contact: Jonas Maceda
Address: 3350 E. Birch Street, Suite 108, Brea, CA 92821
Phone: (800) 832-2487
Fax: (714) 996-0625
Email: Jonas@professionaltutors.com

Description of Services:

We provide individualized tutoring instruction (always One-to-One) in all subjects. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. Each student must have a 506 form on file with CUSD. We have been providing one-to-one tutoring for over 28 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and many of them have had teaching experience in either public or private schools. We have a strong, proven record with over 250 school districts, improving academic skills, motivating students, and building self-confidence.

Terms of Payment: \$52.00 per hour

Rates will be in effect: July 1, 2012 – June 30, 2013.

Signature: Jonas Maceda Date: 7/23/12

Name: Jonas Maceda, Program Manager



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8-21-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

CAMPCO DAY CAMPS

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$99,970.25 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

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

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

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

DISTRICT

CONTRACTOR

By: _____
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: _____

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

CampCo

Day Camps

26861 Trabuco Road, E, #121
Mission Viejo, CA 92691
(949) 643-9008 Fax (949) 666-9008
Sylvia@CampCoDayCamps.com


FEE SCHEDULE 2012/2013 SCHOOL-YEAR

Updated 7/23/2012, 11:30am


| | |
|---|--------------------|
| 127 Days of School x 4 Staff x 4 hours per day | \$57,404.00 |
| 45 Days of School x 4 Staff x 5.25 hours per day | \$26,696.25 |
| 127 Hours for Prep/Planning Hours x 1 Staff | \$3587.75 |
| 176 Days x 1 CampCo Office Staff x 0.25 | \$1243.00 |
| 160 Management Hours for CampCo supervisor visits, ASES meetings, ASES trainings, school meetings, site-specific Trainings, annual registration process and similar management duties | \$4520.00 |
| Supplies & equipment, copies (sign-in sheets, lesson plans, worksheets...), books, games, balls, homework supplies (paper, pencils, flashcards, learning tools...) | \$2350.00 |
| 37 Weeks x 80 Crafts x \$.75/pp | \$2220.00 |
| Total Program Fees: | \$98,021.00 |

Monthly Fees Due to CampCo: \$9,802.10

| Payment due dates: | <u>MONTH</u> | <u>DUE ON OR BEFORE</u> | <u>MONTH</u> | <u>DUE ON OR BEFORE</u> |
|--------------------|--------------|-------------------------|--------------|-------------------------|
| | September: | September 15 | February: | February 15 |
| | October: | October 15 | March: | March 15 |
| | November: | November 15 | April: | April 15 |
| | December: | December 15 | May: | May 15 |
| | January: | January 15 | June: | June 15 |



Sylvia N. Rosenthal, CampCo Owner



Date

CampCo

Day Camps

26861 Trabuco Road, E, #121

Mission Viejo, CA 92691

(949) 643-9008 Fax (949) 666-9008

Las Palmas Elementary School After-school Program Agreement

Page 1 of 2, Updated on 7/23/2012; 11:30am

CampCo Day Camps agrees to offer an "After-school Program" at Las Palmas Elementary School, 1011 Calle Puente, San Clemente, CA 92672, for the 2012/2013 School-year. Below are details of items that CampCo would provide and the items that the School will provide.

CampCo Will Provide:

- Leading and Supervision of After-school Program on school days during the 2012/2013 school year (per the District Calendar approved on 7/9/12, plus two additional "minimum days" on 11/16/12 & 4/5/13) at Las Palmas Elementary School in San Clemente, for grades Kindergarten through 5th.
- Program to begin on Monday, September 10, 2012 and end on Tuesday, June 11, 2013, on schooldays, Mondays, Wednesdays, Thursdays and Fridays from 2:20pm-6pm and on Tuesdays and minimum days from 1pm-6pm.
- Ratio of 1 Staff per 20 children, with a maximum of 4 staff and 80 registered children per day.
- A minimum of 2 staff working at all times that children are present.
- Staff will be scheduled 15-20 minutes prior to the end of the school day to prepare for the day's activities and 15 minutes after the end of the program for clean-up time.
- Overall supervision of program by on-site Director or Sr. Recreation Leader (included in the 1:20 ratio), overseeing program, staff and participants.
- Handling of children's behaviors and discipline, with notification of major issues being forwarded to school administrators.
- Program planning including daily activities, preparation and set up.
- Staff will lead library time, math and reading games, active and quiet games, computer lab, crafts, sports, homework support, snack time supervision and more. Special or themed activities may be scheduled around Red Ribbon Week, holidays or other appropriate times. Activities will incorporate self-esteem building, good sportsmanship, sense of pride, confidence, life skills, conflict resolution, positive attitude towards education and opportunities to express creativity. CampCo will adjust activities based on the interest, participation, weather & needs of the school.
- Balls, jump ropes, parachutes, and other sports equipment. Copies of worksheets, sign-in sheets and Incident Reports/Parent Notification Forms, First Aid Kit and replacement supplies, and other items related to a Recreation/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, forwarded to Las Palmas Office weekly.
- Staff training, CPR, First Aid, Basic Water Rescue, Games, Crafts, Handling Behaviors & More
- Regular Visits to Programs by Day Camp Director or a CampCo Manager.
- CampCo hourly fees include workers' comp, employee and employer taxes, liability insurance, management mileage, new hires, initial staff training, annual trainings, background checks, fingerprinting, TB testing and uniforms.
- Supervision of participants who are picked up after 6pm. CampCo will charge a \$1 per minute late fee beginning at 6:10pm, to be collected directly from the parents at pick-up.
- Once-monthly Invoices to Las Palmas Elementary School/CUSD for the services provided. Total Fees will be divided into 10 equal payments for the months of September through June. Payment is due to CampCo by the 15th of each month for that month's fees.

Page 1 of 2

Las Palmas Elementary School After-school Program Agreement

Page 2 of 2, Updated on 7/23/2012; 11:30am

Las Palmas Elementary School Will Provide:

- Meetings with School & CampCo Management to discuss the program, policies, facilities, etc...
- Adequate and safe space for the program. Classroom/multi-purpose room for Homework Support, Crafts & inclement weather. Secure Storage, on-site, near the main program meeting area.
- Snack items for all participants.
- Emergency telephone numbers of school staff and/or administrators.
- Prompt payment to CampCo per the Payment Schedule below.

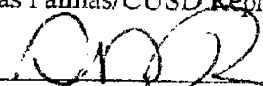
Cost Breakdown for the 2012/2013 School-year:

| | |
|---|--------------------|
| 127 Days of School x 4 Staff x 4 hours per day | \$57,404.00 |
| 45 Days of School x 4 Staff x 5.25 hours per day | \$26,696.25 |
| 127 Hours for Prep/Planning Hours x 1 Staff | \$3587.75 |
| 176 Days x 1 CampCo Office Staff x 0.25 | \$1243.00 |
| 160 Management Hours for CampCo supervisor visits, ASES meetings, ASES trainings, school meetings, site-specific Trainings, annual registration process and similar management duties | \$4520.00 |
| Supplies & equipment, copies (sign-in sheets, lesson plans, worksheets...), books, games, balls, homework supplies (paper, pencils, flashcards, learning tools...) | \$2350.00 |
| 37 Weeks x 80 Crafts x \$.75/pp | \$2220.00 |
| Total Program Fees: | \$98,021.00 |

Monthly Fees Due to CampCo: **\$9,802.10**

| Payment due dates: | <u>MONTH</u> | <u>DUE ON OR BEFORE</u> | <u>MONTH</u> | <u>DUE ON OR BEFORE</u> |
|--------------------|--------------|-------------------------|--------------|-------------------------|
| | September: | September 15 | February: | February 15 |
| | October: | October 15 | March: | March 15 |
| | November: | November 15 | April: | April 15 |
| | December: | December 15 | May: | May 15 |
| | January: | January 15 | June: | June 15 |

With the appropriate signatures below, both parties agree to the above.

 Las Palmas/CUSD Representative

 Sylvia N. Rosenthal, CampCo Owner

 Date
 7/23/2012
 Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8-21-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

DEBRA L. HOROWITZ

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$300.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 8/21/12-8/20/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____



DEBRA L HOROWITZ

35715 Beach Road - *Copo Beach*
(949) 496-3359
debbiemorgan@cox.net

College & Career Guidance Consultant ~ My mission is to encourage and influence young people to always recognize, appreciate, and share their own special gifts and talents in thoughtful and carefully planned ways. My vision is that young people will graduate from high school with confidence in their ability to succeed wherever they choose to travel simply by trusting in themselves and the skills, interests, passions, and even challenges that are uniquely their own.

In addition to providing general academic guidance on an individual basis, I offer group presentations to local schools and community organizations upon request. I assist high school students with each and every component of the college application process to include resume preparation, essay/personal statement preparation, and the entire college search process. I am truly excited about my work with middle school students, particularly eighth graders preparing for high school. I have determined that it is critically important for middle school students to understand all of the things they will need to address during their four years of high school in preparation for college upon graduation. Early awareness and preparation relative to college admissions is crucial.

Rate of Pay & Expenses (all-inclusive)

Initial Meeting ~ \$250 per Initial Meeting with no time parameters

Subsequent Meetings (Monday through Thursday up to 5:00 PM) ~ After the initial meeting, all meetings will be billed at a rate of \$100 Per Hour

Evening/Weekend Meetings (6:00 PM or later Monday through Thursday and all Friday, Saturday, Sunday Meetings) ~ \$250 Per meeting

Meeting Venue ~ All meetings are at my home. If you would like for me to come to your home then an additional \$25 per meeting will be added to each invoice.

****Workshop Presentations** ~ \$250 Per Two-Hour Workshop

****Please note that I have created a special workshop presentation rate for Capistrano Unified School District of \$100 for each.**

Debra L Horowitz 7/25/2012
Debra L. Horowitz



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8-21-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

THOMAS CACHAT

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$7500.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 8/21/12-6/30/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

Signature _____

Name: _____

Title: _____

Address _____

Email Address: _____

FEIN/SSN _____

EXHIBIT A
FEE SCHEDULE

Thomas Cachat
1522 Marjorie St.
Oceanside, CA 92056
760-726-6462

Description of Services
Assist in the technical transition and upgrade of the District's business administrative software application QSS to the QCC version as well as aide staff in supporting system changes that require the historical and expert knowledge of the system.

Rate of Pay & Expenses
\$56.87 Hourly

Signature _____ Date _____

Typed or Printed Name _____

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213020**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CHRISTINE STEIN

Professional Services Agreement No. PSA 1213020 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213020 shall be amended to \$50,000 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Christine Stein

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

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

CHRISTINE STEIN

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$8,000.00 in aggregate under this Agreement.

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

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

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

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

DISTRICT

By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 6/14/12

CONSULTANT

Signature: Christine Stein
Name: Christine Stein
Title: Speech & Language Pathologist
Address: 1301 Solio Drive
Carlsbad, CA 92009
Email Address: chstein@cox.net
FEIN/SSN: 600-03-8107



Professional Services Agreement
Capistrano Unified School District

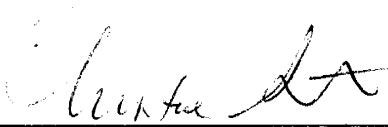
EXHIBIT A
FEE SCHEDULE

Christine E. Stein, M.A. CCC-SLP
Speech-Language Pathologist
7301 Sitio Lirio
Carlsbad, CA 92009

2012-13 Rates for Speech-Language Therapy Services

| | |
|--------------------------------------|----------|
| Therapy (Monolingual) | \$72/hr |
| Therapy (Bilingual) | \$81/hr |
| Home-based therapy | \$112/hr |
| Evaluations for monolingual students | \$320.00 |
| Evaluations for bilingual students | \$375 |

*All rates have been reduced by at least 10% for the period of June 1, 2012 to May 31, 2013

Signature  Date 6/1/12
Typed or Printed Name Christine Stein

Effective June 1, 2012

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213069**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ROBIN LEE MORRIS

Professional Services Agreement No. PSA 1213069 called for services to be rendered at the rates shown in the agreement.

The contract with Robin Lee Morris shall be amended to reflect a Contract Processing Fee of \$100 as shown in Exhibit A to this amendment.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Robin Lee Morris

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Fee Schedule

EXHIBIT A

Robin Lee Morris, PsyD., L.M.F.T.
26440 La Alameda Suite 220
Mission Viejo, CA 92691
(949)351-3770
Drmorris05@yahoo.com

Psycho educational Assessment

\$3,150.00

Independent Educational Evaluation

Includes diagnostic interview, psychological testing, record review, interviews, questionnaires and written report with conclusions and recommendations.

Attendance at Individual Educational Plan meetings

1 hour meeting attendance - **\$180.00**

2 hour meeting attendance - **\$320.00**

CONTRACT PROCESSING FEE \$ 100.00

By: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("Agreement") is effective as of 5-31-12 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the consultant listed below ("Consultant"). The District and Consultant may hereafter be referred to as ("Party") or collectively as ("Parties").

ROBIN LEE MORRIS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Consulting Services provided for hereunder, Consultant shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Consultant under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$4,000.00 in aggregate under this Agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 5-31-12 to 6-30-13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONSULTANT

By: [Signature]
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 6-27-12

Signature: [Signature]
Name: Robin Morris
Title: Psychologist
Address: 26440 LA ALAMEDA SUITE 220
Email Address:
FEIN/SSN: 77-0643287

Fee Schedule

EXHIBIT A

Robin Lee Morris, PsyD., L.M.F.T.
26440 La Alameda Suite 220
Mission Viejo, CA 92691
(949)351-3770
Drmorris05@yahoo.com

Psycho educational Assessment **\$3,150.00**

Independent Educational Evaluation

Includes diagnostic interview, psychological testing, record review, interviews, questionnaires and written report with conclusions and recommendations.

Attendance at Individual Educational Plan meetings

1 hour meeting attendance - **\$180.00**

2 hour meeting attendance - **\$320.00**

By: _____ **Date:** _____

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213029**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213029 shall be amended to \$41,080 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Irma Garcia

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

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

IRMA GARCIA

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Irma R. Garcia, LCSW

Name: Irma R. Garcia

Title: Licensed Clinical Social Worker

Address: 403 Calle Nina

San Clemente, CA 92672

Email Address: scirma@aol.com

FEIN/SSN 565-67-6813

FEE SCHEDULE

Irma Ramirez Garcia
403 Calle Nina
San Clemente CA 92672
949-492-8263
scirma@aol.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Irma R. Garcia, LCSW
Irma R. Garcia, LCSW

06/04/12
Date

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

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRENDA CRARY

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Brenda Crary

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

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

BRENDA CRARY

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

DISTRICT

By: Terry Fluent

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: 6/11/12

CONSULTANT

Signature: Brenda Crary

Name: Brenda Crary

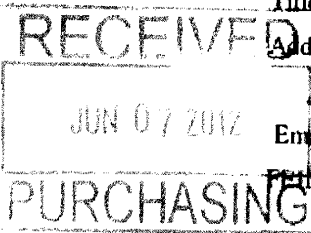
Title: Marriage, Family Therapist

Address: 33 Camino Azulejo

San Clemente, CA 92673

Email Address: brenda.crary@cox.net

PHN/SSN: 564-23 3400



FEE SCHEDULE

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

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00



Brenda Crary, MFT

5-30-12

Date

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213031**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TRICIA ELIZABETH KRANTZ

Professional Services Agreement No. PSA 1213031 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Professional Services Agreement No. PSA 1213031 shall be amended to \$41,080 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Tricia Elizabeth Krantz

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

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

TRICIA KRANTZ

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

DISTRICT

By: Terry Fluett
Name: Terry Fluett
Title: Director, Purchasing
Board Approval Date: 6/11/12

CONSULTANT

Signature: Tricia Krantz
Name: Tricia Krantz
Title: Marriage + Family Therapist
Address: 18 Country Walk Dr.
Aliso Viejo, CA 92656
Email Address: tricia.krantz@gmail.com
FEIN/SSN 568-63-7039

FEE SCHEDULE

Tricia Krantz
18 Country Walk Dr
Aliso Viejo CA 92656
949-521-2898
tricia.krantz@gmail.com

Description of services to be provided by consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parent, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by student's presentation, consult with school staff regarding student's progress on IEP goal(s).
3. Attend IEP meetings as requested by the IEP team.
4. Maintain records of counseling session dates, consultation dates and time, and IEP meeting attendance.
5. Maintain records of student progress in counseling.

Hourly Rate: \$60.00

Tricia Krantz MFT
Tricia Krantz, MFT

6/4/12
Date

1 AGREEMENT FOR PROVISION OF
2 EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 CAPISTRANO UNIFIED SCHOOL DISTRICT
7 JULY 1, 2012 THROUGH JUNE 30, 2013
8

9 THIS AGREEMENT is entered into this 1st day of July 2012, which date is enumerated for
10 purposes of reference only, is by and between the County of Orange ("COUNTY") and the
11 CAPISTRANO SELPA Special Education Local Plan Area and CAPISTRANO UNIFIED SCHOOL
12 DISTRICT (collectively "SELPA" or "DISTRICT") (collectively "PARTIES") with respect to the
13 provision of Educationally-Related Mental Health Services. For purposes of this Agreement,
14 Educationally-Related Mental Health Services shall have the same meaning as listed in Exhibit A and B.
15 This Agreement shall be administered by the ORANGE COUNTY Health Care Agency
16 ("ADMINISTRATOR").
17

18 **RECITALS**

19 WHEREAS, the IDEA requires local educational agencies ("LEA"), including DISTRICT, to
20 provide a free, appropriate public education ("FAPE") to eligible students with disabilities residing
21 within its boundaries, and requires the provision of related services¹, including psychological services,
22 social work services, and counseling services, as required to assist a child with a disability to benefit
23 from special education;
24

25 WHEREAS, the 2011-2012 California Budget Act repealed parts of Chapter 26.5, Division 7, Title I
26 of the Government Code which shifted the responsibility for providing Educationally Related Mental
27 Health Services, including out-of-home residential services, from county mental health departments and
28 county welfare departments to school districts.
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30 WHEREAS, under State law, the COUNTY is obligated to provide medically necessary mental
31 health services to eligible individuals under their Medi-Cal health plan, including seriously emotionally
32 disturbed children in Orange County, who have qualifying mental health needs.
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37 ¹ For the purposes of this agreement, "related services" includes services also referred to as Educationally Related Mental Health Services, but does not include Medication Management..

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WHEREAS, by this Agreement, DISTRICT ensures that Proposition 98, fiscal year 2012-2013 State Budget Act funds, and IDEA funds are utilized so that special education pupils residing in the DISTRICT continue to be identified, assessed, and provided with Educationally Related Mental Health Services required by the IDEA;

WHEREAS, both the COUNTY and LEAs are interested in cost containment and the accuracy and transparency of invoicing for services;

WHEREAS, the Orange County Department of Education (“OCDE”), SELPAs, local school districts and COUNTY have a long history of working cooperatively to serve special education students and wish to continue that cooperative partnership under this Agreement.

1 **OPERATIVE PRINCIPLES**

2 A. Accordingly, and in light of the foregoing recitals, the Parties agree that this Agreement is to be
3 implemented, interpreted, and viewed in light of the following Operative Principles:

4 1. DISTRICT is responsible under the IDEA for the provision of FAPE to eligible students,
5 pursuant to 20 U.S.C. § 1401 (26), 34 C.F.R. § 300.34., and COUNTY is obligated under State law, to
6 provide mental health services to eligible Medi-Cal beneficiaries in Orange County.

7 2. There is no federal IDEA obligation or state law obligation on the COUNTY to provide
8 FAPE, and there is no federal or state law obligation for DISTRICT to provide mental health services
9 that are not educationally related, and this Agreement is not intended to create any such obligations.
10 This Agreement is not intended to make the COUNTY a "public agency" within the meaning of IDEA
11 and/or subject to the IDEA's dispute resolution provisions.

12 3. Absent reinstatement of and appropriation of funding by the State for AB 3632 services,
13 there is no statutory mandate on the COUNTY to provide AB 3632 services or on the DISTRICT to
14 refer students to the COUNTY for mental health assessments and services under AB 3632.

15 4. The payment of funds to the COUNTY, as outlined in this Agreement, for provision of
16 Educationally Related Mental Health Services for special education pupils does not create a statutory
17 obligation on the COUNTY to provide FAPE, and the COUNTY is not otherwise required to provide
18 Educationally Related Mental Health Services, except to the extent State law provides for the provision
19 of the same or similar mental health services to the same or similar students.

20 B. NOW, THEREFORE, based on foregoing recitals, Operative Principles, and other mutual
21 considerations and promises herein, the Parties agree as follows:

22 1. DISTRICT'S Provision of FAPE: It is understood and agreed the DISTRICT has the right
23 and obligation under IDEA to determine Educationally Related Mental Health Services needed for an
24 eligible student to receive FAPE. The COUNTY will provide to the DISTRICT's designated students
25 the services detailed in Exhibit A and/or Exhibit B for fiscal year 2012-2013 and pursuant to this
26 Agreement only. DISTRICT may use the COUNTY to provide Educationally Related Mental Health
27 Services or may independently, or through a third party vendor, provide for Educationally Related
28 Mental Health Services. DISTRICT shall bear the costs of and pay the COUNTY for the provision of
29 Educationally Related Mental Health Services provided, in accordance with this Agreement, to
30 DISTRICT students; the COUNTY will not bill DISTRICT to the extent that any such services are paid
31 for by other State or federal funding sources, specifically Medi-Cal and EPSDT.

32 2. Funding and Reimbursement: To the extent legally permissible, the COUNTY will identify
33 and use Medi-Cal, Early and Periodic Screening, Diagnosis, and Treatment ("EPSDT"), and any other
34 state or federal funding sources designated for the provision of specialty mental health services to
35 children who may also qualify for services under the IDEA in providing Educationally Related Mental
36 Health Services under this Agreement. DISTRICT will reimburse the COUNTY for any costs incurred
37 in providing educationally necessary mental health assessments and services to students hereunder

1 which exceeds alternate funding, or for Medi-Cal eligible students that do not meet medical necessity for
2 specialty mental health services.

3 3. Cooperation in Administrative Proceedings: Although the COUNTY will not be named by
4 the DISTRICT as a party to due process proceedings under the IDEA's procedural safeguards, the
5 COUNTY agrees to cooperate with the DISTRICT/SELPA for all administrative or other legal
6 proceedings involving special education students receiving services from the COUNTY pursuant to this
7 Agreement. The COUNTY will ensure that relevant staff are available, when possible, and will provide
8 copies of source documents related to services provided under terms of this Agreement to the extent
9 permitted by law with appropriate written permissions from parents/guardians.

