

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

BOARD OF TRUSTEES
Regular Meeting

August 13, 2014

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. STUDENT EXPULSIONS

Deliberations of Findings of Fact and Recommendations
(Pursuant to Education Code §48918{c} and §35145)

EXHIBIT 3A1-A2

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION EXHIBIT 3B

Number of Cases: One
OAH Case No. 201205145
(Pursuant to Education Code §54956.9{a})

C. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

1. Executive Director, Student Intervention and Support
 2. Elementary School Principal
 3. High School Assistant Principal
 4. Middle School Assistant Principal
- (Pursuant to Government Code §54957)

EXHIBIT 3C1-C4

D. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Pursuant to Government Code §54957)

EXHIBIT 3D

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. RESOLUTION NO. 1415-04, RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO SANTA MARGARITA), MEMORIALIZING THE INTENT TO EXECUTE NOTICE OF CANCELLATION OF SPECIAL TAX LIEN UPON THE SCHEDULED MATURITY OF COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO SANTA MARGARITA) SERIES 1996 SPECIAL TAX REFUNDING BONDS:**

DISCUSSION/
ACTION
Page 1
EXHIBIT 1

Resolution No. 1415-04 memorializes the Board’s intent to execute a Notice of Cancellation of Special Tax Lien on non-delinquent parcels upon the scheduled maturity of the currently outstanding Community Facilities District (CFD) No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita) Series 1996 Special Tax Refunding Bonds (Series 1996 Bonds) on September 1, 2014. Upon the Board’s receipt of documentation evidencing the full and final payment of the principal of and interest on the Series 1996 Bonds, the Board shall direct the execution and recording of a Notice of Cancellation of Special Tax Lien for non-delinquent parcels subject to the special tax lien within CFD No. 88-1.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1415-04, Resolution of The 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), Memorializing the Intent to Execute Notice of Cancellation of Special Tax Lien Upon the Scheduled Maturity of Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita) Series 1996 Special Tax Refunding Bonds.

Motion by _____

Seconded by _____

ROLL CALL:

Trustee Addonizio _____

Trustee Hatton-Hodson _____

Trustee Bryson _____

Trustee Pritchard _____

Trustee Hanacek _____

Trustee Reardon _____

Trustee Alpay _____

2. **RESOLUTION OF THE 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), MEMORIALIZING THE INTENT TO EXECUTE NOTICE OF CANCELLATION OF NOTICE OF SPECIAL TAX LIEN UPON THE SCHEDULED MATURITY OF COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT SERIES 1996 SPECIAL TAX REFUNDING BONDS:**

DISCUSSION/
ACTION
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EXHIBIT 2

Community Facilities District (CFD) No. 94-1 of the Capistrano Unified School District (Rancho Santa Margarita) was formed pursuant to Government Code §53311, *et seq.* as amended, known as the Mello-Roos Act (Act), with the adoption of Resolution No. 94-64. Pursuant to Resolution No. 94-64, the earlier of Fiscal Year 2030-2031 or the date that all bonds of CFD No. 88-1 are retired, is the last Fiscal Year in which the special taxes may be levied for CFD No. 94-1. CFD No. 88-1 currently has the Community Facilities District No. 88-1 of the Capistrano Unified School District Series 1996 Special Tax Refunding Bonds (Series 1996 Bonds) outstanding, which are scheduled to mature on September 1, 2014.

Approval of Resolution No. 1415-09 memorializes the Board’s intent to execute a Notice of Cancellation of Special Tax Lien on non-delinquent parcels within CFD No. 94-1 upon the scheduled maturity of the currently outstanding CFD No. 88-1 Series 1996 Special Tax Refunding Bonds (Series 1996 Bonds) on September 1, 2014. Upon the Board’s receipt of documentation evidencing the full and final payment of the principal of and interest on the Series 1996 Bonds, the Board shall direct the execution and recording of a Notice of Cancellation of Special Tax Lien for non-delinquent parcels subject to the special tax lien within CFD No. 94-1.

CUSD Strategic Plan Pillar 5: Effective Operations

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

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1415-09, Resolution of The 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), Memorializing the Intent to Execute Notice of Cancellation of Special Tax Lien Upon the Scheduled Maturity of Community Facilities District No. 88-1 of the Capistrano Unified School District Series 1996 Special Tax Refunding Bonds.

Motion by _____

Seconded by _____

ROLL CALL:

Trustee Addonizio _____

Trustee Hatton-Hodson _____

Trustee Bryson _____

Trustee Pritchard _____

Trustee Hanacek _____

Trustee Reardon _____

Trustee Alpay _____

3. **RESOLUTION NO. 1415-06, RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2014-2015:**

DISCUSSION/
ACTION
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EXHIBIT 3

The Board of Trustees (Board) of the Capistrano Unified School District (District), acting as the Legislative Body of Community Facilities District (CFD) No. 90-2 of the District (Talega) will be provided with information summarizing two options available for levying the annual special taxes pursuant to the Amended Rate and Method of Apportionment of Special Taxes of CFD No. 90-2 (Amended RMA). On April 23, 2014, the Board, acting as the Legislative Body of CFD No. 90-2 of the District (Talega) approved Resolution No. 1314-41, as amended, declaring the intent to levy special taxes at a proportionally reduced rate beginning in Fiscal Year 2014-2015. The Board, acting as the Legislative Body of CFD No. 90-2, received information from the District's Financial Advisor, Government Financial Strategies, Incorporated, recommending that the proportionally reduced levy of special taxes be levied to achieve a similar debt service coverage, after all applicable expenses, of the outstanding CFD No. 90-2 Series 2006 Special Tax Refunding Bonds (2006 Refunding Bonds) to the debt service coverage at the time the 2006 Refunding Bonds were issued in Fiscal Year 2006-2007. The Board, acting as the Legislative Body of CFD No. 90-2, is also presented with information regarding the authorized facilities expenditure of special taxes collected and administered pursuant to the Bond Indenture, dated June 1, 2006, by and between CFD No. 90-2 and U.S. Bank National Association, as fiscal agent, and other applicable law.

Approval of Resolution No. 1415-06 authorizes the levy of Special Taxes in CFD No. 90-2 (Talega) for Fiscal Year 2014-2015 at rates set forth in Capistrano Unified School District CFD No. 90-2 Administration Report Fiscal Year 2014-2015 (Administration Report), prepared by the District's Special Tax Consultant, David Taussig & Associates (DTA), and as directed by the Board, acting as the Legislative Body of CFD No. 90-2. In order to secure the tax roll for CFD No. 90-2 in Fiscal Year 2014-2015, the District must notify the County of Orange Auditor-Controller no later than August 20, 2014, or other duly authorized date, with a certified copy of Resolution No. 1415-06, along with a copy of the annual levy of Special Taxes for Fiscal Year 2014-2015. DTA 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

Staff Recommendation

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

Following discussion, in adopting Resolution No. 1415-06, Resolution of Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Authorizing the Levy of Special Taxes in Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) For Fiscal Year 2014-2015, the Board will designate the amount set forth in the David Taussig & Associates Annual Report designated in Section 4 thereof.

Motion by _____ Seconded by _____
 ROLL CALL:
 Trustee Addonizio _____ Trustee Hatton-Hodson _____
 Trustee Bryson _____ Trustee Pritchard _____
 Trustee Hanacek _____ Trustee Reardon _____
 Trustee Alpay _____

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

DISCUSSION/
 ACTION
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EXHIBIT 4

As changes occur in Education Code or precedent-setting lawsuits, it becomes necessary to update policies. Revised Board Policy 9270, *Conflict of Interest*, is to provide the District, the Board, employees, and consultants with up-to-date information to ensure the District meets legal provisions surrounding existing or potential conflicts of interest. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Policy 9270, *Conflict of Interest*.

Motion by _____ Seconded by _____

5. FIRST READING – REVISIONS TO BOARD BYLAW 9322, AGENDA/MEETING MATERIALS:

INFORMATION/
 DISCUSSION
 Page
EXHIBIT 5

At the December 10, 2012, Board meeting, Trustees approved changing regular Board meetings to the second and fourth Wednesday of each month. The proposed revisions to Board Bylaw 9322, *Agenda/Meeting Materials*, reflect the changes. Changes are underlined; deletions are struck through. This is an information item only and no Board action is necessary.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

It is recommended the Board President recognize Kirsten Vital, Superintendent, to present the revisions to Board Bylaw 9322, *Agenda/Meeting Materials*.

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

6. SCHOOL BOARD MINUTES:

Approval of the minutes of the July 23, 2014, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

Page
EXHIBIT 6

CURRICULUM & INSTRUCTION

7. **PROPOSED SCHOOL START AND DISMISSAL TIMES FOR THE 2014-2015 SCHOOL YEAR:** Page
EXHIBIT 7
Approval of the start and dismissal times for the 2014-2015 school year. Per Board Policy 6111, this item seeks approval of the start and dismissal times for each school site for the 2014-2015 school year. There is no financial impact.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary
Michelle Le Patner, Assistant Superintendent, Education Services, Secondary
8. **ORANGE COUNTY DEPARTMENT OF EDUCATION CALIFORNIA MATHEMATICS AND SCIENCE PARTNERSHIP GRANT:** Page
EXHIBIT 8
Approval of the Orange County Department of Education (OCDE) California Mathematics and Science Partnership Grant. The District is participating in the California Math and Science Partnership (CaMSP) Grant in collaboration with OCDE. The grant is dedicated to increasing the academic achievement of students in mathematics and science by enhancing the content knowledge and teaching skills for classroom teachers, through professional learning activities. This item seeks approval of the CaMSP Service Agreement, which outlines the grant requirements and funding processes.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary
9. **MEMORANDUM OF UNDERSTANDING, CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS:** Page
EXHIBIT 9
Approval of the Memorandum of Understanding (MOU) with the California Partnership for Achieving Student Success (Cal-PASS Plus) for the 2014-2015 school year. Cal-PASS Plus, part of the California Career Partnership Trust Grant, was created through leadership and funding by the California Community College Chancellor's Office, collects, analyzes, and shares student data in order to track performance and improve success from elementary school through university. Cal-PASS Plus provides data to help improve student success along the education-to-workforce pipeline. Collaboration using this data supports better instruction, helps to close achievement gaps, identifies scalable best practices, and improves transitions. Cal-PASS Plus offers longitudinal data charts, detailed analysis of Pre-K through 16 transitions and workplace outcomes, information and artifacts on success factors, and comparisons among like universities, colleges, K-12 school systems, and schools. Cal-PASS Plus will coordinate the process of consortium member educational institutions sharing academic performance data concerning students who have attended, or who are attending their institutions by facilitating the transfer of data from the member educational institutions, ensuring the confidentiality of records and their consistency with the Family Education Rights and Privacy Act guidelines, and providing technical assistance to member educational institutions.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary
10. **STUDENT TEACHING AGREEMENT – PEPPERDINE UNIVERSITY:** Page
EXHIBIT 10
Approval of student teaching agreement with Pepperdine University. During the school year, master teachers are selected to work with student teachers to fulfill the requirements for student teaching at various institutes of higher education. Student teaching is the fieldwork experience necessary to earn a teaching credential.
CUSD Strategic Plan Pillar 1: Community Relations
Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary

BUSINESS & SUPPORT SERVICES

- 11. PURCHASE ORDERS, COMMERCIAL WARRANTS, AND PREVIOUSLY BOARD-APPROVED BIDS AND CONTRACTS:** Page
EXHIBIT 11
- 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 \$32,336,298.86 and the commercial warrants total \$17,636,433.78. Attachment 3 is a list of previously Board-approved bids and contracts to assist in the review of the purchase order and commercial warrant listings. Attachment 4 is a list of previously Board approved by vendor warrants exceeding \$250,000.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 12. INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE, AND MASTER CONTRACT AGREEMENTS:** Page
EXHIBIT 12
- Approval of the District standardized Independent Contractor, Professional Services, Master Contract, and Field Service Agreements. Due to state budget cuts to schools over the last several years, staff requests contractors to reduce their fees for services by ten percent. The expenditures related to the listed agreements were previously authorized as part of the District’s budget approval process. The exhibit shows one new agreement totaling \$10,000, ten new agreement ratifications totaling \$463,034.05, five extensions to existing agreements totaling \$31,400, one extension ratification to an existing agreements totaling \$3,600, and five amendment ratifications to existing agreements totaling \$21,556.60. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District’s Board Agendas and Supporting Documentation page.
- CUSD Strategic Plan Pillar 2: Safe and Healthy Schools*
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 13. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENTS:**
- Approval of special education Informal Dispute Resolution Agreement Case #070314 and Case #070814. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$82,863, funded by special education funds.
- CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations
- 14. SPECIAL EDUCATION INFORMAL DISPUTE RESOLUTION AGREEMENTS:**
- Approval of the ratification of special education Informal Dispute Resolution Agreement Case #056414 and Case #066514. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. Expenditures under these Agreements are limited to \$13,520, funded by special education funds.
- CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations
- 15. SPECIAL EDUCATION SETTLEMENT AGREEMENT:**
- Approval of special education Settlement Agreement Case #2014030602. Due to the confidential nature of the Agreement, supporting information is provided to Trustees under separate cover. Expenditures under this Agreement are limited to \$32,500, funded by special education funds.
- CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

16. **RESOLUTION NO. 1314-02, SIGNATURE AUTHORIZATION:** Page
EXHIBIT 16
 Approval of Resolution No. 1314-02 to establish updated signature authorizations. The Orange County Department of Education requires the Board of Trustees to establish the names of administrators authorized to sign payroll notices of employment/changes of status, timesheets, vendor orders for payment, and warrant registers. This Resolution authorizes Kirsten M. Vital, Superintendent; Clark D. Hampton, Deputy Superintendent, Business and Support Services; Jodee E. Brentlinger, Assistant Superintendent, Personnel Services; Philippa K. Geiger, Executive Director, Fiscal Services; Dana A. Erickson, Manager, Fiscal Accounting; Matthew L. Krause, Manager, Fiscal Services; and Elizabeth A. Bley, Manager, Payroll as the District administrators authorized to sign these documents. The Resolution also states a signature stamp is authorized for Kirsten M. Vital, Clark D. Hampton, and Philippa K. Geiger, and only one signature or signature stamp shall be required by the Board of Trustees for processing these documents. There are no financial implications related to adoption of this resolution.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
17. **RESOLUTION NO. 1415-03, AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 87-1:** Page
EXHIBIT 17
 Approval of Resolution No. 1415-03 authorizes the levy of Special Tax in Community Facilities District (CFD) No. 87-1 (Mission Viejo/Aliso Viejo) for Fiscal Year 2014-2015. In order to secure the tax roll for CFD No. 87-1 in Fiscal Year 2014-2015, the District must notify the County of Orange Auditor-Controller no later than August 20, 2014, or other duly authorized date, with a certified copy of Resolution No. 1415-03, along with a copy of the annual levy of special taxes for Fiscal Year 2014-2015. 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
18. **RESOLUTION NO. 1415-05, AUTHORIZING THE LEVY OF A SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 90-1:** Page
EXHIBIT 18
 Approval of Resolution No. 1415-05 affirms, ratifies, and authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 90-1 (Coto de Caza), for Fiscal Year 2014-2015. 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
19. **RESOLUTION NO. 1415-07, AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-2:** Page
EXHIBIT 19
 Approval of Resolution No. 1415-07 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 90-2 1A No. 2002-1 (Talega) for Fiscal Year 2014-2015. In order to secure the tax roll for 1A No. 2002-1 of CFD No. 90-2 in Fiscal Year 2014-2015, the District must notify the County of Orange Auditor-Controller no later than August 20, 2014, or other duly authorized date, with a certified copy of Resolution No. 1415-07, along with a copy of the annual levy of Special Taxes for Fiscal Year 2014-2015. 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

20. **RESOLUTION NO. 1415-08, AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 92-1:** Page
EXHIBIT 20
Approval of Resolution No. 1415-08 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 92-1 (Las Flores) for Fiscal Year 2014-2015. In order to secure the tax roll for CFD No. 92-1 in Fiscal Year 2014-2015, the District must notify the County of Orange Auditor/Controller no later than August 20, 2014, or other duly authorized date, with a certified copy of Resolution No. 1415-08, along with a copy of the annual levy of Special Taxes for Fiscal Year 2014-2015. 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. 1415-10, AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-1A:** Page
EXHIBIT 21
Approval of Resolution No. 1415-10 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 98-1A (Pacifica San Juan) for Fiscal Year 2014-2015. Such Special Taxes were levied, in prior fiscal years, on a partial basis. It is proposed that for Fiscal Year 2014-2015 the Special Taxes be levied on a partial basis at less than the Assigned Special Tax for CFD No. 98-1A. As in prior fiscal years, this is not a precedent for future fiscal years. In order to secure the tax roll for CFD No. 98-1A in Fiscal Year 2014-2015, the District must notify the County of Orange Auditor-Controller no later than August 20, 2014, or other duly authorized date, with a certified copy of Resolution No. 1415-10, along with a copy of the annual levy of Special Taxes for Fiscal Year 2014-2015. The District's Special Tax Consultant, David Taussig & Associates, will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
22. **RESOLUTION NO. 1415-11, AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-2:** Page
EXHIBIT 22
Approval of Resolution No. 1415-11 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 98-2 (Ladera) for Fiscal Year 2014-2015. In order to secure the tax roll for CFD No. 98-2 in Fiscal Year 2014-2015, the District must notify the County of Orange Auditor-Controller no later than August 20, 2014, or other duly authorized date, with a certified copy of Resolution No. 1415-11, along with a copy of the annual levy of Special Taxes for Fiscal Year 2014-2015. The District's Special Tax Consultant, David Taussig & Associates, will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
23. **RESOLUTION NO. 1415-12, AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2004-1:** Page
EXHIBIT 23
Approval of Resolution No. 1415-12 authorizes the levy of Special Taxes in Community Facilities District (CFD) No. 2004-1 (Rancho Madrina) for Fiscal Year 2014-2015. In order to secure the tax roll for CFD No. 2004-1 in Fiscal Year 2014-2015, the District must notify the County of Orange Auditor-Controller no later than August 20, 2014, or other duly authorized date, with a certified copy of Resolution No. 1415-12, along with a copy of the annual levy of Special Taxes for Fiscal Year 2014-2015. The District's Special Tax Consultant, David Taussig & Associates, will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

24. **RESOLUTION NO. 1415-13, AUTHORIZING LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2005-1:** Page
EXHIBIT 24
 Approval of Resolution No. 1415-13 authorizing the levy of Special Taxes in Community Facilities District (CFD) No. 2005-1 (Whispering Hills) for Fiscal Year 2014-2015. In order to secure the tax roll for CFD No. 2005-1 in Fiscal Year 2014-2015, the District must notify the County of Orange Auditor-Controller no later than August 20, 2014, or other duly authorized date, with a certified copy of Resolution No. 1415-13, along with a copy of the annual levy of Special Taxes for Fiscal Year 2014-2015. The District's Special Tax Consultant, David Taussig & Associates, will deliver the required documents on the District's behalf to the County of Orange.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
25. **REVISED AGREEMENT TO MODIFY RESTRICTIONS ON THE PROPERTY LOCATED AT 2C LIBERTY IN THE CITY OF ALISO VIEJO BETWEEN THE CAPISTRANO UNIFIED SCHOOL DISTRICT AND SHEA HOMES LIMITED PARTNERSHIP:** Page
EXHIBIT 25
 Approval of the ratification of revisions to the Agreement to Modify Restrictions on the property located at 2C Liberty in the City of Aliso Viejo between the Capistrano Unified School District and Shea Homes Limited Partnership. At the July 9, 2014, Board meeting Trustees approved an Agreement with Shea Homes relative to the modification of certain restrictions on the property. Subsequent to that approval, the buyer of the property requested revisions to the Agreement regarding the right of first refusal language.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
26. **MEMORANDUM OF UNDERSTANDING WITH THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS:** Page
EXHIBIT 26
 Approval of the Memorandum of Understanding with the Orange County Superintendent of Schools will allow Orange County Department of Education (OCDE) to provide special education programs and services for eligible District students from July 1, 2014, through June, 30, 2015. 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 85 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 \$44,612. Based on current enrollment, the estimated District cost for students attending OCDE classes for the 2014-2015 school year is approximately \$3,792,000. The estimated District cost for transportation provided by OCDE is approximately \$500,000. The estimated District cost for required special circumstance aides in classrooms or on buses is approximately \$900,000. Annual expenditures under this Agreement are paid by special education funds.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Sara Jocham, Assistant Superintendent, SELPA and Special Education Operations

27. **MEMORANDUM OF UNDERSTANDING WITH IRVINE UNIFIED SCHOOL DISTRICT:** Page
EXHIBIT 27
- Approval of the Memorandum of Understanding with Irvine Unified School District (IUSD) for the purposes of implementing the California Promise (CaPROMISE) Initiative. The Agreement provides funding to ten collaborating Orange County school districts, coordinated by IUSD's Career Link department. Specifically, the CaPROMISE Initiative will provide Career Services Coordinators responsible for assisting with the development of an Individualized Career Action Plan. This will address specific goals for education, employment, benefits planning and management, and the use of technology to support positive life outcomes for special education students' ages 14-16 years old who are receiving supplemental security income benefits. The District is not required to provide additional services over and above what is already provided through the Initiative. These services are conducted collaboratively between the District and IUSD.
- CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
28. **LIMITED USE LICENSE AGREEMENT WITH RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION FOR USE OF TIJERAS CREEK PARK:** Page
EXHIBIT 28
- Approval of the renewal of the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Tijeras Creek Park. Tijeras Creek Elementary School is located adjacent to Tijeras Creek Park in the City of Rancho Santa Margarita. The park is maintained by SAMLARC, a non-profit homeowners association. Since the school opened in 2000, students from Tijeras Creek Elementary School have been using the adjacent park for various activities, operating under a limited use license agreement. The additional space benefits the students with greater recreational and physical education opportunities. The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. Terms of the agreement include a defined amount of student use of the park for the upcoming school year for a fee of \$8,900, paid out of the general fund. SAMLARC will be responsible for all ongoing maintenance of the park. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsel.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
29. **LIMITED USE LICENSE AGREEMENT WITH RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION FOR THE USE OF ARROYO VISTA PARK:** Page
EXHIBIT 29
- Approval of the renewal of the Limited Use License Agreement with Rancho Santa Margarita Landscape and Recreation Corporation (SAMLARC) for student use of Arroyo Vista Park. Arroyo Vista School is located adjacent to Arroyo Vista Park in the City of Rancho Santa Margarita. The park is maintained by SAMLARC, a non-profit homeowners association. Since the school opened in 1992, students from Arroyo Vista School have been using the adjacent park for various activities, operating under a limited use license agreement. The additional space provides the students with greater recreational and physical education opportunities. The Limited Use License Agreement was developed to provide general provisions defining each agency's responsibilities. Terms of the agreement include a defined amount of student use of the park for the current school year for a fee of \$5,000, paid out of the general fund. SAMLARC will be responsible for all ongoing maintenance of the park. The original Limited Use License Agreement was reviewed and approved by District and SAMLARC legal counsel.
- CUSD Strategic Plan Pillar 5: Effective Operations*
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

- 30. GOVERNMENT CLAIM NO. 14-17279 DP:**
Denial of Government Claim No. 14-17279 DP. This item pertains to a claim filed against the District by Attorney Jamon R. Hicks, ESQ., Douglas/Hicks Law, APLC, on behalf of Scharrell T. Jackson as Guardian Ad Litem of a minor student. This claim is based upon alleged conduct of racial discrimination/harassment involving an Oxford Preparatory Academy teacher and an Oxford Preparatory Academy student. Denial of this claim does not have any financial implications on the general fund and establishes procedural timelines.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
- 31. ZONAR HARDWARE PURCHASE AND DATA SERVICES AGREEMENT, RFP NO. 1-1415 GLOBAL POSITIONING SYSTEM:**
Ratification of the Zonar Hardware Purchase and Data Services Agreement for the purchase of global positioning systems (GPS) and related software services for the District bus fleet pursuant to RFP No. 1-1415 Global Positioning System. The contractor will provide equipment and services at the rates set forth in the Agreement. The initial purchase to equip 105 vehicles with GPS under this contract is \$103,351.43. Zonar has reduced the cost by offering a grant of \$50,000 towards the purchase of hardware. ASCIP is also offering a grant of \$60,000 to offset costs of implementing a GPS pilot project. Ongoing annual software renewal fees are \$37,787.40, funded by the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 32. ENROLLMENT SUPPORT AGREEMENT – AMERICAN FIDELITY ASSURANCE COMPANY:**
Ratification of an Enrollment Support Agreement with American Fidelity Assurance Company to provide an online enrollment program at no charge for benefits-eligible employees. On October 9, 2013, the Board approved a similar Agreement with American Fidelity Assurance Company to provide this online enrollment program. The new Agreement adds additional company and client obligations, and approved enrollment processes related to QSS software updates and enhancements. American Fidelity representatives will meet with eligible employees and enroll them in medical, dental, and vision benefits. As American Fidelity representatives meet with employees, they will also offer enrollment in other programs provided by American Fidelity. The term of this Enrollment Support Agreement is for one year effective July 10, 2014. The contract renews annually unless terminated by either party, for a total contract period not-to-exceed three years.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
- 33. AMENDMENT TO AGREEMENT BID NO. 1112-15, REFURBISHED COMPUTER EQUIPMENT WITH INSIGHT SYSTEMS EXCHANGE:**
Approval of the Amendment to Agreement Bid No. 1112-15 for the purchase of refurbished computer equipment with Insight Systems Exchange, adding replacement models to the current price list. The contract allows for product changes in the event of an upgrade or system supply shortage. The product shall be deemed acceptable only if it meets or exceeds original specifications, is provided at the same or lesser price of the original item, and the District approves the replacement. If the upgrade provides additional or enhanced functionality, the price of the new item must be mutually accepted by the District and the vendor. Estimated annual expenditures utilizing this contract are \$500,000, funded by site funds, gift funds, grants, and the general fund.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

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EXHIBIT 31

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EXHIBIT 32

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EXHIBIT 33

34. AWARD BID NO. 1415-11, PIZZA SERVICE TO PEOPLE FIRST PIZZA, INCORPORATED, DBA DOMINO'S PIZZA, INCORPORATED:

Approval of the award of Bid No. 1415-11, Pizza Service to People First Pizza, Incorporated, DBA Domino's Pizza, Incorporated. Two bids were received and opened on July 8, 2014. Both vendors submitted identical bids. This bid is awarded on an all-or-nothing basis to the single lowest responsive, responsible bidder meeting all the terms and specifications. Award is based on price, product specification, quality of samples provided, sample taste testing, and evaluation. An evaluation committee rated the sample pizzas provided by each vendor on appearance, flavor, quality during hot holding, and smell. People First Pizza, Incorporated, DBA Domino's Pizza met all the requirements, and in addition, their product specifications are lower in sodium and fat, an important factor in menu analysis. Staff is recommending award to People First Pizza, Incorporated, DBA Domino's Pizza, Incorporated, for pizza service as needed by the District. The term of this base contract is for one year beginning August 25, 2014, through August 24, 2015. The contract may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not-to-exceed two additional one-year periods. Annual expenditures under this contract shall not exceed \$378,000, funded by Food and Nutrition Services. This amount may be increased by mutual written agreement of both parties. The evaluation criteria and rating sheets are available in the Purchasing Department for review. For more information, please contact Terry Fluent, Director, Purchasing, at (949) 234-9436.

CUSD Strategic Plan Pillar 5: Effective Operations

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

35. ADVERTISE BID NO. 1415-13, CONCRETE REPAIRS AND MAINTENANCE:

Approval to advertise Bid No. 1415-13 for concrete repairs and maintenance as needed by the District. The formal bid process allows the District to secure the lowest possible prices and enter into an annual contract with a vendor that meets all of the legal requirements. This bid provides all labor, materials, and equipment required for concrete work. Annual expenditures utilizing this contract are not-to-exceed \$250,000, funded by deferred maintenance, routine restricted maintenance, and modernization funds. Due to the size of the bid package, the documents will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 5: Effective Operations

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

PERSONNEL SERVICES

36. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CLASSIFIED EMPLOYEES:

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

37. RESIGNATIONS/RETIREMENTS/EMPLOYMENT – CERTIFICATED EMPLOYEES:

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

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

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.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 13, 2014

RESOLUTION NO. 1415-04

RESOLUTION OF THE 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), MEMORIALIZING THE INTENT TO EXECUTE NOTICE OF CANCELLATION OF NOTICE OF SPECIAL TAX LIEN UPON THE SCHEDULED MATURITY OF COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO SANTA MARGARITA) SERIES 1996 SPECIAL TAX REFUNDING BONDS

BACKGROUND INFORMATION

Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita) (CFD No. 88-1) was formed pursuant to the Government Code Sections 53311, *et seq.*, commonly known as the Mello-Roos Community Facilities Act of 1982, as amended. Pursuant to Resolution Nos. 88-29 and 88-30 and Ordinance No. 88-1-1 (Ordinance), CFD No. 88-1 is authorized to levy special taxes for the purposes and at the rates and method of apportionment (Rate and Method) as described therein.

CFD No. 88-1 issued the \$12,755,000 Series 1996 Special Tax Refunding Bonds (1996 Bonds) that refunded the Series 1989 Special Tax Bonds in the amount of \$12,500,000. The 1996 Bonds are scheduled to fully mature with the final payment of principal of and interest on September 1, 2014. With the receipt of documentation evidencing the final payment of the 1996 Bonds, the Board intends to authorize the execution of a Notice of Cancellation of Special Tax Lien for all non-delinquent parcels subject to the Special Tax Lien.

CURRENT CONSIDERATIONS

At the time of this proposed Resolution No. 1415-04, the Board of Trustees will review and consider memorializing its intent to authorize a Notice of Cancellation of Special Tax Lien on non-delinquent parcels subject to the Special Tax Lien within CFD No. 88-1 upon the full and final scheduled maturation of the 1996 Bonds.

FINANCIAL IMPLICATIONS

Adoption of Resolution No. 1415-04 will have no direct impact on the District's General Fund.

Resolution No. 1415-04

August 13, 2014

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STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1415-04, Resolution of The 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), Memorializing the Intent to Execute Notice of Cancellation of Special Tax Lien Upon the Scheduled Maturity of Community Facilities District No. 88-1 of the Capistrano Unified School District (Rancho Santa Margarita) Series 1996 Special Tax Refunding Bonds.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-04

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO SANTA MARGARITA), MEMORIALIZING THE INTENT TO EXECUTE NOTICE OF CANCELLATION OF SPECIAL TAX LIEN UPON THE SCHEDULED MATURITY OF COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO SANTA MARGARITA) SERIES 1996 SPECIAL TAX REFUNDING BONDS

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, the Series 1996 Bonds are scheduled to reach full maturation on September 1, 2014; and

WHEREAS, it is anticipated that on the scheduled maturation of the Series 1996 Bonds on September 1, 2014, the full and final payment of principal of and interest on the Series 1996 Bonds will be made from special taxes collected from Fiscal Year 2013-2014 and therefore the Board presently anticipates that there shall not be an annual special tax levy for Fiscal Year 2014-2015; and

WHEREAS, upon the full payment and retirement of the Series 1996 Bonds on September 1, 2014, this Board anticipates that the special taxes for CFD No. 88-1 will conclude with a recordation of Notice of Cancellation of Special Tax for all non-delinquent parcels subject to the special tax levy.

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:

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. 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 4. 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 5. 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.

Section 6. Upon receipt of documentation evidencing that the Series 1996 will no longer be Outstanding, as defined in the Bond Indenture between CFD No. 88-1 and First Trust of California, National Association, as initial Fiscal Agent, dated as of May 1, 1996, when the final scheduled payment of the principal of and interest on the currently remaining Series 1996 Bonds occurs on September 1, 2014, the Board anticipates directing the execution of a Notice of Cancellation of Special Tax Lien for non-delinquent parcels subject to the special tax lien within CFD No. 88-1.

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ADOPTED, SIGNED, AND APPROVED this 13th day of August, 2014.

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: _____
John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 88-1, at a meeting of the Board of Trustees held on the 13th day of August, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 88-1, at a regular meeting of said Board held on the 13th day of August, 2014.

Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 13, 2014

RESOLUTION NO. 1415-09

RESOLUTION OF THE 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), MEMORIALIZING THE INTENT TO EXECUTE NOTICE OF CANCELLATION OF NOTICE OF SPECIAL TAX LIEN UPON THE SCHEDULED MATURITY OF COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT SERIES 1996 SPECIAL TAX REFUNDING BONDS

BACKGROUND INFORMATION

Community Facilities District No. 94-1 of the Capistrano Unified School District (CFD No. 94-1) was formed pursuant to the Government Code Sections 53311, *et seq.*, commonly known as the Mello-Roos Community Facilities Act of 1982, as amended. Pursuant to Resolution Nos. 94-64 and 94-95 and Ordinance No. 94-1-1 (Ordinance), CFD No. 94-1 is authorized to levy special taxes for the purposes and at the rates and method of apportionment (Rate and Method) as described therein.

Resolution No. 94-64 states that the earlier of Fiscal Year 2030-31 or the date that all bonds of Community Facilities District No. 88-1 of the Capistrano Unified School District (CFD No. 88-1) are retired is the last Fiscal Year in which the special tax may be levied in CFD No. 94-1.

CFD No. 88-1 issued the \$12,755,000 Series 1996 Special Tax Refunding Bonds (1996 Bonds) that refunded the previously issued Series 1989 Special Tax Bonds in the amount of \$12,500,000. The 1996 Bonds are scheduled to fully mature with the final payment of principal of and interest on September 1, 2014. With the receipt of documentation evidencing the final payment of the 1996 Bonds, the Board will authorize the execution of a Notice of Cancellation of Special Tax Lien for all non-delinquent parcels subject to the Special Tax Lien for CFD No. 94-1.

CURRENT CONSIDERATIONS

At the time of this proposed Resolution No. 1415-09, the Board of Trustees will review and consider memorializing its intent to authorize a Notice of Cancellation of Special Tax Lien on non-delinquent parcels subject to the Special Tax Lien within CFD No. 94-1 upon the full and final scheduled maturation of the 1996 Bonds of CFD No. 88-1.

FINANCIAL IMPLICATIONS

Adoption of Resolution No. 1415-09 will have no direct impact on the District's General Fund.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1415-09, Resolution of The 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), Memorializing the Intent to Execute Notice of Cancellation of Special Tax Lien Upon the Scheduled Maturity of Community Facilities District No. 88-1 of the Capistrano Unified School District Series 1996 Special Tax Refunding Bonds.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-09

**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), MEMORIALIZING THE INTENT TO EXECUTE NOTICE OF
CANCELLATION OF SPECIAL TAX LIEN UPON THE SCHEDULED MATURITY OF
COMMUNITY FACILITIES DISTRICT NO. 88-1 OF THE CAPISTRANO UNIFIED
SCHOOL DISTRICT SERIES 1996 SPECIAL TAX REFUNDING BONDS**

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 t

o 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, pursuant to Resolution No. 94-64, the earlier of Fiscal Year 2030-2031 or the date that all bonds of CFD No. 88-1 are retired is the last Fiscal Year in which the Special Tax for CFD No. 94-1 may be levied; 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, upon the scheduled maturation of the Series 1996 Bonds on September 1, 2014, this Board presently anticipates that the levy, collection and pursuit of delinquent Special Taxes, in any, will conclude with a recordation of Notice of Cancellation of Special Tax for all non-delinquent parcels subject to the Special Tax lien.

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. 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 4. Upon receipt of documentation evidencing that the Series 1996 will no longer be Outstanding, as defined in the Bond Indenture between CFD No. 88-1 and First Trust of California, National Association, as initial Fiscal Agent, dated as of May 1, 1996, when the final scheduled payment of the principal of and interest on the currently remaining Series 1996 Bonds occurs on September 1, 2014, the Board anticipates directing the execution of a Notice of Cancellation of Special Tax Lien for non-delinquent parcels subject to the special tax lien within CFD No. 94-1.

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.

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 2014-2015 on or before August 20, 2013, 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.

[remainder of page intentionally left blank]

ADOPTED, SIGNED, AND APPROVED this 13th day of August, 2014.

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: _____
John M. Alpay, President of the Board of Trustees
of the Capistrano Unified School District

By: _____
Dr. Gary Pritchard, Clerk of the Board of Trustees
of the Capistrano Unified School District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 94-1, at a meeting of the Board of Trustees held on the 13th day of August, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 94-1, at a regular meeting of said Board held on the 13th day of August, 2014.

Dr. Gary Pritchard, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 13, 2014

RESOLUTION NO. 1415-06

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2014-2015

BACKGROUND INFORMATION

Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) (CFD No. 90-2) was formed pursuant to the Government Code Sections 53311, *et seq.*, commonly known as the Mello-Roos Community Facilities Act of 1982. CFD No. 90-2 is authorized pursuant to Resolution No. 9899-112 and Ordinance No. 90-2-1 (Ordinance) to levy special taxes for the purposes and at the rates described therein.

On April 23, 2014, the Board of Trustees (Board) of the Capistrano Unified School District (District) adopted Resolution 1314-41, as amended, declaring the intent to proportionally levy the annual special taxes at rates below the Maximum Special Tax provided in the Amended Rate and Method of Apportionment of Special Taxes of CFD No. 90-2, beginning in Fiscal Year 2014-2015. The Board received information from the District's Financial Advisor, Government Financial Strategies, Inc., recommending that the levied annual special taxes be levied at rates sufficient to maintain similar debt service coverage as that obtained when the outstanding CFD No. 90-2 Series 2006 Special Tax Refunding Bonds (2006 Refunding Bonds) were issued in Fiscal Year 2006-2007, consistent with the Bond Indenture, dated June 1, 2006 by and between CFD No. 90-2 and U.S. Bank National Association, as fiscal agent, and other applicable law. The Board has also been presented with information related to the authorized facilities expenditure of special taxes collected and administered by the fiscal agent.

The District's Special Tax Consultant, David Taussig & Associates (DTA), has provided the Board with the Capistrano Unified School District Community Facilities District No. 90-2 Administration Report Fiscal Year 2014-2015, which sets forth the rates for the special tax levy for Fiscal Year 2014-2015 consistent with the rates in the Ordinance and the terms of Resolution No. 1314-41, as amended.

CURRENT CONSIDERATIONS

At the time of this proposed Resolution No. 1415-06, the Board of Trustees will review and consider adopting the special tax levy for non-exempt property in CFD No. 90-2 for fiscal year 2014-2015.

FINANCIAL IMPLICATIONS

Adoption of Resolution No. 1415-06 will have no direct impact on the District's General Fund.

STAFF RECOMMENDATION

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

Following discussion, it is recommended the Board of Trustees adopt Resolution No. 1415-06, Resolution of the Board of Trustees of the Capistrano Unified School District, Acting as the Legislative Body of Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega), Authorizing the Levy of Special Taxes in Community Facilities District No. 90-2 of the Capistrano Unified School District (Talega) for Fiscal Year 2014-2015.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-06

RESOLUTION OF BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2014-2015

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

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

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

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

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

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 2014-2015, for the purpose specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

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

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the 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 2014-2015 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA), entitled, Capistrano Unified School District Community Facilities District No. 90-2 Administration Report Fiscal Year 2014-2015 (DTA 2014-2015 Administration Report) submitted herewith. The DTA 2014-2015 Administration Report for CFD No. 90-2 is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2014-2015 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 90-2, in the adoption of this

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

Section 4. The Board, acting as the Legislative Body of CFD No. 90-2, hereby approves and adopts a budget for CFD No. 90-2 for Fiscal Year 2014-2015 in the amount of \$_____. Special taxes shall be levied as set forth in the DTA 2014-2015 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 9899-112. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 9899-112.

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

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

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2014-2015 on or before August 20, 2014, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

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ADOPTED, SIGNED, AND APPROVED this 13th day of August, 2014.

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: _____
John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 90-2, at a meeting of the Board of Trustees held on the 13th day of August, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 90-2, at a regular meeting of said Board held on the 13th day of August, 2014.

Dr. Gary Pritchard, Clerk of the Board of Trustees
of the Capistrano Unified School District

CONFLICT OF INTEREST

Actions on Contracts

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

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

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

CONFLICT OF INTEREST

Remote Interests

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

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

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

CONFLICT OF INTEREST

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

CONFLICT OF INTEREST

- 11. That of a person owning less than ~~3~~ three percent of the shares of a contracting party that is a for-profit corporation.
- o. That of a party to litigation involving the body or board of which the officer is a member in connection with an agreement in which all of the following apply: (i) the agreement is entered into as part of a settlement of litigation in which the body or board is represented by legal counsel; (ii) after a review of the merits of the agreement and other relevant facts and circumstances, a court of competent jurisdiction finds that the agreement serves the public interest; (iii) the interested member has recused himself or herself from all participation, direct or indirect, in the making of the agreement on behalf of the body or board.
- p. In limited circumstances, that of a person who is an officer or employee of an investor-owned utility that is regulated by the Public Utilities Commission with respect to a contract between the investor-owned utility and a state, county, district, judicial district, or city body or board of which the person is a member, if the contract requires the investor-owned utility to provide energy efficiency rebates or other type of program to encourage energy efficiency that benefits the public

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

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

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

Non-Interests

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

CONFLICT OF INTEREST

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

CONFLICT OF INTEREST

with which a party to the contract has a relationship of borrower or depositor, debtor, or creditor.

k.

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

l.

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

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

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

Contracts Involving Relatives

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

CONFLICT OF INTEREST

degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code §35107)

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

Rule of Necessity and Legally Required Participation

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

Incompatible Activities

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

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

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

Legal Reference:

EDUCATION CODE

I. *Qualifications for holding office*

GOVERNMENT CODE

1099 Prohibitions applicable to specified officers

1126 Incompatible activities

81000-91015 Political Reform Act of 1974, especially:

82019 Definition of "Designated Employee"

82028 Definition of "Gifts"

82030 Definition of "Income"

CONFLICT OF INTEREST

82033 Definition of "Interest in real property"

82034 Definition of "Investment"

87100-87103.5 Conflicts of interest

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

91000-91015 Enforcement

CODE OF REGULATIONS, TITLE 2

18100 et seq. Regulations of the Fair Political Practices Commission

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

Bylaw

Adopted: February 27, 1995

revised: October 18, 2004

revised: July 11, 2006

revised: June 25, 2007

revised: _____, 2014

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CONFLICT OF INTEREST CODE

Adoption

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

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

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

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

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

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

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

Designated Employees

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

ATTACHMENT A
Designated Positions

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

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

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

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

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

* As designated by the school site principal

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

ATTACHMENT B Disclosure Categories

Category 1

1. An interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interest or option to acquire such interest in all property, if the fair market value of the interest is greater than \$1,0002,000.

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

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

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

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

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

(No investment or interest in real property is reportable unless its fair market value exceeds \$1,0002,000. No source of income is reportable unless the income received by or promised to the public official aggregates \$250-500 in value or \$50 or more in value if the income was a gift, during the ~~preceding 12-month~~ reporting period.)

ATTACHMENT B
Disclosure Categories
(continued)

Category 2

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

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

Category 3

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Revised: September 8, 2004
October 18, 2004
July 11, 2006
June 25, 2007
 , 2014

MEMORANDUM

TO: Honorable Members of the Board of Trustees

CC: Kristen Vital, Superintendent
Jodee Brentlinger, Assistant Superintendent, Personnel Services

FROM: Daniel R. Shinoff, Esq
Christina M. Cameron, Esq.

DATE: July 18, 2014

RE: Capistrano Unified School District
Board Policy 9270 - Conflict of Interest

This memo responds to questions raised by the Capistrano Unified School District (“District”) Board of Trustees (“Board”) at the first reading of amendments to Board Policy (“BP”) 9270 - CONFLICT OF INTEREST. In particular, questions were raised regarding employees providing compensated tutoring and coaching services and the effect of “Remote Interests.”

Analysis

I. Tutoring

Among District staff, teachers and coaches are the most likely to provide academic, music, athletic, and/or cheerleading coaching and tutoring (hereinafter generally referred to as “coaching and tutoring”). Because teachers are not involved in District decision-making at a high enough level, they are generally not required under state law to file statements of economic interests and are therefore not within the scope of BP 9270.

BP 9270 is not intended to prohibit any particular behavior. Instead, it imposes certain disclosure obligations and prohibits participation in District decisions by an official who has a conflict of interest. Other District policies do govern employee behavior.

In particular, BP 4135/4235/4335 – SOLICITING AND SELLING – prohibits compensated coaching and tutoring of District students by District employees stating, “employees shall not solicit students or their families with the intent to sell general merchandise, books, equipment or services” (emphasis added). The intent of the policy is to prohibit solicitation as well as actually selling tutoring and coaching services to students and their families. Minor amendments could be made to emphasize this interpretation.

Board Policy 9270 – Conflict of Interest

Because BP 4135/4235/4335 is applicable to all district employees, it is the preferred method of regulating employees' outside business activities with students and their families.

II. Remote Interests

Trustees expressed concern that section 5 of BP 9270, related to "Remote Interests" was particularly restrictive with the potential to prohibit a Trustee's involvement in his/her own child or grandchild's school.

It is important to note that sections 1 through 5 of BP 9270 paraphrase state law related to matters involving contracts in which an official has an economic interest (Gov. Code § 1090 et seq.) (also known as a "1090 Conflict"). Under the Political Reform Act ("PRA") (Gov. Code § 81000 et seq.) when a Trustee has a conflict of interest, the matter before the Board proceeds so long as the conflicted official recuses from all participation. But if the matter involves a contract, then under section 1090, the mere fact that a Trustee has a conflict means the District cannot enter the contract; even if the conflicted Trustee recuses.

Under section 1090, a financial interest in a contract is defined broadly and includes the following economic relationships: employee, attorney, agent or broker of a contracting party; supplier of services or goods to a contracting party; landlord or tenant of a contracting party; and officer or employee of a nonprofit corporation that is a contracting party.

Under state law some apparent economic interests are of less concern than others. An economic interest deemed to be a "Remote Interest" does not trigger the prohibition against the public entity's entry into the contract as long as the interested official recuses from all participation. For this reason, the "Remote Interests" listed in section 5 of in BP 9270 represent situations in which an official's economic interest in a contract does not preclude the District's entry into the contract. That official must still recuse from the vote

Other apparent economic interests are even less concerning and are deemed to be "Non Interests." An official whose apparent economic interest is a Non-Interest does not have a 1090 Conflict at all. These non-interests are listed in section 6 of BP 9270.

It is important to point out however, that officials are subject to both the 1090 Conflict rules and the PRA. It is possible for an economic interest to be a "Non-Interest" under section 1090 but to cause a disqualifying conflict under the PRA.

Board Policy 9270 – Conflict of Interest

Conclusion

The prohibition against compensated tutoring and coaching of District students is contained in BP 4135/4235/4335 which could be amended to be more explicit at the request of the Board of Trustees. Remote Interests actually represent situations in which the very severe rules related to conflicts in contractual matters are relaxed allowing the District to enter into a contract that would otherwise be prohibited as long as the conflicted member does not participate at any stage of the making of the contract.

cc: Kirsten Vital, Superintendent
Jodee Brentlinger, Assistant Superintendent, Personnel Services

AGENDA/MEETING MATERIALS

Construction of Agenda

The Superintendent, as secretary of the Board of Trustees, shall be responsible to prepare the agenda for all meetings of the Board.

All agendas shall include the meeting time and place and a description of each business item to be transacted or discussed. All agendas shall be posted as required by law. (Government Code §54954.2)

(cf. 9320—Meetings)

When constructing the agenda, the Superintendent will decide whether a request is within the subject matter jurisdiction of the Board and whether the agenda item is appropriate for discussion in open or closed session.

Any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and submitted to the Superintendent with supporting documents and information, if any. The Superintendent shall place the matter on a future regular Board meeting agenda within 45 days of receipt of the request, taking into account orderly conduct of the District's business.

There is no requirement in state law that the Board take action on, or even deliberate about such an item. It must, however, be placed on the agenda and persons requesting to address the Board to a published agenda item will do so in accordance with the provisions set forth in Board Policy 9323, **Meeting Conduct**.

Board members may place any item on the agenda no later than ~~10~~ ten days before the scheduled meeting date. Board members may request that a topic be placed on the agenda which has been recently considered and acted upon by the Board, providing there is new and relevant information on the topic, but only for the purpose of Board members deciding whether or not to reconsider the topic. If the Board decides to reconsider the agenda topic, it shall do so at a future regular Board meeting.

Procedurally, a Board member intending to place an item on a future agenda will announce such an intention during the "Board Communications" portion of the Board meeting. Any Board member may request that staff time be committed to conducting research and/or providing appropriate background material to the Board related to the subject to be considered. A majority vote of the Board will direct that staff provide such background information. Any Board member may also request that the Board seek the Superintendent's recommendation regarding this item. A majority vote of the Board will provide direction to the Superintendent as to whether a recommendation will be forthcoming.

AGENDA/MEETING MATERIALS (continued)

In accordance with the provisions of Board Policy 9323, Meeting Conduct, the Board shall also give members of the public the opportunity to testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. An agenda item for such input shall be included on the agenda of regular Board meetings, but not on the agenda of special meetings or special emergency meeting Board agendas. The Board shall not take action on such matters at the meeting where the testimony is given. (Government Code §54954.3)

(cf. 9323—Meeting Conduct)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Addenda

An addenda to the agenda may be prepared to include any items requiring immediate action by the Board which were not available or were inadvertently omitted for inclusion on the original agenda. Items for the addenda may be submitted to the secretary by any member of the Board or staff members through ~~Monday~~ Tuesday noon prior to the regular Board meeting on ~~Tuesday~~ Wednesday.

(cf. 1120—Governing Board Meetings)

(cf. 1312—1312.5—Complaints Concerning Schools)

(cf. 3320—Claims and Actions Against the District)

(cf. 5144.1—Suspension/Expulsion)

(cf. 9323.1—Order of Business)

(cf. 9323.2—Actions by the Board)

Board Member Preparation

A copy of the agenda shall be forwarded to each Board member at least 72 hours before each regular meeting and special conference session meeting date, together with the Superintendent or designee's report, minutes to be approved, copies of communications, reports from committees, staff, citizens, and others, and other available documents pertinent to the meeting. The Superintendent is responsible for the distribution of Board packets (which include the official agenda and all supporting information) on the ~~Friday~~ Wednesday preceding the ~~Tuesday~~ Wednesday Board meeting.

When special meetings are called, the secretary shall make every effort to get the agenda and support materials to Board members at least 24 hours prior to the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to obtain specific information on agenda items.

AGENDA/MEETING MATERIALS (continued)

Anonymous Letters

It shall be the policy of the Board not to introduce anonymous letters in the agendas for Board meetings.

Legal Reference:

EDUCATION CODE

35144 *Special meetings*

35145 *Public meetings*

35145.5 *Right of public to place matters on agenda*

GOVERNMENT CODE

54954.2 *Agenda posting requirements; board actions*

54954.3 *Agenda item allowing public input*

54956.5 *Emergency meetings*

54957.5 *Public records*

Bylaw

adopted: February 27, 1995

revised: February 12, 1998

revised: March 8, 1999

revised: August 13, 2001

revised: February 9, 2010

revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
JULY 23, 2014
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 6:30 p.m. The Board recessed to closed session to discuss: Student Expulsions; Public Employee Appointment/Employment; Public Employee Discipline/Dismissal/Release; and confer with Legal Counsel regarding Existing Litigation.

The regular meeting of the Board reconvened to open session and was called to order by President Alpay at 7:07 p.m.

The Pledge of Allegiance was led by Interim Superintendent Clark Hampton.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Pritchard, and Reardon

Absent: Trustee Hatton-Hodson

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 Bryson, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to adopt the Board agenda.

Adoption of the Board Agenda

ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Pritchard, and Reardon

NOES: None

ABSENT: Trustee Hatton-Hodson

ABSTAIN: None

President Alpay reported the following action taken during closed session:

President's Report From Closed Session Meeting

Agenda Item #3 A1 – Student Expulsion:

The Board voted 5-1 to continue this item.

AYES: Trustees Addonizio, Alpay, Hanacek, Pritchard, and Reardon

NOES: Trustee Bryson

ABSENT: Trustee Hatton-Hodson

Agenda Item #3 A2 – Student Expulsion:

The Board voted 5-1 to continue this item.

AYES: Trustees Addonizio, Alpay, Hanacek, Pritchard, and Reardon

NOES: Trustee Bryson

ABSENT: Trustee Hatton-Hodson

Agenda Item #3 B1 – Public Employee Appointment/Employment:

The Board voted 6-0 to approve the appointment of Joe McGann, Principal, Arroyo Vista K-8 School.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Pritchard, and Reardon

NOES: None

ABSENT: Trustee Hatton-Hodson

Agenda Item #3 B1 – Public Employee Appointment/Employment:

The Board voted 6-0 to approve the appointment of Ryan Schreiber, High School Activities Director.

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

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

The Board voted 6-0 to approve the settlement agreement, not-to-exceed \$760,000 for educational expenses and attorney’s fees, fully resolving this litigation through August 31, 2017.

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

Agenda Item #3 D – Public Employee Discipline/Dismissal/Release:

No action was taken.