10 4. Referrals and Assessment Reports:

11 a. DISTRICT may refer students, as determined by the DISTRICT, with suspected
12 educationally related mental health needs arising from a qualifying IDEA disability to the COUNTY for
13 mental health assessment within ten days of DISTRICT's receipt of signed consent from the
14 parent/guardian, and the COUNTY will process and complete the assessment within the IDEA timeline.
15 If DISTRICT does not forward the referral information within ten days of receipt of written consent (not
16 counting days between the pupil's regular school sessions, terms, or days of school vacation in excess of
17 five schooldays) from the parent/guardian, COUNTY has the option of requesting an extension of the
18 timeline. DISTRICT will provide a "Referral Packet" that includes a statement of the student's
19 problems, all necessary assessment reports, background information, signed consents and releases, and
20 any other relevant information as set forth in the IDEA and California Education Code.

21 b. The COUNTY will attend related Individual Education Program ("IEP") meetings if
22 requested by DISTRICT.

23 c. For services provided under Exhibit A, the COUNTY's assessment will result in a
24 report that will include recommendations for specific mental health services or no mental health
25 services, and the assessment report will be submitted to the DISTRICT within a minimum of three (3)
26 working days prior to the IEP. Such recommendations will only be advisory to and not otherwise
27 binding upon the DISTRICT.

28 d. For services provided under Exhibit B, the COUNTY's assessment will result in a
29 report that recommends either placement in a residential treatment facility or other mental health
30 services as appropriate, and the assessment report will be submitted to the DISTRICT within a minimum
31 of three working days prior to the IEP. COUNTY's recommendations will only be advisory to, and not
32 otherwise binding upon, the DISTRICT.

33 5. HCA's Provision of Services:

34 a. Educationally Related Mental Health Services for eligible students, as referenced in this
35 AGREEMENT, are defined in Exhibit A and B of this Agreement.

36 b. As part of this Agreement, each district may select a package of services from both
37 Exhibit A and Exhibit B, or, from either Exhibit A or Exhibit B. The services described in Exhibit A

1 and/or Exhibit B will be provided as needed for eligible children with qualifying disabilities, as defined
2 under the IDEA, in paragraph (3) of Section 1401 of Title 20 of the United States Code. Services
3 provided by the COUNTY under this Agreement will be dependent upon the Exhibit(s) selected by the
4 DISTRICT. DISTRICT must make its selection by marking the box or boxes below, indicating which
5 mental health services the DISTRICT wishes the COUNTY to provide as part of this Agreement:

- 6 1) EXHIBIT A: Outpatient Services (for students not placed residentially)
7 2) EXHIBIT B: Residential Placement Services

8 c. The COUNTY will provide Educationally Related Mental Health Services listed in
9 Exhibit A and/or Exhibit B as long as the student remains enrolled in a school district that has entered
10 into this Agreement for such services. In cases where a student is identified as being no longer enrolled
11 in the school district that has entered into this Agreement, such services will be transferred to the new
12 school district of responsibility. Examples of these types of cases may include, but are not limited to,
13 the following: a student who matriculates to another school district that has not entered into this
14 Agreement, a student who changes residence, a student that discharges from residential placement (and
15 requires a service that is not included as part of this Agreement), or a student who remains in residential
16 placement but matriculates into another school district that has not entered into this Agreement.

17 1) A minimum of one therapeutic termination session may be needed for each student
18 that moves to a school district that has not entered into this Agreement as well as case management
19 services to link the parent to the new district representative handling the IEP related mental health
20 services.

21 2) DISTRICT will inform the COUNTY in a timely manner, and by means of written
22 or electronic notification, that a student has graduated, matriculated out of the DISTRICT, or moved to
23 another district. Failure of DISTRICT to provide evidence to the COUNTY of either written or
24 electronic notification of the student's graduation, matriculation and/or move shall make DISTRICT of
25 origin responsible for costs of all services provided up to the day of notification. Notification shall be
26 sent to CYS Administration and the appropriate Service Chief.

27 d. The COUNTY agrees to provide monthly "Student by School District" Reports to
28 DISTRICT via the SELPA to review and validate that HCA's Integrated Records Information System
29 ("IRIS") has eligible students documented in the correct district of residence, per the most current IEP
30 found in the county mental health record. These reports will be delivered to SELPAs via secured e-mail
31 approximately twenty-one (21) days from the last day of the month. SELPAs/DISTRICTS will have
32 approximately fourteen (14) days to submit corrections to HCA's designated staff member.

33 e. The COUNTY agrees to provide two "IEP Related Service Detail" reports to
34 DISTRICT via the SELPA which provide detail of units of service and covered mental health services
35 provided to eligible students. The first report will be delivered via secured e-mail by February 1, 2013
36 (covering services from July 1, 2012 through December 31, 2012), and the second report will be
37 delivered by August 1, 2013 (covering services from January 1, 2013 through June 30, 2013).

1 f. Funding and/or reimbursement received by the COUNTY, from sources other than
2 DISTRICT, for Educationally Related Mental Health Services will offset any amount DISTRICT is
3 required to fund under this Agreement. The accounting of expenditures to DISTRICT will reflect the
4 cost of services and the units of service billed to Medi-Cal and EPSDT.

5 g. The COUNTY shall bill DISTRICT for services based on invoices that itemize the
6 service function code, units of services and rate per unit. The rate per unit is as follows:

7 1) Case Management (Outpatient): \$3.23/minute

8 2) Collateral Services, Assessment, Individual Therapy, and Group Therapy
9 (Outpatient): \$4.18/minute

10 3) For Placement Services provided to clients in Out-of-State Group Homes,
11 DISTRICT shall reimburse the COUNTY for time spent involved with activities noted in Exhibit B at
12 the case management rate of \$3.23 a minute and will include a pro-rated share of travel costs that will
13 include car rental and fuel, airfare, lodging, and meals.

14 h. Medication management is not a service included in this Agreement.

15 i. If there are any billing errors, the costs will be revised through a reconciliation process.

16 6. Residential Placement: The COUNTY will make recommendations directly to DISTRICT
17 for students appearing to need residential placement prior to the IEP meeting. The COUNTY's
18 recommendation will be advisory. The COUNTY's report will be given to DISTRICT a minimum of
19 three (3) working days prior to the IEP. The DISTRICT will review the report with parents at the IEP
20 meeting. The COUNTY report will be considered an educational record as federal and state laws allow.
21 DISTRICT will be responsible for making all payments to residential treatment facilities for the board
22 and care, education, and educationally related mental health treatment costs of students placed from their
23 DISTRICT.

24 7. Reimbursement of Educationally Related Mental Health Services: DISTRICT will provide
25 reimbursement to the COUNTY for the provision of Educationally Related Mental Health Services, as
26 outlined in Exhibits A and/or B, at the rates listed in Subparagraph 5.g., above.

27 a. DISTRICT will reimburse the COUNTY for Costs within forty-five (45) days of receipt
28 of submitted claims (as set forth more specifically in paragraph 8 below) subject to review by the School
29 District.

30 b. The COUNTY agrees that their billing system will clearly set forth the name of the
31 student, date of birth, the school district of residence, the dates and times of services provided and a
32 description of the services that is satisfactory to DISTRICT.

33 c. The COUNTY agrees to quickly resolve all billing disputes. Proof of the correction of
34 billing disputes shall be provided to DISTRICT within thirty (30) days. Proof of the correction will be
35 set forth in a written document listing the corrections and provided to DISTRICT within 30 days.

36 d. The COUNTY agrees to provide copies of audits performed by State or other regulatory
37 entities under which it operates related to claims for reimbursement of Educationally Related Mental

1 Health Services, upon a request made by the Orange County Department of Education. To the extent
2 permitted by law, audit results will be kept confidential among the parties to this Agreement.

3 8. Submission of Claims:

4 a. The COUNTY will submit a claim for services under this Agreement quarterly, within
5 thirty days of the end of each quarter, using the state fiscal year of July through June. The claim shall
6 include a detailed report of cost of services provided to each district's student(s). This report will
7 include information from those Encounter Documents (ED) entered into the COUNTY'S Integrated
8 Records and Information System (IRIS) at the time the report is generated. DISTRICT shall reimburse
9 the COUNTY, at the agreed to rate, for all costs incurred in providing Educationally Related Mental
10 Health Services which are not reimbursed by other funding sources. Payment must be received within
11 forty-five days of the claim.

12 b. The COUNTY will provide a final reconciliation to DISTRICT by December 1, 2013 or
13 sooner if possible.

14 c. The COUNTY quarterly claims will be mailed to DISTRICT at the following address:

15
16 Capistrano Unified School District
17 33122 Valle Road
18 San Juan Capistrano, CA 92675
19

20 d. Checks should be mailed to COUNTY at the following address:

21 Health Care Agency
22 Attn: BHS/CYS/PS
23 405 West 5th Street
24 Santa Ana, CA 92701

25 9. Mailing of Reports: Monthly and semi-annual service reports will be mailed to DISTRICT
26 and SELPA at the following address:

27
28 Capistrano Unified School District
29 33122 Valle Road
30 San Juan Capistrano, CA 92675
31

32 10. Privacy: The COUNTY and SELPA acknowledge the protections afforded to student health
33 information under regulations adopted pursuant to the Health Insurance Portability and Accountability
34 Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and
35 Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy of
36 student information. The COUNTY and DISTRICT shall ensure that all activities and communications
37 undertaken under this Agreement will conform to the requirements of these laws.

1 11. Modification: This Agreement shall not be modified or amended without the mutual
2 written consent of the Parties.

3 12. Integration: This Agreement represents the entire understanding of SELPA/DISTRICT and
4 the COUNTY as to those matters contained herein, and supersedes and cancels any prior oral or written
5 understanding, promises or representations with respect to those matters covered hereunder. This
6 Agreement may not be modified or altered except in writing and signed by both Parties hereto. This is
7 an integrated Agreement.

8 13. Indemnity:

9 a. The COUNTY and DISTRICT shall each defend, hold harmless and indemnify the
10 other party, its governing board, officers, administrators, agents, employees, independent contractors,
11 subcontractors, consultants, and other representatives from and against any and all liabilities, claims,
12 demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and
13 including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death,
14 sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from
15 or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent,
16 wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors,
17 independent contractors, consultants, or other representatives.

18 b. This indemnity provision shall survive the term of this Agreement and is in addition to
19 any other rights or remedies that the COUNTY or DISTRICT may have under law and/or this
20 Agreement.

21 14. Laws and Venue: This Agreement shall be interpreted in accordance with the laws of the
22 State of California. If any action is brought to interpret or enforce any term of this Agreement, the action
23 shall be brought in a state or federal court situated in the County of Orange, State of California, unless
24 otherwise specifically provided for under California law.

25 15. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or
26 benefits to anyone other than DISTRICT and the COUNTY.

27 16. Severability: The unenforceability, invalidity or illegality of any provision(s) of this
28 Agreement shall not render the other provisions unenforceable, invalid, or illegal.

29 17. Term: This Agreement shall cover the period of July 1, 2012 through June 30, 2013.

30 18. Termination: Either party may terminate this Agreement, without cause, upon thirty (30)
31 days written notice given to the other party.

32 19. Dispute Resolution: The COUNTY and DISTRICT agree that resolution of disputes on the
33 implementation of this Agreement will be initially conducted through collaborative efforts between the
34 Parties. In the event a collaborative resolution cannot be achieved, the Parties agree that Title 5 of the
35 California Code of Regulations at §4600, et seq. relating to "Uniform Complaint Procedures" will be
36 applied.

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1 20. Default; Force Majeure:

2 a. Neither party shall be deemed to be in default of the terms of this Agreement if either
3 party is prevented from performing its terms by causes beyond its control, including without being
4 limited to: acts of God; any laws and/or regulations of State or Federal government; or any catastrophe
5 resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of
6 the stated contingencies occur, the party delayed by force majeure shall immediately give the other
7 parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable
8 diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is
9 corrected, the party delayed shall immediately give the other parties written notice thereof and shall
10 resume performance of the terms of this Agreement.

11 b. Neither party shall be liable for any excess costs if the failure to perform the Agreement
12 arises from any of the contingencies listed above.

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1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly
2 authorized officers in the County of Orange, California.

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4 CAPISTRANO UNIFIED SCHOOL DISTRICT

5
6 BY: _____ DATED: August 20, 2012
7 Clark D. Hampton
8 TITLE: Deputy Superintendent, Business and Support Services

9
10
11 COUNTY OF ORANGE

12
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14 BY: _____ DATED: _____
15 HEALTH CARE AGENCY

16
17
18 APPROVED AS TO FORM
19 OFFICE OF THE COUNTY COUNSEL
20 ORANGE COUNTY, CALIFORNIA

21
22
23 BY:  DATED: 5/31/12
24 DEPUTY

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF
3 EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CAPISTRANO UNIFIED SCHOOL DISTRICT
8 JULY 1, 2012 THROUGH JUNE 30, 2013
9

10 **DESCRIPTION OF OUTPATIENT SERVICES TO BE PERFORMED BY THE COUNTY**
11

12 Outpatient Services are defined as follows:

13 A. Assessment:

14 1. Initial Assessment Services: This includes, but is not limited to, clinical analysis of the
15 pertinent history related to the current status of the student's mental, emotional, or behavior condition;
16 interviews with significant persons in the student's life; interview(s) with student (when possible); and
17 consultation with school district personnel.

18 2. Annual Assessments: This consists of reassessments required to reassess a student to
19 determine eligibility for mental health services under the IDEA and/or to determine the appropriate
20 composition of such services.

21 3. Assessment Updates: This includes six (6)-month updates for documentation purposes and
22 chart review.

23 B. Mental Health Services – Mental Health Services² shall include:

24 1. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent
25 with the student's IEP mental health goals that focus primarily on symptom reduction as a means to
26 improve functional impairments. Individual Therapy is usually delivered to an individual, face-to-face
27 without any other person or family member present.

28 2. Group Therapy: Group Therapy includes those therapeutic interventions for more than one
29 student that focuses primarily on addressing the student's mental health goals and symptom reduction as
30 a means to improve functional impairments.

31 3. Collateral Services: Collateral Services consists of contact with one or more significant
32 support persons in the life of the student which are determined by student's IEP team to be necessary to
33 address the student's IEP mental health goals and which may include consultation and training to assist
34 in better utilization of services and understanding mental illness. Collateral services include, but are not
35 limited to, helping significant support persons to understand and accept the student's condition and
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37 ² Mental Health Services include driving time if service is provided offsite from clinic.

1 involving them in service planning and implementation of service plan(s). Family counseling or therapy
2 which is provided on behalf of the student is considered collateral.

3 4. Family Therapy: Family Therapy consists of contact with the student and one or more
4 family members and/or significant support persons that address a student's IEP mental health goals.
5 Services shall focus on the care and management of the student's mental health conditions within the
6 family system.

7 D. Case Management – Case Management Services are activities that are provided by staff to
8 access medical, educational, social, prevocational, vocational, rehabilitative, or other needed
9 educationally-related services for eligible students. Services may include the following:

10 1. Linkage and Coordination: Includes the identification and pursuit of resources needed for
11 provision of a free and appropriate public education to a student, including, but not limited to the
12 following:

13 a. Inter-and intra-agency communication, coordination, and referral, including reports to
14 Child Protective Services;

15 b. Monitoring service delivery to ensure an individual's access to services;

16 c. Attending IEPs and legal proceedings as requested by DISTRICT or as required by
17 subpoena.

18 2. Plan Development: Plan Development consists of the following that address a student's
19 mental health goals:

20 a. When staffs develop Client Plans, approve Client Plans, and/or monitor a client's
21 progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or
22 program goals, with a client or family member and/or significant support persons to obtain signatures on
23 the Client Plan, and, if needed, have the Client Plan reviewed and signed by a
24 licensed/waivered/registered clinician.

25 b. When staff meet to discuss the student's clinical response to the Client Plan or to
26 consider alternative interventions.

27 c. When staffs communicate with other professionals to elicit and evaluate their
28 impressions (e.g. probation officer, teachers, social workers) of the student's clinical progress toward
29 achieving their Client Plan goals, their response to interventions, or improving or maintaining client's
30 functioning.

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1 EXHIBIT B
2 TO AGREEMENT FOR PROVISION OF
3 EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CAPISTRANO UNIFIED SCHOOL DISTRICT
8 JULY 1, 2012 THROUGH JUNE 30, 2013
9

10 **DESCRIPTION OF RESIDENTIAL PLACEMENT SERVICES TO BE PERFORMED BY THE COUNTY**

11 Residential Placement Services are defined as supportive assistance to the individual in the
12 assessment, determination of need, and securing adequate and appropriate living arrangements that are
13 needed for the student to receive a free and appropriate public education.

14 A. Assessment for Residential Placement:

15 1. Initial Assessment Services: This includes clinical analysis of the pertinent history related
16 to the current status of the student's mental, emotional or behavior condition.

17 2. Annual Assessments: This consists of reassessments required to reassess a student to
18 determine eligibility for mental health services under the IDEA and/or to determine the appropriate
19 composition of such services.

20 3. Assessment Updates: This includes six (6)-month updates for documentation purposes and
21 chart review.

22 B. Residential Case Management:

23 1. Placement Search: Locating and securing an appropriate residential treatment center;

24 2. Placement Admission: Accessing services necessary to secure placement including, but not
25 limited to, assisting school districts to obtain the Interstate Compact for the Placement of Children
26 (ICPC) approval when necessary, including preparation of documentation and coordination with Orange
27 County Social Services Agency, Orange County Probation Department, and school district staff to obtain
28 information and documentation required by the ICPC. By assisting in this manner, the COUNTY, or its
29 individual staff members, in no way intend to become the "sending agency" as defined by the law that
30 governs the ICPC.

31 3. Residential Case Management Visits: Face-to-face visits with the student three (3) times
32 per year. In addition, visits will include contact with staff, a review of records, and documentation of
33 visit.

34 4. Placement Discharge: Assisting the client and family to terminate services from the
35 residential treatment facility and transition to a continuity of care as directed by the IEP.

36 5. IEP Attendance: Where necessary, as determined by the DISTRICT, the COUNTY case
37 manager will attend IEPs for designated individuals being served.

Memorandum of Understanding Between
The Orange County Superintendent of Schools
And
“Capistrano Unified School District”
2012-2013

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as “OCDE” and the “Capistrano Unified School District,” herein referred to as “District,” and collectively referred to herein as the “Parties,” mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2012, and ending June 30, 2013.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at <http://www.ocde.us/sped/Pages/default.aspx>.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. OCDE shall maintain and provide special education programs for District pupils during the 2012-2013 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for

home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s).

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to

respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2012 through June 1, 2013. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

10. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials

representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services necessary for the pupil to benefit from the special education program shall be provided by the District or as otherwise agreed to by OCDE and the District, including translator services at IEP team meetings

and/or translation of documents. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and

subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2012-2013 will be based on actual information for 2011-2012 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year.

In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the

school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close a Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2012-2013

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other

similar overnight delivery service. Notice is deemed to have be duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE: Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Dennis Roberson**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4133

District: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Sara Jocham, Assistant Superintendent, SELPA
FAX: (949) 240-9047
Phone: (949) 234-9275

21. No Waiver

The failure of OCDE in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
OCDE - [NAME]

CAPISTRANO UNIFIED SCHOOL DISTRICT
DISTRICT - [NAME]

BY: _____
(Authorized Agent)

BY: _____
(Authorized Agent)

DATE: _____

DATE: August 20, 2012

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:
DATE: 8/1/12
LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION
BY: Lysa M. Saltzman ATTORNEY

**Orange County Department of Education
Special Schools Program**

| 2012-13 B1 Budget | Object | 2011-12 | 2012-13 |
|--|---------------|---|---|
| | Code | Estimated Actuals Budget as of 5/18/12 | Preliminary 1 Budget as of 5/24/12 |
| Restricted Fund Balance Low Incidence | 9791 | 456,057 | 483,507 |
| Reserve for Economic Uncertainty | 9791 | 893,194 | 886,014 |
| Adjustment to ending balance | | | |
| Total Beginning Balance | 9791 | 1,349,251 | 1,369,521 |
| Federal Jobs | | 182,428 | 0 |
| Revenue | | | |
| Revenue Limit | 8091&8099 | 2,941,312 | 2,531,958 |
| AB602 Allocation | 8097 | 1,758,193 | 1,785,918 |
| AB602 Allocation | | 4,699,505 | 4,317,876 |
| Prior Year Apportionment | 8319 | 0 | 0 |
| Other State Revenue | 8590 | 0 | 0 |
| Other State Revenue | | 0 | 0 |
| Interagency Fees Bill Back to Districts | 8677 | 20,609,350 | 21,446,195 |
| Interagency Fees Special Circumstance Aids | 8677 | 3,525,000 | 3,459,701 |
| Other revenue | 8631 | 6,000 | 0 |
| Other Local Revenue/EE contract | 8699 | 93,006 | 93,000 |
| Other Local Revenue | | 24,233,356 | 24,998,896 |
| Transfer in from Other Fund | 8919 | | |
| Contribution from Unrestricted | 8980 | | |
| Contribution for Indirect | 8981 | 510,381 | 440,826 |
| Contribution from Restricted | 8990 | 157,992 | 0 |
| Contribution to Restricted Routine Maint. | 8991 | -210,390 | -210,390 |
| Contribution to Food Services | 8992 | -106,700 | -106,372 |
| Contribution to Special Ed | 8993 | 87,500 | 0 |
| Total Contributions | | 438,783 | 124,064 |
| Total Revenue | | 30,903,323 | 30,810,358 |

**Orange County Department of Education
Special Schools Program**

| 2012-13 B1 Budget | Object | 2011-12 | 2012-13 |
|---------------------------------------|-----------------|---|---|
| | Code | Estimated Actuals Budget as of 5/18/12 | Preliminary 1 Budget as of 5/24/12 |
| Expenditures | | | |
| Teachers Salaries | 1100 | 6,664,684 | 6,355,415 |
| Pupil Support Salaries | 1200 | 1,242,279 | 1,256,202 |
| Supervisor/Administrators | 1300 | 986,398 | 986,398 |
| Other Certificated | 1900 | 1,013,210 | 1,031,904 |
| Total Certificated | | 9,906,571 | 9,629,919 |
| Instructional Assistants | 2100 | 6,659,173 | 6,719,690 |
| Classified Support Salaries | 2200 | 526,785 | 537,178 |
| Supervisors/Managers | 2300 | 455,439 | 431,241 |
| Clerical/Technical | 2400 | 790,537 | 760,555 |
| Short term Sub | 2900 | 0 | 0 |
| Total Classified | | 8,431,934 | 8,448,664 |
| STRS/PERS | 3100-3200 | 1,778,959 | 1,752,229 |
| Medicare and PARS | 3300 | 254,477 | 249,608 |
| Health and Welfare | 3400 | 4,260,046 | 4,230,943 |
| Unemployment | 3500 | 296,077 | 290,803 |
| Worker's Comp | 3600 | 285,168 | 280,062 |
| PERS Reduction | 3800 | 199,817 | 198,694 |
| Life Insurance/Other | 3900 | 30,650 | 29,710 |
| Total Benefits | | 7,105,194 | 7,032,049 |
| Federal ARRA/Jobs Expenditures | site 625 | 182,428 | - |
| Textbooks | 4100 | 0 | 0 |
| Other Books | 4200 | 900 | 900 |
| Materials and Supplies | 4300 | 252,380 | 686,129 |
| NonCapitalized Equipment | 4400 | 85,193 | 86,500 |
| Total Books and Supplies | | 338,473 | 773,529 |
| Travel and Conference | 5200 | 114,208 | 117,050 |
| Dues and Membership | 5300 | 1,430 | 1,430 |
| Utilities | 5500 | 169,833 | 185,586 |
| Rents/Leases | 5640 | 451,640 | 487,608 |
| Repairs/Maintenance | 5600 | 45,254 | 63,285 |
| Transfer of Direct Costs | 5700 | 19,212 | 22,131 |
| Professional/Consulting Services | 5800 | 163,733 | 102,809 |
| Communications | 5900 | 84,385 | 82,894 |
| Total | | 1,049,695 | 1,062,793 |
| Improvement on Sites | 6100 | 0 | 0 |
| Buildings | 6200 | 0 | 0 |
| Capitalized Equipment | 6400/6500 | 5,361 | 10,000 |
| Total | | 5,361 | 10,000 |
| Support Costs | 7340 | 2,003,765 | 2,011,347 |
| Support Contributions | 7341 | 510,381 | 440,826 |
| IFT out-other authorized IFT | 7619 | 0 | 0 |
| Total Support | | 2,514,146 | 2,452,173 |
| Total Expenditures | | 29,533,802 | 29,409,127 |
| Restricted Fund Balance Low Incidence | 9780/9740 | 483,507 | 518,957 |
| Reserve for Economic Uncertainty | 9780 | 886,014 | 882,274 |
| Ending Fund Balance | | 1,369,521 | 1,401,231 |

**Orange County Department of Education
Special Schools Program**

| 2012-13 B1 Budget | Object | 2011-12 | 2012-13 |
|--|---------------|---|---|
| | Code | Estimated Actuals Budget as of 5/18/12 | Preliminary 1 Budget as of 5/24/12 |
| Total bill back | | 20,609,350 | 21,446,195 |
| Average enrollment | | 505.91 | 488.00 |
| Estimated Bill Back per pupil | | 40,737 | 43,947 |
| Proposed Refund to District | | - | - |
| Actual billing | | 40,737 | 43,947 |
| Increase per Student from Prior Year | | | 7.3% |
| | | | 3,210 |
| SUMMARY | | | |
| Beginning Balance | | 1,349,251 | 1,369,521 |
| Revenues | | 29,554,072 | 29,440,837 |
| Expenditures | | 29,533,802 | 29,409,127 |
| Ending Balance | | 1,369,521 | 1,401,231 |
| Refund to districts/reduce billback? | | 0 | 0 |
| Ending Balance | | 1,369,521 | 1,401,231 |
| Less Reserve for Low Incidence | | 483,507 | 518,957 |
| Available | | 886,014 | 882,274 |
| Required 3% | | 886,014 | 882,274 |
| Diff (balance may be return to the district or use to offset | | 0 | 0 |
| Average Enrollment | | 506 | 488 |
| Refund to District per Student | | - | - |

| | 2012-13 (B2) |
|--|--------------|
| 1. Average number of pupils transported | 269 |
| 2. Maximum number of billable days | 202 |
| 3. Classified Salaries | \$ 88,048 |
| 4. Employee Benefits | \$ 28,952 |
| 5. Supplies | \$ 50 |
| 6. Travel/Conferences/Dues/Memberships | \$ 1,300 |
| 7. Other Expenses | \$ - |
| 8. Contracts with Private Contractors (5100) | \$ 3,588,093 |
| 9. Payments to Private Carriers (5830) | \$ 25,000 |
| 10. Other Services/Operating Expenses | \$ 100 |
| 11. Equipment/Replacement | \$ - |
| 12. Therapy Transportation | |
| Subtotal Direct Costs | \$ 3,588,093 |
| 13. Direct Support costs | \$ 143,450 |
| 14. Total Direct/Direct Support Costs | \$ 0 |
| 15. Indirect Support Costs @ 1% | \$ 1,435 |
| 16. Total Transportation Cost Allocation | \$ 3,732,978 |
| 17. State Transportation Entitlement | \$ 1,617,327 |
| Projected Reduction | \$ (190,274) |
| 18. Beginning Fund Balance | \$ - |
| Total | \$ 1,427,053 |
| 19. Excess Transportation Cost | \$ 2,305,924 |
| 19a. *Per Pupil Excess Cost Line19/Line1 | \$ 8,572 |
| 19b. *Per Day Excess Cost Line19a/Line2 | 42.44 |

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1213-02

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 88-1 (RANCHO SANTA MARGARITA) FOR FISCAL YEAR 2012-2013**

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita) (“CFD No. 88-1”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, CFD No. 88-1 issued its Series 1989 Special Tax Bonds in the amount of \$12,500,000 (“Series 1989 Bonds”) pursuant to Resolution No. 89-48, adopted by the Board of Trustees (“Board”) of the District acting as the legislative body of CFD No. 88-1, which “Bonds” were refunded by the issuance of the CFD No. 88-1 Series 1996 \$12,755,000 Special Tax Refunding Bonds pursuant to Resolution No. 9596-98 adopted by the Board on March 25, 1996 (“Series 1996 Bonds”); and

WHEREAS, the Board acting as the legislative body of CFD No. 88-1 is authorized pursuant to Resolutions Nos. 88-29 and 88-30 (“Resolutions of Formation”) and Ordinance No. 88-1-1 adopted by the Board on July 17, 1989 (“Ordinance”), to levy a special tax sufficient to pay principal, interest and administrative expenses with respect to Bonds of CFD No. 88-1, which include the Series 1996 Bonds, to pay certain costs of the Facilities including rehabilitation (as defined in the Resolutions of Formation) and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the “Special Taxes” for Fiscal Year 2012-2013, 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 Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 88-1, does hereby resolve, determine, and order as follows:

EXHIBIT 20

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. 88-1 which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2012-2013 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 88-1 entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2012-2013 Administration" ("DTA 2012-2013 Administration Report") submitted herewith. The DTA 2012-2013 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, 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. 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 1996 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. 88-1.

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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 2012-2013 on or before August 21, 2012, 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 20th day of August, 2012.

BOARD OF TRUSTEES OF THE CAPISTRANO
UNIFIED SCHOOL DISTRICT ACTING AS THE
LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 88-1 OF THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
(RANCHO SANTA MARGARITA)

By: _____
Dr. Gary Pritchard, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Lynn Hatton, Clerk of the Board of Trustees of
the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Lynn Hatton, 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 at a meeting of the Board of Trustees held on the 20th day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a regular meeting of said Board held on the 20th day of August, 2012.

Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1213-03

**AFFIRMING, RATIFYING, AND AUTHORIZING THE LEVY OF
SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-1 (COTO DE
CAZA) FOR FISCAL YEAR 2012-2013**

WHEREAS, on February 20, 1990, the Board of Trustees of the Capistrano Unified School District (“District”) adopted Resolution No. 90-12, which resolution established Community Facilities District No. 90-1 of the Capistrano Unified School District (Coto de Caza) (“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, is authorized, pursuant to Resolution Nos. 90-12 and 90-13 approved on February 20, 1990 (collectively, “Resolutions of Formation”) and 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, pursuant to the Rate and Method of Apportionment for CFD No. 90-1 (“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 such property; 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, 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 2012-2013, for the purpose specified in the Ordinance, and to authorize the Assistant Superintendent, Business Services or designee to determine the adjustment of the Special Taxes of CFD No. 90-1 as of January 1, 2013, for the applicable calendar year 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 Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District 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, and 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 2012-2013 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 Assistant Superintendent, Business Services or designee is authorized to determine the annual amount of Special Taxes of CFD No. 90-1 as of January 1, 2013, and annually thereafter, 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. 90-12. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

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

Section 6. If and when any additional Bonds are issued or such Special Taxes are pledged as to any additional Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any additional Bonds issued on behalf of CFD No. 90-1.

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

ADOPTED, SIGNED AND APPROVED this 20th day of August, 2012.

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: _____
Dr. Gary Pritchard, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Lynn Hatton, 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 at a meeting of the Board of Trustees held on the 20th day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a regular meeting of said Board held on the 20th day of August, 2012.

Lynn Hatton, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1213-04

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 90-2 (TALEGA) FOR FISCAL YEAR 2012-2013**

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 (“Board”), acting as the legislative body of CFD No. 90-2, pursuant to the Act, on April 26, 1999, adopted its Resolution No. 9899-112 to alter the existing rate and method of apportionment of “Special Taxes,” 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 called and duly held an election on June 14, 1999, in Community Facilities District 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 Propositions A, B and C, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A, B and C; 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

EXHIBIT 22

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 2012-2013, 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 Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District 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 2012-2013 at the tax rates set forth in the report prepared by David Taussig and Associates entitled “Capistrano Unified School District Community Facilities District Fiscal Year 2012-2013 Administration” (“DTA 2012-2013 Administration Report”) submitted herewith. The DTA 2012-2013 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, 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. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 9899-112. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 9899-112.

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

Section 6. When Bonds are sold and issued or such Special Taxes pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the 2006 Bonds, order that the same be collected by an action

brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the applicable provisions of any Bonds issued on behalf of CFD No. 90-2.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2012-2013 on or before August 21, 2012, 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 20th day of August, 2012.

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: _____
Dr. Gary Pritchard, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Lynn Hatton, 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 at a meeting of the Board of Trustees held on the 20th day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a regular meeting of said Board held on the 20th day of August, 2012.

Lynn Hatton, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1213-05

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN IMPROVEMENT
AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 (TALEGA)
FOR FISCAL YEAR 2012-2013**

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”), authorized the issuance of bonded indebtedness of the Improvement Area in an amount not to exceed \$50,000,000 and established an appropriations limit therefor, 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”) 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, B and C, 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, B and C, for the purposes described therein and to take the necessary steps to levy the Special Taxes authorized by Propositions A, B and C; 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 has 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)” (“Bonds”); and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2012-2013 for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

EXHIBIT 23

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 Capistrano Unified School District, acting in its capacity as the legislative body of Improvement Area No. 2002-1 of the Community Facilities District 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 2012-2013 at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Fiscal Year 2012-2013 Administration" ("DTA 2012-2013 Administration Report") submitted herewith. The DTA 2012-2013 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, 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. 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. 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 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 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 2012-2013 on or before August 21, 2012, 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 20th day of August, 2012.

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: _____
Dr. Gary Pritchard, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a meeting of the Board of Trustees held on the 20th day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a regular meeting of said Board held on the 20th day of August, 2012.

Lynn Hatton, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1213-06

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 92-1 (LAS FLORES) FOR FISCAL YEAR 2012-2013**

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, 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, 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 Resolution No. 9697-52 adopted by the Board on November 18, 1996; 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. 9798-12 adopted by the Board on May 18, 1998; 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, 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 1998 Bonds, to pay certain costs of the “Facilities” (as defined in the Resolutions of Formation) and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2012-2013, for the purpose specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

EXHIBIT 24

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 Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District 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 2012-2013 at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2012-2013 Administration" ("DTA 2012-2013 Administration Report") submitted herewith. The DTA 2012-2013 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, 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. 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 1998 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 2012-2013 on or before August 21, 2012, 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 20th day of August, 2012.

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: _____
Dr. Gary Pritchard, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a meeting of the Board of Trustees held on the 20th day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a regular meeting thereof held on the 20th day of August, 2012.

Lynn Hatton, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1213-07

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 94-1 (RANCHO SANTA MARGARITA) FOR FISCAL YEAR 2012-2013**

WHEREAS, the Capistrano Unified School District (“District”) previously established Community Facilities District No. 94-1 of the Capistrano Unified School District (Rancho Santa Margarita) (“CFD No. 94-1”) pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended (“Act”); and

WHEREAS, the Board of Trustees (“Board”) of the District acting as the legislative body of CFD No. 94-1 is authorized pursuant to Resolutions Nos. 94-64 and 94-65 (“Resolutions of Formation”) and Ordinance No. 94-1-1 adopted by the Board on June 26, 1995 (“Ordinance”), to levy a “Special Tax” sufficient, together with Special Taxes of Community Facilities District No. 88-1 of the Capistrano Unified School District (“CFD No. 88-1”), to pay principal, interest, other periodic costs and administrative expenses with respect to “Bonds” of CFD 88-1 and any Bonds and/or certificates of participation proposed to be issued to finance the Facilities, including the Series 1996 Bonds (as defined below), to pay certain costs of the Facilities (as defined in the Resolutions of Formation) and to pay all expenses incidental thereto; and

WHEREAS, CFD No. 88-1 issued its Series 1989 Special Tax Bonds in the amount of \$12,500,000 pursuant to Resolution No. 89-48, adopted by the Board acting as the legislative body of CFD No. 88-1, which Bonds were refunded by the issuance of the CFD No. 88-1 Series 1996 \$12,755,000 Special Tax Refunding Bonds pursuant to Resolution No. 9596-98 adopted by the Board on March 25, 1996 (“Series 1996 Bonds”); and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2012-2013, 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 Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 94-1, 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. 94-1, which are not otherwise exempt from taxation under the Act or the Ordinance the Special Taxes for Fiscal Year 2012-2013, at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2012-2013 Administration" ("DTA 2012-2013 Administration Report") submitted herewith. The DTA 2012-2013 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, 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. 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 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 1996 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. 94-1.

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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 2012-2013 on or before August 21, 2012, 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 20th day of August, 2012.

BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 94-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO SANTA MARGARITA)

By: _____
Dr. Gary Pritchard, President of the Board of Trustees of the Capistrano Unified School District

By: _____
Lynn Hatton, Clerk of the Board of Trustees of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Lynn Hatton, 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 at a meeting of the Board of Trustees held on the 20th day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a regular meeting of said Board held on the 20th day of August, 2012.

Lynn Hatton, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1213-08

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 98-1A (PACIFICA SAN JUAN) FOR FISCAL YEAR 2012-2013**

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”), acting as the legislative body of CFD No. 98-1A pursuant to the Act has adopted its 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 the District (“Amendments”), as described in Resolution No. 03-04-77; and

WHEREAS, the Board 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. 0304-77, 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 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. 98-1A is authorized, pursuant to Resolutions Nos. 03-04-77, 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, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2012-2013 for the purposes specified in the Ordinance, by the adoption of a “Resolution” as specified by the Act and the Ordinance; and

EXHIBIT 26

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 Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District 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 2012-2013, at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2012-2013 Administration" ("DTA 2012-2013 Administration Report") submitted herewith. The DTA 2012-2013 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, 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. 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 2012-2013 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 2012-2013 on or before August 21, 2012, 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 20th day of August, 2012.

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: _____
Dr. Gary Pritchard, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Lynn Hatton, 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 at a meeting of the Board of Trustees held on the 20th day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a regular meeting of said Board held on the 20th day of August, 2012.

Lynn Hatton, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1213-09

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 98-2 (LADERA) FOR FISCAL YEAR 2012-2013**

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, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2012-2013 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 Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District 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 2012-2013, at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2012-13 Administration" ("DTA 2012-2013 Administration Report") submitted herewith. The DTA 2012-2013 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, 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. 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.

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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 2012-2013 on or before August 21, 2012, 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 20th day of August, 2012.

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: _____
Dr. Gary Pritchard, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Lynn Hatton, 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 at a meeting of the Board of Trustees held on the 20th day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a regular meeting of said Board held on the 20th day of August, 2012.

Lynn Hatton, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1213-10

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 2004-1 (RANCHO MADRINA) FOR FISCAL YEAR 2012-2013**

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, 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 of Trustees (“Board”) of the District acting as the legislative body of CFD No. 2004-1 on January 10, 2005 (“Bonds”); and

WHEREAS, the 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, “Resolutions of Formation”) and Ordinance No. 2004-1-1, approved on December 13, 2004 (“Ordinance”), to levy a “Special Tax” on property in CFD No. 2004-1 to pay principal, interest and administrative expenses with respect to all Bonds of CFD No. 2004-1, which include the 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 Resolutions of Formation and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2012-2013, 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 Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District 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 2012-2013, at the tax rates set forth in the report prepared by David Taussig and Associates entitled "Capistrano Unified School District Community Facilities District Fiscal Year 2012-2013 Administration" ("DTA 2012-2013 Administration Report") submitted herewith. The DTA 2012-2013 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, 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. 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.

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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 2012-2013 on or before August 21, 2012, 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 20th day of August, 2012.

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: _____
Dr. Gary Pritchard, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Lynn Hatton, 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 at a meeting of the Board of Trustees held on the 20th day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a regular meeting of said Board held on the 20th day of August, 2012.

Lynn Hatton, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1213-11

**AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES
DISTRICT NO. 2005-1 (WHISPERING HILLS) FOR FISCAL YEAR 2012-2013**

WHEREAS, on July 26, 2010, the Board of Trustees of the Capistrano Unified School District (“District”) adopted Resolution No. 0506-06, which resolution established Community Facilities District No. 2005-1 of the Capistrano Unified School District (Whispering Hills) (“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 of Trustees of the District, acting as the Legislative Body of CFD No. 2005-1 (“Board”), adopted Resolution No. 1011-43 on March 8, 2011, stating its consideration of a change to the Rate and Method of Apportionment of CFD No. 2005-1 relating to the special taxes of CFD No. 2005-1 (“Special Taxes”), adoption of a Revised Rate and Method of Apportionment (“Revised RMA”), and initiating a public hearing thereon (“S/T Revision Proceedings”), pursuant to the Act; and

WHEREAS, on June 13, 2011, the Board adopted Resolution No. 1011-60 ordering certain changes to the Revised RMA and adoption of a proposed 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 (2/3) 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, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2012-2013, 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 Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District 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 2012-2013 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 2005-1 entitled “Capistrano Unified School District Community Facilities District Fiscal Year 2012-2013 Administration (“DTA 2012-2013 Administration Report”) submitted herewith. The DTA 2012-2013 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, 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. 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 2012-2013 on or before August 21, 2012, 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 20th day of August, 2012.

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: _____
Dr. Gary Pritchard, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Lynn Hatton, 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 at a meeting of the Board of Trustees held on the 20th day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a regular meeting of said Board held on the 20th day of August, 2012.

Lynn Hatton, Clerk of the Board of Trustees of the
Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

RESOLUTION NO. 1213-12

AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 87-1 (MISSION VIEJO/ALISO VIEJO) FOR FISCAL YEAR 2012-2013

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

WHEREAS, CFD No. 87-1 issued its Series 1989 Special Tax Bonds in the amount of \$44,370,000 pursuant to Resolution No. 89-56, adopted by the Board of Trustees (“Board”) of the District acting as the legislative body of CFD No. 87-1 (“Series 1989 Special Tax Bonds”) and its Series 1990 Special Tax Bonds in the amount of \$36,170,000 pursuant to Resolution No. 90-103, adopted by the Board acting as the legislative body of CFD No. 87-1 (“Series 1990 Special Tax Bonds”) and issued its Series 1996A and Series 1996B Special Tax Refunding Bonds in the respective principal amounts of \$42,640,000 and \$38,910,000 pursuant to Resolution No. 9697-06, adopted by the Board acting as the legislative body of CFD No. 87-1 (collectively, “Series 1996 Bonds”) to refund the Series 1989 Special Tax Bonds and the Series 1990 Special Tax Bonds; and

WHEREAS, on June 8, 2006, CFD No. 87-1 issued its Series 2006 Special Tax Refunding Bonds in the amount of \$71,810,000 pursuant to Resolution No. 0506-74, adopted by the Board acting as the legislative body of CFD No. 87-1 (“Series 2006 Bonds”) to refund the Series 1996 Bonds; and

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

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

WHEREAS, the Board acting as the legislative body of CFD No. 87-1 and the Improvement Area is authorized pursuant to Resolution Nos. 87-38 and 87-39 and Ordinance No. 87-1-1 (“Ordinance”) to levy a Special Tax on property in CFD No. 87-1, including the Annexed Territory, which shall be sufficient, together with certain Special Taxes levied within CFD No. 87-1, to pay principal, interest and administrative expenses with respect to all “Bonds” of CFD No. 87-1, which include the Series 1996 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. 87-1 and to pay all expenses incidental thereto; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2012-2013, 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 Capistrano Unified School District, acting in its capacity as the legislative body of the Community Facilities District No. 87-1, does hereby resolve, determine, and order as follows:

Section 1. The above recitals are true and correct.

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

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within CFD No. 87-1, which are not otherwise exempt from taxation under the Act or the Ordinance, or from and after the date of Resolution No. 9697-10, which are owned by a religious institution and used primarily as a place of worship, the Special Taxes for Fiscal Year 2012-2013 at the tax rates set forth in the report prepared by David Taussig and Associates for CFD No. 87-1 entitled “Capistrano Unified School District Community Facilities District Fiscal Year 2012-2013 Administration (“DTA 2012-2013 Administration Report”) submitted herewith. The DTA 2012-2013 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, 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

to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor.

Section 4. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 87-38. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 87-38.

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

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

[The remainder of this page intentionally left blank.]

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 2012-2013 on or before August 21, 2012, 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 20th day of August, 2012.

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

By: _____
Dr. Gary Pritchard, President of the Board of Trustees of the Capistrano Unified School District

By: _____
Lynn Hatton, Clerk of the Board of Trustees of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a meeting of the Board of Trustees held on the 20th day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Lynn Hatton, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Lynn Hatton, 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 at a regular meeting of said Board held on the 20th day of August, 2012.

Lynn Hatton, Clerk of the Board of Trustees of the
Capistrano Unified School District

**AMENDMENT TO CONSULTANT AGREEMENT
NO. C0910101**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP

Consultant Agreement No. C0910101 called for services pursuant to RFQ 10-0809 to be rendered at the rates shown in the agreement.

The contract with Harbottle Law Group shall be amended to reflect additional services, new fee structure and new contract end date of June 30, 2013, as outlined in Exhibit A to this amendment. Annual services under this contract are limited to \$150,000.

Except as set forth in this Amendment, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Harbottle Law Group

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

**RETAINER AGREEMENT BETWEEN HARBOTTLE LAW GROUP AND
CAPISTRANO UNIFIED SCHOOL DISTRICT**

FISCAL YEAR, JULY 1, 2012-JUNE 30, 2013

This attorney retainer agreement is entered into by and between Harbottle Law Group ("HLG") on one hand, and Capistrano Unified School District ("Client") on the other for the fiscal year beginning on July 1, 2012 and extending through June 30, 2013.