(President Alpay reported the closed session action after the completion of Agenda Item 1)

Trustee Hanacek shared that three San Clemente High School students were in Washington DC participating in a summer leadership and character development academy sponsored by the United States Marine Corp. She also invited everyone to join her Relay for Life team at San Clemente High School on Saturday at 10:00 a.m.

Board and Superintendent Comments

There were no speakers.

Oral Communications

DISCUSSION/ACTION

Deputy Superintendent Clark Hampton stated this item allows the District to temporarily transfer money held in any fund to another fund for cash-flow purposes. These cash transfers will be paid back once the money becomes available from the state.

Temporary Interfund Transfers Agenda Item 1

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve Resolution No. 1415-01, Authorization of Temporary Interfund Transfers.

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

Deputy Superintendent Clark Hampton provided a PowerPoint presentation on the District’s facilities funding. The PowerPoint included the authorized uses for Community Facilities Districts 87-1 Aliso Viejo/Mission Viejo; 88-1 Rancho Santa Margarita; 90-1 Coto de Caza; 90-2 Talega, 90-2 Talega Improvement Area 2002-1; 92-1 Las Flores; 94-1 Rancho Santa Margarita; 98-1 Pacifica San Juan; 98-2 Ladera, 2004-1 Rancho Madrina; and 2005-1 Whispering Hills; funding available for site improvements; and needs identified in the Master Plan. *(The PowerPoint is available for viewing on the District website at www.capousd.org)*

Facilities Update Agenda Item 2

Trustee Alpay made the following statement prior to Trustee discussion on this item: This item was requested by the Board during the March meeting on the item he recused himself from in respect to Talega levies, specifically CFD 90-2. To be clear for the record, he is a resident and has real property interest in Talega. The Board will make a determination of the levies at the August 13 Board meeting and he will recuse himself during the discussion of that item. This is a discussion item about facility needs and not intended to be a discussion regarding any levies or adjustments to CFD 90-2. For that reason, any discussion of levies he will quickly shut down, and if it continues, he will recuse himself. This is a discussion item only in respect to facilities for the District and doesn't preclude any discussion of Talega, but he wanted to clear up his obligation and at what point he must recuse himself

The following speakers addressed the Board:

- *Susie Hattan asked the Board to consider fairness and equity regarding the use of CFD 90-2 funds as Talega residents have been impacted more than their fair share.*
- *Tim Brown asked the Board to give fair and equitable treatment to the residents of Talega and right the wrong that was done in the past.*

Following the presentation and speakers, Trustees asked questions and gave direction to staff.

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Items 8, 11, and 14 were pulled.

Items Pulled from the Consent Calendar

CONSENT CALENDAR

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 6-0 vote to approve the following Consent Calendar items:

Minutes of the July 9, 2014, regular Board meeting.

**Minutes
Agenda Item 3**

Readmit students from expulsion: Case #2013-079 and Case #2014-020.

**Expulsion
Readmissions
Agenda Item 4**

Expunging a student's expulsion record: Case #2014-045.

**Expunging of
Expulsion Record
Agenda Item 5**

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

**Purchase
Orders/Warrants
Agenda Item 6**

Donations of funds and equipment.

**Donations
Agenda Item 7**

Ratification of special education Informal Dispute Resolution Agreement Case #067414.

**Informal Dispute
Resolution
Agenda Item 9**

Ratification of special education Informal Dispute Resolution Agreement Case #066614.

**Informal Dispute
Resolution 47
Agenda Item 10**

Submission of the Labor Compliance Program Annual Report for the period of July 1, 2013, through June 30, 2014, to the Department of Industrial Relations (DIR) in accordance with the laws of the Labor Compliance Program.	Labor Compliance Program Report Agenda Item 12
Award of Bid No. 1415-10, Frozen Food Products to A&R Wholesale Distributors, Incorporated.	Award of Bid – Frozen Food Products Agenda Item 13
Award of Request for Proposal No. 1-1415, Global Positioning System to Zonar Systems, Incorporated.	Award Request for Proposal – Global Positioning System Agenda Item 15
Ratification of the Amendment to the Use of Facilities Agreement for 2014 with Oxford Preparatory Academy, South Orange County at the Barcelona Campus.	Agreement Amendment - OPA Use of Facilities Agenda Item 16
Amendment to Agreement Bid No. 1314-18 for electrical services to Gilbert & Stearns, Incorporated.	Agreement Amendment – Electrical Services Agenda Item 17
Amendment to Agreement Bid No. 1415-02 to outsource transportation services to American Logistics Company, LLC.	Agreement Amendment – Outsource Transportation Services Agenda Item 18
Declaration of surplus items listed and described as surplus, and the approval of the public and private disposition of the surplus items in accordance with Education Code §§17545-17546 and Board Policy 3270.	Declaration of Surplus Items Agenda Item 19
Rejection of Government Claim No. 14-16954 MH.	Government Claim Agenda Item 20
Resignations, retirements, and employment of classified personnel.	Resignations/Retirements/ Employment (Classified Personnel) Agenda Item 21
Resignations, retirements, and employment of certificated personnel.	Resignations/Retirements/ Employment (Certificated Personnel) Agenda Item 22
Acceptance of Williams Settlement Fourth Quarter Report.	Williams Settlement Report Agenda Item 23

Declaration of Need for Fully Qualified Educators.

**Declaration of
Need
Agenda Item 24**

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

Trustee Addonizio asked staff to provide information on the Brain Builders Educational Program and also suggested staff considers using high school photography students for special District projects.

**Professional
Services
Agreements
Agenda Item 8**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.

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

Trustee Reardon asked how much Medi-Cal reimbursement the District receives each year, what amount was paid to the Orange County Superintendent of Schools, and is this a new item. Assistant Superintendent Sara Jocham responded this is a contract the District has had with the County for several years and is for administrative activities. Executive Director Philippa Geiger stated this year the District has received \$246,000 after the County received its 4.5 percent. There is more owed to the District but the federal government is withholding it until the state modifies its claim process. Last year the District received \$800,000. Trustee Reardon requested staff research if other districts are using the Orange County Superintendent of Schools to provide administrative services related to Medi-Cal reimbursement.

**Medi-Cal
Administrative
Agreement
Agenda Item 11**

It was moved by Trustee Reardon, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the ratification of the Medi-Cal Administrative Activities Participation Agreement No. 40665 with the Orange County Superintendent of Schools to provide administrative services related to Medi-Cal reimbursement.

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

Trustee Hanacek asked staff if parent organizations would be able to purchase Chromebooks for their school at the same bid price. Deputy Superintendent Clark Hampton responded it is better if the organization donated the funds to the District for the purchase of Chromebooks.

**Award of Bid –
Chromebooks
Agenda Item 14**

It was moved by Trustee Hanacek, seconded by Trustee Bryson, and motion carried by a 6-0 vote to approve the award of Bid No. 1415-12, Chromebooks to CDW Government, LLC and Howard Technology Solutions.

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

It was moved by President Bryson, seconded by Trustee Reardon, and motion carried by a 6-0 vote to adjourn the meeting. **Adjournment**

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Pritchard,
and Reardon

NOES: None

ABSENT: Trustee Hatton-Hodson

President Alpay announced the meeting adjourned at 8:09 p.m.

Board Clerk

Secretary, Board of Trustees

Minutes submitted by Jane Boos, Manager, Board Office Operations

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California
2014-2015
Elementary Start/Dismissal Times

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

2014-2015 SECONDARY SCHOOL
START/DISMISSAL TIMES

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

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

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

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

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

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

Block Days

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

CVHS	Mondays	CVHS	Block Days
Period	Time	Period	Time
PLC	7:45-8:28	0	6:40-7:47
1	8:19-9:10	1/2	7:57-9:39
2	9:20-10:20	Tutorial	9:49-10:21
Break	10:10-10:15	Break	10:21-10:26
3	10:25-11:15	3/4	10:36-12:18
4	11:25-12:15	Lunch	12:18-12:53
Lunch	12:15-12:45	5/6	1:03-2:45
5	12:55-1:45		
6	1:55-2:45		

Block Days

Periods 1, 3, and 5, meet on Wednesday and Friday.
Periods 2, 4, and 6 meet on Tuesdays and Thursday.
Period 0 meets Tuesday through Friday.
Monday-Late Start no zero period.

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

Block Days

Periods 1, 3, and 5 meet on Tuesday and Thursday.
Periods 2, 4, and 6 meet on Wednesday and Friday.
Period 0 meets Tuesday, Wednesday, Thursday, and Friday.
Monday-Late Start no zero period.

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

Block Days

Periods 1, 3, and 5 meet on Wednesday.
Periods 2, 4, and 6 meet on Thursday.
Periods 1 through 6 meet on Monday, Tuesday, and Friday.
Monday-Late Start no zero period.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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

Block Days

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

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

Block Days

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

Wednesday-Late Start

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

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of January, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Capistrano Unified School District, 33122 Valle Road, San Juan Capistrano, California 92675, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received grant funds from the United States Department of Education for the administration of the California Mathematics & Science Partnership (CaMSP) grant for the Instructional Services Programs, hereinafter referred to as PROGRAM; and

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

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

WHEREAS, DISTRICT is specially trained and experienced and competent to perform the special services required by the SUPERINTENDENT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1 1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT to
2 perform the following described work and DISTRICT hereby agrees to
3 perform said work upon the terms and conditions hereinafter set
4 forth. Specifically, DISTRICT shall provide the following services
5 for the California Mathematics & Science Partnership (CaMSP) grant
6 for Instructional Services Programs:

7 1.1 Provide the participation of nine (9) designated teachers
8 for a period of three (3) years to complete their
9 professional learning requirements. The completed
10 Participant Agreement, which is attached hereto as Exhibit
11 "A" and incorporated by reference herein, for each
12 participating teacher must be received by April 25, 2014.
13 Each participating teacher shall agree to perform the
14 services as described in the Participant Agreement.

15 1.2 Provide each teacher a stipend for participating in all
16 three (3) years of the grant. Each teacher shall receive a
17 stipend of Two thousand three hundred dollars (\$2,300.00)
18 per year, which shall be paid by SUPERINTENDENT to the
19 DISTRICT in two (2) installments (Fall and Spring) each
20 year, if the teacher has fulfilled their professional
21 learning requirements. Payment for teacher stipends shall
22 not exceed a total of Sixty-two thousand one hundred
23 dollars (\$62,100.00). DISTRICT shall be responsible for
24 the stipend payment to the teacher.

25 1.3 Provide substitute teachers for participating teachers.
Reimbursement by SUPERINTENDENT to DISTRICT shall not

1 exceed a rate of One hundred fifty dollars (\$150.00) per
2 substitute teacher per day and shall not exceed a total of
3 fifteen (15) days per participating teacher for three (3)
4 years. Payment for substitute teachers shall not exceed a
5 total of Twenty thousand two hundred fifty dollars
6 (\$20,250.00) for three (3) years.

7 1.4 Provide for attendance by the participating teachers to
8 the 3-day Project Based Learning (PBL) 101 workshop to be
9 held between May, 2014 and October, 2014. SUPERINTENDENT
10 shall responsible for payment of the Five hundred dollars
11 (\$500.00) workshop fee for each participating teacher.
12 Payment for the workshop fee shall not exceed a total of
13 Four thousand five hundred dollars (\$4,500.00).

14 2.0 TERM. DISTRICT shall commence providing services under this
15 AGREEMENT on January 1, 2014, and end on September 30, 2017, subject
16 to termination as set forth in this AGREEMENT.

17 3.0 PAYMENT.

18 A. SUPERINTENDENT agrees to pay DISTRICT a total payment
19 not to exceed Eighty-six thousand eight hundred fifty dollars
20 (\$86,850.00) for services satisfactorily rendered pursuant to Section
21 1.0 of this AGREEMENT. DISTRICT'S invoices for teacher stipends and
22 substitute teacher costs must be received by the following dates:
23 August 15, 2014; March 1, 2015; July 10, 2015; and October 15, 2015.

24 This AGREEMENT shall be amended when the final invoice due dates are
25 determined. Payment shall be made periodically upon performance and
acceptance of services, approval of SUPERINTENDENT or his designee

1 and receipt of an itemized invoice. Payment shall be mailed to:
2 Capistrano Unified School District, 33122 Valle Road, San Juan
3 Capistrano, California 92675, or at such other place as DISTRICT may
4 designate in writing.

5 B. All billings to SUPERINTENDENT shall be supported, at
6 DISTRICT'S facility, by source documentation including, but not
7 limited to, ledgers, journals, time sheets, invoices, bank
8 statements, cancelled checks, receipts, receiving records, and
9 records of services provided.

10 C. SUPERINTENDENT may withhold or delay any payment should
11 DISTRICT fail to comply with any of the provisions set forth in this
12 AGREEMENT.

13 D. DISTRICT shall not claim reimbursement for services
14 provided beyond the expiration and/or termination of this AGREEMENT,
15 except as may otherwise be provided under this AGREEMENT.

16 E. The obligation of SUPERINTENDENT under this AGREEMENT is
17 contingent upon the availability of funds furnished by the United
18 States Department of Education. In the event that such funding is
19 terminated or reduced, this AGREEMENT may be terminated and
20 SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a
21 pro-rated amount of funding actually received by the SUPERINTENDENT
22 under the grant. SUPERINTENDENT shall provide DISTRICT written
23 notification of such termination. Notice shall be deemed given when
24 received by the DISTRICT or no later than three (3) days after the
25 day of mailing, whichever is sooner.

1 4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for
2 any costs or expenses paid or incurred by DISTRICT in performing
3 services for SUPERINTENDENT, except as follows: N/A.

4 5.0 MATERIALS. DISTRICT shall furnish, at its own expense, all
5 labor, materials, equipment, supplies and other items necessary to
6 complete the services to be provided pursuant to this AGREEMENT
7 except as follows: N/A. DISTRICT'S services will be performed,
8 findings obtained, reports and recommendations prepared in accordance
9 with generally and currently accepted principles and practices of
10 his/her profession.

11 6.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be
12 an independent contractor and shall be wholly responsible for the
13 manner in which the services required by the terms of this AGREEMENT
14 are performed. Nothing herein contained shall be construed as
15 creating the relationship of employer and employee, or principal and
16 agent, between SUPERINTENDENT and DISTRICT. DISTRICT assumes the
17 responsibility for the acts of its employees or agents as they
18 relate to the services to be provided. DISTRICT, its officers,
19 agents and employees, shall not be entitled to any rights, and/or
20 privileges of SUPERINTENDENT'S employees and shall not be considered
21 in any manner to be SUPERINTENDENT'S employees.

22 7.0 HOLD HARMLESS/INDEMNIFICATION. DISTRICT agrees to and does
23 hereby hold harmless, indemnify, and defend SUPERINTENDENT, the
24 Orange County Board of Education, and its officers, agents and
25 employees from every claim or demand and every liability, loss,

1 damage, or expense, of any nature whatsoever, which may be incurred
2 by reason of:

3 (a) Liability for damages for: (1) death or bodily injury to
4 person; (2) injury to, loss or theft of property; or (3) any
5 other loss, damage or expense arising out of (1) or (2)
6 above, sustained by the DISTRICT or any person, firm or
7 corporation employed by the DISTRICT, either directly or by
8 independent contract, upon or in connection with the services
9 called for in this AGREEMENT, however caused, except for
10 liability for damages referred to above which result from the
11 sole negligence or willful misconduct of SUPERINTENDENT, the
12 Orange County Board of Education, or its officers, employees
13 or agents.

14 (b) Any injury to or death of any persons, including
15 SUPERINTENDENT, the Orange County Board of Education, or its
16 officers, agents, and employees, or damage to or loss of any
17 property caused by any act, neglect, default or omission of
18 the DISTRICT, or any person, firm or corporation employed by
19 the DISTRICT, either directly or by independent contract,
20 arising out of, or in any way connected with, the services
21 covered by this AGREEMENT, whether said injury or damage
22 occurs either on or off SUPERINTENDENT's property, except for
23 liability for damages which result from the sole negligence
24 or willful misconduct of the SUPERINTENDENT, the Orange
25 County Board of Education, or its officers, employees or
agents.

1 (c) Any liability for damages which may arise from the
2 unauthorized use of any copyrighted or uncopyrighted matter
3 or patented or unpatented invention under this AGREEMENT.

4 8.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and
5 expense, and require all of its subcontractors, take out prior to
6 commencing the services and maintain in full force and effect from
7 the commencement of services until expiration of this AGREEMENT a
8 policy or policies of insurance covering DISTRICT'S and its
9 subcontractor's services. DISTRICT shall furnish to SUPERINTENDENT
10 certificates of insurance evidencing all coverage's and endorsements
11 required hereunder. All insurance shall be with an insurance company
12 admitted by the Insurance commissioner of the State of California to
13 transact such insurance in the State of California. Minimum
14 coverage's shall be as follows:

15 A. Comprehensive General Liability Insurance in an amount not
16 less than One million dollars (\$1,000,000) per occurrence, combined
17 single limit;

18 B. Comprehensive Automobile liability insurance covering all
19 owned, non-owned and hired vehicles in an amount not less than One
20 million dollars (\$1,000,000) per occurrence;

21 C. Statutory Workers' Compensation Insurance;

22 D. An endorsement to said policy(ies) naming the Orange County
23 Superintendent of Schools, the Orange County Board of Education, and
24 its officers, agents and employees as an additional insured while
25 rendering services under this AGREEMENT;

1 E. A thirty (30) day written notice to SUPERINTENDENT of
2 cancellation or reduction in coverage;

3 F. If the DISTRICT is either partially or fully self-insured
4 for its liability exposures, DISTRICT must notify SUPERINTENDENT in
5 writing and provide SUPERINTENDENT with a statement signed by an
6 authorized representative of DISTRICT stating that DISTRICT agrees to
7 hold harmless, defend, and indemnify the Orange County Superintendent
8 of Schools, the Orange County Board of Education, and their officers,
9 employees and agents as if the insurance requirements in the above
10 paragraphs are in full force and effect.

11 9.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage
12 in unlawful discrimination in employment of persons because of race,
13 color, religious creed, national origin, ancestry, physical
14 handicap, medical condition, marital status, or sex of such persons.

15 10.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply
16 with all federal, state and local laws, rules and regulations and
17 ordinances that are now or may result in the future become applicable
18 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel
19 engaged in operations covered by this AGREEMENT or occurring out of
20 the performance of such operations.

21 11.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the
22 performance of any of the services in this AGREEMENT without prior
23 written approval of the SUPERINTENDENT.

24 12.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS
25 (EDGAR) REQUIREMENTS. DISTRICT will be required to comply with all
applicable State and federal laws and regulations regarding this

1 AGREEMENT and administration of programs funded with this AGREEMENT.
2 Specifically, the DISTRICT will be required to comply with relevant
3 State laws and regulations, EDGAR 34 CFR, Part 74 and the appropriate
4 regulations governing cost principles [Office of Management and
5 Budget (OMB) Circular A-133]. These regulations contain information
6 regarding the programmatic requirements and the requirements for
7 financial management maintenance of records, programmatic changes and
8 budget revisions, contracting, and general administrative
9 responsibilities. In addition, federal funds are also subject to the
10 administrative requirements at 29 CFR, Part 97 for projects
11 administered by State, local, or Indian tribal government and at 29
12 CFR, Part 95 for projects administered by institutions of higher
13 education, hospitals, or non-profit organizations, Part 96 - Audit
14 Requirements for Grants, Contracts and other Agreements.

15 13.0 TOBACCO USE POLICY. In the interest of public health, the
16 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
17 use of any tobacco products are prohibited in buildings and vehicles,
18 and on any property owned, leased or contracted for by the
19 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
20 abide with conditions of this policy could result in the termination
21 of this AGREEMENT.

22 14.0 TERMINATION. SUPERINTENDENT may cancel, terminate or suspend
23 in whole or in part this AGREEMENT at any time for any reason,
24 including non-compliance with the requirements of the provisions
25 herein or with any federal rules, regulations, or orders which are
referenced herein. SUPERINTENDENT shall compensate DISTRICT only for

1 services satisfactorily rendered to the date of termination. Written
2 notice by SUPERINTENDENT shall be sufficient to stop further
3 performance of services by DISTRICT. Notice shall be deemed given
4 when received by the DISTRICT or no later than three (3) days after
5 the day of mailing, whichever is sooner.

6 15.0 NOTICES. All notices or demands to be given under this
7 AGREEMENT by either party to the other shall be in writing and given
8 either by: i) Personal service, or ii) U.S. Mail, mailed either by
9 registered or certified mail, return receipt requested, with postage
10 prepaid. Service shall be considered given when received if
11 personally served or, if mailed, on the third (3rd) day after deposit
12 in any U.S. Post Office. The address to which notices or demands may
13 be given by either party may be changed by written notice given in
14 accordance with the notice provisions of this section. At the date
15 of this AGREEMENT the addresses of the parties are as follows:

16 DISTRICT: Capistrano Unified School District
33122 Valle Road
17 San Juan Capistrano, California 92675
Attn: _____

18 SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
19 Costa Mesa, California 92628-9050
20 Attn: Patricia McCaughey

21 16.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
22 redress for violation of, or to insist upon, the strict performance
23 of any term or condition of this AGREEMENT, shall not be deemed a
24 waiver by that party of such term or condition, or prevent a
25 subsequent similar act from again constituting a violation of such
term or condition.

1 17.0 SEVERABILITY. If any term, condition or provision of this
2 AGREEMENT is held by a court of competent jurisdiction to be invalid,
3 void, or unenforceable, the remaining provisions will nevertheless
4 continue in full force and effect, and shall not be affected,
5 impaired or invalidated in any way.

6 18.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
7 shall be governed by the laws of the State of California with venue
8 in Orange County, California.

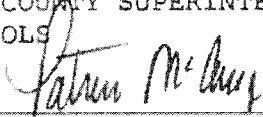
9 19.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
10 attached hereto constitute the entire agreement among the Parties to
11 it and supersedes any prior or contemporaneous understanding or
12 agreement with respect to the services contemplated, and may be
13 amended only by a written amendment executed by both Parties to the
14 AGREEMENT.

15 IN WITNESS WHEREOF, the Parties hereto set their hands.

16 DISTRICT: CAPISTRANO UNIFIED
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

17 BY: _____
18 Authorized Signature

BY: 
18 Authorized Signature

19 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

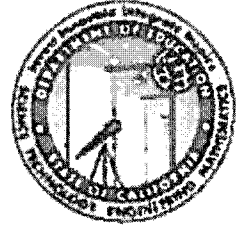
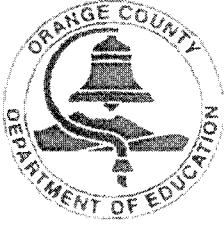
20 TITLE: _____

TITLE: Coordinator

21 DATE: _____

DATE: July 3, 2014

24 CUSD-CaMSP-FedGrant (40619)18
ZIP4



California Mathematics and Science Partnerships
Science, Technology, Engineering, and Mathematics Projects -- Cohort 10

Participant Agreement

Participant Name _____
District _____ School _____
Preferred Phone Number _____ Preferred Email _____

Participant agrees to:

- Participate for all three years of the grant.
- Attend all scheduled trainings or make-up missed session(s) within 30 days of missed date(s).
- Attend a PBL 101 three-day workshop between May 2014 and October 2014.
- Stay within the grade level span 3-5 or 6-8 for the duration of the three years.
- Participate in project evaluation to document the effects of the program on teacher practice and student achievement. Your role in evaluation includes:
 - Administering student level pre- and post-assessments.
 - Sharing student assessment data.
 - Participating in teacher pre- and post-assessments.
 - Completing surveys with respect to teacher beliefs and practices.
- Complete and return all project-related paperwork (forms, evaluations, etc.) by due dates.
- Maintain accessible e-mail for communication with program staff.

Participants will receive stipends in two installments totaling \$2300 (less district withholdings) per year.

Note that original signatures below need to be in BLUE ink.

Participant Name Participant Signature Date

Principal Name Principal Signature Date

Please return the agreement by Friday, April 25, 2014, via mail, fax, or email to:
Attn: Susan Walker, Administrative Assistant CA MSP Grant
Orange County Department of Education—Office of Academic Content
200 Kalmus Drive, Costa Mesa, CA 92626
Email: swalker@ocde.us
Fax: 714-327-1320

MEMORANDUM OF UNDERSTANDING
CALIFORNIA PARTNERSHIP FOR ACHIEVING STUDENT SUCCESS (CAL-PASS PLUS)

This Memorandum of Understanding, herein referred to as “MOU,” is entered into by and between those school districts, community college districts, colleges, and universities (herein collectively “educational institutions”) who elect to accept its terms pursuant to Section 11 herein.

PREAMBLE

California Partnership for Achieving Student Success (Cal-PASS Plus) collects, analyzes, and shares student data in order to track performance and improve success from elementary school through university. To that end, Cal-PASS Plus will coordinate the process of consortium member educational institutions sharing academic performance data concerning students who have or who are attending their institutions by facilitating the transfer of data from the member educational institutions, ensuring the confidentiality of records and their consistency with FERPA (Family Education Rights and Privacy Act) guidelines, and providing technical assistance to member educational institutions.

The educational institutions who choose to participate in this MOU desire to evaluate and improve their respective educational programs through the analysis of academic performance data concerning students who have or who are now attending a consortium member institution. It is necessary, therefore, for the educational institutions to share student data on a reciprocal basis so that they may evaluate and analyze their respective educational programs.

Cal-PASS Plus is designed to improve transitions and success across educational segments. The educational institution members of Cal-PASS Plus will use Cal-PASS Plus data to develop, implement, and assess interventions to improve instruction. The preferred means for participation is for institutional faculty to engage in the Cal-PASS Plus vertical Professional Learning Councils.

THEREFORE, the educational institutions agree to the following terms of this MOU:

1. Data Sharing

The data shall be provided at least annually consistent with the dates established by Cal-PASS Plus administration. Said data shall be provided in the manner and form as specified by Cal-PASS Plus. The educational institutions shall have access to this data as set forth in the executed Data Sharing Educational Institutions form. The data shall be used only for conducting studies for the purpose of improving instruction. Any data received pursuant to this Memorandum shall be destroyed when it is no longer needed for the studies and no later than seventeen years from the date the data is first received. Cal-PASS Plus may, from time to time at its discretion, provide student data from its members in an anonymous form to recognized educational research institutions for analysis in research concerning the improvement of instruction.

EXHIBIT 9

2. Confidentiality

The educational institutions will maintain the confidentiality of any and all student data exchanged by each as a part of this MOU. The confidentiality requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the student data processed, stored, or transmitted under this MOU, educational institutions shall establish a system of safeguards that will at minimum include the following:

- Procedures and systems that ensure all student records are kept in secured facilities and access to such records is limited to personnel who are authorized to have access to said data under this section of the MOU.
- All designated consortium members and staff and faculty at consortium educational institutions involved in the handling, transmittal, and/or processing of data provided under this MOU will be required to execute a confidentiality agreement requiring said personnel to maintain the confidentiality of all student related personally identifiable information.
- Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this MOU.
- Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this MOU.
- Procedures and systems that ensure that all confidential student data processed, stored, and/or transmitted under the provisions of this MOU shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- The procedures and systems developed and implemented to process, store, or transmit data provided under this MOU shall ensure that any and all disclosures of confidential student data comply with all provisions of the "Family Educational Rights and Privacy Act" and California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the parties to this MOU.

3. Indemnification

Each educational institution participating in this MOU agrees to defend, indemnify, and hold each other educational institution participating in this MOU, and its officers, employees, and agents harmless from and against any liability, loss, expense (including attorneys' fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying educational institution, and/or its officers, employees or agents.

4. Entire Agreement

This document states the entire agreement between the educational institutions with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

5. Execution

Each of the persons signing this MOU on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

6. Assignment

None of the signatories to this MOU may assign their rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other signatories to this MOU.

7. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

8. Waiver

Waiver by any signatory to this MOU of any breach of any provision of this MOU or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

9. Modification and Amendments

This MOU may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this MOU. The educational institutions further agree to amend this MOU to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this MOU. However, if new laws, policies, or regulations applicable to the educational institutions are implemented which materially affect the intent of the provision of this MOU, the authorized representatives of the signatories to this MOU shall meet within a reasonable period of time, e.g. 20 business days from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

10. Term of this MOU

This MOU shall be in effect for any institution commencing from the effective date established pursuant to Section 11 and will remain in effect until written notice is provided to terminate. Any participant (s) listed as a party to this MOU may terminate its participation by delivering written notice of its intent to terminate said participation to the project director or executive director of Cal-PASS Plus. However, termination by any participant(s) listed as a party will have no force or effect on the rights and responsibilities as to the remaining participants.

11. Joinder of Parties

The parties agree that any school district, community college district, WASC accredited public or private four-year college or university located in California or other educational organization whose purpose is to improve student success, may become a party to this MOU by executing a letter addressed to the consortium stating as follows:

Capistrano USD hereby agrees to enter into the Memorandum of Understanding dated 8/13/2014 12:00:00 AM, and be bound by all of its terms and conditions, effective as of the date of this letter. A copy of the Memorandum of Understanding and a completed Data Sharing Agreement Form, signed by an authorized officer of the institution, are attached hereto. Said letter shall be executed by an authorized officer of the institution.

Signed: _____ Date: _____

Print name: Kirsten Vital

Title: Superintendent

Designation of Contacts for Cal-PASS Plus**Name of Institution/District:** Capistrano USD

MOU Manager/Primary Contact: This person is responsible for coordinating the Cal-PASS Plus process at your institution and is authorized to change data access features such as the data sharing partners list and opting in or out of larger research studies on behalf of the institution. This is also the person who will receive a primary User ID and Password, which are required to access data and performance reports on the web site. This person will also be the primary contact to identify, approve and add or modify other authorized users at your institution.

Name: Michelle Benham**Title:** Executive Director, Assessment and Research**Phone Number:** 949-234-9420**Email Address:** mwbenham@capousd.org

Data Submission Contact: This person is responsible for generating and submitting the data files.

Name: Marianne Blankenbiller**Title:** Research and Evaluation Analyst**Phone Number:** 949-234-9418**Email Address:** mblankenbiller@capousd.org

CAL-PASS PLUS DATA SHARING AGREEMENT FORM

I certify that my institution hereby agrees to share data with all Cal-PASS Plus partner institutions with MOUs and reciprocal sharing agreements on file.

Signed: _____ **Date:** _____

Print name: _____ **Michelle Benham** _____

Title: _____ **Executive Director, Assessment and Research** _____

Name of institution: _____ **Capistrano USD** _____

Phone number: _____ **949-234-9420** _____

Email _____ **mwbenham@capousd.org** _____

Return the following two documents:

1. A copy of the signed MOU;
2. This Cal-PASS PLUS DATA SHARING AGREEMENT FORM, executed by an authorized officer of the institution.

Return documents to:

Ken Sorey Cal-PASS Plus Project Director
2300 N Street, Suite 3
Sacramento, CA 95816

If you choose to limit the institutions with which you share data, contact Cal-PASS Plus for assistance.

K-12 Assistance
Michele Badovinac
Michele@calpass.org
209-405-9891

Community College and University Assistance
Emily Lawrence
emily@calpass.org
209- 954-5820

DIRECTED TEACHING AGREEMENT

This Agreement is made between Pepperdine University ("Pepperdine") on behalf of Pepperdine Teacher Preparation Programs and the hereinafter mentioned school district ("District").

RECITALS

- A. Pepperdine has established an approved program (the "Program") of directed teaching for training education students of the University;
- B. Directed teaching experiences are a required and integral part of the Program;
- C. Pepperdine desires the cooperation of Capistrano Unified School District in the training of students through the directed teaching experiences; and
- D. Pursuant to the provisions of Section 44320 of the California Education Code, the governing board of a District is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through directed teaching to students enrolled in teacher education curricula of such institution; and
- E. Any such agreement may provide for the payment in money or services for the services rendered by the District in an amount not to exceed the actual cost to the District of the services rendered by the District.

Now, therefore, it is mutually agreed between the parties hereto as follows:

SPECIAL PROVISIONS

DATE: **7/7/14**

PARTIES: Pepperdine University and Capistrano Unified School District

TERM: From September 1, 2014_ to July 31, 2019_.
(This contract is effective for a 5-year term)

SERVICES: Not to exceed three Clinical Experiences per year, per mentor.

RATE AND AMOUNT: \$150 Master Teaching Stipend per student, per session of Clinical Observation.
\$150 Master Teaching Stipend per student teacher, per session of directed mentoring for Clinical Experience.

METHOD OF PAYMENT: Check one.
_____ Stipend is to be paid directly to the District.

XXXX Stipend is to be paid directly to the Master Teacher.

GENERAL TERMS

1. Directed Teaching
 - A. The District shall provide teaching experience through directed teaching to schools and classes of the District, not to exceed the number of directed teaching assignments set forth in the special provisions. Such directed teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and Pepperdine through their duly authorized representatives may agree upon.
 - B. The District may, for good cause, refuse to accept for directed teaching any student of Pepperdine assigned to directed teaching in the District. In such event, Pepperdine shall terminate the assignment of such student to the directed teaching program in the District.
 - C. The term “directed teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing authorizing them to serve as classroom teachers in the schools or classes in which the direct teaching is provided, and who have completed a minimum of three years successful teaching experience.
 - D. Pepperdine student teachers without emergency or substitute credentials may not be asked by the school districts to serve and be paid for substitute teaching. Such students are not regarded as properly certified and require full-time supervision. Those holding substitute or emergency credentials may substitute only for their master teacher when s/he is out ill; when it is determined by the principal that such substitution is in the best interest of the student teacher and the students in the classroom; only after the first four weeks of that student’s first student teaching assignment; the student teacher is paid by the District; and the number of days is kept to a minimum.
 - E. Pepperdine will pay for the performance by the District of all services required to be performed by the District under this Agreement at the aforesaid rates for each session of part-time directed teaching or full-time directed teaching provided by the District pursuant to this Agreement.
 - F. The term “session of directed teaching” as used herein and elsewhere in this Agreement is considered to be a full day of directed teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidates receives four (4) semester units of practice teaching credit) and six (6) periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidates receive four (4) semester units of practice teaching credit). The credential candidate must complete two (2) sessions for a minimum total of sixteen (16) weeks.
 - G. An assignment of a Pepperdine student to directed teaching in classes of schools of the District shall be for one (1), two (2), or three (3) sessions as mutually agreed between Pepperdine and the District.

- H. An assignment of a Pepperdine student to directed teaching in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the District the assignment papers or other documents provided by Pepperdine affecting such assignment, but no earlier than the date of such assignment as shown on such card or other documents.
- I. In the event the assignment of a Pepperdine student to directed teaching is terminated by Pepperdine for any reason after the student has been in directed teaching and has been at the assignment for a minimum of two weeks, the District shall receive payment for the assignment on account of such student as though there had been no termination of the assignment. Said payment to exceed no more than four (4) units per session of terminated assignment.
- J. If applicable, within a reasonable time following the close of each session of Pepperdine, the District shall submit an invoice in triplicate, to Pepperdine for payment, at the rate provided herein, for all directed teaching provided by the District under and in accordance with this Agreement during said session. This process may be altered in writing according to individual district procedures as to how the invoicing will proceed.
- K. Notwithstanding any other provision of this Agreement, Pepperdine shall not be obligated by this Agreement to pay the District any amount in excess of the total sum set forth in the section on Special Provisions.
- L. In accordance with California Education Code Section 44320(b), each credential candidate, prior to assignment to District, must obtain at his or her sole expense a "Certificate of Clearance", which includes a complete Live Scan Service. The University will ensure that students receive a Certificate prior to beginning their assignment in the district.
- M. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to District must obtain at his or her sole expense an examination, by a licensed physician or surgeon within the past 60 days to determine that he or she is free of active tuberculosis, or provide a current certificate that shows s/he is free of communicable tuberculosis prior to beginning their assignment in the District.

1. Minimum Insurance Requirements

- A. District. The District shall maintain insurance in full force and effect, at its sole expense, the following minimum insurance coverage or comparable program of self-insurance:
 - i. Commercial General Liability (Minimum Requirement):
\$1,000,000 Combined Single Limit
 - ii. Coverage:
 - Premises/Operations
 - Liability Medical Payments
 - Liability
 - Personal Injury Liability

iii. The District shall maintain in full force and effect, at its sole expense, Workers' Compensation and Employers Liability Insurance in a form and amount covering District's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:

1. Statutory limits per State of California

2. Employers Liability

\$1,000,000 Each Accident

\$1,000,000 Each Employee

District shall provide University with 30 days written notice before cancellation, or any reduction or material change in coverage.

B. University shall maintain insurance in full force and effect, at its sole expense:

i. Commercial General Liability (Minimum Requirement):

\$2,000,000 General Aggregate

\$1,000,000 Combined Single Limits

ii. Coverage:

Premises/Operations Liability Medical

Payments Liability Contractual Liability

Personal Injury Liability

Independent Contractors

iii. The University will maintain in full force and effect, at its sole expense Workers' Compensation and Employers Liability Insurance in a form and amount covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time. Coverage:

1. Statutory limits per State of California

2. Employers Liability

\$1,000,000 Each Accident

\$1,000,000 Each Employee

Student teachers shall be covered under the workers' compensation insurance policy maintained by Pepperdine University and as such the parties agree that such coverage shall be the exclusive remedy of student teachers in the event an injury or illness should arise under the duration of this contract.

A certificate of general liability insurance with the District named as an additional insured shall be provided by Pepperdine University' Legal Counsel to the District 30 days in advance of the commencement of this agreement.

The District will require 30 days written notice before cancellation, or any reduction or material change in coverage.

3. Indemnity

District shall defend, indemnify and hold Pepperdine, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

Pepperdine shall defend, indemnify and hold the District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Pepperdine, its officers, agents or employees.

4. Miscellaneous

- A. Termination. Either party may terminate this Agreement with or without cause by providing written notice to the other party. Termination will be effective at the end of the school year during which the notice is issued. The notice required under this paragraph shall be sent by registered mail.
- B. Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

Notice to Pepperdine: Pepperdine University
Graduate School of Education and Psychology
6100 Center Drive, 5th Floor
Los Angeles, CA 90045
ATTN: Teacher Preparation Program Director

Notice to District: Capistrano Unified School District
33122 Valle Rd
San Juan Capistrano, CA 92675

- C. District and Pepperdine agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, creed, color, religious belief, national origin, and disability, status as a disabled veteran, or veteran of the Vietnam era.
- D. Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party.

- E. The Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.
- F. The parties hereto shall not have either the power or the right to assign this Agreement or any part thereof to any person or party for any reason, and any attempt to do so shall be void and of no legal effect.
- G. This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.
- H. Should either party reasonably retain an attorney to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs including fees and costs of corporate staff and counsel.
- I. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

In witness thereof, the parties hereto have caused this Agreement to be signed by its duly authorized representative.

Kirsten Vital
Superintendent

Print Name

Signature

Date

Robert R. Barner,
Program Director

Print Name

Signature

Date

Margaret J. Weber,
Dean

Print Name

Signature

Date

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2013-14 =====
Board of Trustees Meeting.....AUGUST 13, 2014

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

PO No.	Fund	Vendor	Description	Amount
5390	87	SANDERS CONSTRUCTION SERVICES	BI:Const/Fac Acq /CVHS	16,556.00
5391	89	DANNIS WOLIVER KELLY	Serv& Op/Fac Acq /Dstrctwd	52.49
5392	98	ARC	BI:Other/Fac Acq /SJHHS	300.00
5393		VOID	VOID	0.00
5394		VOID	VOID	0.00
5395		VOID	VOID	0.00
5396	87	GILBERT & STEARNS INC	BI:Const/Fac Acq /CVHS	20,576.15
4 Purchase Orders				\$37,484.64

EXHIBIT 11

Attachment 1

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2013-14 =====
 Board of Trustees Meeting....AUGUST 13, 2014

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

PO No.	Fund	Vendor	Description	Amount
335592	13	ORANGE COUNTY REGISTER	Marketin/FoodServ/Dstrctwd	1,025.52
335593	1	COMPLETE OFFICE OF CA	SplsNonI/SupvAdmn/Dstrctwd	800.00
335594	1	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	241.52
335595	1	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	579.92
335596	1	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	174.42
335597	1	SCHOLASTIC BOOK FAIRS	InstMtls/Instrctn/Palisade	3,200.00
335598	1	YOGI, STACY	InstMtls/Instrctn/Reilly	771.85
335599	11	ARMAN, CARRIE	InstMtls/Instrctn/Dstrctwd	309.95
335600	1	SAMPSON, CHERYL	InstMtls/Instrctn/Lobo	1,168.64
335601		VOID	VOID	0.00
335602	1	STUTZ ARTIANO SHINOFF & HOLTZ	Legal /Supt /Dstrctwd	102,942.19
335603	1	ORANGE UNIFIED SCHOOL DISTRICT	Charter /DW Undst/Dstrctwd	5,000.00
335604	1	CONSOLIDATED ELECTRICAL DISTR	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
335605		VOID	VOID	0.00
335606	1	NILES BIOLOGICAL	SplsNonI/SupvAdmn/Dstrctwd	254.00
335607	1	DEVELOPMENTAL RESOURCES	CnfrNonI/SupvAdmn/Dstrctwd	114.00
335608	1	BIOMEDICAL WASTE DISPOSAL	Serv& Op/Saf&Trng/Dstrctwd	198.00
335609	1	OLEARY, DARLA	InstMtls/Instrctn/LRMS	385.95
335610	1	WESTONE LABORATORIES INC	SplsNonI/HlthServ/Dstrctwd	31.20
335611	1	FOUCART, PAUL	InstMtls/Instrctn/Concordi	898.52
335612	1	MORRIS, FAITH	Bks&Ref /Instrctn/Marblehd	1,469.41
335613	1	BIOLA UNIVERSITY	Serv& Op/Instrctn/DHHS	600.00
335614	1	EMORY UNIVERSITY	Serv& Op/Instrctn/DHHS	500.00
335615	1	OXFORD ACADEMY	InLieuTx/Undesig /Oxford	86,000.00
335616	1	DEPARTMENT OF GENERAL SERVICES	Serv& Op/Prsnl:HR/Dstrctwd	9,523.50
335617	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	497.50
			Sub MHBC/NPS /Dstrctwd	3,990.00
			Sub MHBC/PsychSer/Dstrctwd	1,634.00
335618	1	DBQ PROJECT, THE	Serv& Op/StDev In/Dstrctwd	4,400.00
335619	1	ROBINSON, KATIE	SplsNonI/SupvAdmn/Dstrctwd	302.37
335620		VOID	VOID	0.00
335621	1	KARPUS, DAVID AND MARY	NPS /NPS /Dstrctwd	580.00
335622	1	PLIHA SPEECH & LEARNING CENTER	NPA /NPA /Dstrctwd	5,062.50
335623	1	DEVEREUX TEXAS TREATMENT	Residtl /NPS /Dstrctwd	120.38
			Sub MHBC/NPS /Dstrctwd	860.00
			Sub MHBC/PsychSer/Dstrctwd	504.92
335624	1	CALIFORNIA BOILER INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	2,258.75
335625	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Dstrctwd	8,140.00
335626	1	FED EX FREIGHT	SplsNonI/RR:Bldgs/Dstrctwd	154.94
335627	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/SMS	4,546.50
335628	1	GANAHL LUMBER	SplsNonI/RR:Bldgs/Dstrctwd	247.41
335629	1	WAXIE	SplsNonI/RR:Bldgs/Dstrctwd	84.42
335630	1	DM COLOR EXPRESS	SplsNonI/Op:Grnds/Dstrctwd	263.39
335631	1	BAVCO	Rntl:Oth/Op:Grnds/Dstrctwd	949.55
335632	1	MILLER MECHANICAL	Rntl:Oth/RR:Bldgs/Dstrctwd	269.27

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2013-14 =====
 Board of Trustees Meeting.....AUGUST 13, 2014

PO No.	Fund	Vendor	Description	Amount
335633	25	HARRIS STEEL FENCE CO. INC.	Bldg Imp/Fac Acq /LRMS	5,280.00
335634	1	GOODWILL INDUSTRIES OF ORANGE	SubInCon/Aid:Inst/Dstrctwd	704.00
335635	1	WAXIE	SplsNonI/Custodil/Dstrctwd	210,638.62
335636	1	ORANGE COUNTY DEPT OF EDUC	CnsltNon/HlthServ/Dstrctwd	292.50
335637	1	THE ALARM AND SPRINKLER CO INC	Rntl:Oth/RR:Bldgs/Dstrctwd	18,051.43
335638	1	BRISTOW, JEFFREY	CnsltNon/PuplTran/Dstrctwd	1,780.00
335639	1	PROVIDENCE SPEECH AND	NPA /Spch Aud/Dstrctwd	6,500.00
335640	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	2,412.00
335641		VOID	VOID	0.00
335642	13	ORANGE COUNTY REGISTER	Marketin/FoodServ/Dstrctwd	1,004.28
335643	13	HOLLANDIA DAIRY INC.	FdPrshbl/FoodServ/Dstrctwd	7,413.57
335644	1	GARCIA, IRMA R.	SubNonCn/GuidCnsl/Dstrctwd	686.60
49 Purchase Orders				\$510,817.49

Board of Trustees Purchase Order Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....AUGUST 13, 2014

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

PO No.	Fund	Vendor	Description	Amount
5393	98	NINYO & MOORE GEOTECHNICAL &	BI:CTest/Fac Acq /SJHHS	2,954.00
5394	89	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	16,837.00
5395	95	BOWIE ARNESON WILES &	Legal /Fac Acq /Dstrctwd	6,700.00
5396		VOID	VOID	0.00
5397	98	GILBERT & STEARNS INC	BI:Const/Fac Acq /SJHHS	11,912.86
4 Purchase Orders				\$38,403.86

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2014-15 =====
 Board of Trustees Meeting....AUGUST 13, 2014

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

PO No.	Fund	Vendor	Description	Amount
340405	1	ORANGE COUNTY REGISTER	Serv& Op/Pub Info/Dstrctwd	2,000.00
340406	1	TRANSTRAKS	Serv& Op/PuplTran/Dstrctwd	8,475.00
340407	1	1800WHEELCHAIR.COM	SplsNonI/HlthServ/Dstrctwd	145.00
340408		VOID	VOID	0.00
340409		VOID	VOID	0.00
340410	1	BRIDGES TRANSITIONS CO.	Serv& Op/SupvAdmn/Dstrctwd	16,900.00
340411	1	HEINEMANN	InstMtls/Instrctn/San Juan	118.00
340412	1	GOODHEART-WILLCOX CO INC	K-12Text/Instrctn/SCHS	7,265.73
340413	1	ARDOR HEALTH SOLUTIONS	NPA /NPA /Dstrctwd	20,000.00
340414	1	ARTMASTERS INC	CnsltSvs/Instrctn/Reilly	5,324.00
340415	1	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	3,316.19
340416	1	PROFESSIONAL TUTORS OF AMERICA	CnsltSvs/Instrctn/Dstrctwd	25,000.00
			Subagrmt/Instrctn/Dstrctwd	30,000.00
340417	1	PEARSON EDUCATION	InstMtls/Instrctn/Dstrctwd	9,432.99
340418	1	PLIHA SPEECH & LEARNING CENTER	NPA /Spch Aud/Dstrctwd	6,000.00
340419	1	BESTGEN, MARY	CnsltSvs/Instrctn/Oak Grv	9,000.00
340420		VOID	VOID	0.00
340421	1	AARDVARK CLAY	InstMtls/Instrctn/SCHS	1,100.00
340422	1	ORANGE COUNTY TESTING SERV	Serv& Op/PsychSer/Dstrctwd	4,000.00
340423	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/MFMS	555.00
340424	1	COMPLETE OFFICE OF CA	SplsNonI/PuplTest/Dstrctwd	750.00
340425	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Palisade	7,000.00
340426	1	UC REGENTS	Conf:Ins/Instrctn/MFMS	300.00
340427	1	UC REGENTS	Conf:Ins/Instrctn/MFMS	700.00
340428	1	UC REGENTS	Conf:Ins/Instrctn/Kinoshta	150.00
340429	1	UC REGENTS	Conf:Ins/Instrctn/Kinoshta	175.00
340430	1	UC REGENTS	Conf:Ins/Instrctn/Kinoshta	875.00
340431	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	2,220.00
340432	69	OFFICE DEPOT	SplsNonI/Enterprs/Dstrctwd	1,333.34
	70		SplsNonI/Enterprs/Dstrctwd	1,333.33
	68		SplsNonI/Enterprs/Dstrctwd	1,333.33
340433	1	COMPLETE OFFICE OF CA	SplsNonI/Supt /Dstrctwd	1,500.00
340434	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/San Juan	3,000.00
340435	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/SupvAdmn/Dstrctwd	9,000.00
340436	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Lobo	1,000.00
340437	1	COMPLETE OFFICE OF CA	SplsNonI/PuplTran/Dstrctwd	4,000.00
340438	1	CINTAS CORPORATION #640	SplsNonI/PuplTran/Dstrctwd	2,000.00
340439	1	CINTAS CORPORATION #640	SplsNonI/PuplTran/Dstrctwd	2,500.00
340440	68	STAPLES ADVANTAGE	SplsNonI/Enterprs/Dstrctwd	15,000.00
340441	1	INTERNATIONAL BACCALAUREATE	Serv& Op/Instrctn/CVHS	10,820.00
340442	1	BIO CORPORATION	InstMtls/Instrctn/RH Dana	185.56
340443	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/ArroyoMS	2,000.00
340444	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/ArroyoEl	3,000.00
340445	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Wood Cyn	2,000.00
340446	1	IMAGE 2000	InstMtls/Instrctn/VdelMarE	3,000.00

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2014-15 =====
 Board of Trustees Meeting.....AUGUST 13, 2014

PO No.	Fund	Vendor	Description	Amount
340447	1	IMAGE 2000	InstMtls/Instrctn/Palisade	1,500.00
340448	1	OFFICE DEPOT	SplsNonI/Pup Serv/Dstrctwd	2,500.00
340449	1	AERO MARK	SplsNonI/HlthServ/Dstrctwd	250.00
340450	1	SPARKLETTTS	SplsNonI/Pup Serv/Dstrctwd	500.00
340451	1	MEET THE MASTERS INC	Serv& Op/Instrctn/Bathgate	5,313.64
340452	1	MR CLEAN MAINTENANCE SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	40,239.49
340453	1	CAPISTRANO CONNECTIONS ACADEMY	InLieuTx/Undesig /Connectn	11,972,177.00
340454	1	OPPORTUNITY FOR LEARNING	InLieuTx/Undesig /Opp4Lrng	1,000,778.00
340455	1	COMMUNITY ROOTS	InLieuTx/Undesig /CommRoot	2,300,286.00
340456	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Crn Vlly	2,000.00
340457	1	OXFORD ACADEMY	InLieuTx/Undesig /Oxford	3,882,960.00
340458	1	JOURNEY CHARTER SCHOOL	InLieuTx/Undesig /Journey	1,828,870.00
340459	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	20,041.00
340460	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	20,041.00
340461	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	22,081.00
340462		VOID	VOID	0.00
340463	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	16,561.00
340464	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Chaparal	6,000.00
340465	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,401.00
340466	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,401.00
340467	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,401.00
340468	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /Kinoshta	500.00
340469	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,401.00
340470	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	11,401.00
340471	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VdelMare	13,000.00
340472	1	ALPINE ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	8,601.00
			Sub MHBC/NPS /Dstrctwd	60,115.50
			Sub MHBC/PsychSer/Dstrctwd	47,450.00
340473	1	BLIND CHILDREN'S LEARNING	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	21,161.00
340474	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	9,401.00
340475	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Lobo	2,600.00
340476	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LF Elem	4,000.00
340477	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Benedict	4,500.00
340478	1	ORANGE COUNTY SCH BOARDS ASSN	Dues&Mmb/Board /Dstrctwd	125.00
340479	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/BAMS	464.40
340480	1	DELL COMPUTER	SplsNonI/Sch Adm /BAMS	444.32
340481	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/Sch Adm /BAMS	334.80
340482	1	DELL COMPUTER	NonCapEq/Instrctn/SJHHS	7,469.70