1. Scope of Work and Duties. Client hires HLG to advise Client and perform legal services for Client and such other and further matters as Client and HLG from time to time agree upon. HLG will perform these services, will keep Client informed of progress, and will respond to Client's inquiries.

2. Client's Duties. Client agrees to provide HLG such information, assistance and cooperation as is necessary for HLG to effectively perform its services under this Agreement. Client shall timely pay HLG's bills for fees and costs.

Client shall keep HLG advised of Client's address, telephone numbers, and other pertinent contact information during the pendency of this Agreement.

3. Legal Fees, Billing Practices and Personnel.

A. HLG's fees will be charged on an hourly basis for all time actually expended and are generally billed monthly. The payment of such bills will be due within 30 days from the date of the invoice. It is presently anticipated that HLG Director, S. Daniel Harbottle will be principally involved in performing the legal services under this Agreement, however, HLG will utilize those attorneys and staff it determines to be best suited to the task, consistent with the competent and efficient rendering of legal services.

B. The term of this Agreement shall be until termination as set forth herein, and will commence on the date of execution of this Agreement. Except as provided in Section 3(C) below, the services to be performed by HLG hereunder shall be provided at a rate not to exceed One-Hundred Ninety-Five Dollars (\$195.00) per hour for Mr. Harbottle, and One-Hundred Ninety Dollars (\$190.00) per hour for other HLG attorneys.

C. Beginning on August 1, 2012, and extending for an initial period of six (6) months, HLG attorney Sara C. Young ("Young") shall work on a quasi-in-house basis for Client, with Client providing Young an office, computer, and any and all other equipment and materials she will need in this role. Young's work will be billed on the following basis: 7 hours per day, 4 days per week, at an hourly rate of \$135/hour. If Young provides more or less than 7 hours of time in any given day, the fee will not be modified, but shall be a fixed rate. However, in the case of a full day of non-billing, due to illness, school break, or otherwise, the monthly retainer amount will be pro-rated to account for that time. Young's time will be billed monthly concurrently with all other time and fees, if any, incurred by HLG on the basis set forth in Section 3(B). Client and HLG understand that Client presently retains other law firms for work similar to that performed by HLG, and further understand that Young may in some manner be associated with that work while working pursuant to this Agreement. Client and HLG expressly agree that in such cases, final responsibility,

and any and all potential liability, for such work shall lie with the law firm retained separately by Client, and not with HLG notwithstanding Young's association with such work.

4. Costs and Other Charges. HLG will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. Costs and expenses commonly include fees fixed by law or assessed by public agencies, expert witness fees and expenses, deposition transcripts, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime, and computer assisted research fees.

5. Statements. HLG shall send Client one or more statements for fees and costs incurred on a periodic basis, generally monthly. These statements shall indicate the basis of the fees, including the amount of time spent and a description of the work performed. Payment of the statements is due thirty days after the statements are rendered.

6. Concurrent Representation of Other Entities and Individuals. HLG is currently acting as legal counsel to a number of school districts, other public agencies in several counties, as well as private clients. HLG's representation of such public and private entities in such other matters is unrelated to its representation of Client. HLG therefore reserves the right to continue to represent such parties in these unrelated matters, and any other parties in the future which may be adverse to Client, but which are unrelated to our representation of Client. Your signature below will confirm this understanding and your waiver on behalf of Client of any such potential conflicts. If, in the future, Client wishes to retain HLG to represent its interests in matters that may relate to a matter or matters in which HLG is also representing other parties, HLG will present Client with a separate document for its consideration, and possible informed written consent, to such concurrent representation.

7. Disclaimer of Guarantee. HLG has made no representations, promises or guarantees to Client regarding the outcome of Client's matter(s). Furthermore HLG cannot make any guarantee as to the amount which Client will incur for attorneys' fees and costs in this matter, as those figures will wholly depend on the time and effort required to be devoted to the matter.

8. Discharge and Withdrawal. Client may discharge HLG at any time. HLG may withdraw from Client's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon reasonable notice to the Client. In the event of such discharge or withdrawal, Client shall pay HLG's fees and costs legally owed in accordance with this Agreement for all work done (and costs incurred) through the termination of HLG's representation of Client.

9. No Waivers. A waiver by either party of a breach of any of the conditions, terms, or time requirements under this Agreement shall not be construed as a waiver of any succeeding breach of the same or other conditions, terms or time requirements.

10. Errors and Omissions Insurance. HLG maintains errors and omissions insurance coverage applicable to the services mentioned in this Agreement.

11. Integration. This Agreement constitutes the entire Agreement between HLG and Client with respect to this matter.

12. Arbitration of Disputes. If any dispute arises between Client and HLG regarding services or billings or any other matter relating to the provisions or duties under this Agreement, such dispute shall be submitted to binding arbitration. Fee disputes shall be arbitrated according to the guidelines and standards adopted by the State Bar of California, if any, then in effect. Any other dispute shall be arbitrated according to the arbitration rules of the Orange County Bar Association, if any, then in effect; and if there are no such rules in effect then in accordance with the rules of the American Arbitration Association.

The decision of the arbitrator(s) shall be final and binding. The arbitrator(s) shall have the discretion to order the losing party to reimburse the prevailing party for all costs and fees incurred in connection with the arbitration, including attorneys' fees and the arbitrators' fees.

13. Fees and Costs to Enforce Agreement. In the event attorneys' fees and related costs are incurred to enforce this agreement or to resolve a dispute under this agreement, the prevailing party shall be entitled to recover, in addition to damages allowed by law, reasonable attorneys' fees and costs.

14. Right to Consult Independent Counsel. HLG advises that Client has the right to consult independent counsel in connection with its decision to enter into this Agreement and recommends that it do so.

Dated: _____, 2012

Harbottle Law Group

By: _____
S. Daniel Harbottle, Director

I have read and understood the foregoing terms and agree to them.

Dated: _____, 2012

By: _____
Dr. Joe Farley
Superintendent
Capistrano Unified School District

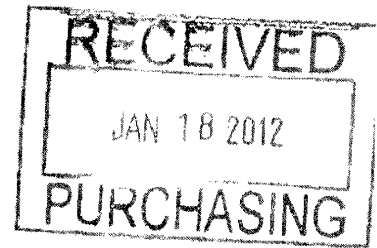
EXTENSION OF AGREEMENT NO. C0910101

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP



Consultant Agreement No. C0910101 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Harbottle Law Group shall be extended an additional twelve (12) months for the period January 1, 2012, through December 31, 2012, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Harbottle Law Group

By: Terry Fluent
Signature

By: Dan Harbottle
Signature

Terry Fluent
Print Name

DAN HARBOTTLE
Print Name

Director, Purchasing
Title

OWNER/DIRECTOR
Title

Date: 1/19/12

Date: 1-18-12

EXTENSION OF AGREEMENT NO. C0910101

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HARBOTTLE LAW GROUP

Consultant Agreement No. C0910101 called for an original 12-month contract covering the period of January 1, 2010, through December 31, 2010.

The contract with Harbottle Law Group shall be extended an additional twelve (12) months for the period January 1, 2011, through December 31, 2011, at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on December 15, 2009, all other terms of the contract remain in full force and effect.

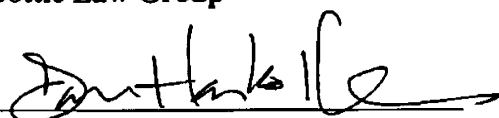
DISTRICT

CONSULTANT

Capistrano Unified School District

Harbottle Law Group

By: 
Signature

By: 
Signature

Terry Fluent

DAN HARBOTTLE
Print Name

Director, Purchasing

OWNER/DIRECTOR
Title

Date: 1/5/11

Date: 12.20.10

EXHIBIT A
PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

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

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant 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. The District does not guarantee the number of hours.

Legal Area Special Education

| Title | Number of Hours X | Hourly Rate = | Extension |
|---------------|-------------------|---------------|-----------|
| Partner | 50 | \$195/hr | \$9,750 |
| Sr. Associate | 100 | \$185/hr | \$18,500 |
| Associate | 100 | \$180/hr | \$18,000 |
| Paralegal | 50 | \$75/hr | \$3,750 |
| Total Price | 300 | | \$50,000 |

Harbottle Law Group
S. Daniel Harbottle
Print Name of Firm and Authorized Signer


Authorized Signature

046-48-0968
Federal I.D. #License

April 28, 2009
Date



Consultant Agreement

This AGREEMENT is hereby entered into between the Capistrano Unified School District, hereinafter referred to as "DISTRICT" and Harbottle Law Group

hereinafter referred to as "CONSULTANT."

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

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be Provided by CONSULTANT: _____

General legal services as required by District. Fees and services per RFQ 10-0809

2. Term: CONSULTANT shall commence providing services under this AGREEMENT on January 1, 2010 and will diligently perform as required and complete performance by December 31, 2010.

3. Compensation: DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed amount specified by District purchase order as per attached fee schedule Exhibit A and/or proposal Exhibit N/A. DISTRICT shall pay CONSULTANT after receipt of consultant invoice and with approval of a District representative.

4. **Expenses:** DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows:
N/A

5. **Independent Contractor:** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. **Materials:** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A

CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. **Copyright/Trademark/Patent:** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right,

title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. **Termination:** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. **Hold Harmless:** CONSULTANT agrees to and shall defend, indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention, contractual liability, and damage to property sustained or claimed to have been sustained arising out of activities/services provided by CONSULTANT or its subcontractors,

whether authorized by this Agreement or not. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of DISTRICT or any of its agents or employees.

11. **Insurance:** Pursuant to Section 10, CONSULTANT agrees to carry a commercial general liability insurance and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insured's by separate endorsement under said policy.

12. **Assignment:** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. **Compliance with Applicable Laws:** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. **Permits/Licenses:** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. **Employment with Public Agency:** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. **Entire Agreement/Amendment:** This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. **Nondiscrimination:** CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. **Non-waiver:** The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. **Notice:** All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

| <u>DISTRICT</u> | <u>CONSULTANT</u> |
|---|---|
| Terry Fluent, Director of Purchasing Capistrano Unified School District 33122 Valle Road San Juan Capistrano, CA 92675 (949) 234-9441 | S. Daniel Harbottle Harbottle Law Group 600 Anton Blvd., Suite 1100 Costa Mesa, CA 92626 (714) 371-4385 |

20. **Severability:** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of the AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, courts costs, and attorneys' fees.

22. **Governing Law:** The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, the following exhibits, which are attached hereto and incorporated herein: (if applicable)

a. Exhibit A Pricing Sheet

b. Exhibit B N/A

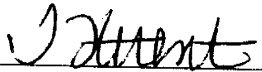
c. Exhibit C N/A

CONSULTANT NAME: Harbottle Law Group Contract No. C0910101

This AGREEMENT is entered into this 1st Day of January, 2010.

DISTRICT:

CONSULTANT:

By: 
Terry Fluent, Director of Purchasing

By: 
Signature

DAN HARBOTTE
Printed Name

DIRECTOR
Title

12/15/09
Board Approval Date

046.48.0968
Social Security or Taxpayer Identification

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the DISTRICT

a summary of the estimated costs suitable for detailed review and analysis.

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

The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant 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. The District does not guarantee the number of hours.

Legal Area Special Education

| Title | Number of Hours X | Hourly Rate = | Extension |
|---------------|-------------------|---------------|-----------|
| Partner | 50 | \$195/hr | \$9,750 |
| Sr. Associate | 100 | \$185/hr | \$18,500 |
| Associate | 100 | \$180/hr | \$18,000 |
| Paralegal | 50 | \$75/hr | \$3,750 |
| Total Price | 300 | | \$50,000 |

Harbottle Law Group
S. Daniel Harbottle
Print Name of Firm and Authorized Signer


Authorized Signature

046-48-0968
Federal I.D. #/License

April 28, 2009
Date

2 AGREEMENT FOR PARTICIPATION
3 INSIDE THE OUTDOORS
4 SCHOOL PROGRAM
5 PUBLIC SCHOOLS 2012 - 2013

6 This AGREEMENT is hereby entered into this 1st day of September,
7 2012, by and between the Orange County Superintendent of Schools, 200
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
9 as SUPERINTENDENT, and Capistrano Unified School District,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.

12 TERMS, CONDITIONS, AND RESPONSIBILITIES

13 1.0 SUPERINTENDENT shall provide a forty-five minute to seventy-five
14 minute Inside the Outdoors - School Program, hereinafter referred to
15 as PROGRAM, more specifically described in Exhibit "A", which is
16 attached hereto and incorporated by reference herein.

17 2.0 This AGREEMENT shall be in full force and effect for the period
18 commencing September 1, 2012 and ending August 31, 2013. **This**
19 **AGREEMENT must be fully executed by the Parties and be on file with**
20 **the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

21 3.0 In compliance with Education Code Section 35330 DISTRICT hereby
22 declares that no student has been denied the opportunity to
23 participate in the PROGRAM because of the inability to pay the
24 required fee. DISTRICT has made every effort to acquire the
25 financial support from fund-raising efforts, parents, and the
community to assist those students who are unable to pay the required
fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A".

3 5.0 DISTRICT shall provide one (1) certificated employee to
4 participate in the PROGRAM with each group of 25-30 students.

5 5.1 All participating certificated employees and adult aides,
6 in cooperation with the PROGRAM staff, shall be expected
7 to take an active role in the supervision of students.

8 6.0 Should a DISTRICT group exceed four (4) classrooms on a given
9 day (approximately one hundred twenty (120) students), the additional
10 classroom(s) may be scheduled to participate on another day.

11 7.0 DISTRICT shall be responsible for the supervision and care of
12 its students. DISTRICT shall also be responsible for the actions of
13 its students and employees while participating in the PROGRAM.

14 8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange
15 County Superintendent of Schools, the Orange County Board of
16 Education, and its officers, agents, and employees from any and all
17 claims for damages resulting from the acts or omissions of DISTRICT,
18 its officers, agents, employees, and students with respect to the
19 Inside the Outdoors - School Program.

20 SUPERINTENDENT shall hold harmless, defend, and indemnify the
21 DISTRICT, its Governing Board, officers, agents, employees, and
22 students from any and all claims for damage resulting from the acts
23 or omissions of the Orange County Superintendent of Schools, the
24 Orange County Board of Education and its officers, agents, and
25 employees with respect to the Inside the Outdoors - School Program.

1 9.0 Any notice of **cancellation** by DISTRICT must be received in
2 writing by SUPERINTENDENT at least **twenty (20)** business days,
3 excluding holidays, prior to the scheduled PROGRAM date. In the
4 event of a cancellation, the District is responsible to find an
5 equivalent replacement no later than (10) business days prior to the
6 cancelled program date; SUPERINTENDENT may also attempt to find an
7 equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT is**
8 **unable to find an equivalent replacement, DISTRICT will be charged**
9 **ninety percent (90%) of the full cost of the scheduled PROGRAM.** If
10 DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date,
11 DISTRICT'S School may be charged an additional fee of seventy-five
12 dollars (\$75.00).

13 10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
14 more specifically described in Exhibit "B", which is attached hereto
15 and incorporated by reference herein. **Payment shall be based on the**
16 **number of students that actually attend, but no less than ninety**
17 **percent (90%) of the number of students identified in Exhibit "A".**

18 If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment
19 requirement is ninety percent (90%) of the contracted number of
20 students, and is paid by sponsorship. If the number of students who
21 attend is less than ninety percent (90%) of the contracted enrollment
22 number, SCHOOL will be charged a per student fee for all students
23 that fall below ninety percent (90%).

24 10.1 A day of participation is defined as a student being
25 present during any part of a scheduled PROGRAM day.

10.2 Should the scheduled attendance from any given school in a

1 DISTRICT change by more than ten percent (10%), the
2 DISTRICT shall inform SUPERINTENDENT in writing at least
3 twenty (20) business days prior to the first (1st) day of
4 attendance.

5 10.3 Schools may be charged an additional transportation fee of
6 \$35.00 - \$125.00 per day.

7 11.0 Full payment of fees by DISTRICT must be received by
8 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

9 12.0 DISTRICT agrees to bear the expense of repairs and/or breakage
10 resulting from unreasonable wear or abuse to property and/or
11 equipment caused by its students and/or teachers participating in the
12 PROGRAM.

13 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the
14 District Superintendent or the District Superintendent's designee,
15 pursuant to Education Code Section 17604, the authority to allow
16 additional schools or students to participate in the Inside the
17 Outdoors - School Program during the term of AGREEMENT.

18 14.0 NOTICE. All notices or demands to be given under this AGREEMENT
19 by either party to the other, shall be in writing and given either
20 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. As of the
2 date 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 15.0 In the interest of public health, SUPERINTENDENT provides a
13 tobacco-free environment. Smoking or the use of any tobacco products
14 are prohibited in buildings and vehicles, and on any property owned,
15 leased or contracted for by the SUPERINTENDENT pursuant to
16 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
17 this policy could result in the termination of this AGREEMENT.

18 16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
19 unlawful discrimination in employment of persons because of race,
20 color, religious creed, national origin, ancestry, physical handicap,
21 medical condition, marital status, or sex of such persons.

22 17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
23 construed and entered into in accordance with the laws of the State
24 of California, through California state courts with venue in Orange
25 County, California.

18.0 If any term, covenant, condition or provision of this AGREEMENT
is held by court of competent jurisdiction to be invalid, void or
unenforceable, the remainder of the provisions shall remain in full

1 force and effect and shall in no way be affected, impaired or
2 invalidated thereby.

3 19.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
4 violation of, or to insist upon, the strict performance of any term
5 or condition of this AGREEMENT, shall not be deemed a waiver by that
6 party of such term or condition, or prevent a subsequent similar act
7 from again constituting a violation of such term or condition.

8 20.0 This AGREEMENT contains the entire agreement between
9 SUPERINTENDENT and DISTRICT regarding the services and any agreement
10 hereafter made shall be ineffective to modify this AGREEMENT in whole
11 or in part unless such agreement is embodied in an amendment to this
12 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
13 This AGREEMENT supersedes all prior negotiations, understandings,
14 representations and agreements.

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[THIS SECTION INTENTIONALLY LEFT BLANK]

1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: CAPISTRANO UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

6 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

7 TITLE: _____

TITLE: Coordinator

8 DATE: _____

DATE: July 12, 2012

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School Programs - Exhibit A

| School | Site/Program | Schedule Date | Grade | Number of Students | Fee Per Student | Price per Event or Flat Fee | Comments |
|---------------------------|---|---------------|-------|--------------------|-----------------|-----------------------------|-------------------|
| Capistrano Unified | | | | | | | |
| Ambuehl School | Mileage | 4/19/2013 | | | | \$60.00 | |
| Ambuehl School | TRAVELING SCIENTIST 1 - SURVIVING OUR STANDARDS | 4/19/2013 | 5 | 80 | \$5.75 | | |
| Las Palmas School | Mileage | 11/2/2012 | | | no charge | | Sponsored Program |
| Las Palmas School | SERVICE LEARNING - 1ST VISIT | 11/2/2012 | 5 | 105 | no charge | | Sponsored Program |
| Las Palmas School | Mileage | 2/22/2013 | | | no charge | | Sponsored Program |
| Las Palmas School | SERVICE LEARNING - 2ND VISIT | 2/22/2013 | 5 | 110 | no charge | | Sponsored Program |
| Oak Grove School | Mileage | 5/28/2013 | | | | \$60.00 | |
| Oak Grove School | TRAVELING SCIENTIST 1 - AMAZING ANIMALS | 5/28/2013 | 5 | 30 | | \$345.00 | |
| Oak Grove School | Mileage | 5/29/2013 | | | | \$60.00 | |
| Oak Grove School | TRAVELING SCIENTIST 1 - WHAT'S THE MATTER | 5/29/2013 | 5 | 30 | | \$345.00 | |
| Tijeras Creek | Mileage | 4/18/2013 | | | | \$60.00 | |
| Tijeras Creek | TRAVELING SCIENTIST 2 - SURVIVING OUR STANDARDS | 4/18/2013 | 5 | 90 | \$5.75 | | |

- Note:
- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
 - (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.

Revisions/Modification Approval:

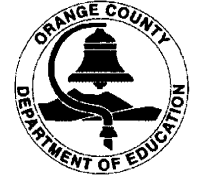
 Inside the Outdoors Program

 Date



Inside the Outdoors Fees for 2012-2013

Programs align with California Science and/or Social Science Content Standards



Same fees as 2011-2012

Field Trips

2 hour Programs

| | |
|--|---------|
| Kindergarten- Ecosystem Extravaganza | |
| Shibley Nature Center or Mt. San Antonio College | \$6.25 |
| First Grade - Ecosystem Extravaganza | |
| Shibley Nature Center or Mt. San Antonio College | \$6.25 |
| Second Grade - Ecosystem Extravaganza | |
| Shibley Nature Center or Mt. San Antonio College | \$6.25 |
| Second and Third Grade | |
| Wild Wetlands and Santiago Oaks | \$14.25 |
| Third Grade - Gabrieliño Walk | |
| Shibley Nature Center or Mt. San Antonio College | \$7.75 |
| Fourth Grade - Native American Program | |
| Shibley Nature Center or Mt. San Antonio College | \$7.75 |

3 hour Programs

| | |
|-------------------------------|---------|
| Third and Fourth Grade | |
| Key Ranch | \$16.50 |
| Helena Modjeska House | \$19.00 |

Full Day (5.5 hour) Programs

| | |
|-------------------------------|---------|
| Fourth Grade | |
| Irvine Regional Park | \$32.50 |
| Upper Newport Bay | \$29.00 |
| Fourth and Sixth Grade | |
| Dana Point | \$32.50 |
| Fifth and Sixth Grade | |
| Caspers Park | \$32.50 |
| Crystal Cove | \$32.50 |
| Modjeska Canyon | \$32.50 |
| Rancho Soñado | \$32.50 |

Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)

First Grade to Sixth Grade (60 minutes) \$5.75 per student with a 60 student minimum fee

Fifth Grade - Surviving Our Standards (75 minutes)

Add \$0.85 per student for Birds of Prey presentations (60 student minimum fee)

Amazing Animals Assemblies and Science Night Presentations (45 minutes to 60 minutes)

\$350.00 per assembly and \$60.00 for each additional assembly

Birds of Prey Assemblies (45 minutes to 60 minutes)

\$385.00 per assembly and \$60.00 for each additional assembly

Traveling Scientist Programs have a daily mileage fee.

AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
FIELD PROGRAM
PUBLIC SCHOOLS 2012 - 2013

This AGREEMENT is hereby entered into this 1st day of September, 2012, 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, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a one hour to two day Inside the Outdoors - Field Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2012 and ending August 31, 2013. **This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those pupils who are unable to pay the required fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A". Transportation and food are not
3 included and shall be the sole responsibility of DISTRICT.

4 5.0 DISTRICT shall provide one (1) certificated employee and one (1)
5 adult aide or parent to participate in the PROGRAM with each group of
6 25-30 students.

7 5.1 A certificated employee shall ride with and supervise
8 students on the bus.

9 5.2 All participating certificated employees and adult
10 aides, in cooperation with the PROGRAM staff, shall
11 be expected to take an active role in the supervision
12 of students. All guests must be eighteen (18) years
13 of age or older.

14 6.0 Should a DISTRICT group exceed two (2) classrooms on a given day
15 (approximately sixty (60) students), the additional classroom(s) may
16 be scheduled to participate on another day.

17 7.0 It is recommended that at least one (1) adult accompanying each
18 DISTRICT group hold a valid California driver's license and maintain
19 appropriate insurance coverage to drive a vehicle and have the
20 DISTRICT'S authority to transport sick or injured students requiring
21 medical attention (a district vehicle may be provided).

22 8.0 DISTRICT shall be responsible for the supervision and care of
23 its students from the time of departure from home or school to the
24 time of arrival back at the home or school. DISTRICT shall also be
25 responsible for the actions of its students and employees while
participating in the PROGRAM.

1 9.0 Hold Harmless/Insurance coverage shall be as follows:

2 A. DISTRICT shall hold harmless, defend, and indemnify the
3 Orange County Superintendent of Schools, the Orange County
4 Board of Education, and their officers, agents, and
5 employees from any and all claims for damages resulting
6 from the acts or omissions of DISTRICT, its officers,
7 agents, employees, and students with respect to the Inside
8 the Outdoors - Field Program.

9 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
10 the DISTRICT, its Governing Board, officers, agents,
11 employees, and students from any and all claims for damage
12 resulting from the acts or omissions of the Orange County
13 Superintendent of Schools, the Orange County Board of
14 Education and its officers, agents, and employees with
15 respect to the Inside the Outdoors - Field Program.

16 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
17 insurance evidencing all coverages and additional insured
18 endorsements required **no less than fourteen (14) business**
19 **days, excluding holidays, prior to DISTRICT'S first day of**
20 **participation. DISTRICT shall not participate in the**
21 **Inside The Outdoors - Field Program until SUPERINTENDENT**
22 **has received a valid certificate of insurance evidencing**
23 **the insurance coverage required.**

24 D. DISTRICT'S insurance must be with an insurance company
25 admitted and licensed by the Insurance Commissioner of the

1 State of California or a program of self-insurance
2 approved by the SUPERINTENDENT.

3 E. If the DISTRICT is either partially or fully self-insured
4 for its liability exposures, DISTRICT must notify the
5 SUPERINTENDENT in writing fourteen (14) business days,
6 excluding holidays, prior to DISTRICT'S first day of
7 participation and provide the SUPERINTENDENT with a
8 statement signed by an authorized representative of
9 DISTRICT which states that DISTRICT agrees to protect the
10 Orange County Superintendent of Schools, the Orange County
11 Board of Education, and its officers, employees, and
12 agents as if the insurance requirements in Section 9.0
13 were in full effect.

14 F. DISTRICT agrees to maintain Comprehensive General
15 Liability Insurance, including bodily injury, property
16 damage, premises-operations, products-completed operations
17 and personal injury, in the amount of not less than one
18 million dollars (\$1,000,000) per occurrence or a program
19 of self-insurance approved by SUPERINTENDENT.

20 G. The following two (2) policy endorsements must be included
21 and written as follows:

22 (a) "The Orange County Superintendent of Schools, the
23 Orange County Board of Education, and their officers,
24 agents and employees shall be added as an additional
25 insured to the policy."

1 (b) "Such insurance as is afforded by this policy for the
2 Orange County Superintendent of Schools, the Orange
3 County Board of Education, and its officers, agents,
4 and employees shall be primary, and any insurance
5 carried by the Orange County Superintendent of
6 Schools, or the Orange County Board of Education, for
7 the Orange County Superintendent of Schools and the
8 Orange County Board of Education and its officers,
9 agents, and employees shall be excess and
10 non-contributory."

11 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
12 out prior to participation in the Inside the Outdoors -
13 Field Program, and maintain in full force and effect, from
14 the first day of participation through the last day of
15 participation, a policy or policies of insurance covering
16 DISTRICT'S participation in the Inside the Outdoors -
17 Field Program.

18 I. Insurance certificate description should read as
19 "Participation in the Inside the Outdoors Programs."

20 J. In addition, DISTRICT shall provide a thirty (30) day
21 cancellation or reduction of coverage clause.

22 K. Insurance certificate holder shall be named proper as
23 "Orange County Superintendent of Schools, 200 Kalmus
24 Drive, P.O. Box 9050, Costa Mesa, California 92628-9050,
25 Attn: Contracts Department."

1 10.0 Any notice of **cancellation** by DISTRICT must be received in
2 writing by SUPERINTENDENT at least **twenty (20)** business days,
3 excluding holidays, prior to the scheduled PROGRAM date. In the
4 event of a cancellation, the District is responsible to find an
5 equivalent replacement no later than (10) business days prior to the
6 cancelled program date; SUPERINTENDENT may also attempt to find an
7 equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT is**
8 **unable to find an equivalent replacement, DISTRICT will be charged**
9 **ninety percent (90%) of the full cost of the scheduled PROGRAM.** If
10 DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date,
11 DISTRICT'S School may be charged an additional fee of seventy-five
12 dollars (\$75.00).

13 11.0 Cancellation of a PROGRAM due to inclement weather conditions
14 may be made by the SUPERINTENDENT'S designated staff (no charge will
15 be incurred for those days). DISTRICT groups will be rescheduled at
16 a later date, upon request of DISTRICT and when space is available.
17 If DISTRICT decides to participate in the PROGRAM in inclement
18 weather conditions, DISTRICT will be charged the full fee regardless
19 of weather conditions.

20 12.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
21 more specifically described in Exhibit "B", which is attached hereto
22 and incorporated by reference herein. **Payment shall be made based on**
23 **the number of students that actually attend, but not less than ninety**
24 **percent (90%) of the number of students identified in Exhibit "A".**

25 If school is designated as sponsored, a minimum enrollment
requirement is ninety percent (90%) of the contracted number of

1 students, and is paid by sponsorship. If the number of students who
2 attend is less than ninety percent (90%) of the contracted enrollment
3 number, SCHOOL will be charged a per student fee for all students
4 that fall below ninety percent (90%).

5 13.0 DISTRICT agrees to send to PROGRAM the number of students
6 indicated in Exhibit "A". DISTRICT agrees to pay a fee to
7 SUPERINTENDENT pursuant to Section 12.0, for each student of DISTRICT
8 participating in the PROGRAM. If the number of students described in
9 Exhibit "A" should change, DISTRICT will notify SUPERINTENDENT no
10 less than twenty (20) business days prior to the scheduled date.

11 14.0 Full payment of fees by DISTRICT or school must be received by
12 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

13 15.0 DISTRICT agrees to bear the expense of repairs and/or breakage
14 resulting from unreasonable wear or abuse to property and/or
15 equipment caused by its students and/or teachers.

16 16.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
17 District Superintendent or the District Superintendent's designee,
18 pursuant to Education Code Section 39656, the authority to allow
19 additional schools or students to participate in the Inside the
20 Outdoors - Field Program during the term of AGREEMENT.

21 17.0 In the interest of public health, SUPERINTENDENT provides a
22 tobacco-free environment. Smoking or the use of any tobacco products
23 are prohibited in buildings and vehicles, and on any property owned,
24 leased or contracted for by the SUPERINTENDENT pursuant to
25 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
this policy could result in the termination of this AGREEMENT.

1 18.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
2 unlawful discrimination in employment of persons because of race,
3 color, religious creed, national origin, ancestry, physical handicap,
4 medical condition, marital status, or sex of such persons.

5 19.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
6 construed and entered into in accordance with the laws of the State
7 of California, through California state courts with venue in Orange
8 County, California.

9 20.0 NOTICE. All notices or demands to be given under this AGREEMENT
10 by either party to the other, shall be in writing and given either
11 by: (a) personal service or (b) by U.S. Mail, mailed either by
12 registered or certified mail, return receipt requested, with postage
13 prepaid. Service shall be considered given when received if
14 personally served or if mailed on the third day after deposit in any
15 U.S. Post Office. The address to which notices or demands may be
16 given by either party may be changed by written notice given in
17 accordance with the notice provisions of this section. As of the
18 date of this AGREEMENT, the addresses of the parties are as follows:

19 DISTRICT: Capistrano Unified School District
20 33122 Valle Road
San Juan Capistrano, California 92675
Attn: _____

21 SUPERINTENDENT: Orange County Superintendent of Schools
22 200 Kalmus Drive
P.O. Box 9050
23 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

24 21.0 If any term, covenant, condition or provision of this AGREEMENT
25 is held by court of competent jurisdiction to be invalid, void or

1 unenforceable, the remainder of the provisions shall remain in full
2 force and effect and shall in no way be affected, impaired or
3 invalidated thereby.

4 22.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
5 violation of, or to insist upon, the strict performance of any term
6 or condition of this AGREEMENT, shall not be deemed a waiver by that
7 party of such term or condition, or prevent a subsequent similar act
8 from again constituting a violation of such term or condition.

9 23.0 This AGREEMENT contains the entire agreement between
10 SUPERINTENDENT and DISTRICT regarding the services and any agreement
11 hereafter made shall be ineffective to modify this AGREEMENT in whole
12 or in part unless such agreement is embodied in an amendment to this
13 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
14 This AGREEMENT supersedes all prior negotiations, understandings,
15 representations and agreements.

16
17
18
19
20 [THIS SECTION INTENTIONALLY LEFT BLANK.]
21
22
23
24
25

1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: CAPISTRANO UNIFIED
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____

BY: *Patricia McCaughey*

6 Authorized Signature

Authorized Signature

7 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Coordinator

9 DATE: _____

DATE: July 12, 2012

Field Programs - Exhibit A

| School | Site/Program | Schedule Date | Grade | Number of Students | Fee Per Student | Price per Event or Flat Fee | Comments |
|---------------------------|---|---------------|-------|--------------------|-----------------|-----------------------------|----------------|
| Capistrano Unified | | | | | | | |
| Las Palmas School | UPPER NEWPORT BAY | 12/6/2012 | 4 | 120 | no charge | | Sponsored Trip |
| San Juan School | UPPER NEWPORT BAY | 12/7/2012 | 4T | 108 | no charge | | Sponsored Trip |
| Tijeras Creek | SHIPLEY -GABRIELINO WALK - 9:00 AM TO 11:00 AM | 4/4/2013 | 3 | 90 | \$7.75 | | |

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 10.0 and Section 11.0 of the Agreement.

Revisions/Modification Approval:

Inside the Outdoors Program

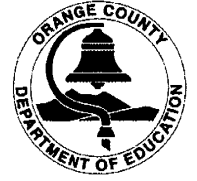
Date



Inside the Outdoors Fees for 2012-2013

Programs align with California Science and/or Social Science Content Standards

Same fees as 2011-2012



Field Trips

2 hour Programs

| | |
|--|---------|
| Kindergarten- Ecosystem Extravaganza | |
| Shipleigh Nature Center or Mt. San Antonio College | \$6.25 |
| First Grade - Ecosystem Extravaganza | |
| Shipleigh Nature Center or Mt. San Antonio College | \$6.25 |
| Second Grade - Ecosystem Extravaganza | |
| Shipleigh Nature Center or Mt. San Antonio College | \$6.25 |
| Second and Third Grade | |
| Wild Wetlands and Santiago Oaks | \$14.25 |
| Third Grade - Gabrieliño Walk | |
| Shipleigh Nature Center or Mt. San Antonio College | \$7.75 |
| Fourth Grade - Native American Program | |
| Shipleigh Nature Center or Mt. San Antonio College | \$7.75 |

3 hour Programs

| | |
|-------------------------------|---------|
| Third and Fourth Grade | |
| Key Ranch | \$16.50 |
| Helena Modjeska House | \$19.00 |

Full Day (5.5 hour) Programs

| | |
|-------------------------------|---------|
| Fourth Grade | |
| Irvine Regional Park | \$32.50 |
| Upper Newport Bay | \$29.00 |
| Fourth and Sixth Grade | |
| Dana Point | \$32.50 |
| Fifth and Sixth Grade | |
| Caspers Park | \$32.50 |
| Crystal Cove | \$32.50 |
| Modjeska Canyon | \$32.50 |
| Rancho Soñado | \$32.50 |

Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)

 First Grade to Sixth Grade (60 minutes) \$5.75 per student with a 60 student minimum fee

Fifth Grade - Surviving Our Standards (75 minutes)

 Add \$0.85 per student for Birds of Prey presentations (60 student minimum fee)

 Amazing Animals Assemblies and Science Night Presentations (45 minutes to 60 minutes)

 \$350.00 per assembly and \$60.00 for each additional assembly

 Birds of Prey Assemblies (45 minutes to 60 minutes)

 \$385.00 per assembly and \$60.00 for each additional assembly

Traveling Scientist Programs have a daily mileage fee.

2 AGREEMENT FOR USE OF RESIDENT OUTDOOR SCIENCE SCHOOL
3 FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES
4 PUBLIC SCHOOL DISTRICTS
5 SCHOOL YEAR 2012-2013

6 This AGREEMENT is entered into this 1st day of September, 2012,
7 by and between the Orange County Superintendent of Schools,
8 hereinafter referred to as SUPERINTENDENT, and Capistrano Unified
9 School District, hereinafter referred to as DISTRICT.

10 NOW, THEREFORE, the parties hereto mutually agree as follows:

11 1.0 Under the authority of Section 8760, et seq. of the California
12 Education Code, SUPERINTENDENT shall provide a program and classes in
13 Outdoor Science and Environmental Education for students of DISTRICT.

14 1.1 SUPERINTENDENT shall make available to DISTRICT one (1)
15 or more of its Resident Outdoor Science School sites,
16 hereinafter referred to as OUTDOOR SCHOOL, to be
17 determined based upon the number of DISTRICT students
18 participating in the program.

19 1.2 DISTRICT agrees to cooperate with SUPERINTENDENT in
20 every reasonable way to enable SUPERINTENDENT as Lessee
21 to carry out its obligations to the Lessor(s) of
22 OUTDOOR SCHOOL.

23 2.0 This AGREEMENT shall be in full force and effect for the period
24 commencing September 1, 2012 and ending June 30, 2013. **The fully
executed AGREEMENT must be on file with the SUPERINTENDENT no later
than September 14, 2012.**

25 3.0 The authority and responsibility with respect to the conduct of
the OUTDOOR SCHOOL and its program shall rest with SUPERINTENDENT,

1 acting through its authorized representative, the OUTDOOR SCHOOL
2 Administrator or his/her designee.

3 4.0 DISTRICT shall leave the OUTDOOR SCHOOL in the same condition as
4 when it arrived, reasonable wear and tear excepted. DISTRICT agrees
5 to bear the expense of repair or replacement of Lessor's or
6 SUPERINTENDENT'S property or equipment due to damage and/or
7 unreasonable wear to such property or equipment by DISTRICT'S
8 students and/or staff.

9 5.0 Hold Harmless/Insurance coverage shall be as follows:

10 A. DISTRICT shall hold harmless, defend, and indemnify the
11 Orange County Superintendent of Schools, the Orange County
12 Board of Education, and their officers, agents, and
13 employees from any and all claims for damages resulting
14 from the acts or omissions of DISTRICT, its officers,
15 agents, employees, and students with respect to the
16 OUTDOOR SCHOOL.

17 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
18 the DISTRICT, its Governing Board, officers, agents,
19 employees, and students from any and all claims for damage
20 resulting from the acts or omissions of the Orange County
21 Superintendent of Schools, the Orange County Board of
22 Education and its officers, agents, and employees with
23 respect to the OUTDOOR SCHOOL.

24 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
25 insurance evidencing all coverages and additional insured
endorsements required **no less than fourteen (14) business**

1 days, excluding holidays, prior to DISTRICT'S first day of
2 participation. DISTRICT shall not participate in the
3 OUTDOOR SCHOOL program until SUPERINTENDENT has received a
4 valid certificate of insurance evidencing the insurance
5 coverage required.

6 D. DISTRICT'S insurance must be with an insurance company
7 admitted and licensed by the Insurance Commissioner of the
8 State of California or a program of self-insurance
9 approved by the SUPERINTENDENT.

10 E. If the DISTRICT is either partially or fully self-insured
11 for its liability exposures, DISTRICT must notify the
12 SUPERINTENDENT in writing and provide the SUPERINTENDENT
13 with a statement signed by an authorized representative of
14 DISTRICT'S governing board which states that DISTRICT
15 agrees to protect the Orange County Superintendent of
16 Schools, the Orange County Board of Education, and its
17 officers, employees, and agents as if the insurance
18 requirements in Section 8.0 were in full effect.

19 F. DISTRICT agrees to maintain Comprehensive General
20 Liability Insurance, including bodily injury, property
21 damage, premises-operations, products-completed operations
22 and personal injury in the amount of not less than One
23 million dollars (\$1,000,000) per occurrence or a program
24 of self-insurance approved by Superintendent.

25 G. The following two (2) policy endorsements must be included
and written as follows:

1 (a) "The Orange County Superintendent of Schools, the
2 Orange County Board of Education, and their
3 officers, agents and employees shall be added as
4 an additional insured to the policy."

5 (b) "Such insurance as is afforded by this policy for
6 the Orange County Superintendent of Schools, the
7 Orange County Board of Education, and their
8 officers, agents, and employees shall be primary,
9 and any insurance carried by the Orange County
10 Superintendent of Schools, or the Orange County
11 Board of Education, and its officers, agents, and
12 employees shall be excess and non-contributory."

13 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
14 out prior to participation in the OUTDOOR SCHOOL, and
15 maintain in full force and effect, from the first day of
16 participation through the last day of participation, a
17 policy or policies of insurance covering DISTRICT'S
18 participation in the OUTDOOR SCHOOL program.

19 I. Insurance certificate description should read as
20 "**Participation in the Inside the Outdoors Programs.**"

21 J. It is further agreed that DISTRICT shall provide a thirty
22 (30) day cancellation or reduction of coverage clause.

23 K. Insurance certificate holder shall be named proper as
24 "Orange County Superintendent of Schools, 200 Kalmus
25 Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050, Attn:
Contracts Department."

1 6.0 The authorized DISTRICT representative for each class at the
2 OUTDOOR SCHOOL shall be a certificated employee.

3 6.1 DISTRICT shall provide a certificated employee to
4 participate in the OUTDOOR SCHOOL program for every 25-35
5 students. This provision may require adjustment for
6 special education students at the discretion of the
7 OUTDOOR SCHOOL Principal or his/her designee.

8 6.2 DISTRICT shall inform SUPERINTENDENT in writing at least
9 thirty (30) days prior to the attendance of DISTRICT'S
10 first school, current DISTRICT certificated staff
11 contract provisions related to participation in the
12 OUTDOOR SCHOOL program.

13 6.3 A DISTRICT certificated employee shall ride with and
14 supervise students on the bus to and from the OUTDOOR
15 SCHOOL.

16 6.4 All DISTRICT certificated employees are expected to
17 remain at the OUTDOOR SCHOOL site throughout the entire
18 period of the program, unless other arrangements have
19 been made with the OUTDOOR SCHOOL Principal or his/her
20 designee.

21 6.5 All participating DISTRICT certificated employees, in
22 cooperation with the OUTDOOR SCHOOL staff, shall be
23 expected to take an active role in teaching and
24 supervising students.

25 6.6 Due to unpredictable weather conditions, high elevations,
strenuous activity, slippery and/or steep trails, and

1 limited first aid services, a DISTRICT certificated
2 employee with a special medical need or condition,
3 including but not limited to pregnancy, may be physically
4 at risk at the OUTDOOR SCHOOL. To insure the health and
5 safety of such participating certificated employees and
6 their students, the following procedures shall be
7 followed by the DISTRICT:

8 6.6.1 A participating certificated employee with
9 a special need or condition must sign the
10 required "Release For A Teacher With A
11 Special Need/Condition" incorporated by
12 reference herein, and must discuss the
13 OUTDOOR SCHOOL site conditions with his/her
14 physician who must also consent by
15 signature on the form to said employee's
16 participation in the program. DISTRICT'S
17 Risk Manager must also approve the
18 participation of such employee by signature
19 on form.

20 6.6.2 The "Release For A Teacher with A Special
21 Need/Condition" must be submitted to the
22 OUTDOOR SCHOOL Principal or his/her
23 designee at SUPERINTENDENT'S program office
24 six (6) weeks before DISTRICT school's
25 participation.

6.6.3 SUPERINTENDENT hereby reserves the right to

1 deny the participation of a DISTRICT'S
2 certificated employee with a special need
3 or condition if the OUTDOOR SCHOOL
4 principal deems the conditions at the
5 outdoor school site unsafe for said
6 employee. SUPERINTENDENT hereby reserves
7 the right to request the DISTRICT provide
8 an alternate certificated employee if the
9 conditions are deemed unsafe for an
10 employee with a special need or condition
11 to participate in the OUTDOOR SCHOOL
12 program.

13 6.7 Certificated employees may be required to provide
14 their own bedroll or sleeping bag and towels and to
15 provide all clothing and personal needs required by
16 the employees.

17 6.8 At least six (6) weeks prior to each date of
18 attendance, DISTRICT'S school(s) shall complete and
19 fax/email the "Six Week Checklist" incorporated by
20 reference herein, which shall state the number of
21 students and how many certificated employees will be
22 participating in the program, as well as a list of
23 students and/or certificated employees who have
24 special needs or conditions.

25 7.0 DISTRICT shall require the following for each student
participating in the OUTDOOR SCHOOL:

1 7.1 The parent(s) of each student participating in the
2 OUTDOOR SCHOOL program shall be required to complete a
3 "Student Registration", incorporated by reference
4 herein, which is to be submitted by DISTRICT staff
5 upon arrival at the OUTDOOR SCHOOL site.

6 7.2 Parent(s) of a student requiring prescribed and/or
7 non-prescribed medication(s) shall be required by
8 DISTRICT to complete a "Medication Authorization
9 (Prescription and Non-Prescription)", incorporated by
10 reference herein, and return it to the student's
11 school. This form shall be submitted to the OUTDOOR
12 SCHOOL health services technician upon the student's
13 arrival at the OUTDOOR SCHOOL site. If a signature
14 from a legal guardian cannot be obtained within
15 twenty-four (24) hours, DISTRICT may be required to
16 transport student home.

17 7.3 Each student attending the OUTDOOR SCHOOL program
18 shall be required by the DISTRICT'S schools to furnish
19 a bedroll or sleeping bag, and all clothing and
20 personal needs for student as per clothing list
21 provided by SUPERINTENDENT in the brochure for
22 parents.

23 8.0 SUPERINTENDENT shall be responsible for:

24 8.1 Arranging for the facilities, food services, and
25 maintenance of the OUTDOOR SCHOOL site for students,
 certificated employees, and staff.