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PO No.	Fund	Vendor	Description	Amount
340483	1	PC MALL GOV	SplsNonI/M&OUnrOH/Dstrctwd	68.91
340484	1	PC MALL GOV	Serv& Op/Sch Adm /BAMS	68.91
340485	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/BAMS	185.00
340486	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	1,500.00
340487	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/MFMS	200.00
340488	1	DELL COMPUTER	NonCapEq/Instrctn/Wagon Wh	16,200.16
340489	1	BRINKS INC.	Serv& Op/Bus/Fisc/Dstrctwd	2,000.00
340490	1	CDWG Inc	InstMtls/Instrctn/Hiddn Hl	667.44
340491	1	IRVINE RANCH OUTDOOR EDU CTR	FieldTrp/Instrctn/Lobo	21,930.00
340492	11	BLACKBOARD INC	Serv& Op/Instrctn/Dstrctwd	1,000.00
340493	1	ACSA'S EDUCATION LEGAL SUPPORT	Dues&Mmb/Supt /Dstrctwd	3,150.00
340494	1	REGENTS OF THE UNIVERSITY CA	CnfrNonI/AcadmAdv/ANHS	300.00
340495	1	TECH4LEARNING	Serv& Op/Instrctn/Reilly	162.00
340496	1	UC REGENTS	Conf:Ins/Instrctn/San Juan	400.00
340497	1	UC REGENTS	Conf:Ins/Instrctn/MFMS	300.00
340498	1	EDUPOINT EDUCATIONAL SYSTEMS	Serv& Op/SupvAdmn/Dstrctwd	39,025.89
340499	1	SELPA ADMINISTRATOR'S ASSOC.	Dues&Mmb/SupvAdmn/Dstrctwd	1,200.00
340500	1	CSULB FOUNDATION	CnfrNonI/AcadmAdv/ANHS	350.00
340501	1	CREATIVE MATHEMATICS	Serv& Op/Instrctn/St Michl	498.00
340502	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Bathgate	50,250.00
340503	1	COACH FOREIGN LANGUAGE PROJECT	Conf:Ins/Instrctn/ANHS	160.00
340504	1	COACH FOREIGN LANGUAGE PROJECT	Conf:Ins/Instrctn/Tesoro	120.00
340505	1	LIBERTY FLAGS	SplsNonI/PuplTran/Dstrctwd	80.97
340506	1	APPLE COMPUTER INC	NonCapEq/TIS /Dstrctwd	10,154.60
340507	1	DELL COMPUTER	NonCapEq/Instrctn/San Juan	5,968.48
340508	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Sch Adm /BAMS	464.40
340509	1	DELL COMPUTER	NonCapEq/Instrctn/LadraElm	3,562.76
340510	1	CARD INTEGRATORS	NonCapEq/PuplTran/Dstrctwd	3,642.60
340511	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/SEOthIns/Dstrctwd	367.20
340512	25	DIGITAL NETWORKS GROUP INC	OthConst/Fac Acq /SJHHS	69,641.40
340513	1	CULVER-NEWLIN	SplsNonI/Saf&Trng/Dstrctwd	447.15
340514	14	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Grnds/SJHHS	11,528.90
340515	1	UC REGENTS	Conf:Ins/Enterprs/DHHS	200.00
340516	1	BARRETT-ROBINSON INC	SplsNonI/Sch Adm /CVHS	565.00
340517	1	HARRIS STEEL FENCE CO. INC.	Rntl:Oth/RR:Grnds/Dstrctwd	100,000.00
340518		VOID	VOID	0.00
340519	1	CR&R INCORPORATED	Op&Hskpg/Opr:Util/Dstrctwd	200,000.00
340520	25	BARRETT-ROBINSON INC	NonCapEq/Fac Acq /SJHHS	1,215.00
340521	25	BARRETT-ROBINSON INC	NonCapEq/Fac Acq /LRMS	658.00
340522	1	GILBERT & STEARNS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	125,000.00
340523	1	JOHNSTONE SUPPLY	SplsNonI/RR:Bldgs/Dstrctwd	275,000.00
340524	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Hiddn Hl	2,000.00
340525	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/VDMMS	3,250.00
340526	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LadraElm	6,000.00
340527	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/GrgWhite	7,000.00
340528	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Marblehd	2,500.00
340529	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,000.00
340530	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,000.00
340531	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,000.00
340532	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,000.00

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340533	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,000.00
340534	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,000.00
340535	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Palisade	5,000.00
340536	1	SOUTHWEST SCHOOL SUPPLY	SpplsNonI/Sch Adm /Don Juan	6,000.00
340537	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Wagon Wh	3,000.00
340538	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Kinoshta	4,000.00
340539	1	IMAGE 2000	InstMtls/Instrctn/Lobo	500.00
340540	1	SUPER DUPER INC.	SpplsNonI/Spch Aud/Dstrctwd	403.92
340541	1	B & H PHOTOGRAPHY	InstMtls/Instrctn/LadraElm	98.38
340542	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/SCHS	1,100.00
340543	1	PEARSON CLINICAL ASSESSMENT	SpplsNonI/Spch Aud/Dstrctwd	443.46
340544	1	ENABLING DEVICES	InstMtls/SE0thIns/Dstrctwd	510.23
340545	1	INTERSTATE BATTERIES	Ppl Tran/PuplTran/Dstrctwd	15,075.00
			SpplsNonI/Dist Veh/Dstrctwd	7,425.00
340546	1	MAACO COLLISION REPAIR & AUTO	Rntl:Oth/PuplTran/Dstrctwd	29,752.80
			Rntl:Oth/Dist Veh/Dstrctwd	8,887.20
340547	1	MITCHELL INTERNATIONAL	Ppl Tran/PuplTran/Dstrctwd	999.00
340548	1	MOBILE FLEET WASH	Serv& Op/PuplTran/Dstrctwd	20,000.00
340549	1	NATIONWIDE FIRE PROTECTION	Serv& Op/PuplTran/Dstrctwd	3,000.00
340550	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	43,800.00
340551	1	PAINT STORE	Ppl Tran/PuplTran/Dstrctwd	3,500.00
340552	1	PARKHOUSE TIRE INC.	Ppl Tran/PuplTran/Dstrctwd	5,000.00
340553	1	KENNYS AUTO UPHOLSTERY	Rntl:Oth/PuplTran/Dstrctwd	4,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	4,000.00
340554	1	EDMODO INC.	InstMtls/Instrctn/Chaparal	1,000.00
340555	1	CREATIVE CONTRACTORS	Rntl:Oth/RR:Bldgs/Dstrctwd	41,800.00
340556	1	FARIBORZ, SURUR FAZELI	NPS /NPS /Dstrctwd	1,850.00
340557	1	EBBING, CURTIS AND/OR MARYAM	Residtl /NPS /Dstrctwd	9,200.00
340558	1	ENABLEMART	SpplsNonI/HlthServ/Dstrctwd	42.79
340559	1	ENABLEMART	NonCapEq/SE0thIns/Dstrctwd	1,266.27
340560	1	DELL COMPUTER	NonCapEq/Instrctn/Bergeson	11,622.80
340561	1	OCTA - REDUCED FARE ID	Serv& Op/SE0thIns/Dstrctwd	300.00
340562	13	MILLER MECHANICAL	Refrig /FoodServ/Dstrctwd	65,000.00
340563	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/OsoGrand	11,000.00
340564	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/OsoGrand	4,800.00
340565	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Tijeras	3,500.00
340566	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LFMS	2,000.00
340567	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/DJAMS	500.00
340568	1	OFFICE DEPOT	SpplsNonI/Sch Adm /Cal Prep	1,000.00
			InstMtls/Instrctn/Cal Prep	1,000.00
340569	1	OFFICE DEPOT	SpplsNonI/Sch Adm /FrshStrt	1,000.00
			InstMtls/Instrctn/FrshStrt	1,000.00
340570	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	17,401.00
340571	1	HAAN CRAFTS	InstMtls/Instrctn/LRMS	3,000.00
340572	1	HAAN CRAFTS	InstMtls/Instrctn/AVMS	1,200.00
340573		VOID	VOID	0.00
340574	1	HAAN CRAFTS	InstMtls/Instrctn/DJAMS	1,000.00
340575	1	WAL MART L.N.	InstMtls/Instrctn/LRMS	600.00
340576	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/AVMS	3,100.00

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340577	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DJAMS	2,000.00
340578	1	ORANGE COAST PETRO EQUIP	Rntl:Oth/PuplTran/Dstrctwd	2,000.00
340579	1	MISSION AUTO SERVICE	Rntl:Oth/PuplTran/Dstrctwd	20,000.00
			Rntl:Oth/Dist Veh/Dstrctwd	30,000.00
340580	1	DRIVELINES INCORPORATED	Rntl:Oth/PuplTran/Dstrctwd	1,920.00
			Rntl:Oth/Dist Veh/Dstrctwd	480.00
340581	1	LEARNING SEED LLC	InstMtls/Instrctn/LRMS	400.00
340582	1	DPF FILTERS INC.	Serv& Op/PuplTran/Dstrctwd	34,594.62
			Serv& Op/Dist Veh/Dstrctwd	5,055.38
340583	1	CARLOS GUZMAN INC	Rntl:Oth/PuplTran/Dstrctwd	2,500.00
340584	1	ECOLOGY TIRE	Serv& Op/PuplTran/Dstrctwd	2,000.00
340585	1	EBERHARD EQUIPMENT	Rntl:Oth/Op:Grnds/Dstrctwd	50,000.00
340586	1	BARRETT-ROBINSON INC	Rntl:Oth/RR:Bldgs/Dstrctwd	55,000.00
			SplsNonI/RR:Bldgs/Dstrctwd	20,000.00
340587	1	BUSWEST	Ppl Tran/PuplTran/Dstrctwd	80,000.00
340588	1	CM SCHOOL SUPPLY CO	InstMtls/Instrctn/LRMS	250.00
340589	1	SCHOLASTIC INC	InstMtls/Instrctn/LRMS	424.33
340590	1	CM SCHOOL SUPPLY CO	InstMtls/Instrctn/LRMS	250.00
340591	1	CM SCHOOL SUPPLY CO	InstMtls/Instrctn/LRMS	250.00
340592	1	CM SCHOOL SUPPLY CO	InstMtls/Instrctn/LRMS	250.00
340593	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/MFMS	5,000.00
340594	1	COOLE SCHOOL	InstMtls/Instrctn/VDMMS	2,414.34
340595	1	ADVANCED KEYBOARD TECH INC	SplsNonI/HlthServ/Dstrctwd	238.68
340596	1	ADVANCED KEYBOARD TECH INC	InstMtls/SE0thIns/Dstrctwd	238.68
340597	1	ADVANCED KEYBOARD TECH INC	InstMtls/SE0thIns/Dstrctwd	233.28
340598	1	NASCO WEST	InstMtls/Instrctn/LRMS	600.00
340599	1	PROGRESS PUBLICATIONS	InstMtls/Instrctn/Palisade	554.04
340600		VOID	VOID	0.00
340601	1	APPLE COMPUTER INC	NonCapEq/Supt /Dstrctwd	757.92
340602	25	GLEN PRODUCTS	OthConst/Fac Acq /Dstrctwd	5,981.75
340603	1	IPC USA	Ppl Tran/PuplTran/Dstrctwd	693,000.00
			SplsNonI/Dist Veh/Dstrctwd	207,000.00
340604	1	ABOVE ALL NAMES CONSTRUCTION	Rntl:Oth/RR:Bldgs/Dstrctwd	80,000.00
340605	1	COX COMMUNICATIONS	Cmmnctns/DW Unrst/Dstrctwd	132,108.00
340606	1	STEWART AND ASSOC INC	Rntl:Oth/Op:Grnds/Dstrctwd	170,000.00
340607	1	WATCH D.O.G.S.	InstMtls/Instrctn/Las Palm	225.28
340608	1	CARUS PUBLISHING COMPANY	InstMtls/Instrctn/Las Palm	323.40
340609	1	WEST COAST ARBORISTS INC.	Rntl:Oth/Op:Grnds/Dstrctwd	180,000.00
340610	25	BENS ASPHALT	Bldg Imp/Fac Acq /LRMS	10,475.00
340611	1	BENS ASPHALT	Rntl:Oth/RR:Bldgs/Dstrctwd	650,000.00
340612	1	G.A. DOMINGUEZ	Rntl:Oth/RR:Bldgs/Dstrctwd	250,000.00
340613	25	BENS ASPHALT	Bldg Imp/Fac Acq /SJHHS	10,850.00
340614	14	J.L. COBB PAINTING	Bldg Imp/Fac Acq /AVMS	26,000.00
340615	1	NASCO WEST	InstMtls/Instrctn/VDMMS	750.00
340616	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/VDMMS	1,000.00
340617	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/VDMMS	200.00
340618	1	COASTAL BLUE	InstMtls/Instrctn/VarSites	650.00
340619	1	OFFICE DEPOT	InstMtls/Instrctn/MFMS	2,000.00
340620	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	3,000.00
340621	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/MFMS	2,000.00

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340622	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /SJHHS	15,000.00
340623	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/SCHS	1,750.00
340624	1	JOSTENS	SplsNonI/Pub Info/Dstrctwd	2,659.44
340625		VOID	VOID	0.00
340626	1	EDMENTUM	InstMtls/Instrctn/Marblehd	1,659.00
340627	1	DICK BLICK WEST	InstMtls/Instrctn/MFMS	1,722.48
340628	1	APPERSON EDUCATION PRODUCTS	SplsNonI/Sch Adm /SJHHS	279.96
340629	1	DBQ PROJECT, THE	InstMtls/Instrctn/SJHHS	754.00
340630	1	OFFICE DEPOT	InstMtls/SE0thIns/Dstrctwd	890.89
340631	1	UC REGENTS	CnfrNonI/SupvAdmn/Las Palm	175.00
340632	1	UC REGENTS	CnfrNonI/SupvAdmn/Las Palm	175.00
340633	1	UC REGENTS	CnfrNonI/Instrctn/Las Palm	350.00
340634	1	iDESIGN SOLUTIONS	InstMtls/Instrctn/MFMS	277.48
340635	1	COMPLETE OFFICE OF CA	SplsNonI/Pub Info/Dstrctwd	1,500.00
340636	1	VEX ROBOTICS INC	InstMtls/Instrctn/AVMS	451.52
340637	1	APPERSON EDUCATION PRODUCTS	InstMtls/Instrctn/ArroyoMS	174.00
340638	1	APEX LEARNING INC	Serv& Op/Instrctn/Cal Prep	41,900.00
340639	1	GOPHER ATHLETIC	InstMtls/Instrctn/LFMS	2,774.03
340640	1	LEGO EDUCATION	InstMtls/Instrctn/LRMS	350.69
340641	12	WAL MART L.N.	InstMtls/Instrctn/Dstrctwd	1,000.00
340642	1	ZALESKI, KATHY	Serv& Op/Instrctn/Mission	1,400.00
340643	1	ART MASTERS INC	CnsltSvs/Instrctn/Don Juan	7,195.00
340644	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/LRMS	1,836.00
340645	12	WAL MART L.N.	InstMtls/Instrctn/Dstrctwd	1,000.00
340646	1	NASCO WEST	InstMtls/Instrctn/LRMS	75.59
340647	1	DELL COMPUTER	NonCapEq/Instrctn/Cal Prep	370.30
340648	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	1,000.00
340649	1	DELL COMPUTER	NonCapEq/Instrctn/Cal Prep	2,549.91
340650	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	1,992.48
340651	12	SMART & FINAL IRIS #399	InstMtls/Instrctn/Dstrctwd	1,000.00
340652	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	3,984.96
340653	1	WAL MART L.N.	Serv& Op/Instrctn/Dstrctwd	5,000.00
340654	1	DELL COMPUTER	NonCapEq/Instrctn/LRMS	1,328.32
340655	1	WAL MART L.N.	Serv& Op/Enterprs/Dstrctwd	975.00
340656	1	ASSISTIVE TECHNOLOGY INC	NonCapEq/SE0thIns/Dstrctwd	17,047.26
340657	12	THOMSON REUTERS/BARCLAYS	Serv& Op/Sch Adm /Dstrctwd	150.00
340658	1	CALIFORNIA DEDICATED TO	Conf:Ins/Instrctn/Dstrctwd	280.00
			CnfrNonI/SupvAdmn/Dstrctwd	560.00
340659	1	HENRY SCHEIN INC/MBM	InstMtls/CurAthlt/CVHS	2,619.31
340660	1	CORONA-NORCO UNIFIED SCH	Dues&Mmb/TIS /Dstrctwd	400.00
340661	25	DECISIONINSITE LLC	Serv& Op/Fac Acq /Dstrctwd	38,900.00
340662		VOID	VOID	0.00
340663	1	GOVERNMENT FINANCIAL	Serv& Op/Bus/Fisc/Dstrctwd	2,500.00
340664	11	MCGRAW-HILL/SRA	Bks&Ref /Instrctn/Dstrctwd	446.69
340665	25	PLACEWORKS	BI:CTest/Fac Acq /SJHHS	3,376.20
340666	1	AVID CENTER	Conf:Ins/Instrctn/Dstrctwd	2,676.00
340667	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/CVHS	10,000.00
340668	1	PRAXAIR	SplsNonI/PuplTran/Dstrctwd	1,500.00
340669	1	QUALITY TOWING	Serv& Op/PuplTran/Dstrctwd	5,000.00
			Serv& Op/Dist Veh/Dstrctwd	5,000.00

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PO No.	Fund	Vendor	Description	Amount
340670	1	RED WING SHOE STORE	SplsNonI/PuplTran/Dstrctwd	3,000.00
340671	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /NHMS	1,000.00
340672	1	SAN DIEGO CNTY OFFICE OF EDUC	Serv& Op/Dist Veh/Dstrctwd	10,000.00
340673	1	COMPLETE OFFICE OF CA	SplsNonI/SupvAdmn/Dstrctwd	1,000.00
340674	1	SMOG EXPRESS	Serv& Op/PuplTran/Dstrctwd	2,490.00
			Serv& Op/Dist Veh/Dstrctwd	3,510.00
340675	1	SOUTH COAST AIR QUALITY MGMT	Serv& Op/Dist Veh/Dstrctwd	10,000.00
340676	1	SO COUNTY PROTECTIVE WEAR	SplsNonI/PuplTran/Dstrctwd	5,000.00
340677	1	SOUTHERN COUNTIES LUBRICANTS	Ppl Tran/PuplTran/Dstrctwd	15,855.60
			SplsNonI/Dist Veh/Dstrctwd	5,864.40
340678	1	STARBUCK TRUCK REFINISHING INC	Rntl:Oth/PuplTran/Dstrctwd	30,000.00
340679	1	STATE WATER RESOURCE CTRL BRD	Serv& Op/Dist Veh/Dstrctwd	3,600.00
340680	1	TIFCO INDUSTRIES	Ppl Tran/PuplTran/Dstrctwd	22,010.00
			SplsNonI/Dist Veh/Dstrctwd	8,990.00
340681	1	TOOL STOP & MACHINERY	SplsNonI/PuplTran/Dstrctwd	2,000.00
340682	1	TOXGUARD FLUID TECHNOLOGIES	SplsNonI/Dist Veh/Dstrctwd	5,000.00
340683	1	TRUCPAR CO	Ppl Tran/PuplTran/Dstrctwd	20,000.00
340684	1	UNITED TRANSMISSION EXCHANGE	Ppl Tran/PuplTran/Dstrctwd	25,000.00
340685	1	ZEP MANUFACTURING CO	Ppl Tran/PuplTran/Dstrctwd	5,000.00
340686	1	ACOUSTICAL MATERIAL SERVICES	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
340687	1	P A THOMPSON ENGINEERING CO	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
340688	1	SOUND IMAGE	Rntl:Oth/RR:Bldgs/Dstrctwd	7,000.00
340689	1	SUPPLY LINE BUILDING MATERIALS	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
340690	1	SIEMENS HEARING INST	InstMtls/Instrctn/Dstrctwd	424.00
340691	1	DEQ PROJECT, THE	InstMtls/Instrctn/ANHS	377.00
340692	1	PEARSON EDUCATION	InstMtls/Instrctn/Crn Vlly	671.58
340693	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	24,411.00
			Sub MHBC/NPS /Dstrctwd	81,030.00
			Sub MHBC/PsychSer/Dstrctwd	27,375.00
340694	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	32,561.00
340695	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	3,040.00
340696	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	20,041.00
340697	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	4,240.00
340698	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	22,561.00
340699	1	YELLOWSTONE BOYS & GIRLS RANCH	Residtl /NPS /Dstrctwd	24,090.00
			Sub MHBC/NPS /Dstrctwd	76,650.00
			Sub MHBC/PsychSer/Dstrctwd	31,390.00
340700	1	MINGUS MOUNTAIN ACADEMY	Residtl /NPS /Dstrctwd	9,875.00
			Sub MHBC/NPS /Dstrctwd	13,388.00
			Sub MHBC/PsychSer/Dstrctwd	13,388.00
340701	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	35,088.00
340702	1	MINGUS MOUNTAIN ACADEMY	Residtl /NPS /Dstrctwd	9,875.00
			Sub MHBC/NPS /Dstrctwd	13,388.00
			Sub MHBC/PsychSer/Dstrctwd	13,388.00
340703	1	DEVEREUX - VICTORIA	Residtl /NPS /Dstrctwd	24,925.00
			Sub MHBC/NPS /Dstrctwd	46,645.17
			Sub MHBC/PsychSer/Dstrctwd	46,645.18

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PO No.	Fund	Vendor	Description	Amount
340704	1	WAYSIDE PUBLISHING	9-12Text/Instrctn/Dstrctwd	930.44
340705	1	COMPANION CORP	Rnt&Repr/Libr&Med/Dstrctwd	799.00
			9-12Text/Instrctn/Dstrctwd	499.00
340706	1	VISTA HIGHER LEARNING	9-12Text/Instrctn/Dstrctwd	771.12
340707	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	712.64
340708	1	OXFORD UNIV PRESS	9-12Text/Instrctn/Dstrctwd	1,073.52
340709	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	1,724.21
340710	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	1,236.06
340711	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	1,737.72
340712	1	APPLE TEXTBOOKS	9-12Text/Instrctn/Dstrctwd	889.06
340713	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	1,455.57
340714	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	476.01
340715	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	2,332.80
340716	1	MCGRAW-HILL/SRA	9-12Text/Instrctn/Dstrctwd	6,425.75
340717	1	SKYLIGHT PUBLISHING	9-12Text/Instrctn/Dstrctwd	672.00
340718	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	2,849.85
340719	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	4,071.60
340720	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	3,977.10
340721	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	1,389.15
340722	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	2,351.17
340723	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	1,621.93
340724	1	TIME FOR KIDS	InstMtls/Instrctn/Malcom	1,515.78
340725	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/LRMS	2,900.00
340726	1	SEPULVEDA BLDG MATERIALS	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
340727	1	1ST JON	Rntl:Oth/RR:Bldgs/Dstrctwd	6,000.00
340728	1	A2Z SIGN CO.	SplsNonI/RR:Bldgs/Dstrctwd	1,000.00
340729	1	ACCURATE AIR ENGINEERING	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
340730	1	AIR CONDITIONING CONTROL SYS	Rntl:Oth/RR:Bldgs/Dstrctwd	7,500.00
340731	1	VAUGHN IRRIGATION SERVICES INC	Rntl:Oth/RR:Grnds/Dstrctwd	20,000.00
340732	1	VORTEX	Rntl:Oth/PuplTran/Dstrctwd	5,000.00
340733	1	TUTTLE-CLICK FORD	Ppl Tran/PuplTran/Dstrctwd	12,326.25
			Rntl:Oth/PuplTran/Dstrctwd	20,327.50
			SplsNonI/Dist Veh/Dstrctwd	8,217.50
			Rntl:Oth/Dist Veh/Dstrctwd	2,378.75
340734	1	UNIQUE SWEEPING	Rntl:Oth/PuplTran/Dstrctwd	4,000.00
340735	1	A Z BUS SALES INC	Ppl Tran/PuplTran/Dstrctwd	75,500.00
340736	1	BEACH CITIES GLASS INC	Rntl:Oth/PuplTran/Dstrctwd	1,500.00
			Rntl:Oth/Dist Veh/Dstrctwd	1,500.00
340737	1	RINCON TRUCK PARTS	Ppl Tran/PuplTran/Dstrctwd	30,000.00
340738	1	RINCON TRUCK PARTS	Ppl Tran/PuplTran/Dstrctwd	29,825.25
			Rntl:Oth/PuplTran/Dstrctwd	10,143.00
			Rntl:Oth/Dist Veh/Dstrctwd	8,331.75
340739	68	CORVEL ENTERPRISE COMP INC	Serv& Op/Enterprs/Dstrctwd	328,440.00
340740	1	TRIPLE A PUMPING & JETTING	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
340741	1	STORMWATER INDUSTRIES INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
340742	13	ARROW RESTAURANT EQUIPMENT	SmlEquip/FoodServ/Dstrctwd	33,714.74
340743	13	ARROW RESTAURANT EQUIPMENT	SmlEquip/FoodServ/Dstrctwd	7,439.96
340744	13	ARROW RESTAURANT EQUIPMENT	SmlEquip/FoodServ/Dstrctwd	11,655.36
340745	13	CHEFS' TOYS	SmlEquip/FoodServ/CVHS	21,136.64
340746	13	CHEFS' TOYS	SmlEquip/FoodServ/Dstrctwd	3,326.82

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PO No.	Fund	Vendor	Description	Amount
340747	13	PROFIT SOLUTIONS GROUP	SmlEquip/FoodServ/Dstrctwd	8,363.40
340748	13	WEST-LITE SUPPLY CO INC	OpSupp /FoodServ/Dstrctwd	78.08
340749	13	MEDTECH	OpSupp /FoodServ/Dstrctwd	267.76
340750	13	J2 RETAIL SYSTEMS INC.	Compstr /FoodServ/Dstrctwd	9,065.52
340751	13	DESCON	OpSupp /FoodServ/Dstrctwd	3,742.20
340752	13	AFFILIATED PACKAGING SPEC	Food Sup/FoodServ/Dstrctwd	2,775.18
340753	13	EDUCATION MANAGEMENT SYSTEMS	CntrctFd/FoodServ/Dstrctwd	25,160.00
340754	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Malcom	7,500.00
340755	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/LRMS	555.00
340756	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Malcom	1,500.00
340757	1	OCEAN INSTITUTE	FieldTrp/Instrctn/Bathgate	1,215.00
340758	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/AVMS	400.00
340759	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /SMS	18.63
340760	1	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	500.00
340761	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	215.00
340762	13	SANTA MARGARITA FORD	LrgeEquip/FoodServ/Dstrctwd	23,654.16
340763	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Prsnl:HR/Dstrctwd	2,000.00
340764	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	370.00
340765	12	OFFICE DEPOT	SplsNonI/SupvAdmn/Dstrctwd	1,000.00
340766	12	OFFICE DEPOT	SplsNonI/SupvAdmn/Dstrctwd	1,000.00
340767	1	SCIENCE @ OC	Conf:Ins/Instrctn/Dstrctwd	3,555.00
			Conf:Ins/Enterprs/Dstrctwd	3,950.00
340768	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	375.00
340769	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	750.00
340770	1	CINTAS DOCUMENT MANAGEMENT	Serv& Op/Warehse /Dstrctwd	7,800.00
340771	1	TRANSPORTATION CHARTER SERVICE	Charter /DW Undst/Dstrctwd	30,000.00
340772	1	VERIZON WIRELESS	Cmmnctns/Supt /Dstrctwd	500.00
340773	1	VERIZON WIRELESS	SplsNonI/HlthServ/Dstrctwd	32.00
340774	1	ACSA FOUNDATION FOR EDUCATION	Serv& Op/Prsnl:HR/Dstrctwd	8,000.00
340775	1	CASBO	Serv& Op/Prsnl:HR/Dstrctwd	1,000.00
340776	1	CERTIFIED TRANSPORTATION	Charter /DW Undst/Dstrctwd	100,000.00
340777	1	PACIFIC GO NATURAL GAS	Ppl Tran/PuplTran/Dstrctwd	50,000.00
340778	1	NEW PIG	Serv& Op/Dist Veh/Dstrctwd	6,000.00
340779	1	FIRST STUDENT	Charter /DW Undst/Dstrctwd	15,000.00
340780	1	RICKS TRAILER SUPPLY	Rntl:Oth/Dist Veh/Dstrctwd	12,000.00
340781	1	JFK TRANSPORTATION CO INC	Charter /DW Undst/Dstrctwd	25,000.00
340782	1	UNITRAX	Rntl:Oth/PuplTran/Dstrctwd	7,865.00
			Rntl:Oth/Dist Veh/Dstrctwd	5,135.00
340783	1	WESTERN PUMP	Rntl:Oth/PuplTran/Dstrctwd	10,000.00
340784	1	PACIFIC COAST SIGHTSEEING	Charter /DW Undst/Dstrctwd	20,000.00
340785	1	AUTO SHOP EQUIP CO INC	Rntl:Oth/PuplTran/Dstrctwd	8,000.00
340786	1	RUSCO INC	SplsNonI/RR:Bldgs/Dstrctwd	50,000.00
340787	1	HOT DOGGER TOURS INC.	Charter /DW Undst/Dstrctwd	10,000.00
340788	1	RUSCO INC	SplsNonI/RR:Bldgs/Dstrctwd	50,000.00
340789	1	SMARDAN SUPPLY COMPANY	SplsNonI/RR:Bldgs/Dstrctwd	45,000.00
340790	1	BERRY, SCOTT AND/OR JAIME	NPS /NPS /Dstrctwd	13,104.00
340791	1	STRUM, DENISE AND/OR ROBERT	Residtl /NPS /Dstrctwd	2,100.00
340792	1	WIELATH, JOSEPH AND/OR LIVIA	Residtl /NPS /Dstrctwd	2,100.00
340793	1	SILVER STATE COACH INC.	Charter /DW Undst/Dstrctwd	10,000.00
340794	1	ORANGE UNIFIED SCHOOL DISTRICT	Charter /DW Undst/Dstrctwd	5,000.00

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PO No.	Fund	Vendor	Description	Amount
340795	1	BRISTOW, JEFFREY	CnsltNon/PuplTran/Dstrctwd	1,780.00
340796	68	KEENAN & ASSOCIATES	Serv& Op/Enterprs/Dstrctwd	167,570.00
340797	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Lgna Nig	4,519.36
340798	1	THINKING MAPS INC	Serv& Op/Instrctn/Dstrctwd	10,000.00
340799	1	VERIZON WIRELESS	SpplsNonI/Supt /Dstrctwd	151.99
340800	1	SIDELINE POWER	InstMtls/CurAthlt/SJHHS	2,000.00
340801	1	WARDS MEDIA TECH	NonCapEq/Instrctn/Hiddn Hl	30,411.20
340802	1	BSN SPORTS	InstMtls/CurAthlt/SJHHS	9,250.00
340803	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,253.56
340804	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,253.56
340805	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,030.32
340806	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,974.78
340807	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	858.60
340808	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,974.78
340809	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	2,060.64
340810	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,202.04
340811	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	429.30
340812	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	987.39
340813	1	SPEECH & LANGUAGE DEVEL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	11,965.00
340814	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,940.00
340815	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	2,532.87
340816	1	HERITAGE SCHOOLS INC	Residtl /NPS /Dstrctwd	24,411.00
			Sub MHBC/NPS /Dstrctwd	81,030.00
			Sub MHBC/PsychSer/Dstrctwd	27,375.00
340817	1	PARADIGM HEALTH CARE SERVICES	Serv& Op/SupvAdmn/Dstrctwd	900.00
340818	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,974.78
340819	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	815.67
340820	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,244.97
340821	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	858.60
340822	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,073.25
340823	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,330.83
340824	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,202.04
340825	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	2,661.66
340826	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,502.55
340827	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	901.53
340828	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	2,592.97
340829	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	987.39
340830	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,330.83
340831	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,244.97
340832	1	C & L CUSTOM LETTERING	InstMtls/CurAthlt/SJHHS	2,500.00
340833	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	704.05
340834	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	429.30
340835	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,845.99
340836	1	MISSION VALLEY SANITATION	SpplsNonI/CurAthlt/SJHHS	2,000.00
340837	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,545.48
340838	1	MEDCO SCHOOL FIRST AID	InstMtls/CurAthlt/SJHHS	4,000.00
340839	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	3,691.98
340840	1	A-1 AWARDS & ENGRAVING	InstMtls/CurAthlt/SJHHS	2,500.00
340841	1	SIGNS PLUS	SpplsNonI/CurAthlt/SJHHS	1,000.00

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PO No.	Fund	Vendor	Description	Amount
340842	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,159.11
340843	1	CSMi SPORTSWARE	InstMtls/CurAthlt/SJHHS	500.00
340844	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	2,489.94
340845	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	858.60
340846	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	626.78
340847	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,390.93
340848	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	3,176.82
340849	1	HANDWRITING W/O TEARS	K-8Textb/Instrctn/Dstrctwd	1,957.61
340850	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,029.60
340851	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	15,358.45
340852	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	17,070.66
340853	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	8,324.69
340854	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	9,709.24
340855	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	7,881.63
340856	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	9,163.37
340857	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	7,866.91
340858	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	12,843.80
340859	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	7,952.17
340860	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	8,159.16
340861	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,962.97
340862	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	20,058.35
340863	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	9,466.56
340864	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	6,934.35
340865	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	8,090.93
340866	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	9,145.26
340867	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,670.72
340868	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,393.19
340869	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	6,240.51
340870	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,948.25
340871	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	7,268.08
340872	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	10,606.13
340873	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	7,630.86
340874	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	6,642.09
340875	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	7,589.38
340876	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	6,352.52
340877	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	11,468.17
340878	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	8,840.97
340879	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	8,728.95
340880	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	9,145.26
340881	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	9,549.51
340882	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	6,768.81
340883	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	6,949.07
340884	12	DAVID GRANT INC	SplsNonI/Sch Adm /Dstrctwd	543.60
340885	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	907.88
340886	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,855.80
340887	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,223.63
340888	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,443.68
340889	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,619.79
340890	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	8,604.10
340891	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,429.54

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PO No.	Fund	Vendor	Description	Amount
340892	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,817.94
340893	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,860.29
340894	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,721.42
340895	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,383.80
340896	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	9,295.74
340897	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,395.09
340898	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,115.77
340899	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,776.48
340900	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,285.13
340901	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,683.73
340902	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,899.91
340903	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,910.87
340904	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,747.97
340905	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,723.83
340906	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	6,120.24
340907	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,860.17
340908	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,405.97
340909	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,031.49
340910	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,682.97
340911	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,127.86
340912	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,194.84
340913	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,558.64
340914	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,099.12
340915	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,099.12
340916	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,382.16
340917	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,460.13
340918	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,732.30
340919	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	4,077.69
340920	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	3,113.87
340921	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	5,341.89
340922	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	5,018.98
340923	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	560.14
340924	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	1,076.76
340925	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	2,559.60
340926	1	VISTA HIGHER LEARNING	9-12Text/Instrctn/Dstrctwd	771.12
340927	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	822.96
340928	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	1,925.37
340929	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	2,331.18
340930	1	MPS	9-12Text/Instrctn/Dstrctwd	8,805.89
340931	1	MPS	9-12Text/Instrctn/Dstrctwd	13,208.83
340932	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	2,850.49
340933	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	1,621.93
340934	1	VISTA HIGHER LEARNING	9-12Text/Instrctn/Dstrctwd	1,927.80
340935	1	WAYSIDE PUBLISHING	9-12Text/Instrctn/Dstrctwd	232.61
340936	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	1,815.26
340937	1	MCGRAW-HILL/SRA	9-12Text/Instrctn/Dstrctwd	11,226.17
340938	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	5,161.81
340939	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	2,611.44
340940	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	6,860.16
340941	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	594.00

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PO No.	Fund	Vendor	Description	Amount
340942	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	8,024.94
340943	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	10,568.34
340944	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	1,132.11
340945	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	2,442.96
340946	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	2,319.68
340947	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	2,259.04
340948	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	2,587.68
340949	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	3,788.10
340950	1	K12SAVINGS.COM	9-12Text/Instrctn/Dstrctwd	1,827.36
340951	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	2,280.39
340952	1	MCGRAW-HILL/SRA	9-12Text/Instrctn/Dstrctwd	895.28
340953	1	DAWN SIGN PRESS	9-12Text/Instrctn/Dstrctwd	2,067.66
340954	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	7,991.84
340955	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	4,228.45
340956	1	SKYLIGHT PUBLISHING	9-12Text/Instrctn/Dstrctwd	5,351.27
340957	1	VISTA HIGHER LEARNING	9-12Text/Instrctn/Dstrctwd	2,698.92
340958	1	SUPERIOR TEXT	9-12Text/Instrctn/Dstrctwd	1,663.20
340959	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	986.63
340960	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	539.46
340961	1	APPLE TEXTBOOKS	9-12Text/Instrctn/Dstrctwd	1,336.61
340962	1	CENGAGE LEARNING	9-12Text/Instrctn/Dstrctwd	2,288.09
340963	1	MCGRAW-HILL/SRA	9-12Text/Instrctn/Dstrctwd	8,187.65
340964	1	W W NORTON & CO INC	9-12Text/Instrctn/Dstrctwd	21,189.87
340965	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	326.28
340966	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	162.00
340967	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	2,386.26
340968	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	6,682.01
340969	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	3,788.15
340970	1	CENGAGE LEARNING	9-12Text/Instrctn/Dstrctwd	1,957.82
340971	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	550.66
340972	1	HOUGHTON MIFFLIN CO	9-12Text/Instrctn/Dstrctwd	367.69
340973	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	835.65
340974	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	3,181.68
340975	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	2,621.86
340976	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	9,856.40
340977	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	10,359.47
340978	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	3,706.20
340979	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	2,668.84
340980	1	VERNIER SOFTWARE	InstMtls/Instrctn/Tesoro	3,046.79
340981	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Tesoro	295.28
340982	1	IMAGE 2000	InstMtls/Instrctn/Las Palm	435.72
340983	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Tesoro	619.00
340984	1	EASTBAY TEAM SALES	InstMtls/CurAthlt/ANHS	559.20
340985	1	SATCO SUPPLY	InstMtls/Instrctn/FNMS	296.09
340986	25	CULVER-NEWLIN	F&EInstl/Fac Acq /SCHS	37,906.25
340987	1	AAA ELECTRIC MOTOR SALES	Rntl:Oth/RR:Bldgs/Dstrctwd	5,000.00
340988	1	PRECISION SPEEDOMETER SR	Rntl:Oth/PuplTran/Dstrctwd	3,024.00
			Rntl:Oth/Dist Veh/Dstrctwd	576.00
340989	1	GOPHER ATHLETIC	InstMtls/Instrctn/MFMS	2,829.11
340990	1	SPARTAN TOOL DIVISION	Rntl:Oth/RR:Bldgs/Dstrctwd	10,000.00

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PO No.	Fund	Vendor	Description	Amount
340991	1	RADIO SHACK	SplsNonI/RR:Bldgs/Dstrctwd	2,500.00
340992	1	AIS SPECIALTY PRODUCTS INC.	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
340993	1	ARC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
340994	1	ASSOC BUSINESS PRODUCTS	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
340995	1	CULVER-NEWLIN	InstMtls/Instrctn/MFMS	6,692.54
340996	1	BATTERIES PLUS	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
340997	1	ALPHA SOUND AND LIGHTING	SplsNonI/RR:Bldgs/Dstrctwd	30,000.00
340998	68	CULVER-NEWLIN	SplsNonI/Enterprs/Dstrctwd	5,000.00
340999	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/SEOthIns/Dstrctwd	459.00
341000	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	433.92
341001	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	304.32
341002	1	DELL COMPUTER	NonCapEq/SEOthIns/Dstrctwd	3,654.42
341003	1	CDWG Inc	SplsNonI/Sch Adm /SJHHS	29.88
341004	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/Tesoro	2,671.07
341005	1	NASCO WEST	InstMtls/Instrctn/Tesoro	374.98
341006	1	NASCO WEST	InstMtls/Instrctn/RH Dana	258.53
341007	1	DEMCO	SplsNonI/Sch Adm /DHHS	67.38
341008	1	ENABLEMART	InstMtls/SEOthIns/Dstrctwd	152.28
341009	1	ARBOR SCIENTIFIC	InstMtls/Instrctn/Tesoro	930.85
341010	1	GOPHER ATHLETIC	InstMtls/Instrctn/Del Obis	626.45
341011	1	GOPHER ATHLETIC	InstMtls/Instrctn/Chaparal	267.62
341012	1	FOLLETT SOFTWARE CO	InstMtls/Instrctn/CapoHome	85.29
341013	1	CULVER-NEWLIN	InstMtls/Libr&Med/OsoGrand	2,236.25
341014	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	1,560.96
341015	1	CULVER-NEWLIN	SplsNonI/SupvAdmn/Dstrctwd	280.80
341016	1	CULVER-NEWLIN	NonCapEq/Instrctn/LRMS	1,299.99
341017	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	1,178.20
341018	1	CULVER-NEWLIN	NonCapEq/SupvAdmn/Dstrctwd	2,880.36
341019	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	1,050.28
341020	1	CULVER-NEWLIN	NonCapEq/SupvAdmn/Dstrctwd	795.86
341021	1	CULVER-NEWLIN	SplsNonI/Sch Adm /AVMS	484.88
341022	1	B & H PHOTOGRAPHY	SplsNonI/Sch Adm /CVHS	89.07
341023	1	CALIFORNIA WESTERN VISUALS	NonCapEq/Instrctn/GrgWhite	12,269.09
341024	1	AUDIO DYNAMIX INC	InstMtls/Instrctn/Chaparal	2,561.92
341025	1	DISCOUNT TWO-WAY RADIO CORP.	SplsNonI/Sch Adm /VdelMarE	357.35
341026	1	MOBILE COMMUNICATION REPAIR	Rntl:Oth/PuplTran/Dstrctwd	9,225.00
341027	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	4,275.73
341028	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	16,376.34
341029	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	1,303.29
341030	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	5,262.68
341031	1	PEARSON EDUCATION	9-12Text/Instrctn/Dstrctwd	2,716.66
341032	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	1,293.85
341033	1	HOUGHTON MIFFLIN CO	K-8Textb/Instrctn/Dstrctwd	643.63
341034	1	PEARSON EDUCATION	K-8Textb/Instrctn/Dstrctwd	628.93
341035	1	TEXTBOOK WAREHOUSE	K-8Textb/Instrctn/Dstrctwd	247.59
341036	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	935.12
341037	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	324.26
341038	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	285.12
341039	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	1,729.38
341040	13	VERIZON WIRELESS	Cmmnctns/FoodServ/Dstrctwd	24.00

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341041	1	GEARY PACIFIC CORP	SplsNonI/RR:Bldgs/Dstrctwd	5,950.15
341042	1	NSI ACADEMY	Residtl /NPS /Dstrctwd	24,999.00
			Sub RTC /NPS /Dstrctwd	6,376.00
			Sub MHBC/NPS /Dstrctwd	36,512.76
			Sub MHBC/PsychSer/Dstrctwd	43,815.24
341043	1	TERI INC - THE COUNTRY SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	24,769.00
341044	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	9,401.00
341045	1	MARDAN SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	9,401.00
341046	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	23,441.00
341047	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	22,581.00
341048	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	20,041.00
341049	1	FOLLETT SCHOOL SOLUTIONS INC	Serv& Op/Libr&Med/Dstrctwd	165,439.50
341050	1	CULVER-NEWLIN	NonCapEq/Instrctn/LRMS	3,203.39
341051		VOID	VOID	0.00
341052		VOID	VOID	0.00
341053		VOID	VOID	0.00
341054	1	LEARNING A-Z	NonCapEq/SEOthIns/Dstrctwd	13,813.93
341055	1	SOUTHWEST SCHOOL SUPPLY	St Rcpts/Undesig /Dstrctwd	388.80
341056	1	NATIONAL NETWORK OF DIGITAL	K-8Textb/Instrctn/Dstrctwd	35,000.00
341057	1	i-SAFE INC	InstMtls/Instrctn/Dstrctwd	3,825.00
341058	1	DAY LITE MAINTENANCE	Rntl:Oth/RR:Bldgs/Dstrctwd	20,000.00
341059	1	J.L. COBB PAINTING	Rntl:Oth/RR:Bldgs/Dstrctwd	220,000.00
341060		VOID	VOID	0.00
341061	1	ENABLING DEVICES	InstMtls/SEOthIns/Dstrctwd	983.16
341062	1	TECH4LEARNING	Serv& Op/Instrctn/Malcom	279.00
341063	1	DELL COMPUTER	InstMtls/Instrctn/MFMS	1,660.40
341064		VOID	VOID	0.00
341065	1	DELL COMPUTER	InstMtls/Instrctn/SCHS	1,744.19
341066	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/VDMMS	2,343.60
341067	1	LENOVO	NonCapEq/TIS /Dstrctwd	783.41
341068	1	NATIONAL BUSINESS INST	CnfrNonI/SupvAdmn/Dstrctwd	199.00
341069	1	COALITION FOR ADEQUATE SCHOOL	CnfrNonI/FacPlann/Dstrctwd	249.00
341070	1	PC MALL GOV	SplsNonI/TIS /Dstrctwd	179.88
341071	1	STONEWARE INC.	Serv& Op/TIS /Dstrctwd	5,575.00
341072	1	IDEAL COMPUTER SOUTH INC	Serv& Op/TIS /Dstrctwd	6,870.00
341073	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/AVMS	1,004.40
341074	1	PACIFIC MH CONSTRUCTION INC.	Rntl:Oth/RR:Bldgs/Dstrctwd	70,000.00
341075	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/NHMS	734.40
341076	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/Enterprs/NHMS	334.80
341077	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/NHMS	3,607.20
341078	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/NHMS	4,406.40
341079	13	DELL COMPUTER	Comptr /FoodServ/Dstrctwd	294.39
341080	25	PACIFIC MH CONSTRUCTION INC.	Bldg Imp/Fac Acq /LRMS	8,460.00
341081	1	CULVER-NEWLIN	InstMtls/Instrctn/Las Palm	652.02

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341082	1	CULVER-NEWLIN	NonCapEq/Instrctn/OsoGrand	2,153.95
341083	1	DON JOHNSTON INC	InstMtls/SE0thIns/Dstrctwd	436.91
341084	1	CREATIVE CONTRACTORS	Serv& Op/RR:Bldgs/OsoGrand	995.00
341085	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	1,000.00
341086	1	SPECTRUM CENTER ROSSIER PARK	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	7,691.00
341087	1	OLIVE CREST ACADEMY CANAL ELEM	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	20,001.00
341088	1	OCEANVIEW SCHOOL	NPS /NPS /Dstrctwd	24,999.00
			Sub NPS /NPS /Dstrctwd	19,561.00
341089	12	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Dstrctwd	1,000.00
341090	25	CAMCOR INC	OthConst/Fac Acq /SJHHS	9,978.66
341091	12	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	7,000.00
341092	12	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Dstrctwd	7,000.00
341093	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/NHMS	6,000.00
341094	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/HankeyES	2,000.00
341095	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/HankeyMS	2,000.00
341096	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Oak Grv	5,300.00
341097	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /AVMS	250.00
			InstMtls/Instrctn/AVMS	250.00
341098		VOID	VOID	0.00
341099	1	OFFICE DEPOT	InstMtls/Instrctn/AVMS	750.00
			SplsNonI/Sch Adm /AVMS	750.00
341100		VOID	VOID	0.00
341101	1	NASCO WEST	InstMtls/Instrctn/AVMS	68.47
341102	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	150.00
341103	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	175.00
341104	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	120.00
341105	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	120.00
341106	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	120.00
341107	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	150.00
341108	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	170.00
341109	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	150.00
341110	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	165.00
341111	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	240.00
341112	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	150.00
341113	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	150.00
341114	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	120.00
341115	12	SPARKLETTS	SplsNonI/Sch Adm /Dstrctwd	120.00
341116	1	APPLE COMPUTER INC	NonCapEq/TIS /Dstrctwd	2,895.84
341117	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/SupvAdmn/Dstrctwd	195.00
341118	1	NASCO WEST	InstMtls/Instrctn/DJAMS	1,377.93
341119	1	DICK BLICK WEST	SplsNonI/Enterprs/SCHS	1,175.98
341120	1	PRO-ED	SplsNonI/Spch Aud/Dstrctwd	120.36
341121	1	SKYLIGHT PUBLISHING	Bks&Ref /Instrctn/Tesoro	220.00
341122	11	CAPISTRANO LAGUNA BEACH ROP	InstMtls/Instrctn/Dstrctwd	35.00
341123	13	GOLD STAR FOODS INC	FdPrshbl/FoodServ/Dstrctwd	75,000.00
341124	13	SYSCO RIVERSIDE INC.	OpSupp /FoodServ/Dstrctwd	10,000.00
341125	1	OFFICE DEPOT	SplsNonI/Libr&Med/Dstrctwd	2,000.00
341126	1	HOTMATH INC	Serv& Op/Instrctn/ArroyoMS	285.00

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341127	1	SCHOOL MATE	InstMtls/Instrctn/Hiddn Hl	908.75
341128		VOID	VOID	0.00
341129		VOID	VOID	0.00
341130	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Las Palm	1,074.84
341131	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LFMS	6,000.00
341132	1	ENABLEMART	InstMtls/SE0thIns/Dstrctwd	2,786.84
341133	1	HEINEMANN	Bks&Ref /Instrctn/Viejo	2,610.00
341134	1	VERIZON WIRELESS	Rntl:Oth/RR:Bldgs/Dstrctwd	35,000.00
341135	1	BEACH CITIES GLASS INC	Rntl:Oth/RR:Bldgs/Dstrctwd	30,000.00
341136	1	PYRAMID WIRE & CABLE INC.	SpplsNonI/RR:Bldgs/Dstrctwd	30,000.00
341137	1	CLARK SECURITY PRODUCTS	SpplsNonI/RR:Bldgs/Dstrctwd	30,000.00
341138	1	CALPERS FISCAL SERVICES DIV.	PERS:CL /Aid:Inst/Dstrctwd	3,887.00
341139	1	PROSURFACE	Rntl:Oth/RR:Bldgs/Tesoro	46,980.00
341140		VOID	VOID	0.00
341141		VOID	VOID	0.00
341142		VOID	VOID	0.00
341143	1	CONCRETE COATING SPECIALISTS	Rntl:Oth/RR:Bldgs/ANHS	27,116.00
341144	1	ADVANCED KEYBOARD TECH INC	InstMtls/SE0thIns/Dstrctwd	710.08
341145	1	BANK OF AMERICA NATIONAL	Debt Ser/Dbt Serv/Dstrctwd	42,796.15
			Debt-Int/Dbt Serv/Dstrctwd	7,019.45
341146	1	CLEAR SOURCE IT	NonCapEq/TIS /Dstrctwd	3,078.00
341147	1	SCHOOL SERVICES OF CALIFORNIA	CnfrNonI/SupvAdmn/Dstrctwd	255.00
341148	25	MK ENGINEERING GROUP	BI:Const/Fac Acq /SJHHS	4,436.00
341149	1	ADVANCED KEYBOARD TECH INC	NonCapEq/SE0thIns/Dstrctwd	232.83
341150	25	VANGUARD FLOORING INC	Bldg Imp/Fac Acq /LRMS	4,590.00
341151	1	HANDWRITING W/O TEARS	InstMtls/Instrctn/Del Obis	140.42
341152	1	TRAMES SOLUTIONS INC.	Serv& Op/FacPlann/SMS	3,000.00
341153	1	LAKESHORE LEARNING MATERIALS	InstMtls/Instrctn/Hiddn Hl	318.00
341154		VOID	VOID	0.00
341155		VOID	VOID	0.00
341156	1	COCHLEAR	SpplsNonI/HlthServ/Dstrctwd	138.80
341157		VOID	VOID	0.00
341158	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	2,689.03
341159	1	PHONAK INC	SpplsNonI/HlthServ/Dstrctwd	1,760.96
341160	1	PHONAK INC	NonCapEq/Instrctn/Dstrctwd	1,813.88
341161	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	250,000.00
341162	1	VANGUARD FLOORING INC	Rntl:Oth/RR:Bldgs/Dstrctwd	55,000.00
341163	1	OFFICE DEPOT	SpplsNonI/Purch /Dstrctwd	55.97
341164	1	HAGOP AND HAYA SAKADJIAN	Serv& Op/SE0thIns/Dstrctwd	17,500.00
			Legal /SupvAdmn/Dstrctwd	12,500.00
341165	1	SIGNS BY CREATIONS UNLIMITED	SpplsNonI/RR:Bldgs/Dstrctwd	10,000.00
341166	1	PYRAMID WIRE & CABLE INC.	Rntl:Oth/RR:Bldgs/VDMMS	766.85
341167	1	WORLD OF AWNINGS & CANOPIES	Rntl:Oth/RR:Bldgs/LRMS	4,176.00
341168	1	COASTAL BLUE	Rntl:Oth/RR:Bldgs/Dstrctwd	2,000.00
341169	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	518.25
341170	1	COUNTY OF ORANGE-WASTE MNGT	Op&Hskpg/Opr:Util/Dstrctwd	15,000.00
341171	1	DAL TILE	SpplsNonI/RR:Bldgs/Dstrctwd	2,000.00
341172	1	DOHENY BUILDERS SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	1,000.00
341173	1	HD SUPPLY	SpplsNonI/RR:Bldgs/Dstrctwd	13,000.00
341174	1	WHITE CAP INDUSTRIES INC	SpplsNonI/RR:Bldgs/Dstrctwd	6,000.00