1 8.2 Providing a Camper's Sickness and Accident Insurance
2 Program. SUPERINTENDENT shall carry a Camper's
3 Sickness and Accident Insurance Policy covering
4 SUPERINTENDENT'S employees and DISTRICT students while
5 they are participating in the OUTDOOR SCHOOL program.
6 The Camper's Sickness and Accident Insurance Program
7 shall also cover DISTRICT students while being
8 transported from the home school to the OUTDOOR SCHOOL
9 site and while returning to home school.

10 8.3 Providing for the participation of students with
11 special needs. A student with special needs is defined
12 as one who may, due to emotional or physical
13 condition, require individualized care or medical
14 attention. Examples include, but are not limited to:
15 diabetics, mobility challenged students, students in
16 casts, students who regularly use a nebulizer,
17 emotionally challenged students, and students with
18 sever food allergies.

19 8.3.1 A "Release For A Student With A Special
20 Need/Condition" incorporated by reference
21 herein, shall be completed for each student
22 with special needs and submitted to the
23 OUTDOOR SCHOOL health services technician
24 upon arrival at the OUTDOOR SCHOOL site.

25 8.3.2 Due to unique environmental conditions,
 active learning, and social programs,

1 students with special needs may be required
2 by SUPERINTENDENT to be accompanied by an
3 aide provided by DISTRICT. SUPERINTENDENT
4 hereby reserves the right to deny
5 participation of a student with a special
6 need or condition if the OUTDOOR SCHOOL
7 Principal or his/her designee deems the
8 conditions at the OUTDOOR SCHOOL site to be
9 unsafe for said student or if DISTRICT
10 fails to provide an aide required by the
11 SUPERINTENDENT for such a student.

12 8.4 Furnishing suitable staff to conduct the OUTDOOR
13 SCHOOL instructional program.

14 8.5 Furnishing limited first aid services to care for
15 minor injuries or illnesses.

16 8.6 Furnishing a "Teacher's Guide", incorporated by
17 reference herein, covering the curriculum, policies
18 and procedures for the OUTDOOR SCHOOL program and a
19 "Coordinator's Guide", incorporated by reference
20 herein.

21 9.0 DISTRICT understands and agrees that SUPERINTENDENT is not
22 responsible for the loss, damage, or theft of personal possessions of
23 DISTRICT employees or students, or DISTRICT'S equipment, materials,
24 or supplies.

25 10.0 DISTRICT agrees to send to OUTDOOR SCHOOL each week the number
of students indicated in Exhibit "A." DISTRICT agrees to pay a fee to

1 SUPERINTENDENT pursuant to Section 10.4, for each student of DISTRICT
2 participating in the OUTDOOR SCHOOL program, unless a school is
3 designated in Exhibit "A" as fully or partially funded by the
4 sponsor, in which case the details of sponsorship shall be noted on
5 Exhibit "A", up to the number of students listed in Exhibit "A."
6 Students in excess of that number will be added if space and funding
7 are available. The sponsor will pay SUPERINTENDENT directly for the
8 fees of designated school(s) as detailed in Exhibit "A". All student
9 fees, whether paid by DISTRICT or by the sponsor, shall cover: Room,
10 facilities and maintenance services, food and related services,
11 sickness and accident insurance, instructional services and
12 materials.

13 10.1 Each DISTRICT shall be billed and agrees to pay on the
14 basis of the number of students that actually
15 participate, but no less than eighty percent (80%)
16 of the number of students indicated in Exhibit "A".

17 10.2 A DISTRICT school may withdraw from the OUTDOOR SCHOOL
18 program provided that a replacement school can be
19 located with an enrollment equal to or better than
20 ninety percent (90%) of the enrollment of the school
21 requesting to withdraw. Should the provisions of this
22 section not be adhered to, SUPERINTENDENT shall bill
23 and DISTRICT agrees to pay SUPERINTENDENT the full per
24 student fees on the basis of the number of students
25 indicated on Exhibit "A".

10.3 Should DISTRICT'S schools' enrollment in the OUTDOOR

SCHOOL change from the number of students indicated on Exhibit "A", after this AGREEMENT has been fully executed, DISTRICT shall inform SUPERINTENDENT in writing, as soon as possible. A significant increase or decrease in a school's enrollment may result in the SUPERINTENDENT'S inability to adjust the schedule to accommodate DISTRICT school's students at a particular site, on particular dates, or at all.

10.4 Fee Schedule:

**Creekside/Cedar Crest
Schedule**

| Days | Week days | Dates | Cost Per Student |
|-------------|------------------|-------------------|-------------------------|
| 5 | M-F | 9/24/12-9/28/12 | \$395 |
| 5 | M-F | 10/01/12-10/05/12 | \$395 |
| 5 | M-F | 10/08/12-10/12/12 | \$395 |
| 5 | M-F | 10/15/12-10/19/12 | \$395 |
| 4 | T-F | 10/23/12-10/26/12 | \$360 |
| 5 | M-F | 10/29/12-11/02/12 | \$395 |
| 4 | T-F | 11/06/12-11/09/12 | \$360 |
| 4 | T-F | 11/13/12-11/16/12 | \$360 |
| 4 | T-F | 11/27/12-11/30/12 | \$360 |
| 5 | M-F | 12/03/12-12/07/12 | \$395 |
| 5 | M-F | 12/10/12-12/14/12 | \$395 |
| 4 | M-TH | 12/17/12-12/20/12 | \$360 |
| 4 | T-F | 1/08/13-1/11/13 | \$360 |
| 5 | M-F | 1/14/13-1/18/13 | \$395 |
| 4 | T-F | 1/22/13-1/25/13 | \$360 |
| 5 | M-F | 1/28/13-2/01/13 | \$395 |
| 5 | M-F | 2/04/13-2/08/13 | \$395 |
| 4 | T-F | 2/12/13-2/15/13 | \$360 |
| 4 | T-F | 2/19/13-2/22/13 | \$360 |

| | | | |
|---|------|-----------------|-------|
| 4 | T-F | 2/26/13-3/01/13 | \$360 |
| 5 | M-F | 3/04/13-3/08/13 | \$395 |
| 5 | M-F | 3/11/13-3/15/13 | \$395 |
| 5 | M-F | 3/18/13-3/22/13 | \$395 |
| 4 | M-TH | 3/25/13-3/28/13 | \$360 |
| 4 | T-F | 4/09/13-4/12/13 | \$360 |
| 5 | M-F | 4/15/13-4/19/13 | \$395 |
| 5 | M-F | 4/22/13-4/26/13 | \$395 |
| 5 | M-F | 4/29/13-5/03/13 | \$395 |
| 4 | T-F | 5/07/13-5/10/13 | \$360 |
| 4 | T-F | 5/14/13-5/17/13 | \$360 |
| 4 | T-F | 5/21/13-5/24/13 | \$360 |
| 4 | T-F | 5/28/13-5/31/13 | \$360 |

Forest Center Schedule

| Days | Week days | Dates | Cost Per Student |
|------|-----------|-------------------|------------------|
| 5 | M-F | 12/03/12-12/07/12 | \$395 |
| 4 | T-F | 12/11/12-12/14/12 | \$360 |
| 4 | M-TH | 12/17/12-12/20/12 | \$360 |
| 4 | T-F | 1/08/13-1/11/13 | \$360 |
| 5 | M-F | 1/14/13-1/18/13 | \$395 |
| 4 | T-F | 1/22/13-1/25/13 | \$360 |
| 4 | T-F | 1/29/13-2/01/13 | \$360 |
| 4 | T-F | 2/05/13-2/08/13 | \$360 |
| 4 | T-F | 2/12/13-2/15/13 | \$360 |
| 4 | T-F | 2/19/13-2/22/13 | \$360 |
| 4 | T-F | 2/26/13-3/01/13 | \$360 |
| 4 | T-F | 3/05/13-3/08/13 | \$360 |
| 4 | T-F | 3/12/13-3/15/13 | \$360 |
| 5 | M-F | 3/18/13-3/22/13 | \$395 |
| 4 | M-TH | 3/25/13-3/28/13 | \$360 |
| 4 | T-F | 4/09/13-4/12/13 | \$360 |

1 10.4.1 The above fee schedule represents the
2 maximum per student charge per week.
3 Depending on circumstances during a
4 particular week, the per student fee may be
5 reduced. All student fee reductions will be
6 factored into the final billing. In no
7 instance shall the student fee exceed the
8 fee schedule referenced above.

9 10.5 A week of OUTDOOR SCHOOL is defined as a period
10 beginning with lunch following the student's arrival
11 on the first (1st) day of the OUTDOOR SCHOOL week and
12 extending through the last day of the same OUTDOOR
13 SCHOOL week, with departure from OUTDOOR SCHOOL on or
14 before 11:00 a.m.

15 10.6 A day of attendance is defined as a student being
16 present during any portion of the day, 12:01 a.m.
17 through 12:00 midnight.

18 10.7 Cost of room (on a shared occupancy basis) and food
19 for each certificated employee is included in student
20 fees.

21 10.8 If, in addition to the certificated employee required
22 for every 25-35 students, the DISTRICT sends
23 additional certificated or non-certificated staff or
24 student teachers, the prevailing per person site rates
25 for room and food shall apply for each additional

1 staff member. Visiting school personnel, parents, and
2 friends will be charged the prevailing rates for all
3 meals and snacks eaten and for overnight
4 accommodations, if available.

5 10.9 Pro-rated fees shall be charged for students arriving
6 late and/or departing early due to illness, or other
7 reasons deemed necessary or appropriate by the OUTDOOR
8 SCHOOL Administrator or his/her designee. The
9 following fee schedule will apply under such
10 circumstances:

11 10.9.1 5 days/4 nights/12 meals weeks

12 If student arrives late any time on the:

13 1st day-DISTRICT pays full fee

14 2nd day-DISTRICT pays 80% of normal fee

15 3rd day-DISTRICT pays 60% of normal fee

16 4th day-DISTRICT pays 40% of normal fee

17 If student departs early at any time on:

18 1st day-DISTRICT pays 20% of normal fee

19 2nd day-DISTRICT pays 40% of normal fee

20 3rd day-DISTRICT pays 60% of normal fee

21 4th day-DISTRICT pays 80% of normal fee

22 5th day-DISTRICT pays full fee

23 10.9.2 4 days/3 nights/9 meals weeks

24 If student arrives late any time on the:

25 1st day-DISTRICT pays full fee

2nd day-DISTRICT pays 75% of normal fee

1 3rd day-DISTRICT pays 50% of normal fee

2 If student departs early at any time on:

3 1st day-DISTRICT pays 25% of normal fee

4 2nd day-DISTRICT pays 50% of normal fee

5 3rd day-DISTRICT pays 75% of normal fee

6 4th day-DISTRICT pays full fee

7 10.10 DISTRICT'S students departing from and returning to
8 the OUTDOOR SCHOOL for any reason during a week will
9 be charged the full student fee for that week.

10 10.11 In the event of any condition, including emergencies
11 and late arrival of school buses, which would prohibit
12 the safe departure of DISTRICT students and DISTRICT
13 staff after 12:00 p.m. on the last day of the week,
14 SUPERINTENDENT shall charge DISTRICT for additional
15 costs related to feeding students and staff, and the
16 supervision of students until such time of departure.

17 10.12 DISTRICT shall pay SUPERINTENDENT the actual cost of
18 any miscellaneous items, including but not limited to
19 first-aid supplies, photocopy or duplicating service,
20 phone services, miscellaneous food items, bedding, or
21 any breakage or damage.

22 10.13 DISTRICT'S payment of all fees, according to the
23 provisions of this AGREEMENT shall be made to
24 SUPERINTENDENT within thirty (30) days of postmark on
25 invoice from SUPERINTENDENT.

1 11.0 In compliance with Education Code Section 35330, DISTRICT hereby
2 declares that no student has been denied the opportunity to
3 participate in the OUTDOOR SCHOOL because of the inability to pay the
4 required fee. DISTRICT shall make every effort to obtain the
5 financial support from fund-raising activities and voluntary
6 contributions made by parents and the community, to assist those
7 students who are unable to pay the required fee.

8 12.0 Responsibility for transportation to and from the OUTDOOR SCHOOL
9 shall be as follows:

10 12.1 Transportation of DISTRICT students, certificated
11 employees, other DISTRICT staff members, and luggage
12 to and from the OUTDOOR SCHOOL is the responsibility
13 of DISTRICT, and is not included in the OUTDOOR SCHOOL
14 fee pursuant to Section 10.4.

15 12.2 It is the DISTRICT'S responsibility to arrange for
16 transportation of a student in a timely manner if the
17 student needs to be picked up due to behavior problems
18 or illness, as deemed necessary by OUTDOOR SCHOOL
19 Principal or his/her designee. DISTRICT shall retain
20 responsibility for its students from time of departure
21 from home school to time of return to home school.

22 12.3 **It is the DISTRICT'S responsibility for providing and**
23 **arranging buses equipped with snow chains in the event**
24 **that the Highway Patrol has posted snow chain**
25 **requirements on mountain highways. Information**
regarding snow chain requirements is available on the

1 Caltrans website at [http://www.dot.ca.gov/cgi-](http://www.dot.ca.gov/cgi-bin/roads.cgi)
2 [bin/roads.cgi](http://www.dot.ca.gov/cgi-bin/roads.cgi).

3 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
4 DISTRICT Superintendent or his/her designee, pursuant to Education
5 Code Section 39656, the authority to allow additional schools or
6 students to participate in the OUTDOOR SCHOOL during the term of this
7 AGREEMENT on a space available basis. If DISTRICT wishes to add (a)
8 school(s) to this AGREEMENT, SUPERINTENDENT shall generate an
9 addendum to this AGREEMENT indicating the name(s) of the school(s),
10 the number of students for each school, and the date(s) of
11 participation. The addendum shall be signed by DISTRICT'S
12 Superintendent or his/her designee and returned to SUPERINTENDENT.

13 14.0 SUPERINTENDENT reserves the right to change or cancel DISTRICT'S
14 location and/or date of participation in the OUTDOOR SCHOOL program
15 under the following conditions: repair of grounds or facilities;
16 threat of fire, flood, storm or other natural or man-made
17 disturbance; lack of sufficient SUPERINTENDENT staff; or other
18 condition(s) which would make the operation of the OUTDOOR SCHOOL
19 imprudent, unsafe or unhealthy. SUPERINTENDENT will make every effort
20 to provide reasonable advance written notice to DISTRICT, when
21 possible, of such changes or cancellations in the OUTDOOR SCHOOL
22 schedule, attached hereto and incorporated by reference herein as
23 Exhibit "A".

24 15.0 If DISTRICT wishes to cancel all or a portion of a DISTRICT
25 school's week of participation due to a real or perceived emergency
condition such as fire, flood, earthquake, or severe weather

1 conditions, SUPERINTENDENT shall follow the procedures outlined
2 below:

3 15.1 SUPERINTENDENT shall communicate with the appropriate
4 governmental agency(ies) having jurisdiction over the
5 particular site (U.S. Forest Service, California
6 Highway Patrol, San Bernardino County Sheriff, and the
7 San Bernardino County Health and Safety Department) to
8 ascertain the accessibility and safe operation of the
9 OUTDOOR SCHOOL site in question.

10 15.2 Based on the recommendations made by the agency(ies)
11 referenced in Section 15.1, SUPERINTENDENT and
12 DISTRICT'S Principal, or his/her designee, or Outdoor
13 Science School Principal, or his/her designee, shall
14 mutually agree on a course of action regarding the
15 health and safety of students and staff at the site in
16 question.

17 15.2.1 If the site in question is deemed
18 inaccessible and/or considered to be unsafe
19 for student use and instruction by both
20 SUPERINTENDENT and DISTRICT, students and
21 staff will be evacuated or participation
22 will be postponed or cancelled.
23 SUPERINTENDENT will pro-rate the DISTRICT'S
24 fees and will attempt to reschedule
25 DISTRICT school(s) at another date and/or
location. If the inaccessible and/or unsafe

1 condition prohibits participation on the
2 first (1st) day of the week, no fees shall
3 be charged to DISTRICT by SUPERINTENDENT
4 until the site is safe, accessible and
5 open.

6 15.2.2 In the event of severe weather such as
7 rain, snow, flood or other acts of nature,
8 SUPERINTENDENT, in cooperation with the
9 agency(ies) referenced in Section 15.1,
10 shall make a good faith effort to determine
11 the safe condition of roads and sites on
12 the first (1st) day and throughout the week
13 of participation. Final determination as
14 to safe use of roads and site by students
15 and staff will be made by the
16 SUPERINTENDENT as soon as possible on the
17 first (1st) day of participation, and at
18 any time throughout the week of
19 participation. If the roads and site are
20 determined by SUPERINTENDENT to be safe and
21 accessible, but DISTRICT for whatever
22 reason disagrees and DISTRICT does not
23 participate as scheduled, all provisions of
24 this AGREEMENT including the full payment
25 of applicable fees shall apply.

1 15.2.3 It shall be the responsibility of DISTRICT
2 to update parents and DISTRICT personnel of
3 such decisions and procedures.

4 16.0 In the event SUPERINTENDENT, for any reason, fails to maintain a
5 master lease for an OUTDOOR SCHOOL site during the period September
6 1, 2012 through June 30, 2013 this AGREEMENT shall become of no force
7 or effect.

8 17.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
9 unlawful discrimination of persons because of race, color, religious
10 creed, national origin, ancestry, physical handicap, medical
11 condition, marital status, age, or sex of such persons.

12 18.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
13 construed and entered into in accordance with the laws of the State
14 of California, through California state courts with venue in Orange
15 County, California.

16 19.0 NOTICE. All notices or demands to be given under this AGREEMENT
17 by either party to the other, shall be in writing and given either by:
18 (a) personal service or (b) by U.S. Mail, mailed either by registered
19 or certified mail, return receipt requested, with postage prepaid.
20 Service shall be considered given when received if personally served
21 or if mailed on the third day after deposit in any U.S. Post Office.
22 The address to which notices or demands may be given by either party
23 may be changed by written notice given in accordance with the notice
24 provisions of this section. As of the date of this AGREEMENT, the
25 addresses of the parties are as follows:

1 DISTRICT: Capistrano Unified School District
2 33122 Valle Road
3 San Juan Capistrano, California 92675
4 Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 P.O. Box 9050
8 Costa Mesa, California 92628-9050
9 Attn: Patricia McCaughey

10 20.0 In the interest of public health, SUPERINTENDENT provides a
11 tobacco-free environment. Smoking or the use of any tobacco products
12 are prohibited in buildings and vehicles, and on any property owned,
13 leased or contracted for by the SUPERINTENDENT pursuant to Policy
14 400.15. Failure to comply with conditions of this policy may result
15 in the termination of this AGREEMENT.

16 21.0 ALCOHOL ON SCHOOL PROPERTY. In the interest of public health,
17 the SUPERINTENDENT provides an alcohol-free environment. Consuming,
18 possessing, selling, giving, or distributing any alcohol beverage or
19 product are prohibited in buildings and vehicles, and on any property
20 owned, leased or contracted for by the SUPERINTENDENT pursuant to
21 Business & Professions Code 25608. Failure to abide with these
22 conditions could result in the termination of this AGREEMENT.

23 22.0 If any term, covenant, condition or provision of this
24 AGREEMENT is held by a court of competent jurisdiction to be invalid,
25 void or unenforceable, the remainder of the provisions shall remain
in full force and effect and shall in no way be affected, impaired or
invalidated thereby.

26 23.0 This AGREEMENT contains the entire agreement between
27 SUPERINTENDENT and DISTRICT regarding the services and any agreement
28 hereafter made shall be ineffective to modify this AGREEMENT in whole

1 or in part unless such agreement is embodied in an amendment to this
2 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
3 This AGREEMENT supersedes all prior negotiations, understandings,
4 representations and agreements.

5 IN WITNESS WHEREOF, the Parties hereto have caused this
6 AGREEMENT to be executed.

7 DISTRICT: CAPISTRANO UNIFIED
8 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

9 BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

10 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

11 TITLE: _____

TITLE: Coordinator

12 DATE: _____

DATE: July 6, 2012

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Exhibit A

| Capistrano Unified School District | | | | | | | | | | |
|---|--------|----|------------|--------|---------|------------|------|---------------|-------------|--------------------------|
| School | Tracks | Gr | Students | Change | Initial | Start Date | Days | OSS Site | Student Fee | Comments |
| Arroyo Vista | | 5 | 100 | * | | 2/26/2013 | 4 | Cedar Crest | 360 | |
| Castille | | 5 | 130 | | | 4/15/2013 | 5 | Creekside | 395 | |
| Chaparral | | 5 | 160 | | | 4/9/2013 | 4 | Creekside | 360 | |
| Hidden Hills | | 5 | 78 | | | 5/28/2013 | 4 | Cedar Crest | 360 | |
| Las Palmas | | 5 | 104 | | | 12/03/12 | 5 | Cedar Crest | 395 | Attendees half sponsored |
| Oak Grove | | 5 | 115 | | | 5/28/2013 | 4 | Cedar Crest | 360 | |
| Reilly | | 5 | 125 | | | 5/21/2013 | 4 | Creekside | 360 | |
| San Juan | | 5 | 106 | | | 03/12/13 | 4 | Forest Center | 360 | Attendees half sponsored |
| District Total | | | 918 | | | | | | | |
| * Sponsorship is detailed above (full or partial) according to established criteria, and is available up to the number of students noted on this exhibit. Additional students, if they can be accommodated at Outdoor Science School site(s), may be charged the fees described in Section 10.4 if funding for the increase is not available. | | | | | | | | | | |
| Note: | | | | | | | | | | |
| 1) The Orange County Superintendent of Schools shall have final approval on all revisions/modifications made to Exhibit A. | | | | | | | | | | |
| 2) Cancellations and/or modifications to the number of students indicated in Exhibit A are subject to the terms and conditions of Section 10.1 and Section 10.2 of the Agreement. | | | | | | | | | | |

LIMITED USE LICENSE
Capistrano Unified School District
Tijeras Creek School
(July, 2009 Version)

This Limited Use License (the "License") is made this 26th day of June, 20012, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as: **Tijeras Creek**: Parcel 2 of LL 99-039, Tract No. 15869, filed for record as Instrument 2000-0639174 in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Tijeras Creek Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Tijeras Creek Elementary School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

EXHIBIT 35

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

2.01 Term. This License shall begin September 5, 2012 and end on June 19, 2013. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be **\$8,900**.

(b) During the term of this License, DISTRICT shall be responsible for and pay any extraordinary expenses incurred and/or for any abnormal damage done to the Park by DISTRICT beyond the normal wear and tear experienced from everyday use by members of the planned community. In determining the nature and the extent of any abnormal damage to the Park, SAMLARC's landscape contractor whose services are utilized by SAMLARC, shall make the final decision in determining the nature and extent of the abnormal damage. Any and all repair work occasioned by abnormal damage done to the Park by DISTRICT shall be done by SAMLARC's landscape contractor and shall be billed to DISTRICT. DISTRICT shall pay such billing within thirty (30) days of receipt.

(c) Such other expenses and costs as are mutually agreed upon in writing from time to time by SAMLARC and DISTRICT.

3.03 Payment Schedule Period. For this term, the DISTRICT share of annual costs and expenses under this License shall be billed to DISTRICT. Payment in full shall be due no later than December 1, 2012.

3.04 Late Charges and Interest. Any payment due hereunder which is paid more than fifteen (15) days after the due date, shall be subject to a 15% late charge which shall be due when levied. Additionally, any payment, including late charges, which is not paid within thirty (30) days of its due date shall be subject to interest at the rate of 12% per annum from the 30th day until the amount shall be paid in full.

3.05 Eliminating Damage to the Park. When an activity of DISTRICT is causing excessive damage to the Park, DISTRICT shall, at the written request of SAMLARC, discontinue such activity. In the alternative, DISTRICT may within thirty (30) days of any such request to discontinue by SAMLARC provide sufficient cash to repair the existing damage and to periodically repair the damage caused by the activity complained of together with a discontinuance of the activity periodically for a sufficient length of time for the repairs to be made by SAMLARC to the damaged areas of the Park. The amount of such cash and the frequency of such repairs shall be set by SAMLARC. SAMLARC agrees to give DISTRICT five (5) days written notice of such repair work and the need for DISTRICT to discontinue use of a portion of the Park prior to the repair commencing. Notwithstanding the above, should an emergency arise which requires immediate repair and/or restoration SAMLARC may make such repair and/or restoration with shorter notice or no notice at all to DISTRICT prior to commencing the repairs. SAMLARC agrees to use its best efforts to accommodate the School schedule in making such repairs.

4.01 Priority of Use. During all Regular School Days, and so long as DISTRICT is current in the payment of its obligations under this License and not otherwise in breach of this License, DISTRICT shall be entitled to a priority of use of the Park for the limited Elementary School related Activities, as shown and described on Exhibit "B", during the within specified times: 8:00 a.m. – 2:00 p.m., Monday through Friday, on Regular School Days. The District shall incorporate the Elementary School related Activities on the list of activities in the Monthly Calendar of Use specifying thereon the date, time and activity.

For purposes of this License, "Priority of Use" shall mean that:

(a) SAMLARC will not on Regular School Days schedule nor allow any other individual and/or group to reserve use of the Park as described in Sections 1.01 and 4.01 hereinabove as available for DISTRICT use, during the specified times set out in this Section; and,

(b) SAMLARC may notify the members of the planned community in writing of the times of the DISTRICT use of the Park and advise its members that DISTRICT is entitled to a priority of use. Such written notice need not be a direct mail notification to the owners/residents but may be included in the SAMLARC newsletter or on the SAMLARC website.

(c) It is understood and agreed that no use of the Park by DISTRICT shall change the ownership or nature of the Park to school property.

This language shall not require nor imply that SAMLARC can, nor will, patrol the Park nor remove its members, who may also be using the Park during DISTRICT's priority of use. DISTRICT shall have no right to use the Park for any purpose other than those Elementary School related Activities as shown and described on Exhibit "B", nor outside the Regular School Days and the times specifically provided herein unless they have secured the prior written consent from SAMLARC for a special event.

5.01 Special Events. Should DISTRICT desire to utilize the Park outside the Regular School Days and times specified herein, for a special event and/or in preparation for a special event, which is not listed on Exhibit "B" and which will necessitate the exclusive or priority use of the Park by DISTRICT in preparation and/or in the holding of the special event, then DISTRICT must secure the issuance of a Facilities Use Permit from SAMLARC for such extra use. If a Facilities Use Permit is issued/granted by SAMLARC, the provisions of this License will apply to such special event and/or preparation for a special event.

All special events and/or additional charges for the preparation for and/or the holding of the special event shall be set forth in the written permission granted by SAMLARC to DISTRICT and shall be due and payable prior to holding of the special event. The utilization of the Park by DISTRICT for the preparation and/or the holding, of any such special event, shall be DISTRICT's agreement to the payment of the special event charge and an acknowledgment of its reasonableness.

6.01 Capital Improvements to Park. Should DISTRICT desire to make any capital improvements to the Park, DISTRICT may do so only after having secured the prior written consent of the Board of Directors of SAMLARC. All expenses associated with the capital improvement must be borne by DISTRICT exclusively unless SAMLARC agrees to share in the expense. Any such agreement to share in the expense for a capital improvement desired by DISTRICT must be in writing and signed by SAMLARC.

6.02 Limitation on Repairs. DISTRICT shall make no repair(s) to the Park without the prior written consent of SAMLARC except and unless such repairs are of an emergency nature.

7.01 Vandalism. Where vandalism occurs in, on or to the Park during the Regular School Day or during a special event the cost of the repair and restoration necessitated by the vandalism shall be borne by DISTRICT exclusively if the perpetrators are known to be

employees, staff, or students of DISTRICT or their guests, invitees and/or agents. Otherwise, the cost of the repair and restoration necessitated by the vandalism shall be shared by DISTRICT and SAMLARC.

7.02 Liability Insurance. DISTRICT shall provide a policy of general liability insurance in a form, and on such terms as approved by SAMLARC.

This liability policy shall provide coverage for any property damage, bodily injury, personal injury and/or death which occurs on property of the DISTRICT and for DISTRICT'S use of the Park.

This insurance policy will be primary and non-contributory as to any SAMLARC owned policies, and SAMLARC requests the right to be notified if there is any termination, cancellation, or non-renewal of that policy.

This policy shall name SAMLARC (including all of its corporate directors, officers and volunteers) and Merit Property Management, Inc. (herein "Merit") as additional insureds. This liability policy shall not permit nor require any contribution from SAMLARC nor any SAMLARC policy of insurance which might also cover the Park. The policy limits shall be at least \$3,000,000 per person, per occurrence in its limits.

7.03 Proof of Insurance. DISTRICT shall provide written evidence of current insurance to SAMLARC no later than October 1, 2012. Any insurance renewal shall meet the requirements of this License. Proof of such insurance shall be sent to SAMLARC 22342-A, Avenida Empresa, suite 102A, Rancho Santa Margarita, CA 92688.

7.04 **Indemnification, Release, Waiver, Covenant Not to Sue; Bond.**
Claims arising from the use of the Park:

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from acts and omissions of DISTRICT, its contractors, agents, employees, directors, officers and volunteers and/or conditions of DISTRICT property.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

All other claims:

SAMLARC as used in the provisions relating to indemnity, release, waiver and Covenant Not to Sue shall mean and refer to SAMLARC, its agents, representatives, contractors, advisors, insurers, servants, attorneys, managing agent (which at the time of this agreement is Merit Property Management.)

DISTRICT shall indemnify, defend and hold SAMLARC harmless from all claims, actions, damages, to the fullest extent possible arising out of, relating to or in any manner connected with the DISTRICT'S property (including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT shall timely advance and pay all fees and costs including expenses of investigations, experts, witnesses, service of process, court reporter, and filing fees, and all attorney fees as they are submitted by SAMLARC. SAMLARC shall have the right without consulting DISTRICT to engage any witnesses, experts, inspectors, consultants, and attorneys, legal assistants, and legal professionals SAMLARC in its sole discretion determines to be necessary and on terms and conditions as SAMLARC shall decide and agree in its sole discretion in order to defend, represent, protect, advise, and consult with SAMLARC arising out of, relating to or in any manner connected with the indemnity, and defense of SAMLARC as provided herein.

Prior to commencement of any use by DISTRICT of the Park, DISTRICT shall name SAMLARC, its agents, and managing agent as provided herein, DISTRICT as additional insureds under the DISTRICT's liability policy. In the event DISTRICT is unable to name SAMLARC, its agents and managing agent as additional insureds under DISTRICT's liability insurance policy, DISTRICT shall pay for a liability insurance policy naming SAMLARC, its agents and managing agent as insureds on terms and conditions and in such amounts as may be acceptable to and approved by SAMLARC. DISTRICT's obligation to defend, hold harmless and indemnify SAMLARC as specified in this Limited Use License Agreement will continue and remain regardless of whether DISTRICT names SAMLARC, its agents, and managing agent as

additional insureds under the DISTRICT's liability policy or whether DISTRICT pays for a liability policy insuring SAMLARC, its agents, and managing agent as specified herein.

Except as to claims arising out of the use of the Park, The DISTRICT releases SAMLARC from any and all claims, damages, actions resulting from, concerning, arising out of, related to SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions . This release applies to claims, damages or actions that arise, occur or accrue before this agreement and at all times thereafter.

Waiver of Civil Code Section 1542:

The DISTRICT hereby expressly waives all rights, claims, actions, against SAMLARC generally and under Civil Code Section 1542, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

This general and specific waiver and release waives all claims that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions.

Covenant Not to Sue:

The DISTRICT agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise arising out of the Districts property(including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT also agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) and/or SAMLARC's operations, contracts, and functions.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: [INSERT NAME OF CONTACT PERSON]

9.02 SAMLARC Contact Person. SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquiries and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: Candice Fullenkamp, Executive Director, Merit Property Management, 22342 Avenida Empresa, Suite 102-A Rancho Santa Margarita, California 92688 Direct: 949-209-5075 cfullenkamp@meritpm.com.

9.03 Communication. In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 Breach. In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

11.01 Assignability. Neither SAMLARC nor DISTRICT may assign this License or any of the rights or obligations hereunder without the express written consent of both of the parties to this License.

11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

The Association:

**RANCHO SANTA MARGARITA
LANDSCAPE AND RECREATION
CORPORATION**

By: _____
Donald S. Chadd, President

By: _____
Sally Leonard, Secretary

Date: _____

Address: 22342-A, Avenida Empresa, Suite 102 – A
Rancho Santa Margarita, CA 92688

Phone: 949/209-5085

Fax: 949/589-6603

Contact Person: Candice Fullenkamp

Email: cfullenkamp@meritpm.com

The District:

Capistrano Unified School District

By: _____
Clark Hampton, Deputy Superintendent,
Business & Support Services

Date: _____

Address: 33122 Valle Road
San Juan Capistrano, CA 92675-

4792

Phone: 949-234-9449

Contact Person: _____

Email: _____

Attach Exhibits A-D

G:\SAMLARC\04 Contracts\Templates\2009 Templates\July 2009 Updated Templates\12\12
District LULAs 090714.doc

EXHIBIT A

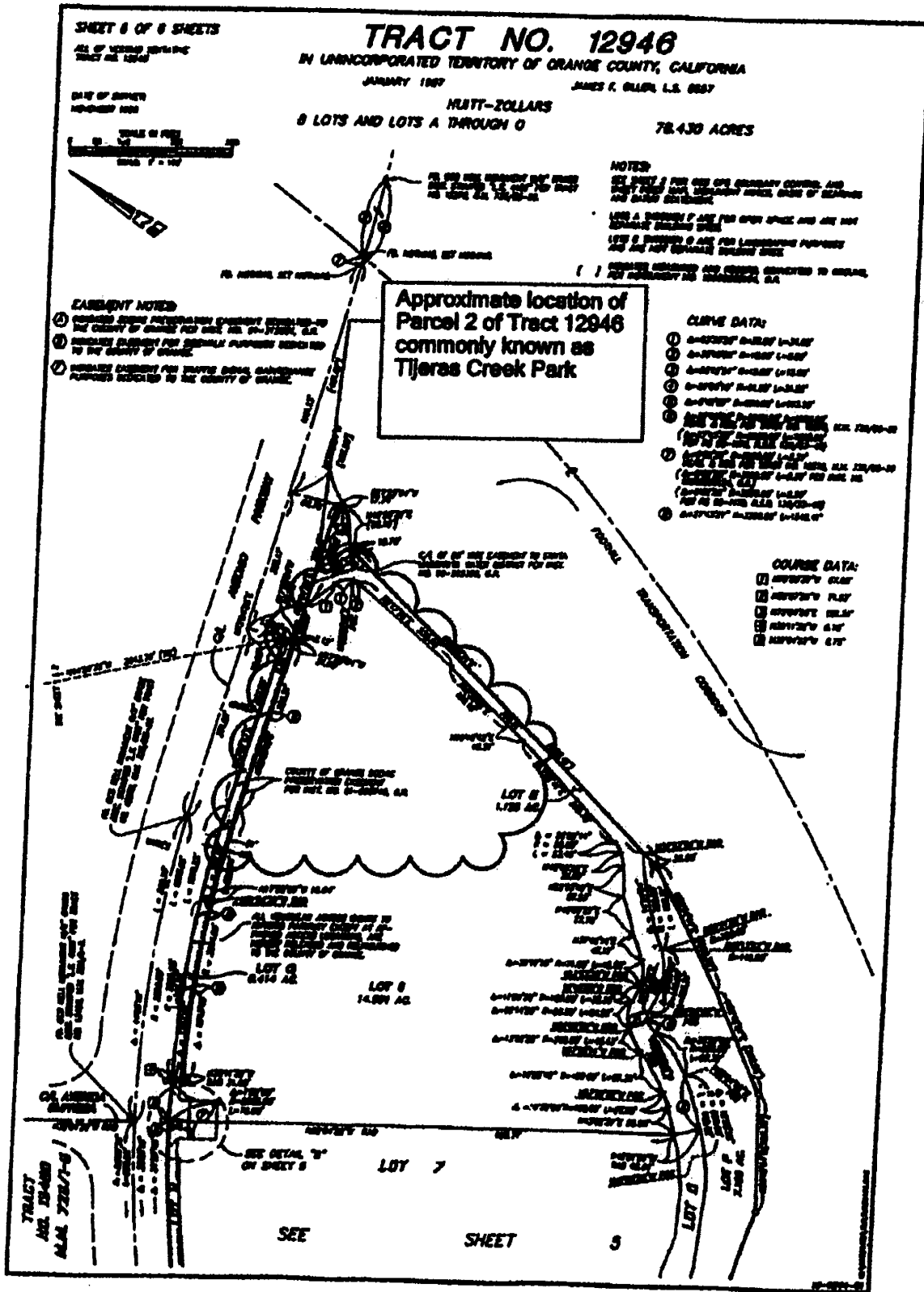


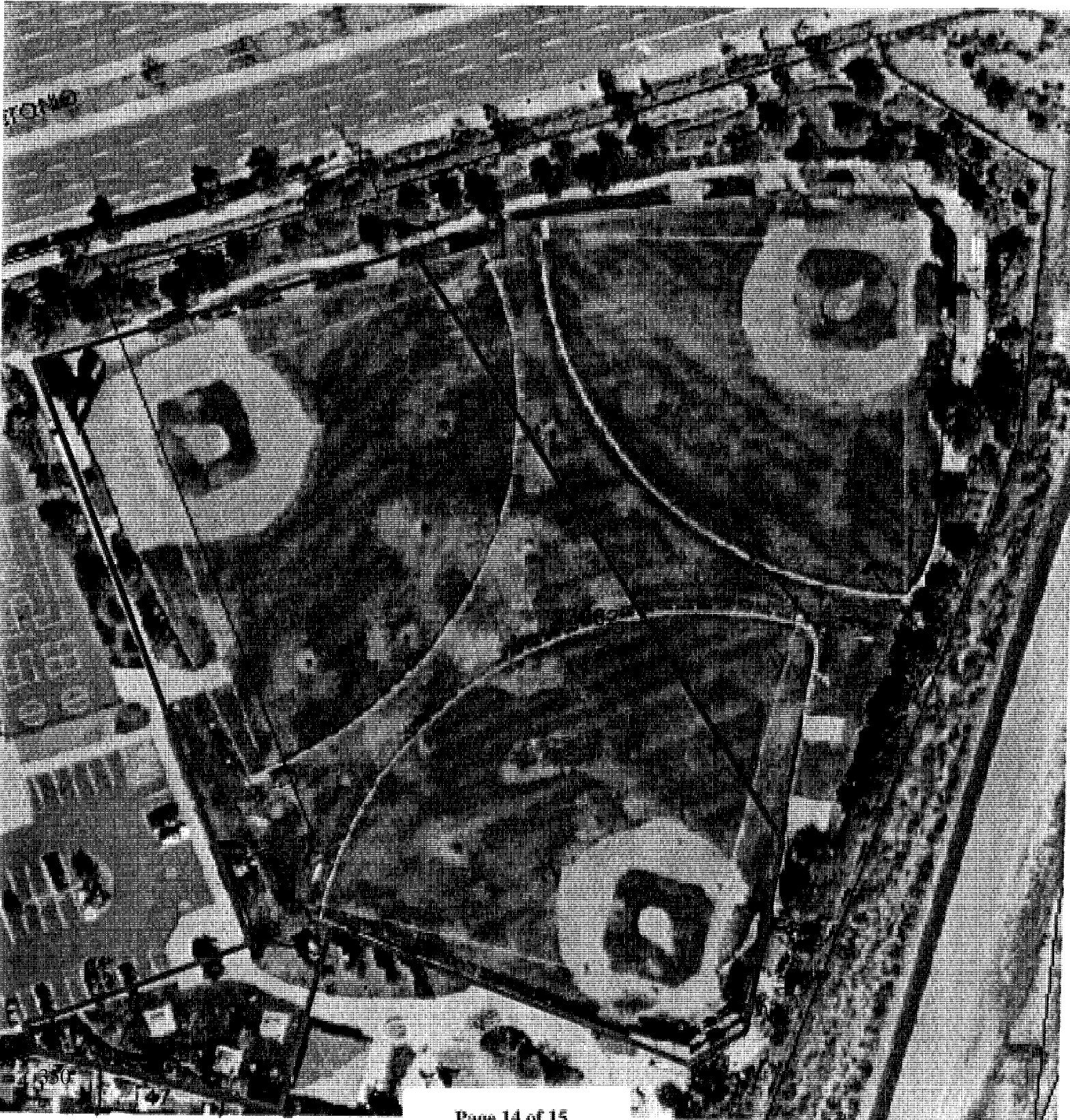
EXHIBIT B

TIJERAS CREEK ELEMENTARY SCHOOL ESTIMATED USE OF FIELD 2012-2013

| Grade | Number of Students (Approximate) | Activities | Time Frame |
|--------------|----------------------------------|--|--|
| Kindergarten | 100 | No field usage during the year | None |
| Grade 1 | 100 | Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June) | 20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day |
| Grade 2 | 115 | Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year Field Parties (June) | 20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day |
| Grade 3 | 145 | Daily Morning Recess Activities Daily Lunch Activities Daily Afternoon Recess Activities Field Activities: 1-2 Days a Week End of the Year field Parties (June) | 20 Minutes 20 Minutes 15 Minutes 1 Hour 1 School Day |
| Grade 4 | 120 | Daily Morning Recess Activities Daily Lunch Activities Field Activities: 1-2 Days a Week Gold Rush Activity End of the Year Field Parties (June) | 17 Minutes 20 Minutes 1 Hour 1 School Day 1 School Day |
| Grade 5 | 135 | Daily Morning Recess Activities Daily Lunch Activities Field Activities: 2 Days a Week 5 th Grade Panoramic Picture (1 Time) End of the Year Field Parties (June) | 17 Minutes 20 Minutes 15 Minutes 30 Minutes 1 School Day |
| All Grades | 615 | Surf Spring/Jog-A-Thon (September) | 1 School Day |

**SAMLARC/Tijeras Creek Elementary
School 2012-13 LULA**

Exhibit C



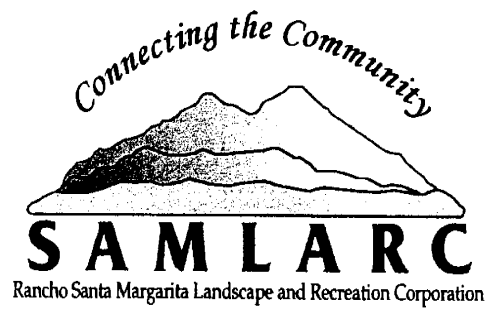


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- **No. 8 – Preventive Maintenance – Soccer/Football Practices**
- **No. 9 - Inclement Weather Sports Field Close Down**
- **No. 16 – One-Time Use of Sports Fields**

| DONATED BY | AMOUNT | PURPOSE | Site |
|-------------------|---|--|---|
| Xerox Corporation | <ul style="list-style-type: none"> •Ikea Furniture: Desk, Table, Chairs, Couch, and Shelving •MAC Computer •Flat Screen Monitor •New Paint and Xerox will Pay CUSD to Paint the Graphic Arts/Print Services Department •Pictures and Signs | Upgrading the Reception Area of the Graphic Arts/Print Services Department | Graphics Arts/Print Services Department |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 20, 2012
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. D'Innocenzo, Mary | FS Worker | Voluntary | 11/13/2006 | 06/23/2012 |
| 2. Eiseman, Scott | Sub Sch Bus Driver | Voluntary | 04/30/2012 | 08/15/2012 |
| 3. Khatib, Jacqueline | Inst Asst-Sp Ed | Voluntary | 03/16/2011 | 08/10/2012 |
| 4. Kudza, Sandra | Health Assistant | Voluntary | 11/26/2001 | 08/29/2012 |
| 5. Martin, Marja | Inst Asst-Sp Ed | Voluntary | 04/30/2012 | 08/13/2012 |
| 6. Scheibel, Shelley | LVN | Voluntary | 04/16/2012 | 08/13/2012 |
| 7. Story, Virginia | Inst Asst-Music | Voluntary | 10/10/2011 | 08/10/2012 |
| 8. Wessel, Hannah | IF-Sp Ed | Moving | 09/05/2006 | 08/13/2012 |
| 9. Zamora, Marta | FS Cashier | Voluntary | 10/27/1994 | 06/21/2012 |

APPROVE EMPLOYMENT

| <u>Name</u> | <u>Position-Full Time</u> | <u>Salary</u> | <u>Range Step</u> | <u>Effective Date</u> |
|-------------------|--|---------------|-------------------|-----------------------|
| 10. Strong, Karyn | Occupational Therapist (12mo/40hpw) | \$5,699.39 mo | R55-1 | 08/21/2012 |

| <u>Name</u> | <u>Position-Part Time</u> | <u>Salary</u> | <u>Range Step</u> | <u>Effective Date</u> |
|---------------------|---|---------------|-------------------|-----------------------|
| 11. Gilmore, Shelly | Literacy Intervention Asst (9.5mo/30hpw) | \$2785.07 mo | R26-1 | 09/05/2012 |

| <u>Name</u> | <u>Recall from Layoff</u> | <u>Salary</u> | <u>Range Step</u> | <u>Effective Date</u> |
|------------------------|--|---------------|-------------------|-----------------------|
| 12. Barber, Angela | Inst Asst (9.5mo/15hpw) | \$ 14.19 hr | R19-2 | 09/05/2012 |
| 13. Bordelon, Marcille | HS Library Media Clerk (10.5mo/40hpw) | \$3,381.23 mo | R22-10 | 08/21/2012 |
| 14. Jones, Joan | Inst Asst (9.5mo/15hpw) | \$ 14.19 hr | R19-2 | 09/05/2012 |
| 15. Neumiller, Nora | Blngl Clerk (10mo/40hpw) | \$3,641.23 mo | R25-10 | 08/28/2012 |
| 16. Orlando, Deidre | Inst Asst (9.5mo/17.5hpw) | \$ 14.19 hr | R19-2 | 09/05/2012 |
| 17. Rosas, Alicia | Inst Asst (9.5mo/17.5hpw) | \$ 18.11 hr | R19-10 | 09/05/2012 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 20, 2012
Classified Employees