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341175	1	TIFCO INDUSTRIES	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
341176	1	HEADSETS.COM	SplsNonI/RR:Bldgs/Dstrctwd	1,000.00
341177	1	J & J DOOR CLOSER SERVICE INC	Rntl:Oth/RR:Bldgs/Dstrctwd	3,000.00
341178	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	340.34
341179	1	LESLIE'S POOL SUPPLY	SplsNonI/RR:Bldgs/Dstrctwd	2,500.00
341180	1	MAR VAC ELECTRONICS	SplsNonI/RR:Bldgs/Dstrctwd	2,000.00
341181	1	NATIONAL READY MIXED CONCRETE	SplsNonI/RR:Bldgs/Dstrctwd	3,000.00
341182	1	PACIFIC SUPPLY COMPANY	SplsNonI/RR:Bldgs/Dstrctwd	4,000.00
341183	1	PARR LUMBER	SplsNonI/RR:Bldgs/Dstrctwd	12,000.00
341184	1	PRAXAIR	SplsNonI/RR:Bldgs/Dstrctwd	1,500.00
341185	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	501.11
341186	1	PRIME FABRICATION	Rntl:Oth/RR:Bldgs/Dstrctwd	1,200.00
341187	1	SOUTH COAST ANSWERING SERVICE	Cmmnctns/M&OResOH/Dstrctwd	3,000.00
341188	1	SO COUNTY PROTECTIVE WEAR	SplsNonI/RR:Bldgs/Dstrctwd	3,000.00
341189	1	SUMMIT SUPPLY CORP	SplsNonI/RR:Bldgs/Dstrctwd	1,200.00
341190	1	ULINE	SplsNonI/RR:Bldgs/Dstrctwd	1,200.00
341191	1	VERIZON WIRELESS	SplsNonI/RR:Bldgs/Dstrctwd	1,200.00
341192	1	VISTA PAINT & WALLCOVERING	SplsNonI/RR:Bldgs/Dstrctwd	5,000.00
341193	1	WESTERN ILLUMINATED PLASTIC	SplsNonI/RR:Bldgs/Dstrctwd	13,000.00
341194	1	WON-DOOR CORPORATION	Rntl:Oth/RR:Bldgs/Dstrctwd	1,600.00
341195	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	13,352.67
341196	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	20.87
341197	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	659.44
341198	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	1,169.83
341199	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/Tesoro	1,924.65
341200	1	INSIGHT SYSTEMS EXCHANGE	SplsNonI/TIS /Dstrctwd	669.60
341201	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/LFMS	1,046.92
341202	1	GOPHER ATHLETIC	SplsNonI/Sch Adm /LRMS	379.08
341203	1	GILBERT & STEARNS INC	SplsNonI/TIS /Dstrctwd	755.42
			Rntl:Oth/TIS /Dstrctwd	1,944.58
341204	1	CDWG Inc	InstMtls/Instrctn/SCHS	2,546.83
341205	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	178.46
341206	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	197.19
341207	1	MHS RESEARCH DEPARTMENT	InstMtls/Instrctn/VDMMS	172.80
341208	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/Tesoro	957.25

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Warrant Number	Name of Payee	Reference Number	Amount
199364	CBT NUGGETS LLC	PO-340068	3,998.00
199365	FIRST STUDENT INC.	CL-140594	721.81
		CL-140595	406.01
		CL-140596	526.31
199366	JFK TRANSPORTATION CO INC	CL-140593	2,200.00
199367	LYRIS TECHNOLOGIES INC	PO-340069	2,863.00
199368	OCEAN INSTITUTE	CL-140590	1,408.00
199369	ORANGE CTY DEPT EDUC	CL-140591	640.75
199370	PALI MOUNTAIN INSTITUTE	PO-340009	5,000.00
199371	TRANSPORTATION CHARTER SERVICE	CL-140592	813.70
199372	OPPORTUNITY FOR LEARNING	CL-140582	86,325.00
		CL-140583	2.43
199373	ABOVE ALL NAMES CONSTRUCTION	CL-140732	8,688.75
199374	ASSURED FIRE SYSTEMS	CL-140215	1,320.00
199375	BOWIE ARNESON WILES &	CL-140219	7,333.84
199376	CITY OF SAN JUAN CAPISTRANO	CL-140221	2,448.25
		CL-140774	5,977.91
199377	MOULTON NIGUEL WATER	CL-140760	15,675.70
199378	PACIFIC ROOFING SYSTEMS	CL-140733	23,690.25
		CL-140779	57,643.50
199379	SANTA MARGARITA WATER	CL-140769	1,882.22
199380	SO CAL GAS CO	CL-140246	8,136.93
199381	WEST COAST ARBORISTS INC.	CL-140383	4,134.00
199382	BARRETT, JANET S	CL-140649	43.42
199383	BOSIO, DANIELLA	CL-140650	41.14
199384	CARBAJAL ELLIOT, EVANGELINE	CL-140652	26.66
199385	DAGGETT, LEIGH-ANNE	CL-140651	373.73
199386	LARSON, LINDA J	CL-140653	95.00
199387	LEIBELSHON, SARA	CL-140655	162.48
199388	ORANGE COUNTY DEPT OF EDUCATIO	CL-140676	50.00
199389	PATTERSON, MARC	CL-140597	828.58
199390	SLEE, ELISA	CL-140658	97.89
199391	TOKATLIAN, JODIE	CL-140660	460.00
199392	WILMOT, ERICA	CL-140663	115.00
199393	WINGEN, TAMARAH	CL-140602	461.88
199394	CalPERS	PO-340384	5,458.49
199395	METROPOLITAN EMPLOYEES	PO-340308	3,820,123.32
		PO-340401	20,676.00
199396	MILLER MECHANICAL	CL-140334	3,023.52
		CL-140744	343.74
199397	MISSION AUTO SERVICE	CL-140336	1,980.50
199398	MUSIC & ARTS	CL-140338	331.42
199399	NATIONAL CONTROLS INC	CL-140339	1,413.90
199400	NATIONAL NETWORK OF DIGITAL	CL-140340	225.00

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Warrant Number	Name of Payee	Reference Number	Amount
199401	NILES BIOLOGICAL	-	
		CL-140341	112.65
		CL-140342	460.21
199402	NILES BIOLOGICAL	CL-140342	30.29
199403	ORANGE COUNTY PROBATION DEPT	CL-140343	2,100.00
199404	PAC TYPEWRITER & COMM	CL-140344	3,620.81
199405	PATHWAY COMMUNICATIONS LTD.	CL-140346	170.64
		CL-140347	458.78
		CL-140348	883.23
		CL-140349	341.28
		CL-140350	2,649.67
199406	PEARSON ASSESSMENTS	CL-140352	460.58
199407	PEARSON EDUCATION	CL-140354	180.91
199408	PEARSON EDUCATION	CL-140355	3,178.85
199409	PEARSON EDUCATION INC.	CL-140351	637.48
199410	PERMA-BOUND	CL-140356	1,499.28
199411	PHONAK INC	CL-140357	234.39
199412	PYRAMID WIRE & CABLE INC.	CL-140358	883.40
		CL-140359	2,730.09
199413	SCHOLASTIC LIBRARY PUBLISHING	CL-140362	1,985.84
199414	SIERRA SOIL	CL-140363	486.00
199415	SMARDAN SUPPLY COMPANY	CL-140364	267.53
		CL-140365	647.26
199416	SO COAST DISTRIBUTING CO	CL-140366	6,459.91
199417	SOUTH COAST AIR QUALITY MGMT	CL-140367	249.78
199418	SPORTS FACILITIES GROUP INC	CL-140368	4,079.60
199419	THYSSENKRUPP ELEVATOR CORP	CL-140369	1,580.86
199420	TUTTLE-CLICK FORD	CL-140370	933.60
199421	US GAMES	CL-140372	1,542.20
199422	WATERLINES TECHNOLOGIES INC	CL-140207	1,837.08
		CL-140208	776.33
		CL-140500	1,055.87
		CL-140501	8,685.63
199423	WHITE CAP	CL-140373	737.73
		CL-140374	69.56
		CL-140375	446.65
199424	YORK INDUSTRIES	CL-140376	422.17
		CL-140377	1,509.43
199425	PEARSON EDUCATION	CL-140353	764.82
199426	ADLER, KYLE	CL-140677	89.00
199427	BERRY, ERIKA	CL-140679	93.00
199428	BRYAN, CLAYTON	CL-140680	104.00
199429	BURKE, BRIDGET	CL-140681	39.61
199430	COLE, BRANDON	CL-140682	16.00
199431	CRUZ, MANUEL	CL-140683	20.00

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Warrant Number	Name of Payee	Reference Number	Amount
199432	DOMASIN, NOAH	CL-140684	18.00
199433	DOUGHERTY, JOLENE	CL-140685	56.32
199434	FOUCART, PAUL	CL-140686	898.52
199435	FUKUBAYASHI, MARK	CL-140687	60.00
199436	GARCIA, ISABEL	CL-140688	15.00
199437	GONZALES, JENNY	CL-140710	455.45
199438	HAKIM, LINDA	CL-140713	18.00
199439	HICKMAN, ZACHARY	CL-140712	88.00
199440	JOHNSON, CHRIS	CL-140715	13.00
199441	KOURACOS, NICHOLAS	CL-140716	84.00
199442	MANELSKI, IAN	CL-140718	20.00
199443	MCNAMARA, SEAN P	CL-140719	6.70
199444	MORRIS, FAITH	CL-140721	1,421.00
		CL-140722	48.41
199445	O'LEARY, DARLA	CL-140723	385.95
199446	PHILLIPS, BRETT	CL-140724	62.00
199447	PINE, RILEY	CL-140725	18.00
199448	ROBINSON, LAUREN	CL-140726	17.00
199449	ROMANO HANNAH	CL-140727	16.96
199450	ROSIN, SAMUEL	CL-140728	117.00
199451	SIKSEK, AHMAD	CL-140730	18.00
199452	STETTER, JAKE	CL-140734	80.00
199453	STIRLING, ROBERT	CL-140735	25.53
199454	SZCZUDLAK, LISA	CL-140737	41.63
199455	WATTS, BEAU	CL-140740	20.00
199456	ZIMMRERMANN, JULIE	CL-140742	89.00
199457	VIOLETTE, JAN	CL-140739	50.00
199458	BARTELL, AMY	CL-140678	350.00
199459	GURRAM, MALLIKARJUNA	CL-140711	790.00
199460	LOPEZ, GRACIELA	CL-140717	445.00
199461	MEITZLER, JILL	CL-140720	93.63
199462	SCHWARTZ, ELIZABETH	CL-140729	250.00
199463	SINOHUI, NAKAI	CL-140731	464.00
199464	ST. HILAIRE, ROBIN	CL-140714	350.00
199465	STONE, HOWARD	CL-140736	235.00
199466	TORRES, JOY	CL-140738	345.00
199467	WHITTEMBURY, GISELA	CL-140741	115.00
199468	ALBELO, RAFAEL	CL-140654	133.28
199469	ATCHUE, JENNIFER	CL-140745	87.92
199470	BALLESTEROS, CIRA	CL-140748	70.56
199471	BARTALUZZI, SAMUEL	CL-140746	11.76
		CL-140747	27.44
199472	BENTO, KATHERYN	CL-140656	24.64
199473	BRACKMAN, MICHELLE	CL-140657	100.24
199474	CHOI, EUN YOUNG	CL-140750	87.36

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199475	COX, WILLIAM A	CL-140751	105.84
199476	CUNNINGHAM, CHADWICK	CL-140752	103.60
199477	ELKINS, KAREN	CL-140659	300.72
199478	ELLIS, SHAWNA	CL-140753	93.52
199479	FFRENCH, ANDREA	CL-140754	44.80
199480	FLYNN, MARGARET	CL-140661	175.84
199481	GOLDBECK, MELISSA	CL-140662	109.76
199482	GRAY, LISA	CL-140755	84.56
199483	HAACK, KATHI	CL-140756	95.76
199484	HACKER, COLIN	CL-140757	87.92
199485	HARRISON, EVA	CL-140665	8.96
199486	JOHNSON, DAWN	CL-140758	138.88
199487	KAROLYS, ANDREA	CL-140666	445.76
199488	KELLMAN, KATHLEEN	CL-140667	147.28
199489	MALONE, JULEE	CL-140668	579.04
199490	MATIENZO, NINA RIE	CL-140669	108.64
199491	MILANO, JULIE	CL-140670	11.20
199492	PERRY, CYNTHIA	CL-140762	36.96
199493	PETERSON, DEBRA	CL-140763	104.16
199494	RIDDLE, JUANITA	CL-140671	33.60
199495	ROCHE, ANN	CL-140672	174.16
199496	SIMPSON, LORI	CL-140764	89.60
199497	STIRLING, ROBERT	CL-140765	96.88
199498	THORNBURG, QUIN	CL-140766	70.56
199499	TURNEY, JASON	CL-140673	36.96
199500	WANDERS, MICHELLE	CL-140674	8.96
199501	WEBSTER, ANNE	CL-140770	64.40
199502	WENTZEL, KORY	CL-140771	123.76
199503	WILLEY, ELIZABETH	CL-140675	6.72
199504	WISEMAN, HOLLY	CL-140776	68.32
199505	WOBST, JUDY	CL-140772	5.04
199506	WOODLAND, LISA	CL-140773	126.34
		CL-140775	84.22
199507	CENTENO, CELINA	CL-140749	20.16
199508	HARMAN, NANCY	CL-140664	76.16
199509	JURDI, GHADA	CL-140761	10.08
199510	TRAN, RUTH	CL-140767	5.04
199511	ADDEMAN, ARTURO J	CL-140780	8,717.00
199512	BARRETT-ROBINSON INC	CL-140781	2,642.03
		CL-140782	557.47
199513	CALIF STEEPLEJACK & PAINTING	CL-140271	8,954.35
		CL-140272	370.55
199514	CLEAN SOURCE	CL-140783	3,016.00
199515	COMPLETE OFFICE OF CA	CL-140784	59.83

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199516	EBERHARD EQUIPMENT	CL-140787	346.79
		CL-140788	5,000.00
		CL-140789	1,543.46
199517	GAMMILL ELECTRIC INC.	CL-140791	21,900.00
199518	GLEN PRODUCTS	CL-140792	14,418.58
199519	HIRSCH PIPE & SUPPLY	CL-140793	0.65
		CL-140794	4,095.04
199520	HYDRO-SCAPE PRODUCTS INC	CL-140315	301.03
		CL-140795	937.06
199521	IPC USA	CL-140796	21,375.41
199522	J W PEPPER & SON INC	CL-140797	249.33
		CL-140798	32.40
		CL-140799	8.78
199523	JACKRIS PUBLISHING, LLC	CL-140800	75.98
199524	JOHN DEERE LANDSCAPES	CL-140801	733.23
199525	JOSTENS	CL-140803	0.35
		CL-140804	9.00
		CL-140805	159.67
199526	KELLY PAPER COMPANY	CL-140806	906.35
		CL-140807	2,549.65
199527	LAWNMOWERS ETC	CL-140809	1,653.20
199528	LESLIES SWIMMING POOL SUPPLY	CL-140810	37.30
		CL-140811	16.67
199529	THE ALARM AND SPRINKLER CO INC	CL-140813	21,570.83
199530	JOSTENS	CL-140802	6.91
199531	EXECUTIVE ENVIRONMENTAL SVCS	CL-140790	2,000.58
199532	ARKEE, SHEILA	CL-140598	304.64
199533	BONDE, CRAIG OR JOY	CL-140599	211.45
199534	BRESSLER, ERIC & KATHY	CL-140600	326.14
199535	BRITSCHGI, URS &	CL-140601	229.83
199536	CAMIAN, CIRO & SOTELO, YASMIN	CL-140609	153.22
199537	CANET, DONALD OR ERIN	CL-140603	205.63
199538	CAPAY, PONCIANO OR MARIA	CL-140604	136.19
199539	COVINGTON, JEREMY & ALLISON	CL-140605	249.99
199540	CROWE, ROBERT AND/OR VIRGINIA	CL-140606	391.55
199541	CRUME, KELLEY &/OR	CL-140607	450.24
199542	DALEY, BRIAN & NICOLE	CL-140608	100.80
199543	DOUGHERTY, PATRICK & BRANNAN	CL-140610	505.57
199544	EASTMAN, STEPHEN & TARA	CL-140611	502.66
199545	ELLIOTT, MICHAEL & ANDREA	CL-140612	664.83
199546	GARCIA, ANTONIO & MICHELLE	CL-140613	95.20
199547	GARCIA, ROSALINA	CL-140614	365.57
199548	GARRINGER, RODNEY OR SARA	CL-140615	255.14
199549	GAU, MARY	CL-140616	188.16
199550	GUERRERO, HECTOR & GINA	CL-140617	154.56

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199551	HAMEED, SHAWN	CL-140618	213.25
199552	HAWORTH, MARK & JENNIFER	CL-140619	121.86
199553	HYLTON, CHRIS OR HERMINIA	CL-140620	175.62
199554	JOHNSON, EDWIN OR MELISS	CL-140621	441.73
199555	JONES, DANNY & NANCY	CL-140622	148.96
199556	LAGAS, JASON & DANIELLE	CL-140623	83.78
199557	LARA, TRAVIS & ERIN	CL-140624	26.66
199558	LE, CHAU & TRAN, TU	CL-140645	167.55
199559	LEWIS, JONATHAN & ROBYN	CL-140626	649.59
199560	LEWIS, ROB & LANI	CL-140625	140.90
199561	LIDDLE, DREW & LESLIE	CL-140627	144.70
199562	LOUIE, DARRYL OR CATHERINE	CL-140628	247.74
199563	MACIBORSKI, MIKE OR STEPHANIE	CL-140629	157.70
199564	MILLER, JEREMY & SUMMER	CL-140630	354.81
199565	MOHEB, MEHRDAD & NASR, NAHID	CL-140631	53.31
199566	NOXON, LISA C	CL-140632	76.16
199567	PAUL, PUJA	CL-140633	125.66
199568	PETERSEN, DAVID OR LORIE	CL-140634	127.57
199569	RAMOS, ELLIOT/SEPULVEDA, LYCEL	CL-140635	198.02
199570	RICHMOND, HEIDI	CL-140636	156.13
199571	RODAS, PHILLIP AND CAROLYN	CL-140637	177.41
199572	ROLING, ROGER OR MIKAIL	CL-140638	316.06
199573	SCHWARTZ, TONY OR STEPHANIE	CL-140639	239.90
199574	SCOLLO, LUIGI & ADRIANA	CL-140640	409.69
199575	SOTO, MARTHA/RODOLFO	CL-140641	737.85
199576	SPOTSWOOD, EVAN & JENNIFER	CL-140642	183.46
199577	SUTHERLAND, GARY & RACHEL	CL-140643	125.44
199578	THOMAS, ED OR REBECCA	CL-140644	568.52
199579	VAKILI, MIKE & SHABNAM	CL-140646	318.35
199580	YUEN, ALBERT & TONG, CHARLENE	CL-140647	500.05
199581	ZABOROWSKI, JEFF AND WENDY	CL-140648	185.02
199582	ACE EDUCATIONAL SUPPLIES INC	CL-140911	736.75
199583	ADDEMAN, ARTURO J	CL-140263	1,950.00
		CL-140264	442.50
		CL-140265	442.50
		CL-140912	111.40
		CL-140913	24.20
		CL-140914	24.20
199584	AMERICAN BACKFLOW	CL-140262	291.10
199585	CAPISTRANO GOLF CARS	CL-140274	664.11
199586	CDW GOVERNMENT	CL-140917	12,283.17
		CL-140918	3,713.52
		CL-140919	17,511.03
		CL-140920	1,913.52
199587	CHEF TOYS	CL-140921	6,401.96

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199588	CINTAS DOCUMENT MANAGEMENT	CL-140922	163.00
199589	CULVER-NEWLIN	CL-140295	409.86
		CL-140296	1,252.15
199590	EDUCATORS OUTLET INC	CL-140304	140.17
199591	GRANT LINK	CL-140926	1,600.00
199592	GRAPHIC SYSTEMS	CL-140927	303.21
199593	HEINEMANN	CL-140313	4,399.31
		CL-140314	4,399.31
199594	HEINEMANN PUBLISHING	CL-140311	562.87
		CL-140312	562.86
199595	HIRSCH PIPE & SUPPLY	CL-140794	2,093.27
199596	JOHNSTONE SUPPLY	CL-140929	9,340.83
199597	CITY OF SAN JUAN CAPISTRANO	CL-140221	7,717.85
199598	CONSOLIDATED ELECT DISTR	CL-140223	133.88
		CL-140224	10,000.00
		CL-140875	1,602.79
199599	SAN DIEGO GAS & ELECTRIC	CL-140933	122,956.19
199600	SANTA MARGARITA WATER	CL-140975	11,752.96
199601	SO CAL EDISON CO	CL-140245	5,004.78
199602	SO CAL GAS CO	CL-140246	1,243.44
199603	MARKERBOARD PEOPLE	CL-140877	585.00
199604	MERCURY DISPOSAL SYSTEM INC	CL-140878	29.00
199605	MISSION AUTO SERVICE	CL-140879	1,951.54
199606	MOBILE COMM REPAIR INC	CL-140880	10,206.00
199607	NASCO WEST	CL-140881	436.92
		CL-140882	311.13
		CL-140883	169.87
		CL-140884	792.55
199608	OFFICE DEPOT	CL-140885	58.29
		CL-140886	72.39
199609	ORANGE COAST PETRO EQUIP	CL-140887	1,553.63
199610	PACIFIC GO NATURAL GAS	CL-140888	94.35
199611	PRUDENTIAL OVERALL SUP	CL-140889	131.44
199612	READ NATURALLY	CL-140890	599.00
		CL-140891	379.50
199613	REALLY GOOD STUFF	CL-140892	429.65
199614	RUFFS SAW SERVICE	CL-140893	48.00
199615	SAFETY KLEEN CORP	CL-140894	524.90
199616	SCHOLASTIC	CL-140895	541.00
199617	SCHOLASTIC EDUCATION INC	CL-140897	344.86
199618	SCHOLASTIC INC	CL-140898	1,135.98
199619	SCHOLASTIC LIBRARY PUBLISHING	CL-140896	118.00
199620	SCHOLASTIC READING COUNTS	CL-140899	499.00
199621	SELECT EQUIPMENT SALES INC	CL-140900	2,482.00

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199622	SOUTH COAST FAMILY MEDI CENTER	CL-140901	295.00
		CL-140902	196.00
199623	SPORTS FACILITIES GROUP INC	CL-140903	575.00
199624	SWEETMAN SYSTEMS	CL-140904	6,103.80
199625	TIME AND ALARM SYSTEMS	CL-140905	1,869.89
199626	ULINE	CL-140906	415.80
199627	UNIQUE SWEEPING	CL-140907	135.00
		CL-140908	135.00
199628	WEST COAST MICROSCOPE	CL-140909	612.00
199629	WHITE CAP	CL-140910	1,460.75
199630	YALE CHASE EQUIPMENT AND	CL-140091	4,166.29
		CL-140092	3,620.56
		CL-140093	639.40
199631	BRANNON, ROCHELLE	CL-140816	18.00
199632	HERRON, AMY	CL-140817	18.00
199633	ROBINSON, KATIE	CL-140818	302.37
199634	SCHOLL, BARBARA	CL-140819	25.54
		CL-140827	25.65
199635	ANDREWS, MELANIE	CL-140821	44.40
199636	BRENNAN, JOURNEY	CL-140822	93.60
199637	BUI-TEO, BENA	CL-140823	156.00
199638	CARROLL, LESLIE	CL-140824	29.70
199639	CARSON, MINA	CL-140825	29.50
199640	CRAVENS, EMILY	CL-140826	29.70
199641	CROCKER, ALYSSA	CL-140830	29.70
199642	D'AVANZO, MELISSA	CL-140832	94.10
199643	DARWISH-WELLINN, LORI	CL-140831	29.70
199644	DAVIS, STACIE	CL-140833	89.10
199645	DONSKER, LINDY	CL-140834	89.10
199646	FERMIN, CARA	CL-140835	31.20
199647	FODERICK, CLAUDIA	CL-140836	29.70
199648	GRANDE, TAMARA	CL-140837	29.70
199649	HARTLEY-KOENIG, KRISTEN	CL-140838	29.50
199650	HINSVARK, KRISTIN	CL-140839	29.70
199651	HOGAN, JULIET	CL-140840	29.80
199652	HOSSFELD, AMY	CL-140841	89.10
199653	KATO, ERI	CL-140842	74.10
199654	KROHN, KEVIN	CL-140843	59.40
199655	KULKARNI, MRUNAL	CL-140844	59.40
199656	KUSANO, KANAKO	CL-140845	59.40
199657	LAWLER, VERONICA	CL-140847	89.40
199658	LEE, MCCALL	CL-140848	50.75
199659	LEHMANN, MARIA	CL-140849	29.70
199660	LOWNDES, JOANNE	CL-140850	29.70
199661	LUBOVISKI, SHIRLEY	CL-140851	205.20

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Warrant Number	Name of Payee	Reference Number	Amount
199662	MATTHEWS-MAJDA, NOLA	CL-140852	29.80
199663	MAURYA, MANVEE	CL-140853	30.10
199664	MONTES-OLVERA, ANGELA	CL-140854	89.10
199665	NEUHART, CHRIS	CL-140855	29.70
199666	NGOY, SUSAN	CL-140856	89.10
199667	PALLACHULLA, KIRAN	CL-140857	59.00
199668	PARSI, HOUPAND	CL-140846	29.80
199669	PEREZ, JENNIFER	CL-140858	17.80
199670	PHILLIPS, SUSIE	CL-140859	29.70
199671	PINE, KRISTI	CL-140860	29.70
199672	PUCCINI, MANDY	CL-140861	29.70
199673	RAJ, DEVIKA	CL-140862	29.50
199674	RICE, JAN	CL-140863	59.40
199675	SABANDO-CARDENA, DANIELLE	CL-140864	89.10
199676	SCHWAN, CARRIE	CL-140865	29.70
199677	SCOTT-RODRIGUEZ, DORIE	CL-140820	445.00
199678	SHARP, JULIE	CL-140866	29.70
199679	SHAY, JENNIFER	CL-140867	29.80
199680	SOMSEL, DANA	CL-140868	31.10
199681	VALENCIA-PARADI, CRISTINA	CL-140869	29.80
199682	VETTRAINO, NICOLE	CL-140870	29.50
199683	VIRK-GILL, JASPREET	CL-140871	29.80
199684	VOLLEBREGT, KIRSCHER	CL-140872	315.00
199685	WILSON, KELLY	CL-140873	29.80
199686	YANTZ, STEPHANIE	CL-140874	29.40
199687	YOSHIMURA-LEE, TINA	CL-140876	50.00
199688	SMART & FINAL	-	
		CL-140689	774.28
		CL-140690	639.11
		CL-140691	1,282.08
		CL-140692	338.61
		CL-140693	662.82
		CL-140694	12.47

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Warrant Number	Name of Payee	Reference Number	Amount
199689	SMART & FINAL	CL-140694	210.41
		CL-140695	413.24
		CL-140696	33.00
		CL-140697	105.41
		CL-140698	24.97
		CL-140699	70.67
		CL-140700	73.29
		CL-140701	150.00
		CL-140703	326.46
		CL-140704	395.45
		CL-140705	746.48
		CL-140706	94.64
		CL-140707	47.76
		CL-140708	732.58
		CL-140709	118.30
		CL-140931	120.44
		CL-140932	106.20
199690	SMART & FINAL	CL-140702	998.95
199691	ADAMSON, CORAL	CL-140934	80.64
		CL-140935	80.64
199692	ALEXANDER, TED	CL-140936	78.40
199693	ANDREASEN, AMY	CL-140937	218.40
199694	BAKER, EMILY	CL-140938	31.36
199695	BENE, CHERI	CL-140939	199.36
199696	CLIFT, LYNNETTE I	CL-140940	42.84
		CL-140941	42.84
199697	DAGLEY, JEANA	CL-140942	59.92
199698	ENGELSON, EMILY	CL-140943	30.24
		CL-140944	30.24
199699	FERGUSON, ERIN	CL-140945	179.20
199700	FITZSIMMONS, KATHLEEN	CL-140946	37.80
		CL-140947	37.80
199701	GILMORE, SHELLY	CL-140948	68.88
199702	HANLEY, KIMBERLY	CL-140949	42.56
199703	HANRATTY-RAJA, JENNIPHER	CL-140950	42.56
199704	HARVEY, LAUREN	CL-140951	87.92
199705	HERVEY, ROBIN	CL-140952	131.04
199706	HOOPER, GWYNETH	CL-140953	22.40
199707	HOWARD, ANDREA	CL-140954	79.52
199708	JIMENEZ, DENISE	CL-140955	33.88
		CL-140956	33.88
199709	KIMINAS, ANTHONY	CL-140957	175.28
199710	KOPELSON, KATHLEEN	CL-140958	58.24
		CL-140959	58.24
199711	LACHEMANN, DINA	CL-140960	70.56

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199712	LAIDLEY, JOANIE	CL-140961	51.80
		CL-140962	51.80
199713	LEWIS, SHARON A.	CL-140963	63.56
		CL-140964	63.56
199714	MARCUS, BRUCE	CL-140965	97.44
199715	MAYFIELD, DAVIDA	CL-140966	61.04
199716	MCKEE, DANISE	CL-140967	23.80
		CL-140968	23.80
199717	MORRIS, LINDSEY	CL-140969	26.88
199718	NAPORA, NOELLE	CL-140970	58.52
		CL-140971	58.52
199719	NORMAN, ELLESSE	CL-140972	34.44
		CL-140973	34.44
199720	NOWELL, ROBERT	CL-140974	6.72
199721	US BANK-PARS#6745034800	CL-140979	13,581.69
199722	CHLIC-CHICAGO	PO-340304	28,274.29
		PO-340307	14,705.00
199723	US BANK-PARS#6745034800	PO-340227	2,433,427.94
199724	ABOVE ALL NAMES CONSTRUCTION	CL-140211	550.00
199725	ASSURED FIRE SYSTEMS	CL-140215	11,015.00
199726	COUNTY OF ORANGE-WASTE MNGT	CL-140225	1,034.34
199727	CR&R INCORPORATED	CL-140226	5,763.56
199728	MOULTON NIGUEL WATER	CL-140235	7,865.70
199729	SAN DIEGO GAS & ELECTRIC	CL-141157	75,303.07
199730	SANTA MARGARITA WATER	CL-141156	4,773.33
199731	SO CAL EDISON CO	CL-140245	81,854.36
		CL-141154	23,018.08
199732	WEST COAST ARBORISTS INC.	PV-150002	17,119.00
199733	WLC ARCHITECTS INC	CL-141136	4,550.00
		CL-141137	3,139.00
		CL-141138	3,649.74
		CL-141139	9,906.54
		CL-141140	18,033.89
		CL-141141	3,936.76
		CL-141142	17,777.00
		CL-141143	14,505.06
199734	SCHOOL FACILITY CONSULT	CL-141133	3,832.50
199735	AMERICAN LOGISTICS COMPANY LLC	CL-140828	18,765.00
199736	BACKSEAT DRIVER & ASSOC INC	PO-340323	1,200.00
		PO-340324	2,400.00
199737	BRIDGES TRANSITIONS CO.	PO-340410	16,900.00
199738	CAMBIUM LEARNING INC.	CL-141155	238,300.00

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199739	CERTIFIED TRANSPORTATION	CL-141145	143.12
		CL-141146	1,198.08
		CL-141147	1,970.28
		CL-141148	837.32
199740	CODESP	PO-340008	1,850.00
199741	DEPARTMENT OF JUSTICE	CL-140829	1,385.00
199742	EDUPOINT EDUCATIONAL SYSTEMS	PO-340498	39,025.89
199743	IRVINE RANCH OUTDOOR EDU CTR	PO-340491	1,000.00
199744	JFK TRANSPORTATION CO INC	CL-141149	350.00
		CL-141150	520.00
		CL-141151	525.00
		CL-141152	4,200.00
		CL-141153	315.00
199745	OPPORTUNITY FOR LEARNING	CL-140815	57,557.00
199746	OXFORD ACADEMY	CL-141158	85,563.00
199747	PALI MOUNTAIN INSTITUTE	PO-340502	12,562.50
199748	WARE GROUP, THE	PO-340042	7,768.00
199749	STATE BD EQUALIZATION	CL-141077	453.47
199750	BEACON DAY SCHOOL	CL-141028	6,534.60
		CL-141029	4,118.06
		CL-141030	2,309.04
199751	BUSINESS INTERPRISE	CL-140408	1,487.50
199752	CRARY, BRENDA	CL-140422	3,650.40
199753	ECE 4 AUTISM	CL-140429	849.00
		CL-140430	651.00
199754	GOODWILL INDUSTRIES OF ORANGE	CL-140435	1,605.00
199755	HEAR NOW DBA ABRAMSON	CL-140437	2,306.90
		CL-140438	664.70
		CL-140439	938.40
199756	KARPUS, DAVID AND MARY	CL-140989	130.00
199757	MARDAN CENTER OF ED	CL-141039	2,236.00
		CL-141040	1,892.00
		CL-141041	2,236.00
		CL-141042	1,720.00
		CL-141043	1,720.00
199758	MINGUS MOUNTAIN ACADEMY	CL-140980	24.64
		CL-140981	24.64
		CL-140991	1,898.96
		CL-141044	2,375.00
		CL-141045	6,694.00
		CL-141046	2,375.00
		CL-141047	1,898.96
		CL-141048	6,694.00
199759	MOLDAUER, PAMELA S.	CL-140457	906.00
		CL-140458	1,569.00

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199760	ORANGE COUNTY THERAPY SERVICE	CL-140477	1,392.00
		CL-140478	3,480.00
		CL-140479	626.40
		CL-140480	1,461.60
199761	ORANGE CTY DEPT EDUC	CL-141049	309,066.80
		CL-141050	224,868.49
		CL-141051	62,081.50
199762	PYRAMID AUTISM CENTER	CL-141053	4,500.00
199763	SPECTRUM CENTER ROSSIER PARK	CL-141015	1,640.00
199764	SPEECH & LANGUAGE DEVELOPMENT	CL-141054	3,701.25
		CL-141055	5,991.75
		CL-141056	4,317.75
199765	SPRAKER, GEORGE & HEATHER	CL-141016	1,000.00
		CL-141017	200.70
199766	STRUM, DENISE AND/OR ROBERT	CL-141058	482.37
199767	TERI INC	CL-141059	4,824.80
199768	TERRY & ANNA KWIT	CL-141061	300.00
199769	STEIN, CHRISTINE	CL-141032	3,400.00
199770	BARBER & GONZALES CONSULTING	CL-140986	2,603.83
199771	GREAT AMERICAN LUNCH BOX, THE	CL-140987	688.00
199772	KRANTZ, TRICIA	CL-140445	2,741.40
199773	KREG, JUDEE	CL-140990	630.00
199774	NICOLE MILLER & ASSOC INC	CL-140156	3,750.00
199775	REBECCA ROMO	CL-141014	387.50
199776	YMCA OF ORANGE COUNTY	CL-140209	11,453.12
199777	ABZAKH, NORMA	PV-150012	2,168.32
199778	ANAYA, MANUEL	PV-150013	344.96
199779	BOONE, VICKI	PV-150014	392.00
199780	BOSSIN, FILLION-ROBIN	PV-150015	344.96
199781	BRANDES, EMILY	PV-150016	394.24
199782	CAIN, SCOTT	PV-150017	768.32
199783	CRUMLEY, KIM	PV-150018	1,189.44
199784	DELGADO, MARIA E	PV-150019	707.84
199785	DONIS, EDILMA	PV-150020	2,168.32
199786	DURRELL, DAVID	PV-150021	336.00
199787	FEZZI, KIRSTEN	PV-150022	703.36
199788	FULGENCIA, GLEN PANTOJA	PV-150023	530.88
199789	GRIFFITH, RACHELLE	PV-150024	768.32
199790	GUILLIAUM, ANGELIQUE	PV-150025	651.84
199791	HARVEY, JENNIFER	PV-150026	1,176.00
199792	IBREIGHITH, NEDA	PV-150027	1,162.56
199793	ISAACS, AMANDA	PV-150028	669.76
199794	JOHNS, NANCY E	PV-150029	752.64
199795	JOSEPH, EDWARD	PV-150030	900.48
199796	JUNIPER, KIM	PV-150031	1,392.16

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199797	KHAMMASH, ALIA	PV-150032	779.52
199798	KLINGER, STACY	PV-150036	752.64
199799	KOCHER, SHAWNA	PV-150033	775.04
199800	LEMUS, LETICIA	PV-150034	396.48
199801	LEONE-BRAY, REGINA STAR	PV-150035	712.32
199802	LOVETT, EMMA	PV-150037	757.12
199803	MARTINEZ, AIDA	PV-150038	1,189.44
199804	MEZA, ROCIO	PV-150039	388.64
199805	MILLARD, KAREN	PV-150040	1,189.44
199806	MORGAN, MARILYN	PV-150041	658.56
199807	MORRIS, STEPHANIE	PV-150042	1,142.40
199808	MUDGE, KIMBERLY	PV-150043	1,155.84
199809	NUNEZ, MARIA	PV-150044	701.12
199810	REGUEJO, MARCEL	PV-150045	549.36
199811	SCHNERINGER, SHERI	PV-150046	1,135.68
199812	SCOTT, SAM	PV-150047	1,176.00
199813	SELF, ERIC	PV-150049	768.32
199814	SEMAAN, ANTOINE	PV-150048	394.24
199815	SHOLAKH, LANA	PV-150050	2,143.68
199816	SOTELO, YASMIN	PV-150051	660.80
199817	TRAGUS, WILLIAM	PV-150052	1,079.68
199818	WISE, MELODY	PV-150054	1,088.64
199819	WATSON, JENNIFER	PV-150055	739.20
199820	WILLIAMS, KRISTINE	PV-150056	1,135.68
199821	ZARAGOZA, JENNIFER	PV-150057	549.36
199822	ZELASKO, PAGE	PV-150058	1,182.72
199823	ZEUTENHORST, JUSTIN	PV-150059	1,182.72
199824	ALBERS, CAMERON	CL-141062	85.00
199825	CARDENAS, JAIME	CL-141063	22.00
199826	COLLINS, CLINT	CL-141064	90.82
199827	COOPER, RJ	CL-141065	12.00
199828	DYER, ROBERTA	CL-141072	88.00
199829	EMMONS, DARIN	CL-141066	84.00
199830	FATHOLLAHI, NILOOFAR	CL-141067	152.00
199831	FLEMING, CASEY	CL-141068	172.00
199832	HANKO, JARED	CL-141069	81.00
199833	HIGHTOWER, SHERI	CL-141086	56.70
199834	JAMORA, TYLER AKIO	CL-141070	85.00
199835	JONES, AUSTIN LEE	CL-141071	60.00
199836	KICHLINE, KEITH & KYLA	CL-141129	610.27
199837	LONG, KAELYN MARIE	CL-141073	85.00
199838	LOVETT, CAMERON	CL-141074	222.62
199839	MASON, MAKENA ANN	CL-141075	62.00
199840	OLSON, LEONA	CL-141078	66.85
199841	ORDISH, KASSIDY	CL-141079	84.00

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199842	POTNIS, DIPALI	CL-141080	171.11
199843	QUINN, CONNOR	CL-141081	76.00
199844	REID, KERRY	CL-141082	29.98
199845	SAHM, CHRISTOPHER	CL-141083	13.00
199846	SIRAKOVIT, CHLOE	CL-141084	62.00
199847	ZAND, ALI	CL-141085	85.00
199848	AVILA, THERESE	CL-141087	117.04
199849	BIRKINSHAW, SANDY	CL-141088	109.20
		CL-141089	109.20
199850	BRANNON, DESIREE	CL-141090	92.96
199851	BROOKMAN, JOSEPH	CL-141091	76.16
		CL-141092	143.92
199852	BUCKMAN, JENNIFER	CL-141093	117.60
199853	BUTLER, SUSAN	CL-141094	318.64
199854	CARDIN, PATTI	CL-141095	41.72
		CL-141096	41.72
199855	CARRILLO, DEBBIE	CL-141097	244.16
199856	CAUDILL, AMANDA	CL-141098	51.24
		CL-141099	51.24
199857	CORCORAN, TRAVIS	CL-141100	87.08
		CL-141101	87.08
199858	ENRIQUEZ, MICHELLE L	CL-141102	66.64
		CL-141103	66.64
199859	EXWORTHY, MARK	CL-141104	283.92
199860	FLYNN, MARGARET	CL-141105	54.04
		CL-141106	54.04
199861	GILL, ARVINDER	CL-141107	77.28
		CL-141108	77.28
199862	GONG, PHOEBE	CL-141109	154.00
199863	HAUN, BARBARA	CL-141110	98.28
		CL-141111	98.28
199864	HERTZ, JANA	CL-141112	226.24
199865	HIGHTOWER, SHERI	CL-141113	95.20
199866	JACOBS, ALLISON	CL-141114	352.24
199867	LEAHY, CHRISTINA	CL-141115	220.64
199868	ORGILL, JANELL	CL-141116	52.64
		CL-141117	52.64
199869	PANNING LA BATE	CL-141118	38.08
		CL-141119	38.08
199870	RAFF, DEIDRE	CL-141120	68.32
199871	REISCHL, VIRGINIA	CL-141122	24.64
199872	RIGBY, MICHAEL	CL-141121	4.48
199873	ROBINSON, KHARA	CL-141123	53.76
199874	SHERRELL, CHRISTY	CL-141124	47.60
199875	SHERRIE, LORRAINE	CL-141125	34.16

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199876	WACHMAN, TIFFANY	CL-141126	26.88
		CL-141127	26.88
199877	WALSH, EILEEN	CL-141128	78.96
199878	A2Z SIGN CO.	CL-141159	115.20
199879	BEAR DATA SOLUTIONS INC.	CL-141161	3,444.33
199880	E L ACHIEVE INC	CL-141165	9,786.56
		CL-141166	14,679.85
		CL-141167	220,197.69
		CL-141168	9,720.45
199881	GANAHL LUMBER	CL-140308	918.00
		CL-141170	6,152.76
199882	INSIGHT SYSTEMS EXCHANGE	CL-141172	3,557.42
		CL-141173	14,229.68
		CL-141174	6,875.47
199883	INTERSTATE BATTERIES	CL-141175	1,826.00
199884	LOCAL JANITORIAL & VACUUM	CL-141180	89.83
199885	IRON MOUNTAIN	PO-340305	268.26
199886	GERARD, MARGARET	CL-141185	819.63
199887	MCDONALD, RACHELE	CL-141184	13.66
199888	STATE BD EQUALIZATION	CL-140814	2,349.00
199889	YOULD, LINDA	CL-141183	94.00
199890	CORVEL CORPORATION	CL-141181	11,625.47
199891	BENS ASPHALT	CL-141130	41,601.25
		CL-141144	16,415.93
199892	CITY OF SAN CLEMENTE	CL-140222	14,776.92
		CL-141567	11,390.48
199893	CR&R INCORPORATED	CL-140226	913.36
199894	DEPT IND RELATION (ACCOUNTING)	CL-141490	450.00
199895	FACILITIES PROTECTION SYSTEMS	CL-141491	1,448.52
199896	GILBERT & STEARNS INC	CL-141565	4,546.50
199897	MOULTON NIGUEL WATER	CL-140235	6,120.97
199898	ORANGE CTY DEPT EDUC	CL-140238	6,990.92
199899	PACIFIC PLUMBING COMPANY OF	CL-140239	6,963.22
199900	PACIFIC ROOFING SYSTEMS	CL-141492	35,444.50
199901	PROSURFACE	PO-340264	17,247.00
199902	SAN DIEGO GAS & ELECTRIC	CL-142007	131,418.06
199903	SANTA MARGARITA WATER	CL-141982	4,773.84
199904	SO CAL EDISON CO	CL-141978	100,909.02
199905	SO CAL GAS CO	CL-140246	828.83
199906	SOUTH COAST WATER DISTRICT	CL-140249	2,448.25
		CL-141996	6,162.60
		CL-141997	5,000.00
199907	WEST COAST ENVIRONMENTAL	PO-335438	3,978.00
199908	ABOVE ALL NAMES CONSTRUCTION	PO-340514	11,528.90

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199909	KNOWLAND CONSTRUCTION SERVICES	CL-141131	1,565.12
		CL-141132	770.88
199910	NMG GEOTECHNICAL INC	CL-140236	2,181.20
199911	ORANGE COUNTY REGISTER	CL-141186	728.16
199912	PLACEWORKS	CL-141995	3,376.20
199913	SCHOOL FACILITY CONSULT	CL-141133	3,626.25
199914	SILVER CREEK INDUSTRIES INC.	CL-141134	113,245.70
		CL-141135	269,155.95
199915	CAPISTRANO CONNECTIONS ACADEMY	PO-340453	718,331.00
199916	COMMUNITY ROOTS	PO-340455	138,017.00
199917	JOURNEY CHARTER SCHOOL	PO-340458	109,732.00
199918	OPPORTUNITY FOR LEARNING	PO-340454	60,047.00
199919	ORANGE UNIFIED SCHOOL DISTRICT	CL-141327	357.50
		CL-141330	357.50
		CL-141332	1,072.50
199920	OXFORD ACADEMY	PO-340457	232,978.00
199921	XEROX CORPORATION	CL-141522	9,302.49
		CL-141523	45,738.24
		CL-141525	468.00
		CL-141526	25,395.30
		CL-141528	98,681.05
	CL-141529	5,717.28	
199922	MOBILE MODULAR	CL-140589	610.00
199923	THOMSON REUTERS/BARCLAYS	PO-340657	150.00

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Warrant Number	Name of Payee	Reference Number	Amount
199924	SOUTHWEST SCHOOL SUPPLY	-	
		CL-141223	33.97
		CL-141249	532.36
		CL-141250	64.58
		CL-141251	2.20
		CL-141252	690.78
		CL-141253	197.86
		CL-141254	3,411.03
		CL-141255	197.66
		CL-141256	7.13
		CL-141257	977.29
		CL-141258	1,451.44
		CL-141259	105.56
		CL-141260	179.73
		CL-141261	480.47
		CL-141262	55.32
		CL-141263	182.14
		CL-141264	70.31
		CL-141265	23.41
		CL-141266	23.55
		CL-141267	23.56
		CL-141268	405.83
		CL-141269	240.12
		CL-141270	1,198.39
		CL-141271	303.64
		CL-141272	45.17
		CL-141273	45.17
		CL-141274	605.84
		CL-141275	202.54
		CL-141276	646.19
		CL-141277	2,922.18
		CL-141278	1,349.20
		CL-141279	58.80
		CL-141280	29.11
		CL-141281	251.77
		CL-141282	572.48
		CL-141283	1,450.48

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Warrant Number	Name of Payee	Reference Number	Amount
199925	SOUTHWEST SCHOOL SUPPLY	CL-141284	14.43
		CL-141285	250.32
		CL-141286	292.59
		CL-141296	132.75
		CL-141297	68.75
		CL-141298	91.20
		CL-141299	1,465.99
		CL-141300	221.77
		CL-141333	7.50
		CM-150001	22.81-
CM-150002	8.21-		
199926	ALPINE ACADEMY	CL-141231	3,040.00
		CL-141232	4,941.00
		CL-141233	3,900.00
199927	BERRY, SCOTT AND/OR JAIME	CL-141234	917.28
199928	BOYS TOWN CALIFORNIA INC.	CL-140407	2,535.00
199929	CENTER FOR AUTISM RESEARCH	CL-140409	1,878.00
199930	DEVELOPMENTAL RESOURCES	CL-141242	114.00
199931	DEVEREUX CLEO WALLACE	CL-141243	2,500.00
		CL-141244	6,149.10
		CL-141245	4,604.10
199932	FARIBORZ, SURUR FAZELI	CL-141246	501.60
199933	HAWORTH, MARK OR JENNIFER	CL-141247	662.48
199934	KIDS INSTITUTE FOR DEVELOPMENT	CL-141248	3,955.00
199935	MENDE PSY.D, SYLVIA	CL-140450	4,060.57
199936	MILLER, KAREN	CL-140455	3,500.00

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Warrant Number	Name of Payee	Reference Number	Amount
199937	OCEANVIEW SCHOOL	CL-140983	576.00
		CL-140984	1,120.00
		CL-140993	3,452.00
		CL-140994	1,092.00
		CL-140995	4,356.00
		CL-140996	4,084.00
		CL-140997	2,968.00
		CL-140998	2,908.00
		CL-140999	3,454.00
		CL-141000	4,268.00
		CL-141001	4,410.00
		CL-141002	3,180.00
		CL-141003	1,060.00
		CL-141004	2,332.00
		CL-141005	3,816.00
		CL-141006	2,756.00
		CL-141008	848.00
		CL-141009	2,756.00
		CL-141010	912.00
		CL-141011	2,968.00
199938	PROVIDENCE SPEECH AND	CL-140482	405.00
199939	SHACK-LAPPIN, CAROL	CL-140487	3,556.25
		CL-140985	587.50
199940	SOLIANT HEALTH INC	CL-140488	7,000.00
		CL-140489	571.00
199941	SPECTRUM CENTER ROSSIER PARK	CL-141287	154.00
199942	SPEECH & LANGUAGE DEVELOPMENT	CL-141054	2,467.50
		CL-141055	4,007.00
		CL-141056	2,975.75
199943	STRIEGL, MICHAEL AND KIMBERLY	CL-141301	3,021.92
199944	TERI INC	CL-141289	2,412.40
199945	THERAPEUTIC EDUCATION CENTER	CL-141290	1,800.00
		CL-141291	1,630.00
		CL-141292	2,250.00
199946	ALZAMORA, LUCERO	CL-141493	301.06
199947	BELLOMO, PHILIP &/OR KATHY	CL-141494	314.95
199948	BOYD, VALERIE	CL-141495	256.92
199949	BROCKMEIER, SHAUNA OR PAUL	CL-141496	757.34
199950	CHIBANDA, OLIVER & LESHON	CL-141497	198.02
199951	CIPOLLONE, JOSEPH & DEBRA	CL-141498	175.17
199952	CROWELL, BRIDGETTE	CL-141499	530.43
199953	ELPEDES, BERNARD & MINH-THU VU	CL-141500	201.82
199954	ESPINO, JUAN/MAYRA	CL-141501	45.92
199955	HAMEED, SHAWN	CL-141502	163.07
199956	HAYES, DAVID & KATHLEEN	CL-141503	600.10

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199957	HENRY, SAMANTHA	CL-141504	68.10
199958	KLEIN, JIM & JASKOWIAK, JANNY	CL-141505	274.18
199959	LEVENDOSKI, RICHARD OR LEA	CL-141506	1,468.32
199960	LOPEZ, CELESTES	CL-141507	144.70
199961	MATHIESEN, DAN & TARA	CL-141508	220.86
199962	NILSEN, WILFRED & INGRID	CL-141509	155.23
199963	PHAN, ANDRE	CL-141510	256.26
199964	QUENGA, JOSEPH OR TRACY	CL-141511	758.02
		CL-141889	84.23
199965	RANGEL, CYNTHIA	CL-141513	239.90
199966	REDING, CLARE & SHAD	CL-141514	148.51
199967	REYNOLDS, SUSAN	CL-141515	656.10
199968	TRAN, CHAU & LUONG, PHUONG	CL-141516	291.20
199969	WEATHERWAX, KATHY	CL-141517	376.99
199970	WINKLER, JOHN & CAROL	CL-141518	140.90
199971	MOBILE COMM REPAIR INC	PO-340550	43,800.00
199972	ANTONIUS, LYNDA	CL-141188	25.76
199973	CROSS, MINDY	CL-141190	204.40
199974	ERICKSON, DANA	CL-141192	55.33
199975	GINSBERG-BROWN, CLAUDIA	CL-141358	68.88
199976	GROSS, DEANNA	CL-141359	44.80
199977	HEUSER, RACHEL	CL-141196	327.04
199978	PAGEL, VELDA	CL-141197	22.40
199979	PARKER, LAURA	CL-141198	111.44
199980	PETERSON, SUSAN	CL-141199	33.60
199981	PINKERTON, DAN	CL-141200	222.32
199982	RASHIDI, AKRAM KIM	CL-141202	43.96
		CL-141203	43.96
199983	SCHOOLER, DEBORAH	CL-141204	63.00
		CL-141205	63.00
199984	SHOFNER, BRIANNA	CL-141206	192.08
199985	SHUMATE, DAGMAR	CL-141207	137.76
199986	SMITH, ANNE	CL-141208	124.32
		CL-141209	124.32
199987	SOLTIS, PAMELA	CL-141210	107.80
		CL-141211	107.80
199988	TABARI, LISA SEYEDI	CL-141212	76.16
199989	TAYNE, JULIE	CL-141213	112.56
199990	TERHUNE, CYNTHIA	CL-141214	348.88
199991	WANDERS, MICHELLE	CL-141215	123.20
199992	WEINELL, CAROL	CL-141216	101.92
199993	WESTON, KELLY	CL-141217	40.32
		CL-141218	40.32
199994	WILLIAMSON, JACOB	CL-141219	20.16

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199995	WOLFSON, DONNA	CL-141933	38.08
		CL-141934	38.08
199996	WOLFSON, MEGHAN	CL-141220	42.56
		CL-141221	42.56
199997	WORKMAN, KEN	CL-141222	26.88
199998	CORNER, STACIE	CL-141189	5.60
199999	DUARTE, DIANE	CL-141191	4.48
200000	FOULDS, LORI	CL-141193	2.80
200001	GLESENER, PATRICIA	CL-141194	8.96
200002	GRULKOWSKI, SUSAN	CL-141195	6.72
200003	POUDRIER, CINDY	CL-141201	6.72
200004	BROWN, SUSAN	CL-141302	7.06
		CL-141303	28.22
200005	CARTISANO, JENNIFER	CL-141304	766.64
200006	CHRISTMAN-STURM, TRACY	CL-141305	57.68
200007	DE ACUTIS, LISA	CL-141306	25.54
		CL-141307	17.02
200008	ENTWISTLE, MARLA	CL-141309	61.60
200009	FEESER, JENNIFER	CL-141310	39.34
		CL-141311	26.23
200010	HANAFORD, LAURA	CL-141312	78.96
200011	HENRY, LISA	CL-141360	33.60
200012	IMSLAND, TRACEY	CL-141313	12.44
		CL-141314	24.86
		CL-141315	24.86
200013	KENNEY, VALERIE	CL-141935	23.52
200014	KROGMAN, DEBRAH	CL-141620	127.12
200015	MARSDEN, CLAIRE	CL-141316	190.40
200016	MCMORRAN-MAUS, KRISTA	CL-141317	266.00
200017	MEISSNER, ANDREA	CL-141970	735.28
200018	MEYERS, AMY	CL-141319	359.52
200019	MITCHELL, KAREN P	CL-141362	165.20
200020	MOSHENKO, BRIANNA	CL-141320	78.96
200021	PHILLIPS, MELISSA	CL-141621	80.64
200022	POPP, ERIN	CL-141321	15.79
		CL-141322	36.85
200023	POTEET, GINA	CL-141364	7.28
200024	RIGBY, MICHAEL	CL-141365	11.20
200025	RODRIGUEZ, MICHELLE	CL-141366	231.28
200026	RODRIGUEZ, NASCINA	CL-141622	66.08
200027	RUSINKOVICH, CHERYL	CL-141367	62.72
200028	SCOTT, KATHLEEN	CL-141323	62.16
200029	SIELING, TARA	CL-141324	48.72
		CL-141325	32.48
200030	ST. JOHN, ANDREA	CL-141326	72.80

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200031	YOTA, DENISE	CL-141623	128.80
200032	DEMPSEY, PATRICE	CL-141618	126.00
200033	BARTALUZZI, SAMUEL	CL-141530	8.74
		CL-141531	20.38
200034	BRADLEY, JUDITH S	CL-141532	53.76
200035	BRIDWELL, JODY	CL-141617	71.68
200036	BROWN, SUSAN	CL-141533	20.16
200037	CAPANO, IGNAZIO	CL-141925	73.92
200038	CARLISLE, TERESA	CL-141534	8.96
200039	DIXON, AURORA	CL-141535	67.20
200040	DYE, JANETTE	CL-141928	17.92
200041	EATMON, SONIA	CL-141536	17.47
		CL-141537	11.65
200042	ENDER, PAMELA	CL-141538	94.42
		CL-141539	62.94
200043	FARRAND, MONA	CL-141619	86.24
200044	FINNSSON, JAMIE	CL-141356	38.08
200045	FISCHER, VALERY	CL-141357	73.92
200046	FOULDS, LORI	CL-141540	2.80
200047	GONZALEZ, HENRY DAVID	CL-141541	15.12
200048	HALL, SHEILA	CL-141542	260.96
200049	HILL, DAWN	CL-141543	173.60
200050	JONES, JOSEPH	CL-141544	151.76
200051	KERINS, TRACY	CL-141545	26.32
200052	KIMINAS, ANTHONY	CL-141546	173.60
200053	KLISTER, PAMELA	CL-141547	96.32
200054	LUDLOW, JACK	CL-141929	16.80
200055	METTERT, LISA M	CL-141548	201.60
200056	NEE, KATHLEEN	CL-141549	173.60
200057	PETTEY, STEPHANIE	CL-141550	27.55
		CL-141554	18.37
200058	RUNGO, DEANNA	CL-141553	100.80
200059	SELIKSON, DEBBIE	CL-141555	58.80
200060	SHAH, RANA	CL-141556	126.56
200061	TALILI, MAILUMAI	CL-141558	286.72
200062	TESKEY, KAREN	CL-141559	168.56
200063	VARGAS, DAVID	CL-141560	252.00
200064	WEIS-DAUGHERTY, DENISE	CL-141561	154.56
200065	WHALEN, ANDREA	CL-141562	67.20
200066	CHIMENTI, TROY	CL-141336	80.00
200067	KAPPES, CHARLES	CL-141337	107.00
200068	LENTINI, NICHOLAS	CL-141338	88.00
200069	MCLAUGHLIN, GREGG	PV-150098	76.30
200070	PINO, DAVID	CL-141339	39.00
200071	SCOTT, CONNIE	PV-150099	9.69

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
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Warrant Number	Name of Payee	Reference Number	Amount
200072	VERNITRA, CLARK	CL-141341	15.00
200073	WHETTER, CRAIG	CL-141342	90.00
200074	WISCOMB, CECILIA	PV-150100	345.00
200075	A Z BUS SALES INC	CL-141382	350.56
		CL-141383	270.89
		CL-141384	663.41
		CL-141659	28.81
		CL-141660	6,302.44
		CL-141798	12,132.64
		CL-141799	0.89
		CM-150003	810.00-
		CM-150005	1,649.70-
		CM-150006	2,448.64-
		CM-150007	1,422.91-

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
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Warrant Number	Name of Payee	Reference Number	Amount
200076	US BANK CORP PAYMENT SYSTEM	-	
		CL-141663	11.10
		CL-141664	46.28
		CL-141666	89.84
		CL-141667	11.97
		CL-141668	35.48
		CL-141670	161.73
		CL-141671	105.74
		CL-141673	46.77
		CL-141674	7.27
		CL-141676	62.09
		CL-141678	32.84
		CL-141679	386.62
		CL-141680	147.72
		CL-141681	1,431.99
		CL-141682	215.99
		CL-141685	524.25
		CL-141686	367.39
		CL-141688	20.00
		CL-141689	320.11
		CL-141691	193.69
		CL-141692	755.92
		CL-141693	489.85
		CL-141694	3,458.35
		CL-141695	29.95
		CL-141697	503.01
		CL-141698	10.75
		CL-141699	43.08
		CL-141700	25.15
		CL-141701	524.95
		CL-141702	9.12
		CL-141703	102.97
		CL-141704	77.68
		CL-141705	349.40
		CL-141706	87.48
		CL-141707	258.93
		CL-141708	16.92
		CL-141709	49.19
		CL-141710	159.00

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
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Warrant Number	Name of Payee	Reference Number	Amount
200077	US BANK CORP PAYMENT SYSTEM	CL-141711	158.91
		CL-141712	159.48
		CL-141713	194.92
		CL-141714	267.49
		CL-141716	201.39
		CL-141717	121.81
		CL-141718	125.08
		CL-141719	658.00
		CL-141720	658.00
		CL-141721	228.66
		CL-141723	228.66
		CL-141724	139.95
		CL-141726	99.00
		CL-141727	6.80
		CL-141730	2,063.31
		CL-141731	247.65
		CL-141732	152.25
		CL-141733	13.95
		CL-141734	13.95
		CL-141735	107.99
		CL-141736	181.71
		CL-141737	96.81
		CL-141738	96.81
		CL-141739	96.81
		CL-141740	96.81
		CL-141741	236.52
		CL-141742	10,007.00
CL-141743	1,225.00		
CM-150009	79.99-		
CM-150010	25.98-		
200078	CORVEL CORPORATION	PO-340739	82,110.00
200079	CAPISTRANO UNIFIED SCHOOL DIST	CL-142021	24,343.20
		CM-150011	7.54-
		CM-150012	48.80-
PO-340311	451.09		
200080	UNUM LIFE INSURANCE	PO-340310	9,842.76
200081	BLIND CHILDREN'S LEARNING	CL-141482	3,742.20
		CL-141483	680.30
200082	DEVEREUX TEXAS TREATMENT	CL-141873	3,786.90
		CL-141936	2,527.98
		CL-141937	6,450.00
		CL-142015	120.38
		CL-142016	860.00
CL-142017	504.92		

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
200083	DEVEREUX TEXAS TREATMENT	CL-141868	1,363.35
		CL-141869	712.50
		CL-141870	6,450.00
		CL-141871	1,152.30
200084	EBBING, CURTIS AND/OR MARYAM	CL-141484	918.40
200085	GOODWILL INDUSTRIES OF ORANGE	CL-140435	166.00
		CL-141035	390.00
		CL-141946	704.00
200086	KARPUS, DAVID AND MARY	CL-141036	352.80
		CL-141880	312.48
		PO-332066	595.10
200087	LCRA TRUST	CL-140448	5,232.50
200088	ORANGE CTY DEPT EDUC	CL-140463	6,937.50
		CL-141942	117,187.82
200089	PARADIGM HEALTH CARE SERVICES	CL-140170	63,112.50
		CL-141439	900.00
200090	PLIHA SPEECH & LEARNING CENTER	CL-141487	5,062.50
200091	PROVIDENCE SPEECH AND	CL-142046	5,047.50
200092	STAFFREHAB	CL-140490	1,540.00
200093	SUNBELT STAFFING LLC	CL-140492	6,027.24
		CL-140493	6,027.26
		CL-140494	6,118.75
		CL-140495	6,118.75
200094	TERRY & ANNA KWIT	CL-141060	480.00
		CL-141061	36.46
		PV-150113	157.98
200095	WESTSHIELD ADOLESCENT SERVICES	CL-141485	2,921.45
		CL-142097	3,587.58
200096	WINGARD, RICHARD AND LORENA	PO-330831	1,000.00
200097	YELLOWSTONE BOYS & GIRLS RANCH	CL-141612	945.25
		CL-141613	6,300.00
		CL-141614	2,580.00
200098	ANIMAL PEST MANAGEMENT SERVICE	CL-141160	3,145.00
200099	APPLE COMPUTER INC	PO-340031	433.92
		PO-340343	781.32
200100	BACH CO	PO-340198	4,501.44
200101	BARRETT-ROBINSON INC	CL-140916	913.52
200102	BEE MAN	CL-140269	520.00
200103	BIOMEDICAL WASTE DISPOSAL	CL-141810	99.00
200104	BJ BINDERY	CL-141162	165.00
200105	BLAIRS TOWING INC	CL-141163	1,000.00
200106	CAPISTRANO GOLF CARS	CL-140274	366.28
200107	CHEFS' TOYS	CL-140276	3,971.27

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Warrant Number	Name of Payee	Reference Number	Amount
200108	CINTAS CORP #640	CL-140278	106.44
		CL-141830	193.98
		CL-141831	194.00
200109	COMPLETE OFFICE OF CA	CL-140286	83.19
		CL-140287	361.70
		CL-140288	4.73
		CL-140289	11.04
		CL-140290	51.77
		CL-140291	491.01
		CL-141832	20.38
		CL-141833	249.68
		CL-141834	216.91
		CL-141835	8.99
		CL-141836	31.70
		CL-141837	676.90
		CL-142104	3.95
		CM-150017	33.46-
200110	CORONA-NORCO UNIFIED SCH	PO-340660	400.00
200111	COSTCO S.J.C.	PO-340062	66,651.98
200112	DAVE BANG ASSOCIATES INC	PV-150133	12,862.94
200113	DELL MARKETING L P	CL-140299	2,998.92
200114	DENAULT'S HARDWARE	CL-140924	249.76
		CL-141164	58.76
200115	DUNN-EDWARDS CORP	CL-140302	3,058.01
		CL-140786	2,872.60
		CL-141843	1,033.86
		CM-150015	622.16-
200116	ENET COMPONENTS INC	CL-141169	366.12
200117	EVERYTHING MEDICAL LLC	PO-340057	9,214.76
200118	FEDERAL EXPRESS CORP	CL-140925	67.86
		CL-141851	2,499.42
200119	GAMETIME	CL-140306	3,946.89
200120	HIRSCH PIPE & SUPPLY	CL-140794	1,308.30
		CL-140928	108.85
200121	JOHNSTONE SUPPLY	CL-140929	2,720.88
200122	KENNYS AUTO UPHOLSTERY	CL-141177	150.00
200123	KNORR SYSTEMS INC	CL-140808	1,351.46
200124	LAWNMOWERS ETC	CL-141178	379.15
200125	LOCAL JANITORIAL & VACUUM	CL-140812	269.49
200126	BARRETT-ROBINSON INC	CL-140268	18.97
200127	CITY OF SAN CLEMENTE	CL-142101	18,461.29
200128	CITY OF SAN JUAN CAPISTRANO	CL-140221	4,326.98
200129	CONSOLIDATED ELECT DISTR	CL-140875	55.05
200130	G.A. DOMINGUEZ	CL-141355	16,600.60
200131	GOVERNMENT FINANCIAL	PO-333657	5,611.82

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===== Fiscal Year: 2014-15 =====
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Warrant Number	Name of Payee	Reference Number	Amount
200132	MOULTON NIGUEL WATER	CL-140235	100.48
200133	SAN DIEGO GAS & ELECTRIC	CL-142106	311,533.39
200134	SANTA MARGARITA WATER	CL-142102	3,358.97
200135	SO CAL GAS CO	CL-140246	1,543.43
200136	SOUTH COAST WATER DISTRICT	CL-142103	7,144.30
200137	BANK OF AMERICA NATIONAL	PO-341145	49,815.60
200138	DISCOVERING SCIENCE	PO-340369	1,870.00
200139	IDEAL COMPUTER SOUTH	PO-341072	6,870.00
200140	OCEAN INSTITUTE	PO-340756	1,500.00
		PO-340757	150.00
200141	RELIANCE COMMUNICATIONS LLC	PO-340326	12,500.00
200142	SOUTH COAST ROP	PO-331422	1,150,892.51
200143	OPPORTUNITY FOR LEARNING	CL-141563	4,516.21
		CL-141564	2,174.29
		CL-141566	5.91
		CL-141973	40.00
200144	1800WHEELCHAIR.COM	CL-141571	90.00
200145	MAACO COLLISION REPAIR & AUTO	CL-141369	182.00
		CL-141370	3,708.24
		CL-141572	1,987.76
		CL-141573	1,259.09
200146	MISSION AUTO SERVICE	CL-141574	2,418.01
200147	MR. M'S WORLD	CL-140337	521.80
200148	McKENDRY DOOR SALES & SERVICE	CL-141575	270.00
200149	NATIONWIDE FIRE PROTECTION	CL-141577	2.15
200150	NCS PEARSON	CL-141582	1,631.99
		CL-141583	174.42
200151	ONE STOP BINDERY	CL-141578	2,906.25
200152	ORANGE COUNTY REGISTER	CL-141579	2,008.56
200153	PACWEST AIR FILTER LLC	CL-141580	137.33
200154	PC MALL GOV	CL-141581	99.84
200155	PERMA-BOUND	CL-141584	633.90
200156	PRAXAIR	CL-141585	67.10
		CL-141586	67.13
200157	PRINCIPALS ESSENTIALS INC	CL-141587	343.00
200158	PSYCHEMEDICS	CL-141588	111.80
200159	SAFETY KLEEN CORP	CL-141589	470.96
200160	SEHI COMPUTER	CL-141590	1,148.58
200161	SELECT EQUIPMENT SALES INC	CL-141591	91.26
200162	SIERRA SOIL	CL-141592	243.00
200163	SMARDAN SUPPLY COMPANY	CL-140365	4,374.69
200164	SMOG EXPRESS	CL-141593	103.90
200165	SOUTH COAST FIRE PROTECTION	CL-141595	513.00

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Warrant Number	Name of Payee	Reference Number	Amount
200166	SPICERS PAPER CO	CL-141947	127.26
		CL-141959	4,421.72
		CL-141960	3,479.23
		CL-142099	568.62
200167	SUNBURST DIGITAL INC	CL-141426	1,196.00
200168	WAL MART COMMUNITY/GECRB	CL-140085	18.30
		CL-140086	77.34
		CL-140087	404.03
		CL-140088	1,019.39
		CL-140089	181.54
		CL-141019	71.90
		CL-141020	171.72
		CL-141022	115.07
		CL-141024	1,360.17
200169	WATERLINES TECHNOLOGIES INC	CL-140501	508.14
		CL-141779	5,407.23
		CL-141780	33.05
		CL-141781	384.04
200170	YALE CHASE EQUIPMENT AND	CL-141438	241.33
		CL-141481	27.47
200171	WAL MART COMMUNITY/GECRB	CL-140090	178.14
200172	SPARKLETTS	CL-141747	39.19
		CL-141748	90.65
		CL-141749	37.14
		CL-141750	143.83
		CL-141762	43.26
		CL-141763	475.50
		CL-141771	112.74
		CL-141773	50.10
		CL-141775	18.66
		CL-141776	88.38

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Warrant Number	Name of Payee	Reference Number	Amount
200173	SPARKLETTS	CL-141751	21.80
		CL-141752	14.35
		CL-141753	51.60
		CL-141754	33.07
		CL-141755	22.83
		CL-141756	25.87
		CL-141757	26.53
		CL-141758	40.00
		CL-141759	50.22
		CL-141760	18.07
		CL-141761	18.08
		CL-141764	44.13
		CL-141765	28.92
		CL-141766	38.10
		CL-141767	55.49
		CL-141768	36.08
		CL-141772	59.90
		CL-141774	83.38
		CL-141777	159.69
		CL-141778	10.31
200174	COACH FOREIGN LANGUAGE PROJECT	PO-340504	120.00
200175	GARCIA, IRMA R.	CL-140431	3,083.20
		CL-141625	686.60
200176	GINSBERG-BROWN, CLAUDIA	CL-141658	54.60
200177	MCMORRAN-MAUS, KRISTA	CL-141372	300.00
200178	O'ROURKE, PATRICK	PV-150136	969.12
200179	STROUPE, ERIC	CL-140491	1,015.00
200180	WARD, ROBBIN	CL-141977	202.23
200181	BRISTOW, JEFFREY	CL-140138	130.00
		CL-140139	130.00
		CL-141983	890.00
		CL-141984	890.00
200182	DEPT OF GENERAL SERVICES	CL-141968	9,523.50
200183	ECRA GROUP INCORPORATED	CL-140148	6,410.53
200184	JUDY LEMM CONSULTING	CL-141486	3,550.00
200185	ORANGE CTY DEPT EDUC	CL-140462	4,500.00
		CL-142008	292.50
200186	PROFESSIONAL TUTORS OF AMERICA	CL-141013	1,457.50
200187	SOUTH COAST ROP	CL-141552	30,297.89
		CL-141557	14,585.96
200188	THE BRIDGEWORKS GROUP	CL-141018	10,249.00
200189	THOMAS KELLY SOFTWARE ASSOC LP	CL-142077	1,990.00
200190	CONTROLTEC INC	PO-340142	15,084.00
200191	COX COMMUNICATIONS	CL-141952	17,598.62
200192	MOBILE COMM REPAIR INC	PO-341026	9,225.00

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Warrant Number	Name of Payee	Reference Number	Amount
200193	NCS PEARSON	CL-141640	5,822.04
		CL-141641	5,009.15
		CL-141642	241.52
		CL-141643	579.92
200194	ORANGE COUNTY REGISTER	CL-141408	393.24
		CL-141409	1,089.24
200195	PRINT & FINISHING SOLUTIONS	CL-141644	323.07
200196	REPAIRZOOM	CL-141626	14.22
		CL-141646	238.48
200197	SOUTH COAST MEDICAL GROUP	CL-141596	1,745.56
		CL-141597	821.44
200198	TIFCO INDUSTRIES	CL-141599	88.84
		CL-141600	263.18
200199	TRUE GRITS	CL-141601	4,534.95
200200	TUTTLE-CLICK FORD	CL-141602	1,555.16
200201	VERIZON WIRELESS	CL-141603	172.28
200202	WATERLINES TECHNOLOGIES INC	CL-141604	3,456.43
		CL-141605	735.18
200203	WESTERN PUMP	CL-141606	453.08
		CL-141607	453.08
200204	FRIEDLANDER, DOROTHY	PV-150134	142.24
200205	MORAND, CARA	PV-150135	173.60
200206	NORRIS, MAUREEN	CL-142043	65.52
200207	WILBUR, SANDRA S	CL-142044	65.52
200208	BROWNE, CAROLE	CL-142040	160.16
200209	DAGARIN, JEAN-MARI	CL-142041	70.28
		CL-142042	70.28
200210	BANH, JULIE/NAM	PV-150114	605.88
200211	CRABTREE, CHAD & AUREEN	PV-150115	344.96
200212	CUHADAROGLU, MEHMET OR BELGIN	PV-150116	1,009.12
200213	FERREN, MATTHEW & KATIE	PV-150117	72.35
200214	GRAGG, PATRICK & TERRY	PV-150118	229.15
200215	JUNCAJ, EMILIO & LESLI	PV-150119	106.62
200216	LONGORIA, RICARDO/YVONNE	PV-150120	2,553.61
200217	O'CONNOR, BRENDAN & JACQUELINE	PV-150121	527.75
200218	SQUIRRELL, BRANDON & ELIZABETH	PV-150122	529.99
200219	UNGOS, JAY AND MARIE	PV-150123	486.75
200220	AGNIHOTRI, SAJAL	CL-141343	78.00
200221	BETONTE, AMY	CL-142067	15.00
200222	BOULES, SARAH ANN	CL-142068	20.00
200223	BRIAN, ANDREW	CL-141344	16.00
200224	CHASSEY, EMMA ALEXIS	CL-141345	81.00
200225	CROY, DYLAN	CL-141346	80.00
200226	FLORES, WENDY	CL-142071	88.00
200227	GORSLINE, KIRRA	CL-141347	80.00

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Warrant Number	Name of Payee	Reference Number	Amount
200228	HEALEY, SHANE CARSON	CL-142072	15.00
200229	HOFFMAN-BRIONES, CHRISTIAN	CL-141349	22.00
200230	HOWARD, ALEXIS	CL-142073	81.00
200231	JENSEN, CAROLINE	CL-142069	15.00
200232	LAIDLEY, JOANIE	PV-150124	103.60
200233	LANDRY, AMBER	CL-142074	60.00
200234	LUDVIGSON, JULIAN BANTZ	CL-142075	15.00
200235	MUNSON, NICOLE MARIE	CL-142070	20.00
200236	NAVAL, JAYCIE	CL-141350	13.00
200237	O'KEEFE, JILL	CL-142076	81.00
200238	PIERCE, LAUREN	CL-142078	81.00
200239	PLETT, HANNAH MICHELLE	CL-142079	72.00
200240	ROSANSKY, JESSICA	CL-141351	85.00
200241	SAMMUT, JOHN	CL-141352	89.00
200242	SNOWDEN, MARYBETH (SAMMIE)	CL-140759	101.00
200243	SULLIVAN, LISSA	PV-150129	119.00
200244	WILSON, BRYAN	CL-141354	8.00
200245	YOGI, KRISTEN MARY	CL-142080	91.00
200246	HSU, KIMBERLY JANELLE	PV-150125	411.25
200247	KOENEN, JESSICA	PV-150126	445.00
200248	LEWIS, VICTORIA	PV-150127	250.00
200249	SILVA, DANIEL	PV-150128	235.00
200250	THORPE, ADELE	PV-150130	560.00
200251	WILLIAMS, TARA	PV-150131	445.00
200252	ATKINSON ANDELSON LOYA	CL-140137	4,157.29
		CL-142083	16,833.17
		CL-142084	106.95
		CL-142085	205.77
		CL-142086	9,435.17
200253	DANNIS WOLIVER KELLEY	CL-142053	1,543.50
200254	LAW OFFICES OF MICHELLE ORTEGA	CL-141985	1,375.00
200255	STUTZ ARTIANO SHINOFF & HOLTZ	CL-140179	118,189.91
		CL-141611	102,942.19
200256	ATKINSON ANDELSON LOYA	CL-142092	2,154.11
200257	CalPERS	PO-341138	3,887.00
200258	KEENAN & ASSOCIATES	PO-340796	167,570.00
200259	CAPISTRANO UNIFIED SCHOOL DIST	CL-142021	77,851.25
		PO-340311	47,312.07
200260	METROPOLITAN EMPLOYEES	PO-340308	3,176,489.84
		PO-340401	20,658.00
200261	WAXIE	-	
		CL-141782	34,496.52
200262	WAXIE	CL-141782	10,282.03
		CL-141966	8,614.30
899 Warrants			\$17,636,433.78

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014
Above All Names Construction Services, Incorporated	Bid No. 1112-11, Concrete Maintenance & Repair	10/26/2011
Advantage Imaging Supply, Inc.	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
AJ Fistes Corporation	Bid No. 1415-04, General Contractor Services	6/11/2014
American Logistics Co., LLC	Bid No. 1415-02 - Outsource Transportation Service	6/11/2014
AMS.NET Inc.	California Multiple Award Schedule Contract No. 3-09-70-0291Q, Electronic Data Processing (EDP) Equipment and Service	4/13/2010
AMS.NET Inc.	Western State Contracting Alliance (WSCA) WSCA 7-08-70-13, CA Participating Addendum AR-233 Cisco Networking Communications and Maintenance	11/9/2010
AMS.NET Inc.	California Multiple Award Schedule (CMAS) Contract No. 3-11-70-0291U, Purchase and Warranty of Hardware, Software, Software Maintenance, Installation, Maintenance and Repair	5/25/2011
AMS.NET Inc.	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
Apex Learning, Inc.	RFP No. 6-1314, Credit Recovery Services	4/23/2014
Architectural Roofing Systems dba Pacific Roofing Systems	Bid No.1314-19, Roofing Repairs and Maintenance	3/12/2014
Atkinson, Andelson, Loya, Rudd & Romo	RFQ No. 10-0809 General Legal Services	12/15/2009
Auditory Instruments, Inc	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
AVES Audio Visual Systems, Inc	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
B&H Foto & Electronics, Corp	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
Ben's Asphalt, Inc.	Bid No. 1213-03 Asphalt Paving, Seal coating and Repair	5/22/2013
Bergman Dacey Goldsmith	RFQ No. 10-0809 General Legal Services	12/15/2009
Bowie, Arneson, Wiles, and Giannone	RFQ No. 10-0809 General Legal Services	12/15/2009
CA Track & Engineering	CMAS 4-09-78-0048A - Advanced Polymer Playground Surface Rubberized Sport Surface, Synthetic Track	9/12/2011
California Western Visuals	CMAS 3-08-70-2515A, GSA No GS-35F-0087U, Smart Technologies Interactive Shite Boards Hardware and Software	6/12/2013
Camcor, Inc	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
CDW Government, LLC	Bid No. 1415-12, Chromebooks	7/23/2014
CDWG	Western State Contracting Alliance (WSCA) Contract No. 7-08-70-13 Cisco Networking Communications and Maintenance	11/9/2010

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

VENDOR	TITLE	BOARD APPROVAL DATE
CDWG	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services	3/28/2012
CDWG	Dester Sands Unified School District Bud No. 13/14-003, Chromebooks	12/11/2013
Certified Transportation Services, Inc.	Bid No.1314-15 Co-Curricular Bus Service	12/11/2013
Cintas Corporation	RFP No. 3-1011, Uniform Service	12/7/2010
Collins & Aikman Floor covering, Inc. C&A/Tandus	Santa Monica-Malibu Unified School District Bid No. 9.10 Flooring Material District wide	5/14/2012
Commercial & Industrial Roofing Co., Inc.	Bid No. 1314-24 San Clemente High School Roof Replacement	5/28/2014
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
Culver-Newlin	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Culver-Newlin	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Culver-Newlin	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Dave Bang Associates, Inc.	Colton Joint USD Bid No. 09-01, Playground Equipment, Safety Surfacing, Outdoor Site Furnishings, DSA Shade Shelters	4/13/2010
David Taussig & Associates, Inc.	RFP No. 6-1011 Special Tax Consulting Services for Public Financing	4/11/2011
DecisionInsite	RFQ No. 6-1213, Demographic Consultant Services	3/27/2013
Dell Computer (Dell Marketing LP)	California Multiple Award Schedule Contract No. 3-94-70-0012, Purchase of Computer-Related Hardware, Software and Networking Equipment	7/21/2008
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Diversified Metal	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Dolinka Group	RFQ No. 5-1314 Developer Fee Consultant Services	10/9/2013
Dominos Pizza	Bid No. 1112-07 Pizza Service	8/24/2011
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Earthwalk Communications, Inc.	Bid No. 1415-01, Audio Visual Equipment	7/9/2014
Extron Electronics	California Multiple Award Schedule Contract No. 3-07-70-2382A, General Services Administration Schedule No. GS-35F-4545G, Information Technology Goods and Services	7/9/2014
Fieldman Rollapp & Associates	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
First Student, Incorporated	RFP No. 1314-15, Co-Curricular Bus Service	12/11/2013
Follett	RFP No. 11.1314, Central Library, Textbook and Asset Management System	5/14/2014
Frontline Technologies	RFP No. 12-1314, Absence Management System	5/14/2014
Fusionstorm	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27161 awarded to EMC Corp., California Participating addendum, Computer Equipment, peripherals, and related services.	3/28/2012
GA Dominguez	Bid No 1314-14 Movement and Reconfiguration of Relocatable Buildings	12/11/2013
Galasso's Bakery	Bid No. 1415-05, Fresh Bakery and Bread Products	6/25/2104
Gilbert & Stearns, Inc.	Bid No. 1314-18 Electrical Service	1/8/2014
Golden Star Technology, Inc dba GST	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
Government Financial Services	RFQ No. 8-1011, Financial Advisory Services	1/9/2012
Great Western	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Harris Steel Fence Co., Inc.	Bid No. 1314-20 Fence Repairs and Maintenance Districtwide	3/12/2014
Hertz Furniture	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
HMC Architects	RFQ No. 4-1314, Architectural Services	12/11/2013
Hollandia Dairy	Bid No 1314-17, Milk and Dairy Products	3/12/2014
Howard Technology Solutions, a Division of Howard Industries, Inc.	Bid No. 1415-12, Chromebooks	7/23/2014
IBI Group	RFQ No. 4-1314, Architectural Services	12/11/2013
Illuminate Education, Inc.	RFQ No. 7-1011 Student Assessment Data Management System	5/25/2011
Insight Systems Exchange	Bid No. 1112-15 Refurbished Computer Equipment	10/24/2012
IPC (USA), Inc.	Multi-District Cooperative Bid No. 108-13, Fuel (Gasoline and Diesel)	7/24/2013

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

VENDOR	TITLE	BOARD APPROVAL DATE
JFK Transportation, Co., Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
JL Cobb Painting	Bid No. 1314-21 Painting Services	3/12/2014
Johnstone Supply	County of Orange Contract No. MA-080-1701016 - Air Conditioning, Refrigeration Equipment, Parts & Supplies	8/24/2011
Jones-Campbell Company	Glendale Unified School District Bid No. P-16 09/10 School Furnishings, Office Furnishings and Accessories	10/9/2013
Jostens	RFP No. 2-1314 High School Products and Senior Services	9/11/2013
Keenan & Associates	RFQ No. 12-0809 Insurance Broker for Capistrano Unified School District's Excess Worker's Compensation Insurance	5/11/2009
Knowland Construction Services	RFQ No 4-1011, DSA Approved Inspector of Record	1/11/2011
Lenovo (United States), Incorporated	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27168	6/25/2014
Lifetouch National School Studios	RFP No. 7-1314 Photography Services	6/11/2014
MTGL, Inc.	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
Ninyo & Moore	RFQ No. 5-1011 Special Inspections and Materials Testing	1/11/2011
NvLS Professional Services, LLC	RFQ No. 2-1213, E-Rate Consultant	6/27/2012
Office & Ergonomic Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Office Depot	Newport-Mesa Unified School District Bid No. 109-12 Office & School Supplies and Equipment	7/9/12
Office Depot	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
P&R Paper Supply Co.	Bid No. 1213-03 Paper and Plastic Products for Food and Nutrition Services	7/25/2012
Pacific Coast Sightseeing Tours & Charters	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Pacific Plumbing Co. of Santa Ana, Inc.	Bid No. 1213-01 - Plumbing Services	5/23/2012
Pacwest Air Filter	Palo Verde Unified School District Bid No. 111201, HVAC Filters and Installation	6/27/2012
Paradigm Health Care Services	RFP No. 6-0910 Medi-Cal Billing Services	6/15/2010
Pathway Communications, Limited	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
PC & MacExchange	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
Pritchard Supply, Inc. dba Johnstone Supply	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Pro SLV, Inc	Bid No 1415-01 AudioVisual Equipment	7/9/2104
Reliance Communications	RFQ 3-1314 Mass Notification System	8/14/2013
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8/20/2012
SHI International Corp.	Wasco Union Elementary School District RFP Project No. 059-12M.1 Microsoft Products	11/14/2012
Silver Creek Industries, Inc.	Los Alamitos Unified School District Bid No. 2010-0001, Purchase, Relocation, Dismantle and Removal of DSA Portable Classroom	4/23/2014
Simonson Photography, Incorporated	RFP No. 7-1314 Photography Services	6/11/2014
South Coast Photographic	RFP No. 7-1314 Photography Services	6/11/2014
South Orange County Community College District (Saddleback)	RFP No. 1-1314, After School Enrichment Activities and Camps Program Provider	4/24/2013
Southwest School and Office Supply	Val Verde Unified School District, Bid No 12/13-001 - Just-N-Time Classroom and Office Supply System	10/23/2013
Sparkletts	County of Orange Master Agreement No. MA-017-13011174, Bottled Water	7/24/2013
Sumner Photography and Publishing, Inc	RFP No. 7-1314 Photography Services	7/9/2014
Tel-Tec Security System	CMAS 4-11-84-0037A - Security Systems	9/12/2011
Transportation Charter Services, Inc.	Bid No. 1314-15 Co-Curricular Bus Service	12/11/2013
Troxell Communications, Inc	Bid No. 1415-01 Audio Visual Equipment	7/9/2104
United Refrigeration Inc.	County of Orange Contract No. MA-080-12010167 Air Conditioning, Refrigeration Equipment, Parts and Supplies	8/24/2011
Vavrinek, Trine, Day & Co., LLP	RFP No. 2-0708 Audit Services	4/21/2008
Vending +Plus	RFP No. 4-1213, Snack & Beverage Vending Services	8/20/2012
Virco	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Wards Media Technology	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
Waterline Technologies, Inc.	LAUSD Bid No. IFB C-1030, Swimming Pool Chemicals	3/28/2012
Waxie's Enterprises, Inc. dba Waxie Sanitary Supply	San Diego Unified School District Bid No. GD-13-0006-64, Custodial and Janitorial Products	1/23/2013
West Coast Arborists, Inc.	Bid No. 1112-10 Tree Trimming Maintenance Service	9/26/2011

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

VENDOR	TITLE	BOARD APPROVAL DATE
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
WW Grainger, Incorporated	State of Nevada, Division of Purchasing, and Western States Contracting, Alliance Contract NO. 1862, Awarded to WW Grainger, California Participating Addendum No. 7-11-51-02	10/26/2011
Xerox Corporation	California Multiple Award Schedule Contract No. 3-01-36-0030A, Purchase and Warranty of Hardware and Software, Installation, Maintenance, Software Maintenance, License and Training on Xerox Products	6/15/2010
Zonar Systems, Inc.	RFP No. 1-1415, Global Positioning System	7/23/2014

VENDOR PAYMENTS OVER 250K AS OF 7/29/14

2013-14

118161	CAPISTRANO CONNECTIONS ACADEMY	718,331.00
015900	CAPO-LAGUNA BEACH ROP	1,195,776.36
144459	E L ACHIEVE	254,384.55
120832	METROPOLITAN EMPLOYEES	7,037,947.16
066570	ORANGE COUNTY DEPT OF EDUC	732,566.28
146264	OXFORD ACADEMY	318,541.00
078255	SAN DIEGO GAS & ELECTRIC	982,613.23
150282	SILVER CREEK INDUSTRIES INC.	382,401.65
145062	STUTZ ARTIANO SHINOFF & HOLTZ	264,324.05
147868	US BANK	2,447,009.63

AUGUST 13, 2014 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

NEW AGREEMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1415065	3	General Fund	Thinking Maps, Incorporated	Provide Training on Thinking Maps	8/14/2014- 6/30/2015	\$ 10,000.00
TOTAL							\$ 10,000.00

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
FSA	1415055	5	M&O	Prosurface	Routine and Usual Maintenance for the Preservations and Protection of Eight (8) Tennis Courts at Tesoro High School	7/21/2014- Upon Completion of Work	\$ 46,980.00
FSA	1415062	5	SJHHS	Digital Networks Group, Incorporated	Materials and Labor to Install 10 Extron PoleVault Systems for Overhead Projectors .	8/1/2014 - Upon Completion of Work	\$ 69,641.40
FSA	1415063	5	Facilities	Vanguard Flooring, Incorporated	Flooring Installation, 10 Portable Classrooms, San Juan Hills High School	8/1/2014 - Upon Completion of Work	\$ 16,559.70
FSA	1415064	5	Facilities	Oten Products, Incorporated	Remove and Replace Toilet Partions, Ladera Ranch Middle School	8/1/2014 - Upon Completion of Work	\$ 5,981.75
ICA	1415066	5	Transportation	Silver State Coach, Incorporated	Charter Buses for Students	7/15/2014-6/30/15	\$ 10,000.00
FSA	1415067	5	Hidden Hills ES	Ward's Media Tech	Equipment and Labor to Install Wall-Mount BenQ Projector MW820ST in 16 Classrooms	7/21/2014- Upon Completion of Work	\$ 30,411.20
FSA	1415068	5	M & O	Pacific MH Construction, Incorporated	Maintenance and Repairs as Needed When District's Awarded Contractors are Unable to Perform the Work	7/21/2014-6/30/15	\$ 70,000.00
FSA	1415069	5	Facilities	Pacific MH Construction, Incorporated	Material and Labor to Install Wall Tile as Needed in Boy's and Girl's Restroom and Men's and Women's Staff Restrooms. Replace and Repair Relocation of Sink, Toilet and Partition Walls of Each Room - Ladera Ranch Middle School	7/21/2014- Upon Completion of Work	\$ 8,460.00
MCA*	1415070	3	Special Ed	Excelsior Youth Centers, Incorporated	Basic Education Program/Special Education Instruction, Residential Mental Health Services	7/1/2014- 6/30/15	\$ 150,000.00
FSA	1415071	5	M & O	Vanguard Flooring, Incorporated	Flooring Installation as Needed Districtwide	7/1/2014- 6/30/15	\$ 55,000.00
TOTAL							\$ 463,034.05

AUGUST 13, 2014 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213111	2	NA	Vending +Plus	Snack and Vending Services	8/21/2014- 8/20/2015	N/A
ICA	1213113	5	Worker's Compensation	AON Risk Solutions	Actuarial Services for Its Self-insured Workers Compensation Program	9/11/2014-9/10/20/15	\$ 3,800.00
ICA	1213115	3	PTA-Gift	Mary Bestgen	Consulting Fee for MIND Music	9/11/2014-9/10/20/15	\$ 9,000.00
ICA	1213116	3	CHIEF	YMCA of Orange County (Carl Hankey K-8)	Physical Fitness Program that Supplements PE Curriculum to CUSD Students	9/18/2014-9/17/2015	\$ 16,600.00
ICA	1314046	3	Title II	Silicon Valley Mathematics Initiative, LLC	Provide Math Training to CUSD Teachers	8/15/2014-8/14/2015	\$ 2,000.00
TOTAL						\$	31,400.00

EXTENSION RATIFICATION

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213001	3	General	Brainfuse, Incorporated	Online Tutoring Services up to 125 Hours	7/01/14-6/30/15	\$ 3,600.00
TOTAL						\$	3,600.00

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
PSA	1213005	3	Special Ed	Deafinitely Professional Interpreting Services	Interpreter Services	Increase Contract from \$143,500 to \$144,370	\$ 870.00
PSA	1213029	3	Special Ed	Irma Garcia	Counseling Services	Increase Contract from \$41,500 to \$42,186.60	\$ 686.60
ICA	1314141	5	Transportation	Hot Dogger Tours, Incorporated dba Gold Coast Tours	Charter Buses to Transport Students	Revised New Fee Schedule	N/A
ICA	1314162	5	M&O	The Alarm and Sprinkler Company, Incorporated	Fire Alarm Inspections, Certifications and Repairs	Increase Contract from \$60,000 to \$80,000	\$ 20,000.00
MCA*	1415048	3	Special Ed	Olive Crest Academy	Basic Education Program/Special Education Instruction	Revised New Fee Schedule	N/A
TOTAL						\$	21,556.60

AUGUST 13, 2014 BOARD MEETING
DISTRICT STANDARDIZED
INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

ICA - Independent Contractors Agreement

PSA - Professional Services Agreement

MC- Master Contract

Pillar 1 Community Relations

Pillar 2 Safe & Healthy Schools

Pillar 3 Academic Achievement & Enrichment

Pillar 4 Character Development

Pillar 5 Effective Operations

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



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of August 14, 2014 by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

THINKING MAPS, INCORPORATED

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing August 14, 2014 through June 30, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____



Special Contractual Agreement for Purchase of Consulting Services and Materials

Contract Number: 7619 (will appear on your invoices for these days)

This agreement entered into on 4/8/2014, by and between the Contractor, Thinking Maps Inc., and the Customer:

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, CA 92675

The Contractor shall perform services for and provide materials to the Customer according to the enclosed proposal (if requested as an enclosure). The Customer will submit a purchase order to the Contractor for materials prior to shipment of materials and prior to consultative services being performed.

The Customer agrees to pay the Contractor within 30 (thirty) days upon receipt of an invoice for completion of each day of consultative service in the amount of **\$2000.00** per day for a total of **5** day(s). The following dates are scheduled: **8/25/2014, 8/26/2014, 8/27/2014, 2 TBD.** Please be aware that should any fraction of a contracted day be performed, the day will be billed as a full day.

The Contractor shall commence performance of this agreement on **8/25/2014** . Any changes to dates on this agreement must be performed no later than **4/8/2015.**

Cancellation / Date Change Policy

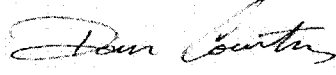
Ten (10) business days advance notice in writing via email (dan@thinkingmaps.com) or fax (919-678-8782) is required for any contract cancellations or date changes. If the Customer cancels the contract or changes a scheduled training date within 10 business days of the contracted date, the Customer will be billed for all consultant fees, unless the cancellation or change is the result of "acts of God" or *force majeure*.

**Special Contractual Agreement for
Purchase of Consulting Services and Materials**

Contract #: 7619
Consultant Name: Ms. Kristin Clark
Description of Training: Thinking Maps TOT

_____	_____
Customer Name (Please print or type name of entity)	Federal Identification Number
_____	_____
Customer Address	Signature
_____	_____
City • State • Zip	Print Name and Title
_____	_____
Phone Number	Date

Thinking Maps Inc.
401 Cascade Pointe Lane
Cary, North Carolina 27513

Federal I.D. #: 56-1717372

Signature: Dan Courtney
Office Manager
dan@thinkingmaps.com
4/8/2014

Please mail or fax a signed copy of this contract within 15 business days
from (4/8/2014) to:

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



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 14 day of August 2014, by and between Prosurface, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

- 1. The Contractor shall furnish the District for an amount not to exceed \$ 46,980.00 the following:
Tesoro high School - routine and usual maintenance for the preservation and protection of eight (8) tennis courts.
District agrees to pay Prosurface for materials upon delivery
- 2. The term of the Contract shall begin on 7/21/2014 and end Upon completion of work.
- 3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
- 4. Inspection shall be performed by the Director, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
- 5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
- 6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- W-9 Request for Taxpayer Identification Number and Certification
- Quote/Proposal, dated _____
- Plans and Specifications/Scope of Work
- Worker's Compensation Certificate
- Purchase Order Number PO 341139
- Liability Insurance Certificate
- Guarantee
- Certification by Contractor of Criminal Records Check
- Contractor's Certificate Regarding Non-Asbestos Containing Materials
- Payment Bond \$ _____
- Faithful Performance Bond \$ _____
- California State Contractor's License Number _____
- Drug-Free Workplace Certification
- Tobacco Use Policy
- Other Compliance with Safety Regulations

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

PR 427210

ProSurface

1555 Mesa Verde Dr. East #51L, Costa Mesa, CA 92626

Phone: (714)348-6427 Fax: (714)646-5044

July 7, 2014

RE: Tennis court repairs @ Tesoro High School, Capistrano Unified School District

Dear Ben,

Per your request, I am pleased to present the following proposal for the repairs of eight (8) tennis courts for the Tesoro High School tennis facility. The following repairs and resurfacing system is recommended to refurbish the courts:

FOUNDATION REPAIR/PREPARATIONS

- 1) Floor sand courts to be repaired and surfaced.
- 2) Diamond grind and/or sand court lines to remove existing non-bonded paint.
- 3) Patch all cracks as required. Cracks and holes will be filled with a mixture of CPB Binder, sand and cement per manufactures specs.
- 4) Caulking will be removed and reinstalled at all center expansion joints, and noted open court divider joints (not joints at base of fence lines).
- 5) Prime any grinded areas where concrete may be exposed prior to applying surface coatings.

SURFACE COATINGS

- 6) Apply one (1) Acrylic Resurfacer base coat with 60 silica sand to each court.
- 7) Apply two (2) Acrylic Color coats to each court to provide a medium/slow court speed. Colors to be blue interior and red exterior.
- 8) Paint lines with white textured line paint to USTA measurements.
- 9) Upon completion, the court areas will be left in a clean and usable condition.

*Structural blemishes are result of the foundation and cannot be guaranteed. Cracking will reoccur. Surface peeling is cause by moisture conditions which occur beneath the foundation. Scheduled court resurfacing/maintenance may help to contain courts imperfections, but will not permanently correct foundation blemishing. Court resurfacing is primarily to provide a cosmetically attractive and safe playing surface.

THE PRICE FOR THE WORK AS DESCRIBED IS:

Foundation Repairs.....	\$ 4,000.00
Caulking installation.....	\$ 4,060.00
Acrylic Resurfacer base coatings (\$700.00 per ct.).....	\$ 5,600.00
Acrylic Color System coatings (\$3,640.00 per ct.).....	\$29,120.00
Payment & Performance Bond (per CUSD requirements).....	<u>\$ 4,200.00</u>
	\$46,980.00 Total

*Cost breakdown:

Cost of materials, supplies and business.....	\$36,550.00
Cost of labor.....	<u>\$10,430.00</u>
	\$46,980.00 total

All work shall be in accordance with manufacturer's specifications. As a licensed contractor in The State of California, we carry the required Workers Compensation and insured. We thank you for the opportunity to quote you on this project and we look forward to speaking with you again soon.

Respectfully submitted,

Jeff Frantz
President

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. ProSurface is authorized to do the work as specified.

Signature _____ Date of Acceptance _____



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 14 day of August, 2014, by and between Digital Networks Group, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

- 1. The Contractor shall furnish the District for an amount not to exceed \$ 69,641.40 the following:
San Juan Hills High School, 10 classrooms: Materials and labor to install 10 Extron Polevault Systems for overhead projectors.
- 2. The term of the Contract shall begin on August 1, 2014 and end Upon completion of work.
- 3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
- 4. Inspection shall be performed by the Director, Construction & Facilities Planning or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
- 5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
- 6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- W-9 Request for Taxpayer Identification Number and Certification
- Quote/Proposal, dated 16014
- Plans and Specifications/Scope of Work
- Worker's Compensation Certificate
- Purchase Order Number _____
- Liability Insurance Certificate
- Guarantee
- Certification by Contractor of Criminal Records Check
- Contractor's Certificate Regarding Non-Asbestos Containing Materials
- Payment Bond \$ _____
- Faithful Performance Bond \$ _____
- California State Contractor's License Number _____
- Drug-Free Workplace Certification
- Tobacco Use Policy
- Other Compliance with Safety Regulations

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)



Quote 7/2/2014
 Project Number: AB# 16014CMAS

San Juan Hills HS 10 Rooms

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

Ship To:

Tel: 949-234-9200

Digital Networks Group shall provide the following work in (10) classrooms at San Juan Hills High School:

- * Extron 2 input Pole-vault system with HDMI & VGA inputs. This system includes switcher, MLC wall controller, input plates, and all cabling required for a complete installation.
- * (2) surface mount speakers per room
- * DNG to install district provided projectors
- * Power to the projector to be provided by others prior to DNG coming on site
- * Data cable to the MLCs will be provided by others

Please reference CMAS contract #3-07-70-2382A on Purchase Order

Mfr-Part No.	Qty	Description	Unit Price	Extended
<u>CUSTOM POLEVAULT SYSTEM:</u>				
Extron-26-621-50	10	Media Link Controller Cable: Bare Wires to 9-pin Female and IR Emitter Pigtail, 22 AWG - Plenum - 50' (15.2 m)		
Extron-26-626-50	10	Control and Power Cable for MediaLink Controller: Two 18 AWG conductors + low capacitance 22 AWG STP - Unterminated - Plenum - 50' (15.2 m)		
Extron-26-627-35	10	Speaker Cable: Pre-cut Two Conductor 18 AWG - Plenum - 35' (10.6 m)		
Extron-26-667-03	10	MicroDigital Ultra-Flexible HDMI Cable - 3 (90 cm)		
EXTRON 26-696-35	20	STP 201 PLENUM 35'		
Extron-42-103-13	10	Full-Range 8 Ohm Ceiling Speakers with 4 Low Profile Back Can, Pair		
EXTRON 60-1235-01	10	PVS 405D		
EXTRON 60-1335-03	20	PVT SW HDMI RGB D		
Extron-60-773-03	10	Universal Projector Mounting Bracket - White		
Extron-60-818-03	10	MediaLink Controller with Ethernet Control		
EXTRON 70-1034-03	10	PMK 560		
EXTRON 70-1064-01	10	PPS 35		
Extron-70-656-23	10	Projector Drop Ceiling Mount with Adjustable Pole		
Materials				35,766.40



Pricing Summary

This Quote is Valid for 30 Days.

This Lump Sum contract price includes all material, equipment, applicable tax and installation.

Shipping & Handling:

CA Local Tax

\$2,861.31

Lump Sum Project Total:

\$38,627.71

Terms

Net 30

Design Criteria / Assumptions:

1. Conduits/Electrical Work:

- * All conduit is usable and free of obstructions
- * Conduit, backboxes and sleeves provided by others
- * 110 VAC outlets and circuits not included
- * Core drilling not included, unless otherwise noted
- * Power Supplies, surge suppressors, UPS not included
- * Site shall be accessible during scheduled work hours

2. Pricing:

- * All Pricing is confidential

3. Quality Assurance:

- * All cabling complies with EIA-TIA 568/569B Standards
- * All work shall comply with applicable Building Codes
- * Changes to contract must be approved in writing

System Maintenance Offerings:

Ask about DNG's other comprehensive **Preventative Maintenance and Support Services** programs intended to supplement manufacturer's limited equipment warranties, provide ongoing technical support, prioritized emergency site response repairs, and periodic system training sessions. All of these recurring preventative maintenance features will help protect your AV system and financial investment. Please take advantage of these programs and contact your Account Manager or DNG's Service Group for coverage options -

Basic Maintenance Package: Preventative Maintenance Visit, System Status Reports, Help Desk Support, Emergency Response Priority, User Refresh Training, Extended Equipment Warranty, Labor, Free Shipping and Supplies Discounts.

Notice to Proceed

This document may serve as a Notice to Proceed to Digital Networks Group (DNG) in advance of a customary Purchase Order or Contract. Alternatively, this document may serve as a formal Purchase Order to DNG only in the event the Customer does not or cannot generate a formal Purchase Order or Contract to DNG. In either event, this agreement creates a binding contract between Digital Networks Group and the Customer. By signing this document the Customer is approving DNG to procure materials and to provide the installation services as specified without reservation, and the customer agrees to pay the Total Project Cost within the terms stated above. DNG is acting in good faith that the individual signing this document on behalf of the Customer is duly authorized to enter into this binding agreement.

Cancellation: If for any reason the customer provides a written Notice of Cancellation to terminate a portion of this project or the entire project, the customer agrees to pay DNG for pro-rated services rendered and products purchased and received which may not be returned to the factory, or in the event product may be returned, the customer agrees to pay DNG applicable vendor restocking charges up to the date of cancellation.

Account Manager: _____ Date: _____

Customer: _____ Date: _____





Quote 7/2/2014
 Project Number: AB# 16014-MISC

San Juan Hills HS 10 Rooms

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

Ship To:

Tel: 949-234-9200

Digital Networks Group shall provide the following work in (10) classrooms at San Juan Hills High School:

- * 109" diagonal 16:10 format manual pull down screen with mounting brackets
- * Raceway for cable pathways
- * DNG to install district provided projectors
- * Power to the projector to be provided by others prior to DNG coming on site
- * Data cable to the MLCs will be provided by others

Mfr-Part No.	Qty	Description	Unit Price	Extended
	10	OWNER FURNISHED PROJECTORS		
Draper, I-207167	10	Luma, 109, 16:10, Matt White XT1000E		
Draper, I-227016	10	T-Bar Twist Clips (Aluminum) (Star/Luma), Aluminum		
DNG4000	10	MISC CABLE SUPPORT		
DNG5000	10	LOT PANDUIT		
		Materials Sub-Total:		4,183.40
		Installation		26,349.21

Pricing Summary

This Quote is Valid for 30 Days.

This Lump Sum contract price includes all material, equipment, applicable tax and installation.