APPROVE EMPLOYMENT (Cont.)

| <u>Name</u> | <u>Recall from Layoff with Less Hours</u> | <u>Salary</u> | <u>Range Step</u> | <u>Effective Date</u> |
|----------------------|---|---------------|-----------------------|---------------------------|
| 18. Fairchild, Vicki | Inst Asst (9.5mo/15hpw) | \$ 14.19 hr | R19-2 | 09/05/2012 |
| 19. Harnish, James | HS Campus Supvr (9.5mo/17.5hpw) | \$ 20.01 hr | R25-6 | 09/05/2012 |
| 20. Primer, Marina | Inst Asst (9.5mo/15hpw) | \$ 14.19 hr | R19-2 | 09/05/2012 |
| 21. Rogers, Mark | Inst Asst (9.5mo/15hpw) | \$ 14.19 hr | R19-2 | 09/05/2012 |

| <u>Name</u> | <u>Position-Substitute</u> | <u>Salary</u> | <u>Range Step</u> | <u>Effective Date</u> |
|-----------------------------|----------------------------|---------------|-----------------------|---------------------------|
| 22. Beaumont, Joann | MS Campus Supvr | \$14.92 hr | R23-1 | 09/05/2012 |
| 23. Clifford, Kelli | HS Campus Supvr | \$15.68 hr | R25-1 | 08/20-2012- 09/24/2012 |
| | HS Lib Media Tech | \$16.88 hr | R28-1 | |
| 24. D'Innocenzo, Mary | FS Worker | \$11.95 hr | R14-1 | 08/20/2012 |
| 25. Estrada, Jose | Groundskeeper | \$16.47 hr | R27-1 | 08/21/2012 |
| 26. Kudza, Sandra | Health Assistant | \$16.47 hr | R27-1 | 08/30/2012 |
| 27. McBride, Jill | Student Supvr | \$10.00 hr | | 08/21/2012 |
| 28. McGee, James | MS Campus Supvr | \$14.92 hr | R23-1 | 08/20/2012 |
| | HS Campus Supvr | \$15.68 hr | R25-1 | |
| 29. Rodriguez, Magdalena | Sub Clerk | \$14.92 hr | R23-1 | 08/20/2012- 09/21/2012 |

| <u>Name</u> | <u>Position-Short Term</u> | <u>Salary</u> | <u>Effective Date</u> |
|------------------|----------------------------|---------------|---------------------------|
| 30. Borst, Wendy | Student Supvr | \$10.00 hr | 08/20/2012 |

APPROVE PROMOTION

| <u>Name</u> | <u>Former Position</u> | <u>Promotion</u> | <u>Range Step</u> | <u>Effective Date</u> |
|---------------------|----------------------------------|----------------------------------|-----------------------|---------------------------|
| 31. Gibby, Sharon | Sch Clerk II (10mo/40hpw) | HS Office Mgr (10.75mo/40hpw) | R33-3 | 08/21/2012 |
| 32. Huber, Charlene | Trans Dispatcher (12mo/40hpw) | Trans Mgr III (Temp/40hpw) | R44-1 | 08/29/2012- 10/31-2012 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 20, 2012
Classified Employees

APPROVE PROMOTION (Cont.)

| <u>Name</u> | <u>Former Position</u> | <u>Promotion</u> | <u>Range Step</u> | <u>Effective Date</u> |
|--------------------|----------------------------|---------------------------------|-------------------|-----------------------|
| 33. Orgill, Janell | IF-Autism (9.5mo/40hpw) | IBI Asst/Tutor (9.5mo/40hpw) | R24-3 | 09/05/2012 |

APPROVE ASSIGNMENT ADJUSTMENTS

| <u>Name</u> | <u>Former Position</u> | <u>Assignment Adjustment</u> | <u>Range Step</u> | <u>Effective Date</u> |
|-------------------------|-------------------------------------|-------------------------------------|-------------------|-----------------------|
| 34. Binns, Jodi | HS Lib Media Tech (10.5mo/30hpw) | HS Lib Media Tech (10.5mo/20hpw) | R20-1 | 08/07/2012 |
| 35. Clarke, Christopher | IF-Sp Ed (9.5mo/17.5hpw) | IF-Sp Ed (9.5mo/32.5) | R22-2 | 09/05/2012 |

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

| <u>Name</u> | <u>Additional Assignment</u> | <u>Effective Date</u> |
|-------------------|---|---------------------------|
| 36. Crowe, Carmen | Blngl Comm Svcs Liaison NTE 16hpw (Assist Early Childhood Programs with files) | 07/30/2012- 08/24/2012 |
| 37. Gast, Lucibel | Blngl Comm Svcs Liaison NTE 16hpw (Assist Early Childhood Programs with files) | 07/30/2012- 08/24/2012 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 20, 2012
Certificated Employees

ACCEPT RESIGNATIONS/TERMINATIONS

| <u>Name</u> | <u>Position Title</u> | <u>Reason</u> | <u>Original Hire Date</u> | <u>Date of Separation</u> |
|------------------------|-----------------------|-----------------------|---------------------------|---------------------------|
| 1. Auerbach, Nathan | Teacher | Temp Contract Expired | 08/27/2008 | 06/21/2012 |
| 2. Cabezas, Rita | Teacher | Temp Contract Expired | 09/01/2011 | 06/21/2012 |
| 3. Cranston, Christine | Substitute Teacher | Voluntary | 10/03/2008 | 06/30/2012 |
| 4. Dietsch, Jocelyn | Teacher | Temp Contract Expired | 08/27/2008 | 06/21/2012 |
| 5. Gomez, Angelica | Teacher | Temp Contract Expired | 08/27/2008 | 08/14/2012 |
| 6. Grichine, John | Substitute Teacher | District Initiated | 11/10/2011 | 06/30/2012 |
| 7. Hansler, Tara | Teacher | Temp Contract Expired | 09/28/2011 | 06/21/2012 |
| 8. Kissel, Heidi | Substitute Teacher | Voluntary | 09/07/2011 | 06/30/2012 |
| 9. Kovac, Jami-Lyn | Teacher | Temp Contract Expired | 08/22/2005 | 06/21/2012 |
| 10. Kurtz, Chelsea | Teacher | Temp Contract Expired | 09/01/2011 | 06/21/2012 |
| 11. Landero, Jennifer | Teacher | Temp Contract Expired | 09/01/2011 | 06/21/2012 |
| 12. Martin, Rebecca | Teacher | Temp Contract Expired | 09/01/2011 | 06/21/2012 |
| 13. Pham, Shannon | Substitute Teacher | District Initiated | 10/11/2011 | 06/30/2012 |
| 14. Teshima, Jennifer | Substitute Teacher | Other Employment | 10/18/2011 | 06/30/2012 |
| 15. Valenzuela, Othon | Substitute Teacher | District Initiated | 11/04/2010 | 06/30/2012 |
| 16. Villalpando, Diana | Substitute Teacher | District Initiated | 01/07/2011 | 06/30/2012 |
| 17. Vyvlecka, Michelle | Substitute Teacher | Personal | 05/15/2012 | 06/30/2012 |
| 18. Wall, Anita | Substitute Teacher | District Initiated | 09/29/2011 | 06/30/2012 |
| 19. White, Jennifer | Substitute Teacher | District Initiated | 05/18/2011 | 06/30/2012 |

APPROVE EMPLOYMENT

| <u>Name</u> | <u>1st Year Temporary</u> | <u>Annual Salary</u> | <u>Column/ Step</u> | <u>Effective Date</u> |
|---------------------------|---------------------------|----------------------|---------------------|-----------------------|
| 20. Afrouzeh, Golnaz | Teacher-Sp Ed | \$70,812 | D-7 | 09/04/2012 |
| 21. Bauer, Barbara | Teacher-Sp Ed | \$63,260 | C-6 | 09/04/2012 |
| 22. Bennett, Erin | Teacher-Sp Ed | \$50,728 | B-1 | 09/04/2012 |
| 23. Buckman, Jennifer | Teacher-Sp Ed | \$62,358 | B-7 | 09/04/2012 |
| 24. Butier, Amy | Teacher-Sp Ed | \$64,541 | B-8 | 09/04/2012 |
| 25. Canelakes, Amanda | Teacher-Sp Ed | \$61,708 | D-3 | 09/04/2012 |
| 26. Davis, Stacy | Teacher-Sp Ed | \$75,134 | C-11 | 09/04/2012 |
| 27. Derry, Patrick | Teacher-Sp Ed | \$59,128 | D-2 | 09/04/2012 |
| 28. Fernandez, Irma | Teacher-Sp Ed | \$61,121 | C-5 | 09/04/2012 |
| 29. Forbes, Steven | Teacher-Sp Ed | \$55,128 | C-2 | 09/04/2012 |
| 30. Ford, Deon | Teacher-Sp Ed | \$55,439 | A-5 | 08/30/2012 |
| 31. Garcia, Monica | Teacher | \$48,312 | A-1 | 08/30/2012 |
| 32. Gonzalez, Henry David | Teacher-Sp Ed | \$59,054 | C-4 | 09/04/2012 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 20, 2012
Certificated Employees

APPROVE EMPLOYMENT (Cont.)

| <u>Name</u> | <u>1st Year Temporary</u> | <u>Annual Salary</u> | <u>Column/ Step</u> | <u>Effective Date</u> |
|-----------------------------|----------------------------------|--------------------------|-------------------------|---------------------------|
| 33. Goss, Kristen | Teacher-Sp Ed | \$48,312 | A-1 | 08/30/2012 |
| 34. Grace, Jennifer | Teacher-Sp Ed | \$78,510 | D-10 | 09/04/2012 |
| 35. Guite, Lauren | Teacher | \$48,312 | A-1 | 08/30/2012 |
| 36. Hayden, Carolyn | Teacher-Sp Ed | \$48,312 | A-1 | 08/30/2012 |
| 37. Heinsen, Rebecca | Teacher-Sp Ed | \$81,258 | D-11 | 09/04/2012 |
| 38. Hernandez, Reagan | Teacher-Sp Ed | \$55,128 | C-2 | 09/04/2012 |
| 39. Hill, Stacy | Teacher-Sp Ed | \$55,128 | C-2 | 09/04/2012 |
| 40. Jenkins, Erin | Teacher-Sp Ed | \$48,312 | A-1 | 09/04/2012 |
| 41. Kolenic, Nicole | Teacher-Sp Ed | \$70,812 | D-7 | 09/04/2012 |
| 42. Kollar, Barbara | Teacher-Sp Ed | \$75,134 | C-11 | 09/04/2012 |
| 43. Kovacs, Lori | Teacher-Sp Ed | \$48,312 | A-1 | 09/04/2012 |
| 44. Leslie, Elizabeth | Teacher-Sp Ed | \$57,057 | C-3 | 09/04/2012 |
| 45. McKee, Aja | Teacher-Sp Ed | \$48,312 | A-1 | 08/30/2012 |
| 46. Null, Laura | Teacher-Sp Ed | \$61,708 | D-3 | 09/04/2012 |
| 47. O'Connor, Colleen | Teacher-Sp Ed | \$81,258 | D-11 | 09/04/2012 |
| 48. Odgen, Ashly | Teacher-Sp Ed | \$55,128 | C-2 | 09/04/2012 |
| 49. Pagano, Lynetta | Teacher-Sp Ed | \$73,290 | D-8 | 09/04/2012 |
| 50. Park, Wendy | Teacher-Sp Ed | \$53,564 | A-4 | 09/04/2012 |
| 51. Paulsen, April | Teacher-Sp Ed | \$85,321 | D-15 | 09/04/2012 |
| 52. Phillips, Deanna | Teacher-Sp Ed | \$68,260 | D-6 | 09/04/2012 |
| 53. Quarcini, Melissa | Teacher-Sp Ed | \$55,128 | C-2 | 09/04/2012 |
| 54. Quinn, Cory | Teacher-Sp Ed | \$70,138 | C-9 | 09/04/2012 |
| 55. Ramirez, Leslie | Teacher | \$48,312 | A-1 | 08/30/2012 |
| 56. Rodriguez, Aimee | Teacher-Sp Ed | \$52,503 | B-2 | 09/04/2012 |
| 57. Stanga, Kimberly | Teacher-Sp Ed | \$51,753 | A-3 | 09/04/2012 |
| 58. Summers, Nicole | Teacher-Sp Ed | \$52,503 | B-2 | 09/04/2012 |
| 59. Taylor, Julie | Teacher-Sp Ed | \$65,474 | C-7 | 09/04/2012 |
| 60. Thomas-Mackey, Peggy | Teacher-Sp Ed | \$68,260 | D-6 | 09/04/2012 |
| 61. Wooten, Jennifer | Teacher-Sp Ed | \$50,728 | B-1 | 09/04/2012 |
| 62. Yamamoto, Kera | Teacher-Sp Ed | \$48,312 | A-1 | 09/04/2012 |
| <u>Name</u> | <u>1st Year Probationary</u> | <u>Annual Salary</u> | <u>Column/ Step</u> | <u>Effective Date</u> |
| 63. Bosio, Daniella | Speech Patholgoist | \$70,892 | SP-1 | 08/27/2012 |
| 64. Perry, Cynthia | Speech Patholgoist | \$80,751 | SP-5 | 08/27/2012 |
| 65. Selecman, Lana | Speech Pathologist | \$80,751 | SP-5 | 08/27/2012 |
| 66. Terpstra, Tracy | Speech Pathologist | \$73,232 | SP-2 | 08/27/2012 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 20, 2012
Certificated Employees

APPROVE EMPLOYMENT (Cont.)

| <u>Name</u> | <u>2nd Year Probationary</u> | <u>Annual Salary</u> | <u>Column/ Step</u> | <u>Effective Date</u> |
|----------------------|---|--------------------------|-------------------------|---------------------------|
| 67. Atencio, Caitlin | Teacher-Sp Ed | \$57,057 | C-3 | 09/04/2012 |
| 68. Styles, Karen | Teacher-Sp Ed | \$51,753 | A-3 | 09/04/2012 |

APPROVE REEMPLOYMENT OF LAID OFF EMPLOYEES

| <u>Name</u> | <u>Assignment</u> | <u>Annual Salary</u> | <u>Column/ Step</u> | <u>Effective Date</u> |
|------------------------|-------------------|--------------------------|-------------------------|---------------------------|
| 69. Arthur, Jeanie | Teacher-Sp Ed | \$63,868 | D-4 | 09/04/2012 |
| 70. Cheney, Daren | Teacher-Sp Ed | \$65,844 | A-10 | 09/04/2012 |
| 71. Comstock, Jessica | Teacher-Sp Ed | \$66,103 | D-5 | 09/04/2012 |
| 72. Cracchiolo, Jenika | Teacher-Sp Ed | \$61,121 | C-5 | 09/04/2012 |
| 73. Kubly, Troy | Teacher-Sp Ed | \$68,417 | D-6 | 09/04/2012 |
| 74. Radley, Kristee | Teacher-Sp Ed | \$78,512 | D-10 | 09/04/2012 |
| 75. Roche, Ann | District Nurse | \$68,149 | A-11 | 08/24/2012 |
| 76. Schwartz, Roni | Teacher-Sp Ed | \$70,812 | D-7 | 09/04/2012 |
| 77. Todd, Mary | Teacher-Sp Ed | \$57,379 | A-6 | 09/04/2012 |

APPROVE HOME/HOSPITAL TEACHERS

Pay @ \$35.00 per hour

78. Yanaura, Mark

APPROVE ADULT EDUCATION TEACHERS

Pay @ \$30.00 per hour

79. Brotherton, Jill

81. Unzueta, Gabriell

80. Hansen, Ivan

82. Wallace, Danielle

Pay @ \$32.00 per hour

83. Adamo, Marilyn

93. Lewis, Jane

84. Beron, Ron

94. Lopata, Kelley

85. Christman, Merideth

95. McDevitt, Nicole

86. Cuthbertson, Denise

96. Melberg, Nadine

87. Futami, Kim

97. Moe, Lori

88. Hanson, Kathryn

98. Olsen, Susan

89. Hillbrant, Jill

99. Petrucco, Deanna

90. Hochgesang, Barbara

100. Rice, Janet

91. Hogan-Miertschin, Lauren

101. Skaron, Deborah

92. Leveque, Maryly

102. Smith, Kathryn

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 20, 2012
Certificated Employees

APPROVE ADULT EDUCATION TEACHERS (Cont.)

Pay @ \$32.00 per hour

| | |
|-------------------------|--------------------------|
| 103. Sommerville, Nancy | 107. Violet, Jan |
| 104. Tomlinson, Kristen | 108. Waterbury, Linda |
| 105. Vermeulen, Don | 109. Wooldridge, Valerie |
| 106. Vermeulen, MaryAnn | 110. Woolley, Dianne |

APPROVE ADMINISTRATOR ON SPECIAL ASSIGNMENT

| <u>Name</u> | <u>Assignment</u> | <u>Annual Salary</u> | <u>Effective Date</u> |
|-------------------|-------------------------------------|----------------------|---------------------------|
| 111. Krey, Pamela | Substitute Assistant Principal-CVHS | \$435.00 per diem | 08/21/2012- 06/30/2013 |

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

| | |
|---------------------|--------------------|
| 112. Kiyono, Angela | 114. Records, Lynn |
| 113. Kucera, Lee | 115. Young, Marsha |

APPROVE 6/5^{ths} ASSIGNMENT 2nd SEMESTER

| | |
|--------------------------|--------------------------|
| 116. Breithaupt, Teresa | 122. Laving, Melanie |
| 117. Dorn, Michele | 123. Laving, Steve |
| 118. Halterman, Roger | 124. Robustelli, Lucille |
| 119. Jimenez, Jeremiah | 125. Snowden, Marybeth |
| 120. Khalaf, Reem | 126. Waterbury, Nilsa |
| 121. Kunze-Thibeau, Lori | |

APPROVE ASSIGNMENT ADJUSTMENT

| <u>Name</u> | <u>Previous Assignment</u> | <u>New Assignment</u> | <u>Effective Date</u> |
|----------------------|----------------------------|-----------------------|-----------------------|
| 127. Lederman, Sue | Teacher-100% | Speech Path-100% | 08/27/2012 |
| 128. Macchia, Gina | Partnership-60% | Teacher-100% | 07/01/2012 |
| 129. Myers, Colleen | Leave of Absence | Teacher-100% | 07/01/2012 |
| 130. Perry, Jennifer | Counselor-50% | Counselor-100% | 08/24/2012 |
| 131. Wobst, Judy | Teacher-100% | Speech Path-100% | 08/27/2012 |

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 20, 2012
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS

Assist in Curriculum Planning for the Two Way Program – Las Palmas Elem

Not to exceed 20 hours non-instructional pay @ \$55.00 per hour
07/09/2012-08/24/2012

132. Barrosa, Maria Cristina

Coordinator for Summer Intervention Program – Las Palmas Elem

Not to exceed 15 hpw non-instructional pay @ \$55.00 per hour
08/13/2012-08/24/2012

133. Barrosa, Maria Cristina

Curriculum – California Preparatory Academy

Not to exceed 50 hours non-instructional pay @ \$30.00 per hour
07/02/2012-08/30/2012

134. Cotton, Melissa

136. Marsing, Debbie

135. Green, Justin

137. Moore, Mike

Curriculum – California Preparatory Academy

Not to exceed 75 hours non-instructional pay @ \$30.00 per hour
07/09/2012-08/30/2012

138. Hallam, John

Algebra Summer Intervention Program – Education Division

Not to exceed 2 hours instructional pay @ \$35.00 per hour
07/19/2012-07/19/2012

139. Caruso, Heather

Prepare, Plan and/or Teach Staff Development Classes – Education Division

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour
07/01/2012-09/01/2012

140. Bennett, Katie

145. Peterson, Susan

141. Evans, Laura

146. Robinson, Katie

142. Foster, Karin

147. Todd, Jenn

143. Glassen, Nina

148. Wiseman, Holly

144. Love, Errin

Interview Panel – Music Division

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
08/15/2012-08/20/2012

149. Brunton, Michele

151. Hancock, Keith

150. Choi, Yeon

152. Waldukat, Andy

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 20, 2012
Certificated Employees

APPROVE ADDITIONAL ASSIGNMENTS (Cont.)

Adaptive Physical Education Services – Special Education
Not to exceed 1 hours non-instructional pay @ \$30.00 per hour
08/06/2012-08/17/2012

153. Yanaura, Mark

Assessment – Special Education
Not to exceed 3 hours instructional pay @ \$35.00 per hour
07/25/2012-09/05/2012

154. Krogdale, Sue

APPROVE CO-CURRICULAR ASSIGNMENTS

| <u>Name</u> | <u>Position</u> | <u>Location</u> | <u>Salary</u> | <u>Effective Date</u> |
|--------------------|-------------------|-------------------|---------------|-----------------------|
| 155. Ender, Pamela | Lead Psychologist | Special Education | \$ 4,348.00 | 07/01/2012-06/30/2013 |

APPROVE LEAVES OF ABSENCE

| <u>Name</u> | <u>Reason</u> | <u>Effective Date</u> |
|-------------------------|---------------|-----------------------|
| 156. Cleveland, Rebecca | Personal | 2012-2013 |
| 157. Garcia, Steffanie | Personal | 2012-2013 |
| 158. Hall, Tiffany | Personal | 2012-2013 |
| 159. Huynh, Tina | Personal | 2012-2013 |
| 160. Kluck, Jane | Personal | 09/04/2012-11/13/2013 |
| 161. Stone, Michael | CTA Position | 2012-2013 |

APPROVE ASSIGNMENTS ON SUBJECT MATTER WAIVER

| <u>Name</u> | <u>School</u> | <u>Subject</u> | <u>Ed Code Provision</u> | <u>Effective Date</u> |
|------------------------|-------------------|----------------|--------------------------|-----------------------|
| 162. Hernandez, Juan | San Juan Hills HS | PE | 44263 | 07/01/2012-06/30/2013 |
| 163. Grantz, Christine | Hankey MS | Science | 44256(b) | 07/01/2012-06/30/2013 |