Shipping & Handling:	\$146.41
CA Local Tax	\$334.67
Lump Sum Project Total:	\$31,013.69



Terms

Design Criteria / Assumptions:

- 1. Conduits/Electrical Work:
 - * All conduit is usable and free of obstructions
 - * Conduit, backboxes and sleeves provided by others
 - * 110 VAC outlets and circuits not included
 - * Core drilling not included, unless otherwise noted
 - * Power Supplies, surge suppressors, UPS not included
 - * Site shall be accessible during scheduled work hours
- 2. Pricing:
 - * All Pricing is confidential
- 3. Quality Assurance:
 - * All cabling complies with EIA-TIA 568/569B Standards
 - * All work shall comply with applicable Building Codes
 - * Changes to contract must be approved in writing

System Maintenance Offerings:

Ask about DNG's other comprehensive **Preventative Maintenance and Support Services** programs intended to supplement manufacturer's limited equipment warranties, provide ongoing technical support, prioritized emergency site response repairs, and periodic system training sessions. All of these recurring preventative maintenance features will help protect your AV system and financial investment . Please take advantage of these programs and contact your Account Manager or DNG's Service Group for coverage options -

Basic Maintenance Package: Preventative Maintenance Visit, System Status Reports, Help Desk Support, Emergency Response Priority, User Refresh Training, Extended Equipment Warranty, Labor, Free Shipping and Supplies Discounts.

Notice to Proceed

This document may serve as a Notice to Proceed to Digital Networks Group (DNG) in advance of a customary Purchase Order or Contract. Alternatively, this document may serve as a formal Purchase Order to DNG only in the event the Customer does not or cannot generate a formal Purchase Order or Contract to DNG. In either event, this agreement creates a binding contract between Digital Networks Group and the Customer. By signing this document the Customer is approving DNG to procure materials and to provide the installation services as specified without reservation, and the customer agrees to pay the Total Project Cost within the terms stated above . DNG is acting in good faith that the individual signing this document on behalf of the Customer is duly authorized to enter into this binding agreement.

Cancellation: If for any reason the customer provides a written Notice of Cancellation to terminate a portion of this project or the entire project, the customer agrees to pay DNG for pro-rated services rendered and products purchased and received which may not be returned to the factory, or in the event product may be returned, the customer agrees to pay DNG applicable vendor restocking charges up to the date of cancellation.

Account Manager: _____ Date: _____

Customer: _____ Date: _____





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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 14 day of August 2014, by and between Vanguard Flooring, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 16,559.70 the following:
San Juan Hills High School - flooring installation in ten (10) Portable Classrooms
2. The term of the Contract shall begin on August 1, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- W-9 Request for Taxpayer Identification Number and Certification
- Quote/Proposal, dated 6/24/2014
- Plans and Specifications/Scope of Work
- Worker's Compensation Certificate
- Purchase Order Number _____
- Liability Insurance Certificate
- Guarantee
- Certification by Contractor of Criminal Records Check
- Contractor's Certificate Regarding Non-Asbestos Containing Materials
- Payment Bond \$ _____
- Faithful Performance Bond \$ _____
- California State Contractor's License Number _____
- Drug-Free Workplace Certification
- Tobacco Use Policy
- Other _____

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

VANGUARD FLOORING, INC.
 LICENSED FLOORING CONTRACTOR # 939939

Business Address
 24156 Vista D'Oro
 Monarch Beach, CA. 92629
 PH 949-257-3635
 FX 949-481-0959

Attn: Ryan Carter	Phone: 949-234-9549
Date: June 24, 2014	Fax:
SOLD TO: Capo USD 32972 Calle Perfecto San Juan Capistrano, CA. 92675	PROJECT: San Juan Hills HS 29211 Vista Montana San Juan Capistrano, CA. 92675 New Portable Install 7 Total Carpet 3 Total VCT

LINE ITEM PROPOSAL

FURNISH AND INSTALL:

Install carpet	749 sy @	5.00	\$3,745.00
Install geotile	21 sy @	6.00	\$126.00
Floor prep	21 hr @	55.00	\$1,155.00
Supply and install 4" rubber base	1250 lf @	1.60	\$2,000.00
Install vct	2970 sf @	1.05	\$3,118.50
Skim coat and sand	2970 sf @	0.54	\$1,603.80
Clean seal and polish	2970 sf @	0.67	\$1,989.90
Supply vct	2970 sf @	0.95	\$2,821.50

[Handwritten Signature] 6/26/14

Total Price Including Tax: \$16,559.70

Qualifications/Alternates	Price

Bid price excludes excessive floor preparation, furniture moving, removal of existing flooring, cleaning, waxing, or protection unless noted. All work to be performed during normal working hours Monday-Friday unless noted.

Estimate provided by: Derrick Mandoza **Accepted** **Date**
 Phone: 949-257-3635

Terms: _____
 Remainder: net 30 days (upon completion)



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 14 day of August 2014, by and between Glen Products, Incorporated; hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 5,981.75 the following:
Ladera Ranch Middle School - remove and replace toilet partiitiions

2. The term of the Contract shall begin on August 1, 2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- W-9 Request for Taxpayer Identification Number and Certification
- Quote/Proposal, dated #59680, 6/18/2014
- Plans and Specifications/Scope of Work
- Worker's Compensation Certificate
- Purchase Order Number _____
- Liability Insurance Certificate
- Guarantee
- Certification by Contractor of Criminal Records Check
- Contractor's Certificate Regarding Non-Asbestos Containing Materials
- Payment Bond \$ _____
- Faithful Performance Bond \$ _____
- California State Contractor's License Number _____
- Drug-Free Workplace Certification
- Tobacco Use Policy
- Other Compliance with Safety Regulations

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

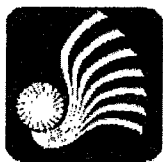
Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)



Glen Products Inc

Restrooms.com Div.

3200 West Warner Avenue state Lic.#732126
 Santa Ana, CA. 92704
 1-800-486-4455 fax 1-888-651-7712
 E-mail = Service@glenproducts.com

Quotation

Quote Date: 6/18/2014

Salesperson: 1014

Visit our website:
www.glenproducts.com
 * Helpful product information with lots of color pictures.
 * Get prices or order anytime from our secure shopping cart.

Quote

Capistrano USD
 Business and Support Services
 33122 Valle Road
 San Juan Capistrano, CA 92675

Note: Quotation valid for 30 days from the above date.
 subject to review thereafter.
 All prices are quoted FOB Santa Ana, unless otherwise noted

Attention: Ryan Carter

Job name:

Ladera Ranch Elementary
 29551 Sienna Pkwy
 Ladera Ranch, CA 92694

Terms: NET 30

Glen Products Inc

Quote Number:0059680

Quote Date: 6/18/2014

Page 1 of 3

Item Number	Unit of Measure	Quantity	Unit Price	Amount	
*E100 MENS	EACH	0	0.00	0.00	
TPC-PY072	Toilet Partitions - 072 - Poly EACH	1	1,202.68	1,202.68	
Toilet Partitions - 072 - Polymer Alcove - Polymer material Complete Toilet Partition System, includes standard hardware. Solid Polymer. Floor mounted, overhead braced. Alcove stall with a maximum length of 72 inches. Includes up to 36" wide door. Choose from over 20 standard colors. Other colors available with slight up charge.					
/TP10	Remove Partitions & Dispose	EACH	1	70.00	70.00
/TP60	Install Polymer, Per Stall	EA	1	225.00	225.00
/AC10	Accessories Removal, Each	EACH	7	6.00	42.00
/AC01	Install Accessories, Each	EACH	5	15.00	75.00
/AC02	Install Signage with Screws		2	25.00	50.00
*E107 WOMENS	EACH	0	0.00	0.00	
TPC-PY072	Toilet Partitions - 072 - Poly EACH	1	1,202.68	1,202.68	
Toilet Partitions - 072 - Polymer Alcove - Polymer material Complete Toilet Partition System, includes standard hardware. Solid Polymer. Floor mounted, overhead braced. Alcove stall with a maximum length of 72 inches. Includes up to 36" wide door. Choose from over 20 standard colors. Other colors available with slight up charge.					

Continued

Item Number		Unit of Measure	Quantity	Unit Price	Amount
/TP10	Remove Partitions & Dispose	EACH	1	70.00	70.00
/TP60	Install Polymer, Per Stall	EA	1	225.00	225.00
/AC10	Accessories Removal, Each	EACH	7	6.00	42.00
/AC01	Install Accessories, Each	EACH	5	15.00	75.00
/AC02	Install Signage with Screws		2	25.00	50.00
*D133 BOYS		EACH	0	0.00	0.00
TPC-PYB1	Toilet Partitions - B1 - Poly	EACH	1	616.65	616.65
	Toilet Partitions - B1 - Polymer One Stall Between walls - Polymer material Complete Toilet Partition System, includes standard hardware. Solid Polymer. Floor mounted, overhead braced. Between wall Layout with 1 stall and a maximum stall size of 36" wide and 60" deep. Choose from over 20 standard colors. Other colors available with slight up charge.				
TPC-PYEW1	Extra wide stall up to 46"	EACH	1	75.00	75.00
/TP10	Remove Partitions & Dispose	EACH	1	70.00	70.00
/TP60	Install Polymer, Per Stall	EA	1	225.00	225.00
/AC10	Accessories Removal, Each	EACH	8	6.00	48.00
/AC01	Install Accessories, Each	EACH	6	15.00	90.00
/AC02	Install Signage with Screws		2	25.00	50.00
*D115 GIRLS		EACH	0	0.00	0.00
TPC-PYB1	Toilet Partitions - B1 - Poly	EACH	1	616.65	616.65
	Toilet Partitions - B1 - Polymer One Stall Between walls - Polymer material Complete Toilet Partition System, includes standard hardware. Solid Polymer. Floor mounted, overhead braced. Between wall Layout with 1 stall and a maximum stall size of 36" wide and 60" deep. Choose from over 20 standard colors. Other colors available with slight up charge.				

Continued

Item Number		Unit of Measure	Quantity	Unit Price	Amount
TPC-PYEW1	Extra wide stall up to 46"	EACH	1	75.00	75.00
/TP10	Remove Partitions & Dispose	EACH	1	70.00	70.00
/TP60	Install Polymer, Per Stall	EA	1	225.00	225.00
/AC10	Accessories Removal, Each	EACH	8	6.00	48.00
/AC01	Install Accessories, Each	EACH	6	15.00	90.00
/AC02	Install Signage with Screws		2	25.00	50.00

[Handwritten signature]
06/19/14

Net Quote: 5,678.66
 Freight: 0.00
 Sales Tax: 303.09
 5,981.75



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of **August 14, 2014**, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the **District**") and the contractor listed below ("**Contractor**"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

Silver State Coach, Incorporated

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed **\$10,000** annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing **July 15, 2014 to June 30, 2015**, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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
PERIOD 7/15/2014 to 6/30/2014

COMPANY NAME: SILVER STATE TRAILWAYS.

REP NAME: RICARDO CEPEDA

E-MAIL ADDRESS: RICARDO C @ SILVERSTATE TRAILWAYS. COM.

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

SPAD CHARTER COACHES.

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
31 PASSENGER BUS	
5 HOURS MINIMUM	\$ 544 ⁰⁰
EACH ADDITIONAL HOUR	\$ 98 ⁰⁰
49 PASSENGER BUSES.	
5 HOUR MINIMUM	\$ 615 ⁰⁰
EACH ADDITIONAL HOUR	\$ 102 ⁰⁰
67 PASSENGER BUS	
EACH ADDITIONAL HOUR	\$ 114 ⁰⁰

PARTS PERCENTAGE MARK-UP:

ANY ADDITIONAL CHARGES:

6% FUEL SURCHARGE

MOUNTAIN TRANS FERS \$ 765⁰⁰ 49 PASSENGER BUSES ONLY.



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 14 day of August 2014, by and between Ward's Media Tech, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 30,441.20 the following:
Hidden Hills Elementary School - Equipment and labor to install wall-mount BenQ Projector MW820ST in 16 classrooms
2. The term of the Contract shall begin on July 21, 2014 and end Upon completion of work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Technology & Information Services or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- W-9 Request for Taxpayer Identification Number and Certification
- Quote/Proposal, dated June 16, 2014
- Plans and Specifications/Scope of Work
- Worker's Compensation Certificate
- Purchase Order Number _____
- Liability Insurance Certificate
- Guarantee
- Certification by Contractor of Criminal Records Check
- Contractor's Certificate Regarding Non-Asbestos Containing Materials
- Payment Bond \$ _____
- Faithful Performance Bond \$ _____
- California State Contractor's License Number _____
- Drug-Free Workplace Certification
- Tobacco Use Policy
- Other Compliance with Safety Regulations

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)



Technology, Training and Information for the 21st Century Classroom

INSTALLATION PRICE QUOTE

TO: Jeremy Davis
 Pam Sawyer
 Capistrano Unified School District

FROM: Don Zipperman
 Ward's Media Tech

DATE: 16-Jun-14

Hidden Hills E.S. Classrooms

item #	<u>Description and Scope of Work</u>	<u>labor</u>	<u>equipment</u>
1	Wall-mount new projector in classroom BenQ Projector MW820ST Peerless-AV Adjustable Wall-Mount PSTK-2955	\$210.00	\$615.00 \$215.00
2	Installation of raceway, external box, HDMI cable, VGA cable, 3.5 audio cable, and single gang faceplate with HDMI, VGA and 3.5 inputs. Cable lengths for the purpose of this quote are 25 ft. Wall plates stainless steel	\$320.00	
3	Provide 120V power receptacle at projector ceiling location. Source power from nearest 120V power source in ceiling or wall as required.	\$230.00	
4	Provide 3/4 core into existing underfloor duct and floor-mounted 120V power receptacle for in floor power at teaching area.	\$208.00	
	total labor	\$968.00	
	total equipment		\$830.00
	sales tax		\$74.70
	freight		\$28.00
	<u>Grand Total</u>		<u>\$1,900.70</u>

NOTES:

Exclusions:

1. Painting, cutting and patching
2. Conduit and raceway system except as noted in this proposal
3. Extension cords if required for the projectors will be provided at an additional cost and billed as actual

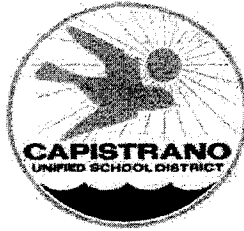
Assumptions

1. Installer will ensure that only staff fully qualified to work on specific types of materials are allowed to undertake the required installation
2. Installer shall provide sufficient trained staff to manage and monitor all work undertaken and ensure that

end-user requirements are being met throughout the installation process

3. The conduit system for this project is existing and has adequate space to install cables.
4. Installer will have access to all required areas to perform the proposed scope of work in a timely manner.
5. Installer will not be responsible for disassembling or moving desks and/or other furniture to gain proper access to perform installation tasks.
6. Any work that is added to or deleted from the original scope of work as detailed in this proposal that alters the original cost or completion date must be agreed upon by both parties in the form of a written change order.
7. Proposal is based on PVC or Riser rated cable. If Plenum cable is required, it can be provided at additional cost.
8. This proposal is based on regular business hours of 7:00 am to 5:00 pm PST, Monday through Friday, except Holidays
9. Installer exercises extreme care in the removal, storage and reinstallation of existing (used) ceiling tiles, however installer accepts no liability for any incidental damages that may result from the handling of ceiling tiles for any incidental damages that may result from the handling of ceiling tiles
10. Installer shall take all necessary precautions in introducing and maintaining safety measures against all hazards related to the work performed.

125 W. Victoria St. Long Beach, CA 90805 (310) 635-6300 (888) 852-8122 (310) 635-6200 fax
www.wardsmediatech.com



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 14 day of August 2014, by and between Pacific MH Construction, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 70,000 NOT TO EXCEED the following:
Maintenance and repair as needed when District's awarded contractors are unavailable to perform the
work
2. The term of the Contract shall begin on 7/21/2014 and end 6/30/2015.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Maintenance and Maintenance or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- W-9 Request for Taxpayer Identification Number and Certification
- Quote/Proposal, dated _____
- Plans and Specifications/Scope of Work
- Worker's Compensation Certificate
- Purchase Order Number _____
- Liability Insurance Certificate
- Guarantee
- Certification by Contractor of Criminal Records Check
- Contractor's Certificate Regarding Non-Asbestos Containing Materials
- Payment Bond \$ _____
- Faithful Performance Bond \$ _____
- California State Contractor's License Number _____
- Drug-Free Workplace Certification
- Tobacco Use Policy
- Other Compliance with Safety Regulations

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)



FEE SCHEDULE
PERIOD _____ **to** _____

COMPANY NAME: PACIFIC MH CONSTRUCTION INC.
REP NAME: George Padilla
E-MAIL ADDRESS: PMHCINC@HOTMAIL.COM

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:
Various projects

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
LABORER	73.39
ELECTRICAL (INSIDE WIREMAN)	85.74
HOUSEMOVER	73.39
PLUMBER (PIPEFITTER)	99.03
PAINTER	65.05
CARPENTER	80.61
DRYWALL FINISHER	74.86
FLOORING (CARPET)	63.91
SHEET METAL WORKERS (RAMPS)	96.24

PARTS PERCENTAGE MARK-UP:

20% MATERIAL MARK UP

ANY ADDITIONAL CHARGES:



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 14 day of August 2014, by and between Pacific MH Construction, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 8,460.00 the following:
Ladera Ranch Middle School - provide material and labor to install wall tile as needed in Boy's and Girl's Restrooms, Men's and Women's Staff Restrooms. Replace and repair relocation of sink, toilet and partition walls of each room
2. The term of the Contract shall begin on 7/21/2014 and end Upon Completion of Work.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Construction or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- W-9 Request for Taxpayer Identification Number and Certification
- Quote/Proposal, dated #3611, 7/2/2014
- Plans and Specifications/Scope of Work
- Worker's Compensation Certificate
- Purchase Order Number _____
- Liability Insurance Certificate
- Guarantee
- Certification by Contractor of Criminal Records Check
- Contractor's Certificate Regarding Non-Asbestos Containing Materials
- Payment Bond \$ _____
- Faithful Performance Bond \$ _____
- California State Contractor's License Number _____
- Drug-Free Workplace Certification
- Tobacco Use Policy
- Other Compliance with Safety Regulations

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)

04-183



13551 MAGNOLIA AVENUE
CORONA, CA 92879

Estimate

Date	Estimate #
7/2/2014	3611

Name / Address
CAPISTRANO U.S.D. SAN JUAN CAPO CONSTRUCTION DEPT. 33122 VALLE ROAD SAN JUAN CAPISTRANO, CA 92675

Rep	Job Location

Description	Total
LADERA RANCH PROVIDE MATERIAL AND LABOR TO INSTALL WALL TILE AS NEEDED IN BOYS, GIRLS, STAFF MEN'S, AND STAFF FEMALE'S RESTROOMS. REPLACE AS NEEDED, TO REPAIR RELOCATION OF SINK, TOILET, AND PARTITION WALLS OF EACH ROOM - NOT TO EXCEED OVER 25 SQ FT OF TILE AND BACKERBOARD. (PRICE PER BUILDING @ \$2,115.00 EACH)	8,460.00
Total	\$8,460.00

Date _____

Signature

[Handwritten Signature]
07/10/14

Phone #	Fax #
(951) 737-8277	(951) 737-5552



MASTER CONTRACT AGREEMENT *

This MASTER CONTRACT AGREEMENT ("**Agreement**") is effective as of August 14, 2014 between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("**LEA or District**") and the contractor listed below ("**Contractor**").

EXCELSIOR YOUTH CENTERS, INCORPORATED

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

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

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

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

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

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

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

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

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

CONTRACTOR	<u>Excelsior Youth Centers, Inc.</u>	CONTRACTOR NUMBER	<u>77-76422-6131080</u>
(NONPUBLIC SCHOOL OR AGENCY)			2014-2015
			(CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed 25 Classrooms **If blank, the number shall be as determine by CDE Certification.**

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

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

	<u>Rate</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$73.73</u>	<u>Per Day</u>
Basic Education Program/Dual Enrollment	_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
(10)	Nursing Services	_____	_____
(12)	Residential Board and Care	<u>\$208.77</u>	<u>Per Day</u>
(13)	Residential Mental Health Services	<u>\$61.75</u>	<u>Per Day</u>

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 14 day of August, by and between Vanguard Flooring, Incorporated, hereinafter called the CONTRACTOR, and CAPISTRANO UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT.

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

1. The Contractor shall furnish the District for an amount not to exceed \$ 55,000 Not To Exceed the following:
Flooring installation as needed Districtwide
2. The term of the Contract shall begin on July 1, 2014 and end 6/30/2015.
3. Payment schedule: Payment is to be made upon satisfactory completion of and acceptance of work as well as receipt of labor and material releases and invoice.
4. Inspection shall be performed by the Director, Maintenance and Operations or Designee on behalf of District, who will, if appropriate, recommend acceptance to the Board of Trustees.
5. This contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this contract, agrees to comply with each and every such term and condition.
6. Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 365 days (1 year) from the date of acceptance by District.

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

- W-9 Request for Taxpayer Identification Number and Certification
- Quote/Proposal, dated _____
- Plans and Specifications/Scope of Work
- Worker's Compensation Certificate
- Purchase Order Number _____
- Liability Insurance Certificate
- Guarantee
- Certification by Contractor of Criminal Records Check
- Contractor's Certificate Regarding Non-Asbestos Containing Materials
- Payment Bond \$ _____
- Faithful Performance Bond \$ _____
- California State Contractor's License Number _____
- Drug-Free Workplace Certification
- Tobacco Use Policy
- Other Compliance with Safety Regulations

8. IN WITNESS WHEREOF, said parties have executed this Contract as of the date first written above.

CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Terry Fluent
Print Name

Print Name

Director, Purchasing
Title

Title

Contractor's License No.

Tax ID/Social Security No.

(Corporate Seal, if Incorporated)



FEE SCHEDULE
PERIOD 7/1/2014 to 6/30/2015

COMPANY NAME: VANGUARD Flooring
REP NAME: Derrick MANDOZA
E-MAIL ADDRESS: dmandoza@VANGUARDflooring.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:
Installation of District supplied carpet,
Supply and install various other flooring
materials District wide.

HOURLY RATE:	Description or Classification	Dollar (\$) Amount
	<u>Labor per hour</u>	<u>\$ 55⁰⁰</u>
	<u>for material installation</u>	

PARTS PERCENTAGE MARK-UP:
15%

ANY ADDITIONAL CHARGES:

EXTENSION NO. 2 OF AGREEMENT ICA 1213111

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

VENDING+PLUS

The Independent Contractor Agreement No. ICA1213111 called for an original contract period of August 21, 2012 through August 20, 2013.

The agreement with Vending +Plus shall be extended an additional 12 months, for the period August 21, 2014 through August 20, 2015, at the commission percentages shown in the Agreement.

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

Capistrano Unified School District

Vending+Plus

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXTENSION OF AGREEMENT NO. ICA 1213111

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

VENDING+PLUS


The Independent Contractor Agreement No. ICA1213111 called for an original contract period of August 21, 2012 through August 20, 2013.

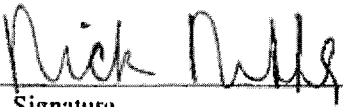
The agreement with Vending +Plus shall be extended an additional 12 months, for the period August 21, 2013 through August 20, 2014, at the commission percentages shown in the Agreement.

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

Capistrano Unified School District

Vending+Plus

By: 
Signature

By: 
Signature

Terry Fluent

NICK NIKKA
Print Name

Director, Purchasing

SOLE PROPRIETOR
Title

Date: 8/15/13

Date: 7/30/13



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 8/21/2012, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

VENDING+PLUS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

Scope of Work/Services. Contractor shall perform the Contracted Services pursuant to RFP No. 4-1213, Snack and Beverage Vending Services, as set forth in Contractor's Proposal dated July 18, 2012, and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, District shall be compensated as set forth in Attachment "A."

Term of Agreement. The term of this base Agreement is for one year commencing 8/21/2012 - 8/20/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 8/20/2012

Signature: Nick Nikka
Name: NICK NIKKA
Title: SOLE PROPRIETOR
Address: 11385 EXPOSITION BLVD
LA CA 90064
Email Address: nnikka@verizon.net
FEIN/SSN: 954445660

GENERAL CONDITIONS

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

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

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

19. Severability If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. Attorney Fees/Costs Should litigation be necessary to enforce any terms or provisions of the Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.
21. Governing Law The laws of the State of California shall govern the terms and conditions of this Agreement with venue in Orange County, California.
22. Mandatory Claims Process

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

A. Initial Review and Evaluation of a Claim

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

B. Expedited Mediation

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

C. Expedited Arbitration

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

REQUIRED DOCUMENTS AND CERTIFICATIONS

***All checked items must be provided.**

Certificates of Insurance

- ✓ Commercial General Liability Insurance – Additional Insured Endorsement
Option 1: Form CG 20 10 11 85
or
Option 2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04
Either form must be accompanied by Form CG 20 37 07 04
- ✓ Business Auto Liability Insurance
- ✓ Workers' Compensation and Employers Liability Insurance

Refer to Article 10. INSURANCE REQUIREMENTS

Suggested Terms of Agreement
Financial

** **vending+plus** will pay Capistrano Unified School District according to the following:

** Snacks:

Year 1	30% of gross sales
Year 2	31% of gross sales
Year 3	32% of gross sales
Year 4	33% of gross sales
Year 5	34% of gross sales

** Beverages:

Year 1	30% of gross sales less applicable sales tax & C.R.V.
Year 2	31% of gross sales less applicable sales tax & C.R.V.
Year 3	32% of gross sales less applicable sales tax & C.R.V.
Year 4	33% of gross sales less applicable sales tax & C.R.V.
Year 5	34% of gross sales less applicable sales tax & C.R.V.

vending+plus will have the exclusive right for the sale of all Snacks and Beverages through automatic vending and merchandising equipment.

vending+plus will maintain an accurate record of all merchandise, collections, sales and inventories in connection with the proper operation of the vending machines provided. **vending+plus** will provide the district with a monthly computerized statement showing all amounts of gross sales and commissions earned for each machine as well as each site. All commissions will be paid to the Capistrano Unified School District by the 15th of the following month and will be accompanied by the site activity report which breaks down percentages to be retained at the Site, District Nutrition Office and the District.

vending+plus will absorb all costs due to abuse, pilferage, theft, breakage, damage, and/or vandalism of vending machines, and such costs will not be deducted from commissions payable in accordance with this proposal.

vending+plus has not solicited any sponsorships in connection with this proposal and services offered therein.

**EXTENSION NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1213113**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

AON RISK SOLUTIONS

Independent Contractor Agreement No. ICA 1213113 called for an original contract period of September 11 2012, through September 10, 2013.

The agreement with Aon Risk Solutions shall be extended an additional 12 months, for the period September 11, 2014, through September 10, 2015, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,800.

Except as set forth in this Amendment, and Board approved on September 10, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Aon Risk Solutions

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



EXHIBIT A

Fee Agreement

Date: July 22, 2014

Dear Mr. Pitman:

The Capistrano Unified School District (hereinafter "Client") has retained Aon Risk Consultants, Inc., doing business as Aon Global Risk Consulting ("AGRC"), to provide actuarial and/or analytical services ("Services"). This Fee Agreement ("Agreement"), including all referenced attachments, confirms the scope of services we will provide, the Client's required involvement and assistance in support of our Services, the related fee arrangements, and other terms and conditions to ensure that our professional services meet the mutually agreed upon objectives of both parties. The Services, to be provided by AGRC to Client beginning on July 22, 2014 and ending on June 30, 2015, are set forth in the "Scope of Services" section of the attached Proposal.

In consideration of the Services to be provided by AGRC to Client, AGRC shall be entitled to compensation in the amount shown in the "Professional Fees" section of the attached Proposal. These fees shall be payable to AGRC within thirty days following the completion of the Services unless otherwise set forth in "Professional Fees" section of the attached Proposal.

AGRC and Client acknowledge that the reliability of our services depends upon the accuracy and completeness of the data supplied to AGRC. Client accepts sole responsibility for errors or delays in services solely resulting from inaccurate or incomplete data supplied to AGRC, and acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by Client to AGRC.

AGRC gathers data containing information about our customers. This information may be shared among AGRC affiliated businesses. In addition to being used to provide services to AGRC customers, the information may be used for business administration, business reporting, statistical analysis, marketing of AGRC products or services and providing consulting or other services to companies for which AGRC or its affiliates may receive remuneration. AGRC takes appropriate measures to protect the privacy and confidentiality of our AGRC customers as well as to comply with applicable laws and regulations. AGRC may use or disclose information about our customers if we are required to do so by law, AGRC policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials.

Due to the global nature of services provided by AGRC, the personal information you provide may be transmitted, used, stored and otherwise processed outside of the country where you submitted that information. If you have questions about AGRC data processing, please contact your AGRC consultant.

Both parties further agree that AGRC and its personnel shall be released to the fullest extent permitted by applicable law from any and all claims, liabilities, costs and expenses attributable to any knowing misrepresentation by Client, its directors, its officers and/or its employees except for claims attributable solely to the negligence of AGRC. In no event shall AGRC be liable to the Client, whether in tort (including negligence), contract or otherwise for any amount, in the aggregate, in excess of three times the total fees paid by the Client under this Agreement, except to the extent fully and finally determined by a court of competent jurisdiction to have resulted from the willful misconduct or fraudulent behavior of AGRC, and neither AGRC nor Client shall be liable to the other for any consequential, indirect, lost profit, lost opportunity or similar damages relating to AGRC's services provided under this Agreement.

As AGRC and Client intend the aforementioned limitation of liability clause to be enforceable, they agree that any over breadth in the clause shall not itself render the clause void, but rather, the clause shall be interpreted and enforceable to the fullest extent permitted by the law of the applicable state.

In addition, the Client agrees to indemnify and hold AGRC, its directors, officers and employees, harmless from and against any and all claims, suits, and demands, and the liabilities, costs and expenses resulting therefrom



("Claims"), that AGRC may incur relating to the Services under this Agreement, except to the extent such Claims are fully and finally determined by a court of competent jurisdiction to have resulted from acts or omissions of AGRC in connection with such services.


In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expenses of both parties, the Client and AGRC agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement.

AGRC will provide the Client with a report and/or certain other tangible items specified as deliverables ("Deliverables"), set forth in the "Scope of Services" section of the attached Proposal. The Deliverables, upon full and final payment to AGRC, shall become the property of the Client, except that AGRC owns or has rights to all products, processes, concepts, know-how, techniques, software, and methodology used, and records created or maintained, (collectively "Prior Works") for the production of the Deliverables, and Client shall gain no rights in or to them. To the extent that any Prior Works are contained in the Deliverables, AGRC hereby grants the Client, upon full and final payment to AGRC, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such Prior Works in connection with the Deliverables.

Services and Deliverables are for the exclusive use of Client and are not to be relied upon by third parties.

This Agreement sets forth the entire agreement among the parties and may be modified only upon written agreement.

Accepted and Agreed:

Date: July 22, 2014 By: 
 Jay Gotelzare, Aon Risk Consultants, Inc.

Date: _____ By: _____



Capistrano Unified School District

Proposal for Actuarial Services

July 22, 2014

*Mujtaba Datto, FCAS, MAAA, FCA
100 Bayview Circle, Suite 100
Newport Beach, CA 92660
949.608.6332*

Objective

We appreciate the opportunity to provide actuarial services to the Capistrano Unified School District (the Client). The objective of our analysis will be to estimate the unpaid liabilities of expired policies and expected losses of renewal policies for Workers Compensation.

Scope of Services

The Scope of Services for this project includes the following:

- **Estimate Outstanding Losses.** Estimate outstanding losses (including allocated loss adjustment expenses [ALAE]) as of June 30, 2014.

The estimated outstanding losses are the cost of unpaid claims. Estimated outstanding losses include case reserves, the development of known claims and incurred but not reported (IBNR) claims. ALAE are the direct expenses for specific claims, such as legal expense.

The estimated outstanding losses will be shown on a full-value basis (not discounted for investment earnings) and present-value basis (discounted for investment earnings). Estimated outstanding losses will be shown at expected (50%), 70%, and 90% confidence levels.

- **Project Future Losses.** Project future losses (and ALAE) for the 2014/15 and 2015/16 fiscal years.

The projected future losses will be shown on a full-value basis (not discounted for investment earnings) and present-value basis (discounted for investment earnings based on the Client's investment portfolio). Projected losses will be shown at expected (50%), 70%, and 90% confidence levels.

- **Project Losses Paid.** Project losses to be paid during the periods 2014/15 and 2015/16.

The paid losses are the cash value of the losses with payment dates during the periods 2014/15 and 2015/16, regardless of report or accident date. This is a cash flow analysis useful for investment and budget purposes.

- **Recommend Minimum Loss Funding.** Recommend minimum loss funding for 2014/15 and 2015/16.

- **Compare to Previous Actuarial Study.** Compare to the previous actuarial study as of June 30 2013.

- **Size of Loss Distribution.** Analyze the distribution of losses in various layers.

- **Affirm GASB Statement No. 10.** Provide a statement affirming the conclusions of this report are consistent with Governmental Accounting Standards Board (GASB) Statement No. 10.

These actuarial services will result in the production of the following deliverables:

- The conclusions of our work will be in a written report. The report will be designed to be easily understood by non-actuaries. It will contain a technical section with sufficient information to support all conclusions and facilitate future analysis.

Project Work Steps

To accomplish the objective, Aon proposes the following work steps:

1. Collect Data – The analysis will require historical loss and exposure data as well as a complete description of the past and present insurance programs.
2. Compile Data – The data received from all services will be compiled and reviewed for reasonableness and consistency.
3. Perform Analysis – An analysis will be done addressing the items listed above in “Scope of Services”.
4. Draft Report – A report will be written clearly and concisely presenting our conclusions.
5. Peer Review – A professional peer review of the draft report will be performed by another qualified professional.
6. Distribute Draft Report – The draft report will be distributed and discussed with Client. Any necessary edits agreed to by the Aon team and the Client team will be incorporated into the report.
7. Distribute Final Report – The report will be finalized with signatures affixed.

Project Team

Aon maintains a group of highly skilled and experienced professionals in the actuarial and analytical field. All project team members are available to answer questions and provide an industry perspective to the project.

Project Manager

Mujtaba Dato, ACAS, MAAA, FCA. Mr. Dato is the Actuarial Practice Leader for the public entity group of the actuarial and analytics practice. He is an Associate of the Casualty Actuarial Society, a member of the American Academy of Actuaries, and a Fellow of the Conference of Consulting Actuaries.

Required Data

Based on our current understanding of the project, we anticipate that the following items would be needed to complete the project:

- Detailed descriptions of insurance programs for all accident years within the scope of the project. These descriptions should include any per occurrence retentions and should specify whether coverage was provided on a claims made or occurrence basis.

- Individual claim data (paid and incurred loss amounts) for all accident years and for all lines of business as of a current evaluation date. The data should include the coverage and if the claim is related to continuing or discontinued business.
- Current and historical exposure information.

Deliverables

Our report will include the following information:

Background - Relevant details concerning the history and retention levels.

Data Sources – Our report will be based upon the loss data and exposure data provided by the Client. Individual claims requiring special treatment in the analysis will be cited, including an explanation of how we treated the claims. If industry data is used to supplement our analysis, a description of the data source will be provided and we will explain how we incorporated the industry data into the analysis.

Methods Used - Descriptions of the various methods used in the analysis will be provided. We will also explain the considerations associated with selecting the methods as well as the underlying assumptions.

Exhibits - The exhibits will show the details of our analysis and support the conclusions stated in the Executive Summary.

Our reports are practical, useful documents, frequently referred to by our Clients over interim months, until they are updated by ensuing reports.

Professional Fees

Our cost for this service will be a fixed fee of **\$3,500**.

The scope of this proposal is limited to the actuarial services outlined in “Scope of Services”.

Timetable

We anticipate the draft report will be completed within 4 weeks of receiving all data.

Acceptance

If the project terms, work steps, and fee are acceptable, please sign two copies of the enclosed Fee Agreement, retain one copy for your files, and return one signed copy.

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213113**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

AON RISK SOLUTIONS

Independent Contractor Agreement No. ICA 1213113 called for an original contract period of September 11 2012, through September 10, 2013.

The agreement with Aon Risk Solutions shall be extended an additional 12 months, for the period September 11, 2013, through September 10, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$3,800.


Except as set forth in this Amendment, and Board approved on September 10, 2012, all other terms of the contract remain in full force and effect.


DISTRICT

CONSULTANT

Capistrano Unified School District

Aon Risk Solutions

By: 
Signature

By: 
Signature

Terry Fluent

Steven P. Kahn
Print Name

Director, Purchasing

Managing Director
Title

Date: 9/12/13

Date: 8-26-13

**Capistrano Unified School District
Fee for June 30, 2013 Actuarial Study**

Project	2013 Fixed Fee
June 30, 2013 workers compensation actuarial study	\$3,800

Fees include all fees and expenses. An invoice is to be submitted with the draft report and is due in 30 days.





INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 9-11-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

ADN RISK SOLUTIONS

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A" The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$3800.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/11/12-9/10/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

[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: [Signature]
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 9/10/12

Signature: [Signature]
Name: Steven P. Kahn
Title: Managing Director
Address: 100 Bayview Cr, #100 Newport Beach, CA 92660
Email Address: Steven.Kahn@adn.com
FEIN/SSN: 95-3252415

V. Fee

We propose the fee shown in Table V-1.

Table V-1
Annual Fixed Fee

Project (1)	Annual Fixed Fee (2)
Workers Compensation Actuarial Study	\$3,800

The proposed fixed fees include telephone, postage and photocopying expenses. An invoice for the actuarial study will be submitted when the draft report is completed and is due upon presentation.

The fees do not include the optional services. These will be developed after further discussion with the District.

**EXTENSION NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA1213115**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MARY BESTGEN

The Independent Contractor Agreement ICA 1213115 with Capistrano Unified School District and Mary Bestgen called for an original contract period of September 11, 2012, through September 10, 3013.

The contract with Capistrano Unified School District and Mary Bestgen shall be extended an additional twelve (12) months, covering the period September 11 2014, through September 10, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$9,000.

Except as set forth in this Extension Agreement, and Board approved on September 10, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

Mary Bestgen

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

FEE SCHEDULE

Mary Bestgen
33801 Diana Dr.
Dana Point, CA 92629
949 573-8798

mrsbestgen@gmail.com

MIND Music Keyboard Consultant
Oak Grove Elementary School
Grades 2 and 3

Rate of Pay: \$40.00/hour

Hours and Dates: per contract

Mary Bestgen
Mary Bestgen

8/20/13
Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 9-11-12, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

MARY BESTGEN

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$9408.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties.

Term of Agreement. The term of this base Agreement is for one year commencing 9/11/12-9/10/13 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: [Signature]
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 9/11/12

Signature: [Signature]
Name: Mary Bestgen
Title: MIND Music Consultant
Address: 33801 Diana Dr.
Dana Point, CA 92629
Email Address: mrsbestgen@gmail.com
FEIN/SSN: _____

FEE SCHEDULE

Mary Bestgen
33775 Diana Drive
Dana Point, CA 92629
949.573.8798

mrsbestgen@gmail.com

MIND Music Keyboard Consultant
Oak Grove Elementary School Students
Grades 2 and 3

Rate of Pay - \$40.00/hour

Hours per week - Not to exceed 6.6 hours with students
.7 hours Prep Time

Dates - Effective September 24, 2012 – June 7, 2013

Excludes all school and student holidays and
furlough days
No consideration is given for sick days,
holidays, or furlough days

Mary Bestgen
Mary Bestgen

8/14/12
Date

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213115

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MARY BESTGEN

The Independent Contractor Agreement ICA 1213115 with Capistrano Unified School District and Mary Bestgen called for an original contract period of September 11, 2012, through September 10, 3013.

The contract with Capistrano Unified School District and Mary Bestgen shall be extended an additional twelve (12) months, covering the period September 11 2013, through September 10, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$10,200.

Except as set forth in this Extension Agreement, and Board approved on September 10, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

Mary Bestgen

By: Terry Fluent
Signature

By: Mary Bestgen
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: 7/10/14

Date: _____

EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213115

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

MARY BESTGEN

The Independent Contractor Agreement ICA 1213115 with Capistrano Unified School District and Mary Bestgen called for an original contract period of September 11, 2012, through September 10, 2013.

The contract with Capistrano Unified School District and Mary Bestgen shall be extended an additional twelve (12) months, covering the period September 11 2013, through September 10, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$9,000.

Except as set forth in this Extension Agreement, and Board approved on September 10, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

Mary Bestgen

By: J. Fluert

Signature

By: Mary Bestgen

Signature

Terry Fluert

Print name

Mary Bestgen

Print Name

Director, Purchasing

Title

MIND Music Keyboard Consultant

Title

Date: 9/20/13

Date: Sept. 1, 2013

FEE SCHEDULE

Mary Bestgen
33801 Diana Dr.
Dana Point, CA 92629
949 573-8798

mrsbestgen@gmail.com

MIND Music Keyboard Consultant
Oak Grove Elementary School
Grades 2 and 3

Rate of Pay: \$40.00/hour

Hours and Dates: per contract

Mary Bestgen 8/20/13
Mary Bestgen Date

**EXTENSION NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA1213116**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

The Independent Contractor Agreement ICA 1213116 with Capistrano Unified School District and YMCA of Orange County called for an original contract period of September 18, 2012, through September 17, 3013.

The contract with Capistrano Unified School District and YMCA of Orange County shall be extended an additional twelve (12) months, covering the period September 18, 2014, through September 17, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$16,600.

Except as set forth in this Extension Agreement, and Board approved on September, 24, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

YMCA of Orange County

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

EXHIBIT A

YMCA PE Proposal-Hankey K-8 School
2014-2015

Program Goals:

1. Provide students in grades K-5 with a weekly structured 60 minute physical fitness program that supplements the PE curriculum provided by classroom teachers.
2. Provide grade level teacher teams with 60 minutes of student-free weekly IB articulation time to be used for unit planning, lesson assessment or grade level support from PYP Coordinator.

Program Structure:

Tuesday
8:30 – 9:30 3rd grade
9:35 – 9:55 Primary Recess
10:15 – 11:15 1st Grade

Thursday
8:30 – 9:30 5th Grade
9:40 – 10:40 Kinder
10:45 – 11:45 4th Grade
12:00 – 1:00 2nd Grade

Program Dates:

8:30-1:30

Month	Dates
September	30 - <i>Staff training</i>
October	2; 7/9; 14/16; 21/23; 28/30
November	4/6; 11/13 (Conference days and Thanksgiving)
December	2/4; 9/11; 16/18
January	6/8; 13/15; 20/22; 27/29
February	3/5; 10/12; 17/19; 24/26
March	3/5; 10/12; 17/19 (Conferences)
April	2; 14/16; 21/23 (Star testing and Spring Break)
May	5/7; 12/14; 26/28 (Star Testing cont.)
June	2/4; 9/11

Total Number of Tuesdays=30, Total Number of Thursdays=30

5 half of PE training in Sept.

YMCA Staffing Needs:

4 staff for a 1/20 Ratio

Estimated Program Costs:

Tuesday (8:15am-11:30am)

- Staff = \$47 an hour
- 3.25 hours = \$153 day
- 30 Days = \$4,590
- +12.25 % benefits/insurance = \$563
- +13% for YMCA Association Fee = \$597
- Total = \$5,750

Thursday (8:15am-1:15pm)

- Staff = \$47 an hour
- 5 hours = \$235
- 30 Days = \$7,050
- +12.25 % benefits/insurance = \$864
- +13% for YMCA Association Fee = \$917
- Total = \$8,831

Total = \$5,750 + \$8,831 = \$14,581 (rounding up to \$14,600)

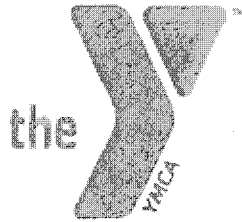
Planning/Supplies/Administration = 2,000

Total Cost of Program:

$\$14,600 + \$2,000 = 16,600$

Payment Schedule:

- 8 payments of \$2,075



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA PE Program

General Information

The YMCA PE Program is modeled after the Physical Educational Content Standards for California Public Schools.

Physical education significantly contributes to students' well-being. High-quality physical education instruction contributes to good health, develops fundamental and advanced motor skills, improves students' self-confidence, and provides opportunities for increased levels of physical fitness that are associated with high academic achievement.

Mastering fundamental movement skills at an early age establishes a foundation that facilitates further motor skill acquisition and gives students increased capacity for a lifetime of successful and enjoyable physical activity experiences. Similarly, the patterns of physical activity acquired during childhood and adolescence are likely to be maintained throughout one's life.

It is the YMCA's goal to provide a Physical Educational program that is fun, engaging, and challenging, and at the same time provide students with a foundation for fitness. The five areas of focus are:

1. Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.
 - Body Management: Balance, change of direction, understanding of spacing
 - Manipulative Skills: Hand Eye Coordination
2. Students demonstrate knowledge of movement concepts, principals, and strategies that apply to the learning and performance of physical activities
 - Understanding of game rules and strategies

3. Students maintain a level of physical fitness to improve health and performance
 - Warm-up and cool down
 - Aerobic Capacity
 - Muscular Strength and Endurance
 - Flexibility
4. Students demonstrate knowledge of physical fitness concepts, principals, and strategies to improve health and performance.
 - Understanding and ability to explain concepts of 3.0
 - Explain why the body needs water before, during, and after physical activity
 - Identify healthful food choices for meals and snacks that help improve physical performance
5. Students demonstrate and utilize knowledge of psychological and sociological concepts, principals and strategies that apply to the learning and performance of the physical activity.
 - Sportsmanship
 - Team Work and Group Dynamics
 - Goal Setting and Improvement

Curriculum Summary

Each 1 hour PE session will begin with:

1. Overview of Rules, Goals, and Discussion (5 minutes)
 - #1 Rule—**Have Fun** by:
 - Good Sportsmanship
 - Respect, Caring, Responsibility, Honesty (YMCA Values)
 - Hands to Self (no horse play, rough housing etc.)
 - Do your Best at each activity.
 - Do better than last time—IMPROVEMENT.
 - Short overview of previous week and what was previously learned.
 - Short Discussion of key learning points (nutrition, water, value of exercise/fitness, warming up etc.)
2. Warm-up(10 minutes)
 - Warm-up Lap (Running)
 - Dynamic Exercise and Calisthenics
 - Jumping Jacks, High Knees, Stretching, etc.
3. Sports/Activity/Game Unit (40 minutes)

The goal of each unit is to expose students to different games, rules, movements, traditions, vocabulary, and strategies. At the end of each unit, students should have a basic understanding of the fundamentals of the sport/game. Students will also engage in competition with an emphasis on sportsmanship and team work. Each unit will be modified to be age appropriate based on the skill and abilities of the students.

Soccer

- Kicking
- Passing
- Trapping
- Offense vs. Defense

Basketball

- Shooting
- Passing
- Dribbling
- Offense vs. Defense

Track and Field

- Running Form/Technique
- Different Events (Throwing vs. Field Events)
- Relays

Kickball

- Kicking
- Fielding
- Base Running
- Positions and Rules

Tball/Baseball /Spaceball

- Hitting
- Catching
- Throwing
- Base Running
- Positions and Rule

Capture the Flag

- Running and change of direction
- Rules and Traditions of the game

Bean Bags and Tennis Ball Activities/Games

- Catching
- Throwing w/partner or at a Target
- Balance
- Competitions

Flag Football

- Passing
- Catching
- Positions and Rules

Scoops w/whiffle Ball

- Passing
- Catching
- Games/Competitions (similar to ultimate Frisbee)

Cooperative and Movement Games

- Red Light, Green Light
- Tag, Chase, Mr. Fox
- Simon Says
- Parachute
- Musical Activities
- Relays (jumping, coordination skills, balance, cooperation)
- Spot Fitness
- Obstacle Course (speed /agility ladders and hurdles)
- Jump Rope
- Hula Hoops



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 9/25/12, 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 "Contracted Services");

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$16,200.00 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 9/18/12 ^{6/18/13 9-17-13} with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 9/24/12

CONTRACTOR

Signature: [Signature]
Name: Cara Owens
Title: COO
Address: 13821 Newport Ave #200
TUSTIN CA 92780
Email Address: powens@ymcaoc.org
FEIN/SSN: 95-1644055

EXHIBIT A

YMCA PE Proposal-Hankey K-8 School
2012-2013

Program Goals:

1. Provide students in grades K-5 with a weekly structured 60 minute physical fitness program that supplements the PE curriculum provided by classroom teachers.
2. Provide grade level teacher teams with 60 minutes of student-free weekly IB articulation time to be used for unit planning, lesson assessment or grade level support from PYP Coordinator.

Program Structure:

Day 1: Tuesdays

- 1 one hour block preceding a Recess PE program (8:15-8:30 set up, 8:30-9:30- 3rd grade teachers, 9:35-9:55 organized recess game program for grades 1-3, 10:20-10:40 organized recess game program for grades 4-5).

Day 2: Thursdays

- 8:15-8:30 set up
- 8:30-9:30 Grade 1 and Combo K-1(?)
- 9:40-10:40 Kinder
- 10:45-11:45 4th grade
- 11:45-12:15 Lunch BREAK
- 12:15-1:15 2nd grade
- 1:20-2:20 5th grade

Program Dates:

Month	Dates
September	18/20; 25/27
October	2/4; 9/11; 16/18; 23/25; 30
November	1; 13/15; 27/29 (Conference Days 11/6-8, Thanksgiving 11/20-23)
December	4/6; 11/13; 18/20 (Winter Break 12/24-1/4)
January	8/10; 15/17; 22/24; 29/31
February	5/7; 12/14; 19/21; 26/28
March	5/7; 12/14; 19/21 (Conference Days 3/26-29)
April	2/4; 16/18 (Spring Break 4/8-4/12, (STAR Testing 4/22-5/3)
May	7/9; 14/16; 21/23; 28/30*
June	4/6*

Total Number of Tuesdays=30, Total Number of Thursdays=30

* Subject to revisions in CUSD school calendar

YMCA Staffing Needs:

1 Lead staff member, 3 support staff

Estimated Program Costs:

Full Day/Thursdays

- Staff = \$51 an hour (Lead @\$15, 3 support @ \$12 each)
- 5.6 hrs = \$286 day
- 30 Thursdays = \$8,580
- +13% YMCA Association fee = \$1,115
- Total salaries and fees = \$9,695

Half Day/Tuesdays

- Staff = \$51 an hour (Lead @\$15, 3 support @ \$12 each)
- 2.5 hours = \$128
- 30 Tuesdays = \$3,840
- +13% YMCA Association fee = \$500
- Total salaries and fees = \$4,340

Total Salaries and Fees

- \$9,695 + \$4,340 = \$14,035

Additional Program Costs:

- Planning, Administration, and Equipment = \$2,165

Total Cost of Program for 2012-13 School Year:

\$14,035 + 2,165 = \$16,200

Payment Schedule:

- Payments to be made monthly beginning October 2012
- Monthly payments may be adjusted for staff absences, as deemed necessary

Miscellaneous

- Equipment paid for by CHIEF becomes the property of Carl Hankey K-8
- Contract is terminable by either party with 30 days' written notice

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICAI213116**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

YMCA OF ORANGE COUNTY

The Independent Contractor Agreement ICA 1213116 with Capistrano Unified School District and YMCA of Orange County called for an original contract period of September 18, 2012, through September 17, 3013.

The contract with Capistrano Unified School District and YMCA of Orange County shall be extended an additional twelve (12) months, covering the period September 18, 2013, through September 17, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$16,600.

Except as set forth in this Extension Agreement, and Board approved on September, 24, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

YMCA of Orange County

By: Terry Fluent
Signature

By: [Signature]
Signature

Terry Fluent
Print name

Cara Doerns
Print Name

Director, Purchasing
Title

COO
Title

Date: 9/4/13

Date: 8/10/13

EXHIBIT A

YMCA PE Proposal-Hankey K-8 School
2103-2014

Program Goals:

1. Provide students in grades K-5 with a weekly structured 60 minute physical fitness program that supplements the PE curriculum provided by classroom teachers.
2. Provide grade level teacher teams with 60 minutes of student-free weekly IB articulation time to be used for unit planning, lesson assessment or grade level support from PYP Coordinator.

Program Structure:

Tuesday

8:30 – 9:30 3rd grade

9:35 – 9:55 Primary Recess

10:15 – 11:15 1st Grade

Thursday

8:30 – 9:30 5th Grade

9:40 – 10:40 Kinder

10:45 – 11:45 4th Grade

12:00 – 1:00 2nd Grade

Program Dates:

Month	Dates
September	24/26
October	1/3; 8/10; 15/17; 22/24; 29/31
November	5/7; 12/14 (Conference days and Thanksgiving)
December	3/5; 10/12; 17/19
January	7/9; 14/16; 21/23; 28/30
February	4/6; 11/13; 18/20; 25/27
March	4/6; 11/13; 18/20 (Conferences)
April	1/3; 15/17; 22/24 (Star testing and Spring Break)
May	13/15; 20/22; 27/29 (Star Testing cont.)
June	3/5; 10/12

Total Number of Tuesdays=30, Total Number of Thursdays=30

YMCA Staffing Needs:

4 staff for a 1/20 Ratio

Estimated Program Costs:

Tuesday (8:15am-11:30am)

- Staff = \$47 an hour
- 3.25 hours = \$153 day
- 30 Days = \$4,590
- +12.25 % benefits/insurance = \$563
- +13% for YMCA Association Fee = \$597
- Total = \$5,750

Thursday (8:15am-1:15pm)

- Staff = \$47 an hour
- 5 hours = \$235
- 30 Days = \$7,050
- +12.25 % benefits/insurance = \$864
- +13% for YMCA Association Fee = \$917
- Total = \$8,831

Total = \$5,750 + \$8,831 = \$14,581 (rounding up to \$14,600)

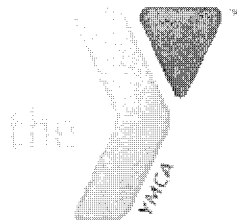
Planning/Supplies/Administration = 2,000

Total Cost of Program:

\$14,600 + \$2,000 = 16,600

Payment Schedule:

- 8 payments of \$2,075



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA PE Program

General Information

The YMCA PE Program is modeled after the Physical Educational Content Standards for California Public Schools.

Physical education significantly contributes to students' well-being. High-quality physical education instruction contributes to good health, develops fundamental and advanced motor skills, improves students' self-confidence, and provides opportunities for increased levels of physical fitness that are associated with high academic achievement.

Mastering fundamental movement skills at an early age establishes a foundation that facilitates further motor skill acquisition and gives students increased capacity for a lifetime of successful and enjoyable physical activity experiences. Similarly, the patterns of physical activity acquired during childhood and adolescence are likely to be maintained throughout one's life.

It is the YMCA's goal to provide a Physical Educational program that is fun, engaging, and challenging, and at the same time provide students with a foundation for fitness. The five areas of focus are:

1. Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.
 - Body Management: Balance, change of direction, understanding of spacing
 - Manipulative Skills: Hand Eye Coordination
2. Students demonstrate knowledge of movement concepts, principals, and strategies that apply to the learning and performance of physical activities
 - Understanding of game rules and strategies

3. Students maintain a level of physical fitness to improve health and performance
 - Warm-up and cool down
 - Aerobic Capacity
 - Muscular Strength and Endurance
 - Flexibility
4. Students demonstrate knowledge of physical fitness concepts, principals, and strategies to improve health and performance.
 - Understanding and ability to explain concepts of 3.0
 - Explain why the body needs water before, during, and after physical activity
 - Identify healthful food choices for meals and snacks that help improve physical performance
5. Students demonstrate and utilize knowledge of psychological and sociological concepts, principals and strategies that apply to the learning and performance of the physical activity.
 - Sportsmanship
 - Team Work and Group Dynamics
 - Goal Setting and Improvement

Curriculum Summary

Each 1 hour PE session will begin with:

1. Overview of Rules, Goals, and Discussion (5 minutes)
 - #1 Rule—**Have Fun** by:
 - Good Sportsmanship
 - Respect, Caring, Responsibility, Honesty (YMCA Values)
 - Hands to Self (no horse play, rough housing etc.)
 - Do your Best at each activity.
 - Do better than last time—IMPROVEMENT.
 - Short overview of previous week and what was previously learned.
 - Short Discussion of key learning points (nutrition, water, value of exercise/fitness, warming up etc.)

2. Warm-up(10 minutes)
 - Warm-up Lap (Running)
 - Dynamic Exercise and Calisthenics
 - Jumping Jacks, High Knees, Stretching, etc.

3. Sports/Activity/Game Unit (40 minutes)

The goal of each unit is to expose students to different games, rules, movements, traditions, vocabulary, and strategies. At the end of each unit, students should have a basic understanding of the fundamentals of the sport/game. Students will also engage in competition with an emphasis on sportsmanship and team work. Each unit will be modified to be age appropriate based on the skill and abilities of the students.

Soccer

- Kicking
- Passing
- Trapping
- Offense vs. Defense

Basketball

- Shooting
- Passing
- Dribbling
- Offense vs. Defense

Track and Field

- Running Form/Technique
- Different Events (Throwing vs. Field Events)
- Relays

Kickball

- Kicking
- Fielding
- Base Running
- Positions and Rules

Tball/Baseball /Spaceball

- Hitting
- Catching
- Throwing
- Base Running
- Positions and Rule

Capture the Flag

- Running and change of direction
- Rules and Traditions of the game

Bean Bags and Tennis Ball Activities/Games

- Catching
- Throwing w/partner or at a Target
- Balance
- Competitions

Flag Football

- Passing
- Catching
- Positions and Rules

Scoops w/whiffle Ball

- Passing
- Catching
- Games/Competitions (similar to ultimate Frisbee)

Cooperative and Movement Games

- Red Light, Green Light
- Tag, Chase, Mr. Fox
- Simon Says
- Parachute
- Musical Activities
- Relays (jumping, coordination skills, balance, cooperation)
- Spot Fitness
- Obstacle Course (speed /agility ladders and hurdles)
- Jump Rope
- Hula Hoops

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT ICA
1314046**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SILICON VALLEY MATHEMATICS INITIATIVE, LLC

Independent Contractor Agreement ICA 1314046 called for an original contract period of August 15, 2013 through August 14, 2014.

The agreement with David Foster shall be extended another 12 month, for the period of August 15, 2014, through August 14, 2015 for a not to exceed amount of \$2,000.

Except as set forth in this Extension Agreement, and Board approved on August 14, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

**Silicon Valley Mathematics Initiative,
LLC.**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

EXHIBIT A

Agreement with
CAPISTRANO UNIFIED SCHOOL DISTRICT
AND
Silicon Valley Mathematics Initiative, LLC

This contract agreement is for Capistrano USD to re-join the Silicon Valley Mathematics Initiative to receive services for mathematics educational programs. The district will receive professional development services, curricular and assessment resources and all the benefits of full membership. The contract runs from August 1, 2014 to July 31, 2014. The annual membership fee is \$5,000.00.

Capistrano Unified School District

Silicon Valley Mathematics Initiative, LLC

By: _____

Signature

Printed Name

Title

Date

By: _____

Signature

David Foster

Executive Director

July 22, 2014

Capistrano USD
33122 Valle Road
San Juan Capistrano, CA 92675
949-234-9444 phone
949-493-4083 fax
dmantifae@capousd.org

SVMI, LLC
17485 Monterey Road, Suite 205
Morgan Hill, CA 95037
Office Phone: 408-776-1645
Fax Phone: 408-778-3246
Email: info@svmimac.org



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of August 15, 2013, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

DAVID FOSTER

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$2,000. annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing August 15, 2013 – August 14, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluent
 Name: Terry Fluent
 Title: Director, Purchasing
 Board Approval Date: 8/14/13

CONTRACTOR

Signature: [Signature]
 Name: David Foster
 Title: 17420 Montoya Circle
 Address: MORGAN HILL, CA 95037
CONSULTANT
 Email Address: dfoster@svmimac.org
 FEIN/SSN: _____

EXHIBIT A
FEE SCHEDULE

David Foster
17485 Monterey Road, Suite 205
Morgan Hill, CA 95037
Office Phone: 408-776-1645
Fax Phone: 408-778-3246
Cell Phone: 408-472-5706
Email: dfoster@svmimac.org

Provide Math Training Workshops for Teachers

One full day of training August 29, 2013 not to exceed \$2,000

Signature  _____ Date June 29, 2013

Typed or Printed Name David Foster

AMENDMENT OF AGREEMENT NO. ICA 1314046

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DAVID FOSTER

Independent Contractor Agreement ICA 1314046 called for an original contract period of August 15, 2013 through August 14, 2013.

The agreement with David Foster shall be amended to reflect the new business name of Silicon Valley Mathematics Initiative, LLC, at the prices shown in Exhibit A to this Amendment Agreement. Annual services under this contract are limited to \$2,000.

Except as set forth in this Extension Agreement, and Board approved on August 14, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Silicon Valley Mathematics Initiative,
LLC.

By: 

Signature

By: 

Signature

Terry Fluent

DAVID W. FOSTER

Print Name

Director, Purchasing

Executive Director

Title

Date: 9/30/13


Date: 9/13/13

EXHIBIT A
FEE SCHEDULE

David Foster
17485 Monterey Road, Suite 205
Morgan Hill, CA 95037
Office Phone: 408-776-1645
Fax Phone: 408-778-3246
Cell Phone: 408-472-5706
Email: dfoster@svmimac.org

Provide Math Training Workshops for Teachers

One full day of training August 29, 2013 not to exceed \$2,000

Signature  Date June 29, 2013

Typed or Printed Name David Foster

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213001**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BRAINFUSE, INCORPORATED

The Independent Contractor Agreement ICA 1213001 with Capistrano Unified School District and Brainfuse, Incorporated, called for an original contract period of September 1, 2012, through June 30, 2013.

The contract with Capistrano Unified School District and Brainfuse, Incorporated shall be extended an additional twelve (12) months, covering the period July 1, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, for a not to exceed amount of \$3,600.

Except as set forth in this Extension Agreement, and Board approved on April 25, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

Brainfuse, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

EXHIBIT A

RENEWAL FORM**SYSTEM:** CAPISTRANO UNIFIED SCHOOL DISTRICT**SERVICE(S):**HelpNow

- Live, Online Homework Help
- Live Skills-Building
- Online Writing Lab
- 24/7 Question Center
- Foreign Language Lab
- Test Center
- MEET™
- Brainwave™

TERM: 1-year**DATE OF RENEWAL:** 8/31/2014**FEE:**
Option (A) 125 Hours at 24\$/hr. = \$3,000
Option (B) 150 Hours at 24\$/hr. = \$3,600
Option (C) 175 Hours at 24\$/hr. = \$4,200
Option (D) 200 Hours at 24\$/hr. = \$4,800**NOTE:** For all options, unused hours do not expire and roll over to the subsequent term.**ACCEPTED:** _____ **Date:** _____
(Signature)**Name:** _____
(Print)**Title:** _____*Please return completed form by:***Email to:** renewals@brainfuse.com**Fax to:** (212) 504-8184**Mail to:** Brainfuse (Attn: Elize Aunahn)
271 Madison Ave. - 3rd Floor
New York, NY 10016

AMENDMENT NO. 7 TO PROFESSIONAL SERVICE AGREEMENT

PSA 1213005

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

The “not to exceed” amount on Professional Services Agreement No. PSA 1213005 shall be amended for the contract term of July 1, 2014 through June 30, 2015, to a new amount of \$144,370 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 12, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

**Deafinitely Professional
Interpreting Services**

By: _____
Signature

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")

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

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

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

Term of Agreement. The term of this base Agreement is for one year commencing 7/01/12 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.

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

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

DISTRICT

CONSULTANT

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

Signature: Nancy A. Quarles
Name: Nancy Quarles
Title: Vice President, Human Services
Address: 410 N Fairview
Santa Ana CA 92703
Email Address: NANCY.QUARLES@CUSD.ORG
FEIN/SSN: 95-1640518

RECEIVED

EXHIBIT A
FEE SCHEDULE

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

Interpreter services
\$60.00 per hour if paid by check

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

By: Nancy A. Grunley

Date: 6-25-2012

**SPECIAL
CONDITIONS**

Scope of Practice and Release of Assessment Documentation

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

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

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

AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. PSA 1213005

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Deafinitely Professional
Interpreting Services

By: [Signature]
Signature

By: [Signature]
Signature

Terry Fluitt
Print Name

Nancy A. Bunkles
Print Name

Director, Purchasing
Title

V.P. Human Services
Title

Date: 12/17/12

Date: 1-27-12

AMENDMENT TO MASTER CONTRACT AGREEMENT
NO 2. PSA 1213005

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Deafinitely Professional
Interpreting Services

By: Terry Fluett
Signature

By: Nancy A. Gualdes
Signature

Terry Fluett
Print Name

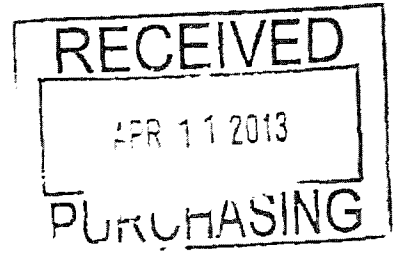
Nancy A. Gualdes
Print Name

Director, Purchasing
Title

D. J. Hummer, CFS
Title

Date: 4/15/13

Date: 4-14-2013



AMENDMENT TO MASTER CONTRACT AGREEMENT
NO. 3 PSA 1213005

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Deafinitely Professional
Interpreting Services

By: 
Signature

By: 
Signature

Terry Fluitt

Nancy A. Quattori

Director, Purchasing

Vice Pres. A.S.

Date: 5/31/13

Date: 5/10/2013

EXTENSION NO. 1 OF AGREEMENT NO. PSA 1213005

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

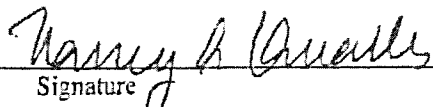
The agreement with Deafinitely Professional Interpreting Services shall be extended an additional 12 months, for the period July 1, 2013, through June 30, 2014, at the prices shown in Exhibit A to this Extension Agreement. Annual services under this contract are limited to \$120,000.

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

Capistrano Unified School District

**Deafinitely Professional Interpreting
Services**

By: 
Signature

By: 
Signature

Terry Fluent

Nancy A. Quarter
Print Name

Director, Purchasing

V.P. Human Services
Title

Date: 8/14/13

Date: 7-17-2013

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

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Deafinitely Professional
Interpreting Services

By: 
Signature

By: 
Signature

Terry Fluent

Kim A. Seebach
Print Name

Director, Purchasing

COO
Title

Date: 10/28/13

Date: 10/2/13

EXTENSION NO. 2 OF AGREEMENT PSA 1213005

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

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

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

Capistrano Unified School District

**Deafinitely Professional Interpreting
Services**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

AMENDMENT NO. 5 TO PROFESSIONAL SERVICE AGREEMENT

NO. PSA 1213005

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

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

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

DISTRICT

CONSULTANT

Capistrano Unified School District

**Deafinitely Professional
Interpreting Services**

By: _____
Signature

By:  _____
Signature

Terry Fluent

Kathy Copeland, Ph.D.
Print Name

Director, Purchasing

VP of Human Services
Title

Date: _____

Date: 7/2/14



AMENDMENT NO. 6 TO PROFESSIONAL SERVICE AGREEMENT

PSA 1213005

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

DEAFINITELY PROFESSIONAL INTERPRETING SERVICES

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

The “not to exceed” amount on Professional Services Agreement No. PSA 1213005 shall be amended for the contract term of July 1, 2014 through June 30, 2015, to a new amount of \$143,500 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on June 12, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

**Deafinitely Professional
Interpreting Services**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

AMENDMENT NO. 2 OF AGREEMENT PSA 1213029

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

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

The "not to exceed" amount on Professional Service Agreement No. PSA 1213029 shall be amended to \$42,186.60 for additional services requested by the District.

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

Capistrano Unified School District

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.

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: 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: _____

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

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

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

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

By: Lema R. Garcia, LCSW Date: 06/04/12

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
NO. PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for service 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

Irma R. Garcia
Print Name

Director, Purchasing

Licensed Clinical Social Worker
Title

Date: 8/21/12

Date: 08/03/12

EXTENSION OF AGREEMENT NO. PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for an original contract period of July 1, 2012 through June 30, 2013.

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

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

Capistrano Unified School District

Irma Garcia

By: J. Attent
Signature

By: Irma R. Garcia
Signature

Terry Fluent

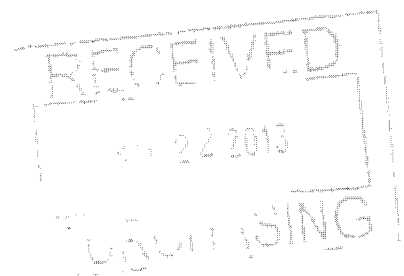
Irma R. Garcia
Print Name

Director, Purchasing

Licensed Clinical Social Worker
Title: Support Personnel Services Credential
(LCSW)
(PPSC)

Date: 6/6/13

Date: 05/16/13



Irma R. Garcia, LCSW, PPSC
403 Calle Nina, San Clemente, CA 92672
949-235-8263
scirmr@aol.com

FEE SCHEDULE

Description of Services to be Provided by Consultant:

1. As indicated by a student's IEP, provide 60 minute individual, parents, or collateral counseling session with focus on issues related to identified IEP goals.
2. As requested by school staff, or as indicated by a 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, consultations dates and times, and IEP meeting attendance.
5. Maintain records of student progress in counseling.
6. Offer a fall and spring parenting class on a topic such as Effective Parenting Techniques to help parents learn how to build a relationship and handle discipline and everyday problems.

Pay Rate: \$60.00 per hour

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

05/22/12
Date

EXTENSION NO. 2 OF AGREEMENT PSA 1213029

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

IRMA GARCIA

Professional Services Agreement No. PSA 1213029 called for an original contract period of July 1, 2012 through June 30, 2013.

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

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

Capistrano Unified School District

Irma Garcia

By: Terry Fluett
Signature

By: Irma R Garcia
Signature

Terry Fluett

Irma R Garcia
Print Name

Director, Purchasing

Licensed Clinical Social Worker
Title

Date: 6/30/14

Date:

EXHIBIT A
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

06/03/14
Date

**AMENDMENT NO. 1 TO
INDEPENDENT CONTRACTOR AGREEMENT NO. ICA 1314141**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

HOT DOGGER TOURS, INCOPROATED dba GOLD COAST TOURS

Independent Contractor Agreement No. 1314141 called for services to be rendered at the rates shown in the agreement.

The contract with Hot Dogger Tours, Incorporated dba Gold Coast Tours shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2014.

Except as set forth in this Amendment to Agreement, and Board approved on January 8, 2014, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

**Hot Dogger Tours, Incorporated
dba Gold Coast Tours**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



FEE SCHEDULE
PERIOD 7/1/14 to 6/30/15

COMPANY NAME: Hot Dogger Tours, Inc. dba Gold Coast Tours

REP NAME: Isela Herrera

E-MAIL ADDRESS: Isela.Herrera@goldcoasttours.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

We provide charter coach services to various customers, including school district, throughout the country and for the groups arriving from out of the country.

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
47 PAX one way transfer (3 hr max)	\$400.00*
56 PAX one way transfer (3 hr max)	\$425.00*
47 PAX 5 hour minimum	\$575.00
56 PAX 5 hour minimum	\$600.00
47 PAX Day Rate (10 hour)	\$950.00
56 PAX Day Rate (10 hour)	\$995.00
47 PAX Overtime Per Hour	\$90.00
56 PAX Overtime Per Hour	\$95.00
47 PAX Mountain Transfer (4 hour max)	\$875.00
56 PAX Mountain Transfer (4 hour max)	\$900.00

PARTS PERCENTAGE MARK-UP:

Above rates subject to and do not include 1% PUC tax & fuel surcharge ranging between 0% - 20% depending on actual fuel prices at time of booking.

ANY ADDITIONAL CHARGES:

*one way local LA/ OC transfer rate. If one way transfers exceed 3 hours or 100 miles total, the trip will automatically convert to a 5 hour minimum rate.

Additional airport fee if applicable.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 9, 2014, by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

Hot Dogger Tours, Incorporated dba Gold Coast Tours

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$10,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement The term of this base Agreement is for one year commencing 12/4/2013 to 12/3/2014, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

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

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

EXHIBIT A



FEE SCHEDULE
PERIOD JULY 1, 2013 – JUNE 30, 2014

COMPANY NAME: Hot Dogger Tours, Inc. dba Gold Coast Tours

REP NAME: Isela Herrera

E-MAIL ADDRESS: Isela.Herrera@goldcoasttours.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED: We provide charter coach services to various customers, including school districts, throughout the country and for the groups arriving from out of the country.

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
47 PAX one way transfer (3 hour max)	\$ 400.00 *
56 PAX one way transfer (3 hour max)	\$ 425.00 *
47 PAX 5 hour minimum	\$ 500.00
56 PAX 5 hour minimum	\$ 550.00
47 PAX Day Rate (10 hour)	\$ 875.00
56 PAX Day Rate (10 hour)	\$ 900.00
47 PAX Overtime per hour	\$ 85.00
56 PAX Overtime per hour	\$ 90.00
47 PAX Mountain transfer (4 hour max)	\$ 775.00
56 PAX Mountain transfer (4 hour max)	\$ 825.00

PARTS PERCENTAGE MARK-UP:

Above rates subject to and do not include 1% PUC tax & fuel surcharge ranging between 0% - 20% depending on actual fuel prices at time of booking

ANY ADDITIONAL CHARGES:

*one way local LA OC transfer rate. If one way transfers exceed 3 hours or 100 miles total, trip will automatically convert to 5 hour minimum rate

Additional airport fee if applicable.

**AMENDMENT NO. 1 TO
INDEPENDENT CONTRACTOR AGREEMENT NO. ICA 1314162**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE ALARM AND SPRINKLER COMPANY, INCORPORATED

Independent Contractor Agreement No. 1314162 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. 1314162 shall be amended to \$80,000 annually for additional services as requested by the District.

Except as set forth in this Amendment to Agreement, and Board approved on March 26, 2014, all other terms of the contract remain in full force and effect.

DISTRICT

CONTRACTOR

Capistrano Unified School District

**The Alarm and Sprinkler
Company, Incorporated**

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

March 27, 2014

This Agreement for Contracted Services ("Agreement") is effective as of ~~February 21, 2014~~ by and between Capistrano Unified School District, located at 33122 Valle Road, San Juan Capistrano, California 92675 ("the District") and the contractor listed below ("Contractor"). The District and Contractor may hereafter be referred to as ("Party") or collectively as ("Parties").

The Alarm and Sprinkler Company, Incorporated

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." The total amount of services request by District and provided by Contractor under this agreement shall be authorized by Purchase Order (PO) and shall not exceed \$60,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for one year commencing 2/21/2014 to 2/20/2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: [Signature]
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 3-26-2014

CONTRACTOR

Signature: [Signature]
Name: Joe Agosta
Title: Vice President
Address: 1780 E. Reddick
Unit 117 Santa Ana 92705
Email Address: Joe@TAASCO.com
FEIN/SSN: _____



FEE SCHEDULE
PERIOD 2/21/2014 to 6/30/2014

COMPANY NAME: The Alarm and Sprinkler Co Inc
REP NAME: Joe Agosta
E-MAIL ADDRESS: Joe@TAASCO.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Fire Alarm Testing / Repair

HOURLY RATE:	Description or Classification	Dollar (\$) Amount
	labor - M-F 8A-5p	\$99/man hr
	labor After hrs/weekend/holiday	\$145/man hr

PARTS PERCENTAGE MARK-UP:
220

ANY ADDITIONAL CHARGES:

**AMENDMENT NO. 1 TO MASTER CONTRACT AGREEMENT
MCA 1415048**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

OLIVE CREST ACADEMY

Master Contract Agreement MCA 1415048 called for services to be rendered at the rates shown in the agreement.

The contract with Olive Crest Academy shall be amended to reflect the new rates as shown in Exhibit A to this amendment effective July 1, 2014.

Except as set forth in this Amendment, and Board approved on July 7, 2014 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Olive Crest Academy

By: _____
Signature

By: _____
Signature

Terry Fluent

Print Name

Director, Purchasing

Title

Date: _____

Date: _____

EXHIBIT A: RATES

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

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

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

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

Rate	Period
\$163.00	Daily

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

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

B. Related Services

(1) a. Transportation – Round Trip	\$42.00	Daily
b. Transportation – One Way	\$52.00	Daily
c. Transportation – Dual Enrollment	\$62.00	Daily
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	\$100.00	Per Hour
b. Language and Speech Therapy – Group of 2	\$ 60.00	Per Hour
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Assessment	\$125.00	Per Hour
e. Language and Speech – Consultation Rate	\$ 60.00	Per Hour
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$105.00	Daily
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual		
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention		
b. Behavior Intervention – Supervision		
Provided by: _____		
(10) Nursing Services		
(12) Residential Board and Care		
(13) Residential Mental Health Services		

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



MASTER CONTRACT AGREEMENT *

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

OLIVE CREST ACADEMY

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

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

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

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

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

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

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

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

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

"DISTRICT"

"CONTRACTOR"

By: _____

By: _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date:

Email address _____

FEIN/SSN _____

EXHIBIT A: RATES

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

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

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

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

	<u>Rate</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$163.00</u>	<u>Daily</u>
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1) a. Transportation -- Round Trip	<u>\$42.00</u>	<u>Daily</u>
b. Transportation -- One Way	<u>\$52.00</u>	<u>Daily</u>
c. Transportation -- Dual Enrollment	<u>\$62.00</u>	<u>Daily</u>
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling -- Individual		
b. Educational Counseling -- Group of _____		
c. Counseling -- Parent		
(3) a. Adapted Physical Education -- Individual		
b. Adapted Physical Education -- Group of _____		
c. Adapted Physical Education -- Group of _____		
(4) a. Language and Speech Therapy -- Individual		
b. Language and Speech Therapy -- Group of 2		
c. Language and Speech Therapy -- Group of 3		
d. Language and Speech Therapy -- Per diem		
e. Language and Speech -- Consultation Rate		
(5) a. Additional Classroom Aide -- Individual (must be authorized on IEP)	<u>\$105.00</u>	<u>Daily</u>
b. Additional Instructional Assistant -- Group of 2		
c. Additional Instructional Assistant -- Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy -- Individual		
b. Occupational Therapy -- Group of 2		
c. Occupational Therapy -- Group of 3		
d. Occupational Therapy -- Group of 4 - 7		
e. Occupational Therapy -- Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention		
b. Behavior Intervention -- Supervision		
Provided by: _____		
(10) Nursing Services		
(12) Residential Board and Care		
(13) Residential Mental Health Services		

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

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-02

SIGNATURE AUTHORIZATION

WHEREAS, the Board of Trustees of Capistrano Unified School District may legally authorize the Superintendent and specific officers of the District to sign payroll notices of employment/changes of status, timesheets, vendor orders for payments, and warrant registers;

NOW THEREFORE BE IT RESOLVED that the following personnel are and shall be so designated:

Superintendent	Kirsten M. Vital
Deputy Superintendent, Business and Support Services	Clark D. Hampton
Assistant Superintendent, Personnel Services	Jodee E. Brentlinger
Executive Director, Fiscal Services	Philippa K. Geiger
Manager, Fiscal Services	Dana A. Erickson
Manager, Fiscal Services	Matthew L. Krause
Manager, Payroll	Elizabeth A. Bley

BE IT FURTHER RESOLVED that a signature stamp is authorized for Kirsten M. Vital, Clark D. Hampton, and Philippa K. Geiger; and

THAT only one signature or signature stamp shall be required by this Board for processing of said documents; and

THAT the Secretary be authorized to complete the authorization of signatures and forward same to appropriate officials of Orange County.

- AYES: ()
- NOES ()
- ABSENT ()
- ABSTAIN ()

I, Kirsten M. Vital, Secretary of the Capistrano Unified School District Board of Trustees, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at the meeting on the 13th day of August, 2014, by a roll call vote.

Gary Pritchard, Ph.D.
Clerk of the Board of Trustees

Kirsten M. Vital
Secretary of the Board of Trustees

AUTHORIZATION OF SIGNATURES

Capistrano Unified School District

August 13, 2014

I, Gary Pritchard, Clerk of the Board of Trustees of the above named School District of Orange County, California, hereby certify that the said Board of Trustees at a regular meeting thereof, held on the 13th day of August, 2014, adopted by a majority vote of said Board of Trustees, Resolution No. 1415-02 that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), timesheets, vendor orders for payment and check registers as indicated, and that all previous authorization of signatures are rescinded. Resolution No. 1415-02 further states that the authorization is subject to the following provisions:

<u>Name Typed</u>	<u>Specimen Signature</u>	<u>Authorized to Sign:</u>			
		<u>Payroll</u>	<u>Vendor Payments</u>		
		<u>NOE/CS</u>	<u>Time Sheet</u>	<u>Orders</u>	<u>Registers</u>
Kirsten M. Vital	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Clark D. Hampton	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Jodee E. Brentlinger	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Philippa K. Geiger	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Dana A. Erickson	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Matthew L. Krause	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Elizabeth A. Bley	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of August, 2014.

Gary Pritchard, Ph.D.
Clerk of the Board of Trustees

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-03

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (MISSION VIEJO/ALISO VIEJO), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 87-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (MISSION VIEJO/ALISO VIEJO) FOR FISCAL YEAR 2014-2015

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2014-2015, for the purpose specified in the Ordinance, by the adoption of a "Resolution" as specified by the Act and the Ordinance.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the 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 2014-2015 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA), for CFD No. 87-1 entitled, Capistrano Unified School District Community Facilities District No. 87- 1 Administration Report Fiscal Year 2014-2015 (DTA 2014-2015 Administration Report) submitted herewith. The DTA 2014-2015 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance, consistent with the Agreement. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2014-2015 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 87-1, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services, of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Orange County Auditor-Controller.

Section 4. The Board, acting as the Legislative Body of CFD No. 87-1, hereby approves and adopts a budget for CFD No. 87-1 for Fiscal Year 2014-2015 in the amount of \$10,718,948. Special taxes shall be levied as set forth in the DTA 2014-2015 Administration

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

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

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

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2014-2015 on or before August 20, 2014, 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.

[Remainder of page intentionally blank]

ADOPTED, SIGNED AND APPROVED this 13th day of August, 2014.

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: _____
John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 87-1, at a meeting of the Board of Trustees held on the 13th day of August, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 87-1, at a regular meeting of said Board held on the 13th day of August, 2014.

Dr. Gary Pritchard, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-05

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 90-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (COTO DE CAZA), AFFIRMING, RATIFYING, AND AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 90-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (COTO DE CAZA) FOR FISCAL YEAR 2014-2015

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

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

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

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

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

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 2014-2015, for the purpose specified in the Ordinance, and to authorize the Deputy Superintendent, Business and Support Services or designee to determine the adjustment of the Special Taxes of CFD No. 90-1

as of January 1, 2014, for the applicable calendar year as specified by the Act and the Ordinance; and

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, 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 2014-2015 at the tax rates set forth in the Rate and Method. All such prior levies of the Special Taxes of CFD No. 90-1 are affirmed and ratified and the Deputy Superintendent, Business and Support Services or designee is authorized to determine the annual amount of Special Taxes of CFD No. 90-1 as of January 1, 2014, 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 13th day of August, 2014.

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: _____
John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 90-1, at a meeting of the Board of Trustees held on the 13th day of August, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 90-1, at a regular meeting of said Board held on the 13th day of August, 2014.

Dr. Gary Pritchard, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-07

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY FOR IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN IMPROVEMENT AREA NO. 2002-1 OF COMMUNITY FACILITIES DISTRICT NO. 90-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (TALEGA) FOR FISCAL YEAR 2014-2015

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

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

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

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

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

EXHIBIT 19

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2014-2015 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 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 2014-2015 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Improvement Area No. 2002-1 of Community Facilities District No. 90-2 Administration Report Fiscal Year 2014-2015 (DTA 2014-2015 Administration Report) submitted herewith. The DTA 2014-2015 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2014-2015 Administration Report consistent with actions of the Board, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, hereby approves and adopts a budget for Improvement Area No. 2002-1 of CFD No. 90-2 for Fiscal Year 2014-2015 in the amount of \$3,417,403. Special taxes shall be levied as set forth in the DTA 2014-2015 Administration Report in accordance with this

budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 0102-102. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 0102-102.

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

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

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2014-2015 on or before August 20, 2014, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

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ADOPTED, SIGNED, AND APPROVED this 13th day of August, 2014.

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: _____
John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, at a meeting of the Board of Trustees held on the 13th day of August, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of Improvement Area No. 2002-1 of CFD No. 90-2, at a regular meeting of said Board held on the 13th day of August, 2014.

Dr. Gary Pritchard, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-08

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 92-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LAS FLORES) FOR FISCAL YEAR 2014-2015

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

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

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

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

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

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

EXHIBIT 20

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

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

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

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

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

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2014-2015, 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. 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 2014-2015 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2014-2015 (DTA 2014-2015 Administration Report) submitted herewith. The DTA 2014-2015 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2014-2015 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 92-1, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 92-1, hereby approves and adopts a budget for CFD No. 92-1 for Fiscal Year 2014-2015 in the amount of \$2,668,924. Special taxes shall be levied as set forth in the DTA 2014-2015 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and the Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in the Resolutions of Formation.

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

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

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

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2014-2015 on or before August 20, 2014, 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 13th day of August, 2014.

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: _____
John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 92-1, at a meeting of the Board of Trustees held on the 13th day of August, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, State of California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board, acting as the Legislative Body of CFD No. 92-1, at a regular meeting thereof held on the 13th day of August, 2014.

Dr. Gary Pritchard, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-10

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY FOR COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-1A OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (PACIFICA SAN JUAN) FOR FISCAL YEAR 2014-2015

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

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

WHEREAS, the Board, acting as the Legislative Body of CFD No. 98-1A, called and duly held an election on June 14, 2004, regarding the Amendments as to CFD No. 98-1A for the purpose of presenting to the qualified electors within CFD No. 98-1A Propositions A, B and C authorizing the levy of an amended Special Tax within CFD No. 98-1A and to incur an indebtedness and issue Bonds in the maximum principal amount of \$45,000,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 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, the Board, acting as the Legislative Body of CFD No. 98-1A, has been presented with information regarding the authorized facilities expenditures of special taxes collected from CFD No. 98-1A pursuant to all applicable law; and

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2014-2015 for the purposes specified in the Ordinance, by the adoption of a Resolution as specified by the Act and the Ordinance; and

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

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the 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 2014-2015, at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2014-2015 (DTA 2014-2015 Administration Report) submitted herewith. The DTA 2014-2015 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2014-2015 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 98-1A in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 98-1A, hereby approves and adopts a budget for CFD No. 98-1A for Fiscal Year 2014-2015 in the amount of \$477,566. Special taxes shall be levied as set forth in the DTA 2014-2015 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act, Resolution No. 03-04-91, and the applicable Mitigation Agreement with the party or parties thereto. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 03-04-91 and the rates herein provided only for Fiscal Year 2014-2015 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 2014-2015 on or before August 20, 2014, 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 13th day of August, 2014.

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: _____
John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 98-1A, at a meeting of the Board of Trustees held on the 13th day of August, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 98-1A, at a regular meeting of said Board held on the 13th day of August, 2014.

Dr. Gary Pritchard, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-11

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LADERA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 98-2 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (LADERA) FOR FISCAL YEAR 2014-2015

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

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

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2014-2015 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 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 2014-2015, at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2014-2015 (DTA 2014-2015 Administration Report) submitted herewith. The DTA 2014-2015 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2014-2015 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 98-2, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 98-2, hereby approves and adopts a budget for CFD No. 98-2 for Fiscal Year 2014-2015 in the amount of \$10,439,744. Special taxes shall be levied as set forth in the DTA 2014-2015 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

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

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

of any Bonds issued on behalf of CFD No. 98-2.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2014-2015 on or before August 20, 2014, 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 13th day of August, 2014.

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: _____
John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 98-2, at a meeting of the Board of Trustees held on the 13th day of August, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved, and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 98-2, at a regular meeting of said Board held on the 13th day of August, 2014.

Dr. Gary Pritchard, Clerk of the Board of Trustees
of the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-12

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO MADRINA), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2004-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (RANCHO MADRINA) FOR FISCAL YEAR 2014-2015

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

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

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2014-2015, 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 2014-2015, at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2014-2015 (DTA 2014-2015 Administration Report) submitted herewith. The DTA 2014-2015 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2014-2015 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 2004-1, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 2004-1, hereby approves and adopts a budget for CFD No. 2004-1 for Fiscal Year 2014-2015 in the amount of \$715,716. Special taxes shall be levied as set forth in the DTA 2014-2015 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolutions of Formation. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formation.

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

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

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the DTA Annual Report to the Orange County Auditor-Controller, together with other supporting documentation as

may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2014-2015 on or before August 20, 2014, or other duly authorized date, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

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ADOPTED, SIGNED AND APPROVED this 13th day of August, 2014.

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: _____
John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 2004-1, at a meeting of the Board of Trustees held on the 13th day of August, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 2004-1, at a regular meeting of said Board held on the 13th day of August, 2014.

Dr. Gary Pritchard, Clerk of the Board of Trustees of
the Capistrano Unified School District

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-13

RESOLUTION OF THE BOARD OF TRUSTEES OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS), AUTHORIZING THE LEVY OF SPECIAL TAXES IN COMMUNITY FACILITIES DISTRICT NO. 2005-1 OF THE CAPISTRANO UNIFIED SCHOOL DISTRICT (WHISPERING HILLS) FOR FISCAL YEAR 2014-2015

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

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

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

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

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

(Revised RMA), and calling a public hearing thereon (S/T Revision Proceedings), pursuant to the Act; and

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

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

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

WHEREAS, on June 13, 2011, an election was held within CFD No. 2005-1 in which the eligible voters approved, by more than two-thirds (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, on October 24, 2013, CFD No. 2005-1 issued its \$8,190,000 Series 2013 Special Tax Bonds; and

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the Special Taxes for Fiscal Year 2014-2015, 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 2014-2015 at the tax rates set forth in the report prepared by the District's Special Tax Consultant, David Taussig and Associates (DTA) for CFD No. 2005-1 entitled, Capistrano Unified School District Community Facilities District Administration Report Fiscal Year 2014-2015 (DTA 2014-2015 Administration Report) submitted herewith. The DTA 2014-2015 Administration Report is on file at the District Office, and is by this reference herein incorporated, which sets forth rates that do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, DTA may make any necessary modifications to the DTA 2014-2015 Administration Report consistent with actions of the Board, acting as the Legislative Body of CFD No. 2005-1, in the adoption of this Resolution. After adoption of this Resolution, the Deputy Superintendent, Business and Support Services of the District, or designee, may make any necessary modifications to these Special Taxes to correct any errors, omissions, or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the Special Taxes applicable to any category of parcels.

Section 4. The Board, acting as the Legislative Body of CFD No. 2005-1, hereby approves and adopts a budget for CFD No. 2005-1 for Fiscal Year 2014-2015 in the amount of \$630,128. Special taxes shall be levied as set forth in the DTA 2014-2015 Administration Report in accordance with this budget. All of the collections of the Special Tax shall be used only as provided for in the Act and Resolution No. 0506-06. The Special Tax shall be levied only so long as needed to accomplish the purposes described in Resolution No. 0506-06.

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

Section 6. If and when Bonds are issued or such Special Taxes are pledged as to Bonds issued as a cumulative remedy, if any amount levied as a Special Tax for payment of Bond interest or principal, together with any penalties and other charges accruing under this Resolution, are not paid when due, the Board may, not later than four years after the due date of the last installment of principal on the Bonds, order that the same be collected by an action brought in the superior court to foreclose the lien of such Special Tax. The Deputy Superintendent, Business and Support Services of the District, is authorized to pursue collection thereof and to commence such proceedings consistent with the Act and the applicable provisions of any Bonds issued on behalf of CFD No. 2005-1.

Section 7. The actions of District staff heretofore taken in order to obtain consent from the Orange County Auditor-Controller to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Orange County Auditor-Controller, together with other supporting documentation as may be required to place said Special Taxes on the secured property tax roll for Fiscal Year 2014-2015 on or before August 20, 2014, 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 13th day of August, 2014.

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: _____
John M. Alpay, President of the Board of
Trustees of the Capistrano Unified School
District

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing resolution was duly adopted by the Board of Trustees of said District, acting as the Legislative Body of CFD No. 2005-1, at a meeting of the Board of Trustees held on the 13th day of August, 2014, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Dr. Gary Pritchard, Clerk of the Board of
Trustees of the Capistrano Unified School
District

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Dr. Gary Pritchard, Clerk of the Board of Trustees of the Capistrano Unified School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Trustees of the Capistrano Unified School District, acting as the Legislative Body of CFD No. 2005-1, at a regular meeting of said Board held on the 13th day of August, 2014.

Dr. Gary Pritchard, Clerk of the Board of Trustees
of the Capistrano Unified School District

AGREEMENT TO MODIFY RESTRICTIONS

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

RECITALS

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

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

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

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

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

EXHIBIT 25

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

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

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

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

A G R E E M E N T

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

1. **Consideration.**

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

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

b. **Right of First Refusal.**

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

parties. The Purchase Agreement shall provide for (1) a due diligence period expiring on the last day of the Negotiation Period, and (2) a closing date sixty (60) days after the expiration of the Negotiation Period. Subject to Section 1(b)(ii)(2) below, if Shea Homes does not timely deliver a Notice of Intent, then its Right of First Refusal shall terminate as to the applicable portion of the Property, and Owner may sell such portion of Property free and clear of the same on the same terms and condition as described in the Sale Notice. Notwithstanding anything to the contrary contained in this Section 1(b), the right of first refusal shall not apply to any trustee's sale or court ordered sale pursuant to a judicial foreclosure in a deed of trust covering the Property but shall apply to any purchaser or other transferee pursuant thereto.

2. If (A) Owner intends to sell the applicable portion of the Property on terms more favorable to the buyer than those contained in the Sale Notice or (B) Owner does not close the sale of the applicable portion of the Property within one hundred eighty (180) days of delivery of the Sale Notice, then Shea Homes shall have the right to purchase the applicable portion of the Property pursuant to Section 1(b)(II)(1) above, and Owner shall deliver a new Sale Notice setting forth the terms as required above.
3. For each portion of the Property where Shea Homes has been given the opportunity to purchase such portion as set forth above and has declined to do so, Shea Homes' rights to purchase the applicable portion of the Property shall terminate upon the closing of the first sale of such portion of the Property to an entity that is not a not for profit entity. Shea Homes' rights to purchase all other portions of the Property shall survive.

2. **Acknowledgement of Expiration of Grant Deed Restrictions and Amendment of CC&Rs.** Upon full execution of this Agreement, Shea Homes shall execute and notarize the Acknowledgement of Expiration of Grant Deed Restrictions and the Amendment of CC&Rs (together, the "**Amendments**") and deposit them into Escrow along with Shea Homes' instructions to release the same for recordation in the Official Records upon (a) payment of the Participation, if any, (b) delivery of the items set forth in Section 1(a)(i), above, and (c) recordation of the Right of First Refusal in the Official Records.
3. **Fee Credits.** If any Owner is required to purchase San Joaquin Hills Transportation Corridor Agency (the foregoing or any successor thereto, the "**Agency**") Fee Credits, Shea Homes shall have the option of selling such fee credits to such Owner at the cost being charged for residential buildings by the Agency at the time of construction. The Owner shall not purchase such fee credits from any other party unless Shea Homes indicates in writing that it does not wish to sell any fee credits that it may have to such

Owner at that time. The foregoing shall be included in the Amendment of CC&Rs to be recorded in the Official Records.

|

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

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

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

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

[Signatures on Next Page]

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

SHEA HOMES

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CUSD

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT B

Acknowledgement of Expiration of Grant Deed Restrictions

[attached hereto]

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

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

(Space Above for Recorder's Use)

ACKNOWLEDGEMENT OF EXPIRATION OF GRANT DEED RESTRICTIONS

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

RECITALS

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

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

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

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

AGREEMENT

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

1. **Acknowledgment as to Expiration of Deed Restrictions.** Shea Homes and CUSD each acknowledge and agree that the Grant Deed Restrictions have expired, pursuant to the terms set forth on Exhibit B to the Grant Deed, and are no longer of any force or effect with respect to the Property.

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

[Signatures on Next Page]

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

SHEA HOMES

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CUSD

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

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

WITNESS my hand and official seal.

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

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

WITNESS my hand and official seal.

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

EXHIBIT C

Amendment of CC&Rs

[attached hereto]

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

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

(Space Above for Recorder's Use)

AMENDMENT OF CC&Rs

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

RECITALS

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

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

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

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

A G R E E M E N T

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

1. Amendment to CC&Rs

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

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

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

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

SHEA HOMES

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CUSD

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Schedule 1

EXHIBIT Z

Description of Relevant Property

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

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

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

APN: 632-133-05

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

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

WITNESS my hand and official seal.

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

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

WITNESS my hand and official seal.

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

EXHIBIT D

Memorandum of Right of First Refusal

[attached hereto]

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

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

(Space Above for Recorder's Use)

MEMORANDUM OF RIGHT OF FIRST REFUSAL

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

1. CUSD owns that certain real property located in Orange County, California as more particularly described on Schedule 1 attached hereto and incorporated herein by this reference (the "**Property**").¶
2. CUSD granted to Shea Homes, pursuant to that certain Agreement to Modify Restrictions dated as of _____, 2014 (the "**Modification Agreement**"), and does hereby grant to Shea Homes, the right of first refusal to purchase the Property in accordance with the terms of the Modification Agreement (the "**Right of First Refusal**").
3. The term of the Right of First Refusal commenced and shall expire in accordance with the terms of the Modification Agreement.
4. All of the other terms, conditions and agreement contained within the Modification Agreement are fully incorporated herein by reference as if fully set forth herein. This Memorandum is not intended to change any of the terms of the Modification Agreement and may be executed in counterparts.

[Signatures on Next Page]

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

SHEA HOMES

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CUSD

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE 1

Legal Description of the Property

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

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

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

APN: 632-133-05

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

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

WITNESS my hand and official seal.

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

STATE OF CALIFORNIA
COUNTY OF ORANGE

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

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

WITNESS my hand and official seal.

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

Memorandum of Understanding Between
The Orange County Superintendent of Schools
And
“Capistrano Unified School District”
2014-2015

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, 2014, and ending June 30, 2015.

EXHIBIT 26

Page 1 of 20

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at <http://www.ocde.us/sped/Pages/default.aspx>.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. OCDE shall maintain and provide special education programs for District pupils during the 2014-2015 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for

home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s).

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to

respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2014 through June 1, 2015. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

10. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials

representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services necessary for the pupil to benefit from the special education program shall be provided by the District or as

otherwise agreed to by OCDE and the District, including translator services at IEP team meetings and/or translation of documents. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide

in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2014-2015 will be based on actual information for 2013-2014 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year. In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before

December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2014-2015

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average

Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE: Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Dennis Roberson**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4133

District: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Sara Jocham, Asst. Supt., 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 14, 2014

DATE APPROVED BY COUNTY
SUPERINTENDENT OR DISTRICT BOARD:

cc: SELPA

APPROVED AS TO FORM:
DATE: <u>5/15/14</u>
LYSA M. SALTZMAN, COUNSEL ORANGE COUNTY DEPARTMENT OF EDUCATION
BY: <u>[Signature]</u> ATTORNEY

**Orange County Department of Education
Special Schools Program**

Appendix A

2014-15 Preliminary 1 Budget	Object	2012-2013	2013-2014	2014-15
2013-14 average enrollment 452		Unaudited	Estimated Actuals	Preliminary 1
2014-15 proj average enrollment 445	Code	Actuals	Budget	Budget
Restricted Fund Balance Low Incidence	9791	494,537.97	454,379	349,221
Reserve for Economic Uncertainty	9791	882,512.18	1,168,786	1,055,338
Adjustment to ending balance				
Total Beginning Balance	9791	1,377,050.15	1,623,165	1,404,559
Revenue				
Revenue Limit	8091&8099	2,833,831.00		
AB602 Allocation	8097	1,735,117.00	1,704,906	1,705,870
AB602 Allocation		4,568,948.00	1,704,906	1,705,870
Prior Year Apportionment	8319	-	-	-
Other State Revenue	8590	-	133,000	-
Other State Revenue		-	133,000	-
Interagency Fees Bill Back to Districts	8677	21,749,678.00	19,722,288	19,852,225
Interagency Fees Special Circumstance Aids	8677	4,275,175.89	4,246,458	4,332,158
Other revenue	8631	-	3,612	-
Other Local Revenue/EE contract	8699	600.05	2,567,835	3,175,335
Other Local Revenue		26,025,453.94	26,540,193	27,359,718
		(1,487,325.45)		
Transfer in from Other Fund	8919			
Contribution from Unrestricted	8980			
Contribution for Indirect	8981	432,320.30	420,831	433,451
Contribution from Restricted	8990	23,316.34	(24,384)	-
Contribution to Restricted Routine Maint.	8991	(208,260.00)	(194,205)	(194,205)
Contribution to Food Services	8992	(148,479.71)	(143,522)	(135,855)
Contribution to Special Ed	8993	-	-	-
Total Contributions		98,896.83	58,720	103,391
Total Revenue		32,070,349.02	30,059,983	30,573,538

**Orange County Department of Education
Special Schools Program**

Appendix A

2014-15 Preliminary 1 Budget	Object	2012-2013	2013-2014	2014-15
2013-14 average enrollment 452		Unaudited	Estimated Actuals	Preliminary 1
2014-15 proj average enrollment 445	Code	Actuals	Budget	Budget
Expenditures				
Teachers Salaries	1100	6,452,500.85	5,951,101	5,974,555
Pupil Support Salaries	1200	1,283,588.80	1,203,472	1,214,602
Supervisor/Administrators	1300	918,283.20	929,387	1,002,414
Other Certificated	1900	1,042,737.01	1,135,601	1,154,504
Total Certificated		9,697,109.86	9,219,561	9,346,075
Instructional Assistants	2100	6,924,489.20	6,900,856	7,079,480
Classified Support Salaries	2200	529,394.18	594,949	634,464
Supervisors/Managers	2300	430,602.12	459,227	466,345
Clerical/Technical	2400	746,999.40	734,511	707,312
Short term Sub	2900	-	-	-
Total Classified		8,631,484.90	8,689,543	8,887,601
STRS/PERS	3100-3200	1,750,474.63	1,628,553	1,646,312
Medicare and PARS	3300	244,604.69	248,318	254,463
Health and Welfare	3400	4,457,265.56	4,410,890	4,839,103
Unemployment	3500	190,581.70	9,039	9,099
Worker's Comp	3600	301,280.90	362,656	365,272
PERS Reduction	3800	146,769.56	-	-
Life Insurance/Other	3900	64,581.79	72,570	44,346
Total Benefits		7,156,668.83	6,732,026	7,158,595
Textbooks	4100	-	300	300
Other Books	4200	1,557.06	1,114	1,092
Materials and Supplies	4300	205,120.85	414,265	285,430
NonCapitalized Equipment	4400	102,185.12	32,617	53,352
Total Books and Supplies		308,863.03	448,296	340,174
Travel and Conference	5200	107,696.96	138,268	135,704
Dues and Membership	5300	1,065.00	1,245	1,245
Utilities	5500	150,066.57	153,255	152,405
Rents/Leases/Repairs	5640	355,817.96	410,590	382,493
Repairs/Maintenance	5600	37,971.62	88,708	84,466
Transfer of Direct Costs	5700	75,698.95	41,843	46,818
Professional/Consulting Services	5800	99,731.04	174,370	180,865
Communications	5900	66,697.69	68,748	69,660
Total		894,745.79	1,077,027	1,053,656
Improvement on Sites	6100	-	-	-
Buildings	6200	(170,071.62)	94,800	195,675
Capitalized Equipment	6400/6500	14,102.83	11,000	11,000
Total		(155,968.79)	105,800	206,675
Support Costs	7340	1,995,744.89	1,962,341	2,000,585
Support Contributions	7341	432,320.30	420,831	433,451
IFT Out-Other Authorized IFT	7619	-	-	-
Total Support		2,428,065.19	2,383,172	2,434,036
Total Expenditures		28,959,858.81	28,655,425	29,426,812
Restricted Fund Balance Low Incidence	9780/9740	454,378.76	349,221	263,921
Reserve for Economic Uncertainty	9780/9740	1,168,786.00	1,055,338	882,804
Ending Fund Balance		3,110,490.21	1,404,559	1,146,725
Total Bill Back		20,262,352.55	19,722,287.71	19,852,224.70
Average Enrollment		496.00	452.00	445.00
Estimated Bill Back per Pupil		40,851.52	43,633	44,612
Proposed Refund to District		2,998.64	-	-
Actual Billing		37,852.88	-	-

	2014-15 (B1)
1. Average number of pupils transported	273
2. Maximum number of billable days	202
3. Classified Salaries	85,437
4. Employee Benefits	40,329
5. Supplies	50
6. Travel/Conferences/Dues/Memberships	1,384
7. Other Expenses	-
8. Contracts with Private Contractors (5100)	3,577,518
9. Payments to Private Carriers (5830)	25,000
10. Other Services/Operating Expenses	106
11. Equipment/Replacement	-
12. Therapy Transportation	
Subtotal Direct Costs	3,577,518
13. Direct Support costs	152,307
14. Total Direct/Direct Support Costs	4.26%
15. Indirect Support Costs @ 1%	1,523
16. Total Transportation Cost Allocation	3,731,348
17. State Transportation Entitlement	1,617,327
Total Revenue	1,617,327
19. Excess Transportation Cost	2,114,021
19a. *Per Pupil Excess Cost Line19/Line1	7,736
19b. *Per Day/Pupil Excess Cost Line19a/Line2	38.30

5/29/2014

*Per Pupil Cost is an estimate, actual cost is determined by Ave. Daily Rate X # of days.

Appendix (B)

MEMORANDUM OF UNDERSTANDING BETWEEN

Irvine Unified School District AND Capistrano Unified School District

California Promise Initiative

This Memorandum of Understanding (MOU) is made and entered into this 14 day of August, 2014, by and between the Irvine Unified School District (IUSD) and the Capistrano Unified School District (CUSD) for purposes of implementing the California Promise (CaPROMISE) Initiative.

1. Purpose and Goal

PROMISE—Promoting Readiness of Minors in Supplemental Security Income—is a joint initiative of the U.S. Social Security Administration (SSA) and the U.S. Departments of Education, Health and Human Services, and Labor. The goal of PROMISE is to improve the provision and coordination of services for youth who receive SSI to promote education and employment outcomes resulting in long-term reduction in the reliance of youth on SSI. The U.S. Department of Education, as the lead agency, awarded six (6) cooperative agreements to states to implement PROMISE and the U.S. Department of Labor and the U.S. Department of Health and Human Services will provide support for these agreements. Each state, including California, have proposed and will implement their own unique PROMISE programs, but all PROMISE implementations in the states will include the following, at a minimum:

- Partnerships among state agencies responsible for programs that play a key role in providing services to the target populations;
- Family outreach, recruitment, and involvement; and
- Services, including case management, benefits counseling, career and work-based learning experiences, and parent/guardian training and information.

The following five states and a consortium of six states were awarded more than \$211 million in five (5) year grants to establish and operate model demonstration PROMISE programs designed to address many of the barriers to economic independence faced by SSI youth and their families by improving the education and employment outcomes of youth SSI recipients and their families starting October 2013:

- Arkansas
- California
- Maryland
- New York
- Wisconsin
- The six-state consortium: Arizona, Colorado, Montana, North Dakota, South Dakota, and Utah

To achieve these outcomes the PROMISE programs will provide innovative educational, vocational, and other services to youth and their families. The programs will also make better use of existing resources by improving service coordination among state and local agencies.

The State of California was awarded the PROMISE grant to improve coordination of services for families of SSI recipients aged 14-16, starting October 1, 2013. Youth with disabilities who receive Supplemental Security Income (SSI) face substantial barriers to economic independence in making the transition to adult life. The barriers are related to their health status, social isolation, service needs, and potential loss of disability benefits. As a result, the education and employment outcomes for youth SSI recipients are frequently less favorable than those for their peers without disabilities, leading to greater dependence on public programs and poorer overall economic well-being as adults. Services provided under the PROMISE grant will help provide successful outcomes for such SSI recipients including graduating from high school ready for college and career, completing post-secondary education and job training, and obtaining competitive employment in an integrated setting, with the goal of reducing long-term reliance on SSI. The annual award of \$10 million has no state match requirement. The California Department of Rehabilitation was selected to serve as the lead coordinator of the California Promise Grant, totaling \$50 million over five years.

California's PROMISE program includes 21 lead educational agencies. Irvine Unified School District will serve as the Orange County educational agency lead.

SSI youth with disabilities will be recruited from a collaboration of school districts in the Orange County area including:

Anaheim Union High School District	Los Alamitos Unified School District
Capistrano Unified School District	Newport-Mesa Unified School District
Garden Grove Unified School District	Placentia Yorba Linda Unified School District
Huntington Beach Union High School District	Saddleback Valley Unified School District
Irvine Unified School District	Santa Ana Unified School District

2. Mutual Collaboration and Cooperation

The Assistant Superintendent of the Irvine Unified School District and the Assistant Superintendent of Capistrano Unified School District agree that this MOU is entered into in a spirit of cooperation and collaboration and will establish processes for information sharing and service provision which will result in more comprehensive, effective, and timely services for students participating in the CaPROMISE program. Each school district's primary mission is to offer educational experiences that prepare students for post-secondary educational opportunities and eventually a successful employment outcome which requires training accompanied by appropriate disability related support services such as career exploration, job development and placement.

Each school district will not be required to provide additional services over and above what is already provided. The partnership between the ten (10) participating Orange County school districts was initiated through the Orange County Adult Transition Task Force (OCATTF). All participating Orange County school districts have participated in this group for more than 5 years. Monthly OCATTF meetings will continue and include updates regarding CaPROMISE programming. Ongoing communication will be encouraged to ensure up to date information regarding program participants and their families.

3. CaPROMISE Services:

California will enroll a minimum of 3,000 youth SSI recipients and their families. Orange County will be enrolling 156 youth SSI participants ages 14-16. One-half of the enrolled participants will be randomly assigned to treatment status (the “program group”) and will be eligible for PROMISE services. The other half will be randomly assigned to control status (the “usual services group”) and will be eligible for only those services that would have been available in the absence of PROMISE.

The Social Security Administration (SSA), the lead agency for the evaluation of the PROMISE Initiative, has contracted with Mathematica Policy Research, a national policy research and evaluation firm, to conduct a nine-year evaluation of the program. The evaluation will address whether the provision of services and supports to SSI recipients ages 14 through 16 and their families results in better education and employment outcomes.

Currently according to the Social Security Administration (SSA) records there are approximately 927 youth SSI recipients ages 14-16 in Orange County. As there is not sufficient numbers in any one district based on the 1:6 anticipated enrollment ratio, Orange County school districts have agreed to work together on the CaPROMISE Initiative. Collaboration among the ten (10) participating O.C. school districts is key to the programs’ success. Recipients will remain in the program for an anticipated five years.

The following CaPROMISE Service Group Supports & Services will be provided to CaPROMISE Initiative service group participants consisting of but not limited to the following:

- **Case Management for Participant & Family specific to long range workforce development and career planning**
Ensure access to and coordination of needed services and supports available at the community, state and federal levels.
- **Benefits Planning & Management/Financial Literacy Support**
Assist with understanding and utilization of available work incentives through the Social Security Administration. Additionally, participants will learn about asset accumulation and management. Emphasis will be placed on acquiring the knowledge and skills to manage financial resources effectively.

- **Individual Career Action Plan (ICAP) Development, Monitoring & Updates**
Identify goals, outcomes and activities in the areas of education, employment, benefits planning and technology. Ensure effective implementation and completion of each student's personalized action plan.
- **Identification & Implementation of SSA Work Incentives**
- **Self-Determination Skills Development**
Support skill attainment in the areas of goal setting, resource access, self-advocacy and decision making to assist with futures planning in the areas of education, employment and adult independence.
- **Specialized Career Ladder Job Development and Placement**
Provide job development support to ensure access to appropriate work training sites in the community, including paid employment, in support of long range career plans.
- **Assistive Technology Training/Touch Screen Technology/Employment Related Apps**
Promote access to technology related training with a focus on increased employment and educational success.
- **Career Ladder Paid & Unpaid Internships and Employment**
Facilitate enrollment in internships through partnerships with workforce development training programs including: WorkAbility, Transition Partnership Act (TPP) and Workforce Investment Act (WIA) Programs.
- **Access to and coordination of services and supports available at the community, state and federal levels**
- **Post-Secondary Education Planning and Implementation**
Explore post-secondary education and training opportunities that will promote access to high wage, high interest employment options, including community colleges, Regional Occupational Programs, job skills certification programs and universities.
- **Family Services & Supports**
Encourage the access and use of needed services and resources that will promote an enhanced quality of life for family members and students.

The CaPROMISE Initiative will provide Career Services Coordinators (CSC) who will be responsible for assisting with the development of an Individualized Career Action Plan that will address specific plans for education, employment, benefits planning & management and the use of technology to support positive life outcomes. Additionally, the CSC will work with identified youth and their families to learn how to access needed community resources and services.

4. Capistrano Unified School District Responsibilities

Capistrano Unified School District shall provide the following:

- **Location (s) to meet with Participants/families periodically**
- **Assistance with initial outreach & recruitment efforts**
- **Updates regarding Academic Progress of the participants, appropriate parental consent for release of school academic records**

- Attendance verification
- Invitation to participate in academically related meetings with case carrier and parent permission

5. Irvine Unified School District Responsibilities

Irvine Unified School District shall provide each participating Orange County school district the following:

- **Monthly electronic summary case note status update from CaPROMISE staff regarding:**
 - **Employment Work Place Activities**
 - **Workshop Participation**
 - **Use of SSA Work Incentives**
 - **Use of community, state and local resources**
 - **Individual Career Action Plan**
- **Travel Training Plan(s) specific to career development activities**
- **Transition Related Resources from:**
 - **21+ California school districts**
 - **11 CaPROMISE sites throughout the US**
 - **4 federal agencies: (US Department of Education, US Department of Labor, Social Security Administration and the US Department of Health & Human Services)**
- **Sharing of corporate job development sites**
- **Access to benefits planning and management resources**
- **Access to community resources and service information**
- **Access to parts of the CaPROMISE website www.capromise developed by CSU San Diego Interwork Institute**
- **Summative & Formative Data Collection Information**
- **Identified Best Practices in Transition Programming**

6. Term

This MOU is for a five (5) year term effective from the date of the last board approval of the MOU. Any amendments to this MOU must be in writing and approved by the designated representative of each district.

7. Termination

Either party may terminate this MOU without cause by giving written notice to the non-terminating party at least thirty (30) days prior to the effective date of termination.

8. Confidentiality

Information will be exchanged between the parties to this MOU to the extent permitted by federal and state laws. Appropriate consents for release of confidential information regarding students and families will be done in strict compliance with all federal and state laws.

9. 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 with postage prepaid; or (c) sent by any other similar delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with other similar 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:

IUSD: Irvine Unified School District
5050 Barranca Parkway
Irvine, CA 92604
Attn: John Fogarty, Assistant Superintendent

CUSD: Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Clark Hampton

10. No Waiver

The failure of any party to this MOU in any one or more instances to insist upon strict performance of any of the terms of this MOU 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.

11. Hold Harmless

To the extent permitted by law, IUSD agrees to hold harmless, indemnify and defend the CUSD 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 IUSD's performance pursuant to this MOU. To the extent permitted by law, the CUSD agrees to hold harmless, indemnify and defend IUSD 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 CUSD's performance pursuant to this MOU.

12. Complete Understanding

This MOU is the complete understanding between the Parties. Any amendments hereto shall be in writing. This MOU incorporates by reference the State of California Standard Agreement No. 29123 between the California Department of Rehabilitation and the Irvine Unified School District, effective December 1, 2013 through September 30, 2016, and all exhibits incorporated therein which is attached hereto as Exhibit A.

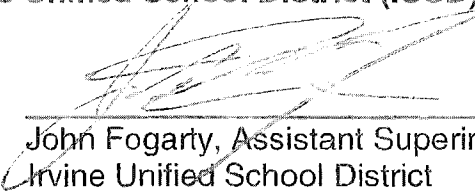
13. Applicable Law

This MOU is governed by the laws of the State of California.

14. Counterparts

This MOU may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed MOU.

Irvine Unified School District (IUSD)

BY:  _____ Date: 6/5/2014
John Fogarty, Assistant Superintendent
Irvine Unified School District

Capistrano Unified School District (CUSD)

BY: _____ Date: August 14, 2014

PRINT NAME: Clark Hampton

TITLE: Deputy Superintendent, Business and Support Services

AGREEMENT NUMBER
29123
REGISTRATION NUMBER
eP 1326092

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
 Department of Rehabilitation
- CONTRACTOR'S NAME
 Irvine Unified School District
2. The term of this Agreement is: December 1, 2013 through September 30, 2016
3. The maximum amount of this Agreement is: \$1,171,988.00
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CFDA # 84.418P - CaPROMISE	
Exhibit A	1 page(s)
Exhibit A.1 - Contractor's Program Scope of Work	7 page(s)
Exhibit B - Budget Detail and Payment Provisions	5 page(s)
Exhibit B.1 - Contractor's Program Budget and Narrative	8 page(s)
Exhibit C* - General Terms and Conditions	GTC 610 (Dated 08/09/10)
Exhibit D - Special Terms and Conditions (Attached hereto as part of this agreement)	10 page(s)
Exhibit E - Additional Provisions - Federally Funded Agreements	3 page(s)
Exhibit F - Additional Provision	2 page(s)
Exhibit G - Additional Provisions - Contract Monitoring & Transportation	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 150px;"> APPROVED FEB - 3 2014 DEPT OF GENERAL SERVICES </div> <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Irvine Unified School District		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/16/13	
PRINTED NAME AND TITLE OF PERSON SIGNING John Fogarty, Assistant Superintendent, Business & Finance		
ADDRESS 5050 Barranca Parkway Irvine, CA 92604		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1/30/14	
PRINTED NAME AND TITLE OF PERSON SIGNING Simone Dumas, Chief, Contracts and Procurement Section		
ADDRESS 721 Capitol Mall, 6th Floor, Sacramento, CA 95814		

EXHIBIT A

1. PURPOSE

CaPROMISE: Promoting the Readiness of Minors in Supplemental Security Income (PROMISE)

2. AUTHORITY

Legislation: section 437(d)(1) of the General Education Provisions Act (GEPA), 20 U.S.C. 1232(d)(1).

Regulations: 75.105(C)(3)

Catalog of Federal Domestic Assistance Number (CFDA) 84.418P

3. CONTRACT REPRESENTATIVES

The Contractor shall direct all inquiries during the term of this Agreement to the DOR Contract Administrator listed herein:

Department of Rehabilitation

Sylvia Hoggatt

721 Capitol Mall, 4th Floor

Sacramento, CA 95814

(916) 558-5406

(916) 558-5402, Fax

Sylvia.Hoggatt@dor.ca.gov

Irvine Unified School District

Linda O'Neal

5050 Barranca Parkway

Irvine, CA 92604

(949) 936-5040

(949) 936-8659 Fax

lindaoneal@iusd.org

4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

EXHIBIT A.1
(Subvention Agreement)

CaPROMISE PROJECT
IRVINE UNIFIED SCHOOL DISTRICT

SCOPE OF WORK

I. Introduction

Overview

Promoting the Readiness of Minors in Supplemental Security Income (PROMISE) is a joint initiative of the U.S. Department of Education (ED), the U.S. Social Security Administration (SSA), the U.S. Department of Health and Human Services (DHHS), and the U.S. Department of Labor (DOL) to promote positive outcomes for children who receive Supplemental Security Income (SSI) and their families.

The purpose of PROMISE is to improve the provision and coordination of services and supports for child SSI recipients and their families in order to achieve improved outcomes, such as completing postsecondary education and job training to obtain competitive employment in an integrated setting that may result in long-term reductions in the child recipient's reliance on SSI.

This agreement will allow the California Department of Rehabilitation (DOR) as the CaPROMISE Grant Administrator and the Irvine Unified School District (IUSD) to work collaboratively to promote positive outcomes for children who receive SSI as outlined in the DOR's PROMISE Grant proposal. Under this agreement the IUSD will recruit, enroll, and serve children ages 14 to 16 who are SSI recipients and residing within the boundaries of Orange County.

Outreach and Recruitment

Within two years of the initiation of the project the Contractor shall:

1. Plan for and conduct outreach and recruitment activities (such activities may include mailings, phone calls, informational meetings at State or local agencies or schools, home visits, and other efforts targeted to this population);
2. Obtain consent for the enrollment and participation of child SSI recipients in accordance with service goals/number to be served;
3. Initiate services to participants in the treatment group who must be between the ages of 14 and 16 at the time that project services are initiated; and

4. As part of the plan for outreach and recruitment, prepare and provide potential participants with a recruitment packet that includes:
 - a. A description of the full scope of the project and the goals and objectives of the project with respect to participant outcomes and evaluation activities, including the use of random assignment to determine who will receive project interventions, and an explanation of what will be expected of the control group members (e.g., participation in surveys at 18 months, and potentially 60 months after random assignment);
 - b. A project enrollment form developed by the national evaluator that includes sufficient demographic and other information to classify the participants into subgroups for further analysis; and
 - c. A written consent form authorizing the child participate in the project for the parent and, if applicable, the child, that will be developed jointly by the project and the national evaluator. As part of the consent, the project requirements must be fully explained to the parent and, if appropriate, to the child. If appropriate, a child who has reached the age of majority under State law must sign the consent form. The consent form must obtain from the parent or child, if appropriate, written consent to participate in the program and to permit the disclosure of personally identifiable information from relevant, privacy-protected records either to the national evaluator or to the project partners in order for them to share data needed to carry out project activities.

All outreach and recruitment materials and forms will be developed and provided in accessible formats for individuals with disabilities, using jargon-free, easily comprehended language, and provided in the family's native language or through another mode of communication, unless it is clearly not feasible to do so.

II. Services To Be Provided

1. DESCRIPTION OF SERVICES

Regional Directors for the CaPROMISE grant will work closely with San Diego State University (SDSU) to ensure Statewide consistency and the fidelity of the project.

Regional Directors will direct, oversee and/or coordinate:

1. Implementation strategies including:

- a. Design, implementation, evaluation and training of individual PROMISE projects within each region using the project Logic Model/Work Plan
 - b. Implementation of participant and family recruitment component
 - c. Implementation of recruitment practices
 - d. Brainstorm ways to improve and increase recruitment and enrollment
 - e. Assist in implementing all activities
 - f. Assist with ensuring outcome completion
2. Project training including:
- a. Oversee training components of the project with school staff, participants, families and project staff
 - b. Develop training series for benefits education for youth and families
 - c. Provide “train the trainer” sessions for individual projects within the region
 - d. Ensure all PROMISE Benefits Planner/Service Coordinators complete benefits training and certifications
 - e. Coordinate all regional training workshops for participants, families and project staff
 - f. Ensure all training materials are developed and prepared for workshops
 - g. Secure expert trainers for workshops as needed
3. Technical Assistance:
- a. Provide technical assistance for project program components and work plan implementation
 - b. Provide individual technical assistance to programs as needed within the region regarding SSA benefits and working with Social Security staff
 - c. Answer and field questions from regional staff regarding Social Security benefits
4. Regional Collaboration with Designated Partners:
- a. Work in partnership with the SSA Area Work Incentive Coordinator (AWIC)
 - b. Ensure project sites work with local DOR office as appropriate for individual participants
 - c. Provide technical assistance with developing individual projects into Employment Networks
 - d. Provide technical assistance to projects to develop MOU's and partnerships with local agencies (i.e. Regional Centers, One Stops, Area Boards, Health and Social Services and other local agencies)

- e. Meet regularly with Statewide Directors
- f. Meet quarterly, or as needed, with statewide partners including DOR, Department of Education, SDSU and other statewide partners
- g. Representative available to participate in project national meetings

5. Facilitate Access to Local Resources and Services:

- a. Facilitate identification and access to local, state and federal resources/services
- b. Troubleshoot issues with partner agencies
- c. Promote partnership with local One Stop Centers to access services and supports for local families
- d. Ensure focus on career planning including familiarity with local Post-Secondary Education opportunities

6. Evaluation:

- a. Oversee implementation of the project Evaluation Component
- b. Work with all project managers in the region to set up data collection
- c. Work on data collection fidelity with project staff
- d. Answer and field questions regarding data collection before contacting evaluators

7. Regional PI Employment Specialists:

- a. Business Advisory Committees (BAC) Operation
 - i. Coordinate Regional BAC
 - ii. Identify, recruit and secure commitments from business partners and employers
- b. Develop Work Site Training & Job Developers
 - i. Volunteer Opportunities
 - ii. Service Learning Options
 - iii. Work Training Sites
 - iv. Employment Opportunities
 - v. Career Ladder Options
- c. Work with project staff to identify work site accommodation needs for participants
 - i. Assist business partners with accommodation implementation
- d. Promote Use of Employer Incentives

A. Case Management: Case management services for the project participants and their families will be appropriately planned and coordinated to assist participants in navigating through the services, supports, and benefits available from the larger service delivery system. Case management services, at a minimum, will include the following:

1. identifying, locating, and arranging for needed services and supports for the project participant and their families;
2. coordinating services provided directly by the Model Demonstration Project (MDP) with other services that are available in the larger service delivery system; and
3. transition planning to assist the participants in setting post-school goals and to facilitate their transition to an appropriate post-school setting, including postsecondary education, training, or competitive employment in an integrated setting. Transition planning will be conducted in coordination with the local educational agency and, as appropriate, with the consent of the parents or a child who has reached the age of majority under State law, with other agency partners, such as the VR agency, the State Medicaid Agency or other public insurance program, and workforce investment agencies.

B. Benefits Counseling/Financial Capability Services: Ongoing training for the project participants and their families on SSA work incentives, eligibility requirements of various programs, earnings rules, asset accumulation, and financial literacy and planning will be provided.

C. Career and Work-Based Learning Experiences: At least one paid work experience in an integrated setting will be provided for participants in the project before leaving high school. In addition, other skill development opportunities will be provided in an integrated setting, such as volunteering or participating in internships, community services, and on-the-job training experiences, including experiences designed to improve workplace basic skills.

D. Parent Training and Information: The project will provide information and training to the family of project participants including:

1. the parents' role in supporting and advocating for their children's education and employment goals, including the importance of high expectations for their children's participation in education and competitive employment;
2. resources for improving the education and employment outcomes of the parents and the economic self-sufficiency of the family, including:
 - a. the acquisition of basic education, literacy, and job-readiness skills, and
 - b. job training and employment services.

E. Other Services and Supports (designed to improve education and employment outcomes for participating children and their parents):

1. Youth development activities may include:

- a. training in job-seeking skills, life skills, independent living skills, self-advocacy, self-determination, and conflict resolution;
 - b. exposure to personal leadership development and mentoring opportunities; and
 - c. exposure to post-school supports through structured arrangements with postsecondary education programs and adult service agencies.
2. Career development/preparatory activities may include:
- a. career assessments to help identify career preferences, interests, and skills;
 - b. career counseling and exploration, including structured exposure to postsecondary education and other life-long learning opportunities;
 - c. exposure to career opportunities that ultimately lead to a living wage;
 - d. information about educational requirements, entry requirements, and income and benefits potential.

2. SERVICE GOALS/NUMBER TO BE SERVED

During fiscal year 2013/14, it is expected that:

- 48 participants will be enrolled in the project
- 24 participants will receive Case Management
- 24 participants will receive Benefits Counseling/Financial Capability Services
- 24 participants will receive Career/Work Based Learning Experience
- 24 participants will receive Parent Training and Information
- 24 participants will receive Other Services and Supports

During fiscal year 2014/15, it is expected that:

- 108 participants will be enrolled in the project
- 78 participants will receive Case Management
- 78 participants will receive Benefits Counseling/Financial Capability Services
- 78 participants will receive Career/Work Based Learning Experience
- 78 participants will receive Parent Training and Information
- 78 participants will receive Other Services and Supports

During fiscal year 2015/16, it is expected that:

- 78 participants will receive Case Management
- 78 participants will receive Benefits Counseling/Financial Capability Services

- 78 participants will receive Career/Work Based Learning Experience
- 78 participants will receive Parent Training and Information
- 78 participants will receive Other Services and Supports

III. Contract Administrator/Program Coordinator

Department of Rehabilitation

Sylvia Hoggatt

721 Capitol Mall, 4th Floor

Sacramento, CA 95814

(916) 558-5406

(916) 558-5402 fax

Sylvia.Hoggatt@dor.ca.gov

Irvine USD

Linda O'Neal

5050 Barranca Parkway

Irvine, CA 92604

(949) 936-5040

(949) 936-8659 fax

lindaoneal@iusd.org

EXHIBIT B
(Subvention Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS
CaPROMISE

1. INVOICING AND PAYMENT

A. Service Budget Payment of Expenditure

1. This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

B. Submission of Invoice(s)

1. Monthly invoices (DR 801B Service Invoice) should be submitted no later than the 20th business day for the preceding month's expenditures, with supporting documentation available upon request. The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.
2. Final invoices must be submitted within 120 days after each fiscal year end or no later than November first of that same year.
3. Invoice(s) (DR 801B Service Invoice) shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget

and Budget Narrative. The DR 801B Invoice shall include the Agreement Number and Registration Number, and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).

C. Appropriate Expenditures

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the OMB A-133 Single Audit.

D. Invoice Claim Adjustments

1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained within the same fiscal year. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget with a maximum not to exceed \$100,000 for all budget years as long as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
2. Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

E. Budget Contract Amendments

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.

- Line item adjustments that exceed \$100,000.
 - Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
 - Any word for word changes to the written budget narrative or budget cost detail.
- (Note: ALL changes must be made in bold.)

F. Travel Reimbursements

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the

availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the OMB cost principle applicable to its organization

regarding documentation for the support of personnel activity chargeable to the Agreement.

6. ACCOUNTING SYSTEM REQUIREMENTS

A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:

- Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
- Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.

B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations.

STATE OF CALIFORNIA
SERVICE BUDGET

DEPARTMENT OF REHABILITATION

Exhibit B.1

Original

Amendment

Contractor Name and Address		Contract Number	Federal ID Number	Page X of X			
Irvine Unified School District 5050 Barranca Parkway Irvine, CA 92604		29123	95-2799-223	1 of 1			
Line No.	PERSONNEL-Position Title & Time Base	Annual Salary	Annual Percent FTE	Amount Budgeted	Annual Salary	Annual Percent FTE	Amount Budgeted
1	CaPROMISE Regional Manager 1 FTE = 40 hrs/wk, (yr 1=10 mos) 12 months	\$119,908.00	29%	\$34,973	\$119,450.00	32.50%	\$38,821
2	Benefits/CaPROMISE Regional Manager	\$23,693.00		\$6,910	\$23,406.00		\$7,607
3	CaPROMISE LEA Site Manager/Coordinator - 1 1 FTE = 40 hrs/wk, (yr 1=10 mos) 12 months	\$119,908.00	29%	\$34,973	\$119,450.00	25%	\$29,863
4	Benefits/CaPROMISE Site Mgr/Coord.	\$23,693.00		\$6,910	\$23,406.00		\$5,852
5	Promise Career Service Coordinator 1 FTE = 40 hrs/wk, (yr 1=10 mos) 12 months	\$51,406.00	83.333%	\$42,838	\$51,406.00	100%	\$51,406
6	Benefits/CaPROMISE Career Svc Coord	\$21,524.00		\$17,937	\$21,524.00		\$21,524
7	Promise Career Service Coordinator 1 FTE = 40 hrs/wk, (yr 1=10 mos) 12 months	\$50,532.00	83.333%	\$42,110	\$50,505.00	100%	\$50,505
8	Benefits/CaPROMISE Career Svc Coord	\$21,331.00		\$17,776	\$21,325.00		\$21,325
9	Promise Career Service Coordinator 1 FTE = 40 hrs/wk, (yr 1=10 mos) 12 months	\$50,532.00	83.333%	\$42,110	\$49,191.00	100%	\$49,191
10	Benefits/CaPROMISE Career Svc Coord	\$21,331.00		\$17,776	\$21,034.00		\$21,034
11	PROMISE Office Assistant - 1 1 FTE = 40 hrs/wk, (yr 1=10 mos) 12 months	\$37,904.00	41.6650%	\$15,793	\$37,904.00	35.0%	\$13,266
12	Benefits/CaPROMISE Office Assistant	\$8,392.00		\$3,497	\$8,392.00		\$2,937
13	PROMISE Account Technician - 1 1 FTE = 40 hrs/wk, (yr 1=10 mos) 12 months	\$54,041.00	4.2%	\$2,254	\$54,015.00	2.5%	\$1,350
14	Benefits/CaPROMISE Account Technician	\$22,108.00		\$921	\$22,102.00		\$553
15	Other Post Employment Benefits (OPEB)			\$5,000			\$5,000
16	Subtotal			\$291,777			\$320,234
17	OPERATING EXPENSES						
18	Instructional Materials			\$12,000			\$5,000
19	Office Supplies and Printing			\$13,658			\$9,025
20	Theft Sensitive items			\$15,000			\$2,500
21	Software			\$4,000			\$1,500
22	Training			\$3,000			\$1,000
23	Travel/Mileage			\$18,000			\$13,000
24	Communications			\$4,000			\$4,000
25	Background Checks			\$1,000			\$200
26	Enrollment Process/Enrollment Retention Fee			\$15,600			\$15,600
27	Operating Subtotal			\$86,258			\$51,825
28	Personnel and Operating Subtotal			\$378,035			\$372,059
29	Indirect Rate Percentage			3.34%			5.00%
30	Indirect Cost			\$12,626			\$18,603
	TOTAL (rounded to nearest dollar)			\$390,662			\$390,662

CaPROMISE PROJECT SERVICE BUDGET NARRATIVE

1. PERSONNEL

The following personnel will complete the activities summarized below. These positions are also included on the Service Budget.

Benefits

Benefits include payroll taxes, workers compensation, health and welfare and all other required employee benefits. The benefit rate for all classified staff is 22.14% and includes: PERS, OASDI, Medicare, SUI and Workers Compensation. The benefit rate for the certificated staff is 11.3% and includes STRS, OASDI, Medicare, SUI and Workers Compensation. In addition, the health and welfare cost for each full time staff member is \$10,143.

CaPROMISE REGIONAL MANAGER

The Southern Coastal Regional Manager will oversee implementation of the CaPromise Initiative in Orange County, San Diego County and parts of LA County including Long Beach Unified School District, Centinela Union High School District and Compton Unified School District. Specific responsibilities will include:

- a) Coordinates the design, implementation, evaluation, and training of individual PROMISE programs regionally
- b) Works with Program Managers in the region setting up data collection
- c) Works with program staff around the fidelity of the data collection
- d) Answers and fields questions regarding data before calling evaluators
- e) Coordinates all trainings regionally for technical assistance
- f) Provides individual technical assistance to programs as needed within the region regarding SSA benefits and working with Social Security staff
- g) Answers and fields questions from regional staff regarding social security benefits
- h) Coordinates efforts regionally for recruitment
- i) Works with programs to brainstorm ways to improve and increase recruitment and enrollment
- j) Develops training series for benefits education for youth and for families
- k) Provides train the trainer sessions for individual projects within the region
- l) Coordinates the efforts for Regional Employment Taskforce
- m) Provides technical assistance with developing individual PROMISE programs into Employment Networks

- n) Provides technical assistance to programs to develop MOU's and partnerships with local agencies, i.e. Regional Centers, One Stops, Area Boards, Health and Social Services, other local agencies
- o) Meets regularly with State Wide Directors
- p) Meets quarterly or as needed with State wide partners including Dept. of Rehab, Dept. of Ed, San Diego State and other state wide partners
- q) Representative available to participate in National level meetings

CaPROMISE LEA Site Manager/Coordinator

- a. Directs and oversees the activities of the CaPROMISE project.
- b. Directs the activities of the program.
- c. Oversees program activities and ensures that all requirements of the CaPROMISE project are met.
- d. Hires and supervises project staff.
- e. Works with staff to develop, plan, and implement the CaPROMISE project.
- f. Develops linkages with other community agencies and resources to provide support and services to CaPROMISE participants.
- g. Monitors all budget and purchasing.
- h. Collaborates with staff on CaPROMISE research study.

CaPROMISE Career Services Coordinator

Coordinates project activities and goals as described in the CaPROMISE program contract Scope of Work and assists CaPROMISE participants as appropriate, with the following:

1. Case Management Services.
 - a. Provide case management services for project participants and their families.
 - b. Plan and coordinate services to assist participants navigate through services, supports, and benefits available from the larger service delivery system.
 - c. Identify, locate, and arrange for needed services and supports for project participants and their families.
 - d. Coordinate services provided directly by CaPROMISE with other services that are available in the larger services delivery system.
 - e. Provide transition planning to assist the participant in setting post-school goals and to facilitate their transition to an appropriate post-school setting such as: postsecondary education, training, or competitive employment in an integrated setting.

- f. Coordinate transition planning with local education agency and as appropriate with parents/family, and/or other agencies participating in this project.

2. Benefits Counseling/Financial Capability Services

Provide ongoing training for project participants and their families on SSA work incentives, eligibility requirements of various programs, earnings rules, asset accumulation, and financial literacy and planning.

3. Career and Work-Based Learning Experiences

- a. Assist in providing project participants at least one paid work experience in an integrated setting before leaving high school.
- b. Provide other skill development opportunities in an integrated setting such as volunteering or participating in internships, community services, and on-the-job training experiences, including experiences designed to improve workplace basic skills.

4. Parent Training and Information

Provide information and training to the family of project participants including:

- a. The parents' role in supporting and advocating for their children's education and employment goals, including the importance of high expectations for their children's participation in education and competitive employment.
- b. Provide resources for improving the education and employment outcomes of the parents and the economic self-sufficiency of the family to include acquisition of basic education, literacy, and job-readiness skills, and job training and employment services.

5. Other Services and Supports

- a. Youth Development Activities may include:
 - i. training in job-seeking skills, life skills, independent living skills, self-advocacy, self-determination, and conflict resolution.
 - ii. exposure to personal leadership development and mentoring opportunities.
 - iii. exposure to post-school supports through structured arrangements with postsecondary education programs and adult service agencies.
- b. Career Development/Preparatory Activities may include:
 - i. career assessments to help identify career preferences, interests, and skills.
 - ii. career counseling and exploration, including structured exposure to postsecondary education and other life-long learning opportunities.
 - iii. exposure to career opportunities that ultimately lead to a living wage.

- iv. information about educational requirements, entry requirements, and income and benefits potential.

6. Other duties as assigned may include:

- a. Provide training sessions to education and agency staff; through making monthly presentations to potential PROMISE participants; and by working directly with most PROMISE participants and their parents to resolve SSA benefit problems, understand SSA information, develop IRWEs and PASS plans, and submit pay stubs to SSA.
- b. Develop informational materials on CaPROMISE and distribute these to CaPROMISE eligible students and their parents/guardians.
- c. Network and partner with other agencies and organizations to obtain correct information and to refer CaPROMISE Project students for additional information and services to assist their transition from school to work.
- d. Collect data and share information.
- e. Provide an array of individually-tailored support services to both the CaPROMISE project student and his/her family for such as, but not limited to: employment, transportation, health care, and child care.
- f. Act as an advocate for CaPROMISE participants.
- g. Attend all related project meetings and trainings.
- h. Complete research on practical issues related to participant needs.
- i. Assist with CaPROMISE Project related documentation.

CaPROMISE Office Assistant

- a. Processes time cards
- b. Assists with filings, phone calls, mailings, purchasing supplies, getting bids, preparing letters and other documents
- c. Prepares outreach and recruitment packets
- d. Schedules and prepares for meetings

CaPROMISE Account Technician

- a. Generates reports for billing Service Budget staff time allocation records
- b. Monitors billing and receipt of funds
- c. Ensures that all CaPROMISE funding is allocated and expensed specific to budget requirements.

Other Post-Employment Benefits (OPEB)

OPEB include postemployment healthcare benefits (such as medical, dental, vision, hearing). The cost of these benefits is funded on a "pay-as-you-go" basis, rather than being advance-funded. Specific amount will be determined at the end of the IUSD fiscal year.

2. OPERATING EXPENSES

All operating expenses to implement the CaPROMISE Project are described here.

Instructional Materials

The CaPROMISE Project will purchase instructional materials and duplicate materials related to the following curriculum topics: benefits planning, post-secondary education/training, vocational exploration, employment, self-sufficiency, self-determination, and other topics related to successful transition from school to work. The actual cost of these materials will be invoiced against the contract. Items may include, but are not limited to consumable books, curricular materials, manuals, books, classroom posters, and videotapes/CDs/DVDs related to curriculum and staff training. Items will be used only for or by CaPROMISE participants, participant's parents and or/family, and project staff.

Office Supplies and Printing

The CaPROMISE Project will purchase office supplies for use in the project and to maintain CaPROMISE office, participant files, provide training to project participants, parents, community partners and staff. These items may include, but are not limited to: paper, pens, folders, binders, notebooks, record keeping materials, tape, envelopes, staplers, ribbon, scissors, toner, notepads, paperclips, CD/DVD's, memory thumb drives, and organizers. The actual cost of these items will be invoiced against the contract. Cost of printing materials related to the CaPROMISE Project such as: informational materials and CaPROMISE related documents and research will also be invoiced against the contract. These materials are to be used by and for CaPROMISE participants and Irvine Unified School District CaPROMISE Staff. Postage costs for correspondence to the Department of Rehabilitation, San Diego State University/Interworks Institute, other community partners, staff, agency staff, CaPROMISE Project participants, their parents/guardians, and others involved with the project.

Theft Sensitive Items

Non-expendable items purchased with contract funds that have a normal life expectancy of one year or more but have a purchase price of less than \$5,000 per item. Examples include, but are not limited to, laptop computers, desktop computers, printers, fax machines, copy machines, cameras, projectors, cellular phones, and iPads. These items must be inventoried and a copy of the inventory record must be submitted to DOR upon request.

Theft Sensitive Items purchased will be used by CaPROMISE Project staff or CaPROMISE participants to provide contractual services to CaPROMISE participants. Services may include, but are not limited to, case management, outreach and recruitment, benefits counseling, career and work-based learning

experiences, parent training and information, youth development activities, career development, and communication.

FY 13/14

5 Laptop Computers @ \$1337 ea – estimated purchase date 1/1/14.

5 Apple iPad Tablets @ \$600 ea – estimated purchase date 4/1/14.

3 Apple iPhones @ \$260 ea – estimated purchase date 9/30/14.

1 Apple iPhone @ \$360 ea – estimated purchase date 9/30/14.

FY14/15

1 Laptop Computers @ \$1500 ea – estimated purchase date 10/1/14.

1 Apple iPad Tablets @ \$450 ea – estimated purchase date 10/1/14.

1 Apple iPhone @ \$260 ea – estimated purchase date 10/1/14.

FY 15/16

1 Laptop Computer @ \$1500 ea – estimated purchase date 10/1/15.

1 Apple iPad Tablet @ \$450 ea – estimated purchase date 10/1/15.

1 Apple iPhone @ \$260 ea – estimated purchase date 10/1/15.

Software

The CaPROMISE Project will purchase software and programs related to curriculum and project staff needs. These computer programs will be made available to CaPROMISE Project staff and will be used only for and by CaPROMISE Project participants and Irvine Unified School District CaPROMISE staff.

Training

Training costs (tuition/registration fees) for Irvine Unified School District CaPROMISE staff, which is deemed necessary to enhance contract/project-related job performance. Speakers and room fees for workshops and trainings for CaPROMISE Project participants and their families and CaPROMISE Project staff and partners.

Travel/Mileage

Travel costs to and from meetings and trainings, resulting in expenses as follows: mileage, air fare, vehicle rental, bus fare, overnight lodging, meals/per diem, and ground transportation to and from various locations.

Day to day mileage reimbursement is for staff using IUSD or personal vehicles. All rates will be invoiced at the rate allowed by either the Irvine Unified School District or the State of California for exempt employees, whichever is less.

The Regional Manager will attend the national PROMISE grant advisory meeting in Washington D.C annually. The DOR Contract Administrator will be required to approve prior to the travel. Travel costs may be reimbursed for airfare, lodging and per diem. Reimbursement will be based on current allowable in-state rates and policies equivalent to the allowable rate for State of California employees.

Communications

Monthly fee for office land line telephone service and for mobile/smart phone services to support staff activities while traveling between sites.

Background Checks

Cost of doing background checks on CaPROMISE project staff. Costs to include the cost of live fingerprint checks by appropriate agencies.

Enrollment Processing Fee/Enrollment Retention Fee

As the LEAs enroll students into the program including the completion of an enrollment form, and required release forms, the LEA will be paid an enrollment processing fee. For the enrollment processing fee, the LEA will submit a client list for the enrollment fee on a monthly basis with the service invoice for years one and two. For the enrollment retention fee, at the beginning of the Federal Fiscal Year, the LEA will submit a client list for those actively participating in the treatment group.

As the LEAs enroll students, they will receive a bonus enrollment processing fee with each enrollment of \$100 for years one and two. Beginning in year three, the LEA will receive an enrollment retention fee of \$200 for each SSI child recipient in the treatment group.

3. INDIRECT COSTS

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 225, 230 (OMBs).

The Contractor may be reimbursed for actual indirect costs subject to this Agreement based on a rate calculated and approved annually by the California State Department of Education at a rate of 3.34% for year one and 5.00% for years two and three.

EXHIBIT D
(Subvention Agreement)

SPECIAL TERMS AND CONDITIONS
CaPROMISE

1. NOTIFICATION & COMPLIANCE

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

2. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision.

Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

5. INSURANCE REQUIREMENTS

- A. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each

insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

(Agency/Department Name), The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

B. Automobile Liability – For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:

- For public schools and for-profit organizations: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For seating capacity up to 7 people (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 8 –15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than \$1,500,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.
- For non-profit organizations: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For seating capacity of up to 15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

- C. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required.

The workers’ compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

6. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this Agreement will not be released to any source except as required by this Agreement or otherwise authorized by DOR.
- B. Contractor agrees that any information obtained in the performance of this Agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.
- C. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this Agreement and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section

7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

- D. Contractor agrees to report any security breach or information security incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at ITSB-ISO@dor.ca.gov.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
 2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing DOR consumers' personal information. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptop and desktop, netbooks, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., note takers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this Agreement.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Becoming a Service Provider"

section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link:
<http://www.dor.ca.gov/VRED/Security-n-Privacy-Training.html>.

- I. Additional training and awareness tools are available at the California Office of Information Security (OIS) website and the California Office of Privacy Protection (COPP) website. The COPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. AUDIT AND REVIEW REQUIREMENTS

A. General Audit and Review Requirements

1. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
3. The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.
4. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the three (3) year period, whichever is later.

B. Annual Federal Audit (For Agreements that received Federal Funds \$500,000 and above):

1. In addition to the General Audit and Review Requirements above, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).
2. For DOR Agreement expenditures designated by the independent auditor as major programs, the Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section
Department of Rehabilitation
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814
3. Copies of the audit report and letters shall be submitted within 30 days after receipt of the auditor's report(s) or nine months following the end of the Contractor's fiscal year. Unless restricted by law or regulation, the auditee shall make copies available for public inspection.

9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or provide adequate justification for the absence of bidding based on a reasonable representation of existing market value..
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 or more for commodities, supplies, and services related to

this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.

- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. USE OF SUBCONTRACTOR(S)

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.
- E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

- F. The contract should require prior authorization in writing by the agency before the contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment or services. The contract should also require the contract to provide in its request for authorization all particulars necessary for the evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of bidding.

11. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

12. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

The CaPROMISE Project will purchase software and programs related to curriculum and project staff needs. These computer programs will be made available to CaPROMISE Project staff and used only for and by CaPROMISE Project participants.

13. EQUIPMENT PURCHASES

Contractor shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of the contract including equipment purchased or built by sub-contractor. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft/minor-sensitive items regardless of cost should be inventoried. A copy of the inventory record must be submitted annually to the State DOR Contract Administrator, or upon request.

The following items, regardless of cost must be inventoried:

1. Personal Computer
2. Laptop and Notebook
3. IPADS
4. Printers
5. Fax & Photo Copy Machines
6. Netbooks
7. Tablets
8. Smart Phones/Cellular Phones

14. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (Reference website: <http://www.sam.gov>).

15. PROHOBITION ON TAX DELINQUENCY

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. (Public Contract Code Section 10295.4). In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board)

https://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml,

(Board of Equalization) <http://www.boe.ca.gov/cgi-bin/delinq.cgi>

EXHIBIT E
(Subvention Agreement)

ADDITIONAL PROVISIONS
CaPROMISE

FEDERALLY FUNDED AGREEMENTS

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the Agreement is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

The federal regulations are available for review on the Internet at <http://www.whitehouse.gov/omb/circulars>.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-

transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

B. **Evaluation of Discovery or Invention:** If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.

C. **Copyrights and Patents:** The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

A. **Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.**

B. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air**

Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

All contractors shall comply with the following statutes and regulations:

1. Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4). Regulation: 34 CFR part 100.
2. Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.
3. Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.
4. Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

4. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

EXHIBIT F
(Subvention Agreement)

ADDITIONAL PROVISIONS
CaPROMISE

1. INDIRECT COSTS

- A. Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 (OMB's). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate.
- B. Indirect Costs for Service Budgets: The Contractor may be reimbursed for actual indirect costs subject to this Agreement not to exceed a rate of 15% indirect cost.

2. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for CaPROMISE Agreements as applicable for the Fiscal Year(s) covered under this Agreement.

3. DOR's CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of

services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.

- D. Ensure that all Service Invoices, and Certified Expenditure Summaries, if applicable, are received within 120 days after each fiscal year end or no later than January 1 of that year.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- H. Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- I. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
 - Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
 - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
 - Verify that Agreement staff provide services only to authorized DOR consumers.

**EXHIBIT G
(Subvention Agreement)**

ADDITIONAL PROVISIONS

CaPROMISE

IRVINE UNIFIED SCHOOL DISTRICT

1. CONTRACT MONITORING AND REPORTING

The Irvine Unified School District CaPROMISE Contract Administrator will monitor the contract by:

- Submitting the Service Invoice (801B) on a monthly basis.
- Preparing and submitting a monthly summary outlining contract progress and outcomes with regard to contract objectives.
- Ensuring that personnel activity reports and other time allocation documents are maintained by contract staff and reflect accurate reporting.
- Submitting personnel activity reports and other time reporting documents as requested by the DOR Contract Administrator.
- Collaborating with the DOR Contract Administrator and appropriate staff to plan and facilitate two meetings per year (fall and spring) to include: Irvine Unified School District's participants, participating DOR district staff and/or respective partner administrative staff.

2. TRANSPORTATION

Transportation will be provided for CaPROMISE participants (up to 7 clients in the same vehicle at a time).


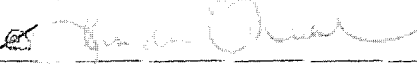


11

STATE OF CALIFORNIA
GRANT/CONTRACT SIGNATURE AUTHORIZATION
DR 325 (Rev. 12/98) Computer Generated

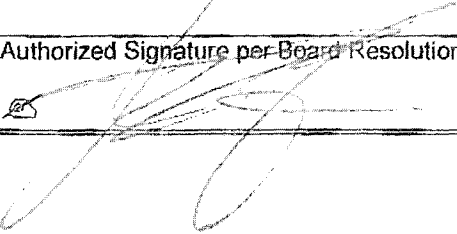
DEPARTMENT OF REHABILITATION

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address) Irvine Unified School District 5050 Barranca Parkway Irvine, CA 92604
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print) Mark Miller	Title (Please Type or Print) Director of Special Education
Signature 	Name (Please Type or Print) Linda O'Neal	Title (Please Type or Print) Program Administrator
Signature 	Name (Please Type or Print) None	Title (Please Type or Print)
Signature 	Name (Please Type or Print) None	Title (Please Type or Print)

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution 	Name (Please Type or Print) John Fogarty, Asst. Supt., Business Ser.	Date Signed 12/16/13
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Irvine Unified School District

Meeting: Regular Meeting of the Board of Education : 22. CONSENT CALENDAR - Special Education

Created : December 20, 2013 at 08:54 AM

d. Implementation of Grant Proposal: Promise Initiative, 2013-16 (v) (c)

December 10, 2013
Status: Ready to Publish

Additional Agenda Information/Recommendation

Approve implementation of the Promise Initiative (CaPROMISE), 2013-16, and authorize the Superintendent or appointee to sign and execute any and all documents required by the Department of Rehabilitation to effectuate the execution of contracts and/or amendments.

Background/Description

At its September 17, 2013 meeting, the Board of Education approved the submission of the Promise Initiative (CaPROMISE) through the State of California, Department of Rehabilitation.

The Promise Initiative emphasizes the employment and career development of youth with disabilities receiving Supplemental Security Income (SSI), by providing year-round services to connect them successfully to needed support services. Services will include specialized case management, placement in work related opportunities, benefits planning and career planning. Collaborative partnerships will help to support positive outcomes.

IUSD has been awarded the CaPROMISE Grant and will begin implementation of the program.

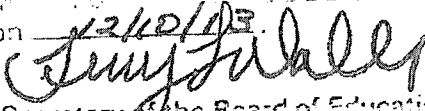
Fiscal Impact

No fiscal impact on the Irvine Unified School District General Fund. All activities outlined in this grant will be paid for through grant funds of \$390,662.00 per year for each of three years from 2013-16.

Approval/Signature Block

IUSD/Parham/Miller/O'Neal
Board Agenda
December 10, 2013

This is to certify that this item was approved by the Board of Education, Irvine Unified School District, on 12/10/13.


(Secretary of the Board of Education)

LIMITED USE LICENSE
Capistrano Unified School District
Tijeras Creek Elementary School
(July, 2009 Version)

This Limited Use License (the "License") is made this 26th day of **August 2014**, 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.

Tijeras Creek Limited Use License Agreement
August 26, 2014
Page 1 of 12

EXHIBIT 28

THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

Tijeras Creek Limited Use License Agreement
August 26, 2014
Page 2 of 12

1.03.1 Nuisance. No activity within the Park allowed/sponsored/supported by DISTRICT, whether supervised by DISTRICT or not, may be or become a nuisance to other Park users, neighboring property owners or SAMLARC.

1.03.2 Vehicles. No vehicle access on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.3 Animals. No right or permission to bring an animal or animals of any kind or type, on, upon, over or into the Park is granted to DISTRICT by this License.

1.03.4 Construction. No right or permission to construct, install, or erect any structure, device or other item, regardless of size, use or function, whether temporary or permanent on, upon, over or in the Park is granted to DISTRICT by this License.

1.04 Management. SAMLARC will retain the exclusive right to make management decisions concerning the use of the Park. This management right will include the right to establish, amend, implement and enforce reasonable rules and regulations for the use of the Park by its own members of the planned community, and DISTRICT. This management right includes but is not limited to the right to establish the level of maintenance of the Park.

1.05 SAMLARC License to Use District Dumpster. DISTRICT hereby grants to SAMLARC a non-exclusive license to use the District dumpster for the purpose of providing Sports League access for disposal of trash generated at Park.

2.01 Term. This License shall begin **September 4, 2014** and end on **June 19, 2015**. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this

Tijeras Creek Limited Use License Agreement
August 26, 2014
Page 3 of 12

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, 2014.**

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.

Tijeras Creek Limited Use License Agreement
August 26, 2014
Page 4 of 12

whom it has been prepared. No part(s) of this document may
retrieval system or transmitted in any form or by any means-
ission of Daniel A. Nordberg, Esq.

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

Tijeras Creek Limited Use License Agreement
August 26, 2014
Page 5 of 12

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 **September 4, 2014**. 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 School Dumpster. SAMLARC shall be provided access for use of the school dumpster for purpose of allowing sports leagues to dispose of refuse.

7.05 Indemnification, Release, Waiver, Covenant Not to Sue. Bond Claims arising from the use of the Park:

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the negligence of DISTRICT in the use of the Park pursuant to this License. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of SAMLARC.

SAMLARC hereby expressly agrees to indemnify and hold DISTRICT free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from or as a result of the sole negligence, willful misconduct or gross negligence of SAMLARC in connection with the management, operation and maintenance of the Park. This indemnity will not extend to claims arising from the sole negligence or sole willful misconduct or gross negligence of DISTRICT.

DISTRICT hereby agrees to indemnify and hold SAMLARC and its managing agent, their agents, employees, directors, officers, and volunteers free and harmless from all liability from whatever source for any and all injuries, damages, suits, actions, claims, liens, losses and/or demands arising from acts and omissions of DISTRICT, its contractors, agents, employees, directors, officers and volunteers and/or conditions of DISTRICT property.

These indemnity provisions shall extend to claims occurring after this License is terminated as well as while it is in force. DISTRICT and SAMLARC agree that if any action is brought by one against the other to enforce the terms of this License, then the prevailing party in such action shall be entitled to recover from the other party thereto all reasonable attorney's fees and costs of such suit, as determined and ordered by the court.

All other claims:

SAMLARC as used in the provisions relating to indemnity, release, waiver and Covenant Not to Sue shall mean and refer to SAMLARC, its agents, representatives, contractors, advisors, insurers, servants, attorneys, managing agent (which at the time of this agreement is 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.”

Tijeras Creek Limited Use License Agreement
August 26, 2014
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This general and specific waiver and release waives all claims that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) operations, contracts, and functions.

Covenant Not to Sue:

The DISTRICT agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise arising out of the Districts property(including but not limited to DISTRICT'S ownership, control or possession), operations, contracts, and functions.

The DISTRICT also agrees and covenants never to sue or otherwise seek any dispute resolution process against SAMLARC for any claims, damages, actions, remedies, rights, privileges or expectations, or for any indemnity, contribution, apportionment, equitable, legal or otherwise that could possibly arise out of SAMLARC's management, repair, maintenance, ownership, possession or control of property (real and personal) and/or SAMLARC's operations, contracts, and functions.

8.01 Supervision. DISTRICT agrees to provide the same standard and level of supervision of the students within the Park as is provided within the School grounds. DISTRICT shall exercise such control as is necessary to avoid damage to the Park, its landscaping and improvements and/or injury to persons using the Park.

8.02 Rest Room Use. The Park rest rooms are to remain locked at all times and are not to be used by DISTRICT.

8.03 (a) (Intentionally Left Blank)

(b) Park Use Closure Due to Inclement Weather. SAMLARC reserves the right to close any SAMLARC field due to inclement weather. During inclement weather, DISTRICT shall be responsible for obtaining, and abiding by, the Open or Closed decision as posted on the SAMLARC "Mud Line". SAMLARC will make the final decision regarding closures, in its sole and absolute discretion.

The Mud Line number is (949) 448-6217. Park conditions will be posted on this line no later than 7:30 a.m. of the applicable Regular School Day, Monday through Friday. Conditions will be posted earlier as the nature of the inclement weather dictates.

9.01 DISTRICT Contact Person. DISTRICT shall provide the name, address and phone number of an individual who will act as the contact person on behalf of DISTRICT. This

contact person must have the authority to act and make decisions on behalf of DISTRICT for all purposes relating to the usage of the Park. The information about the contact person shall be updated as necessary by written notice to SAMLARC. The DISTRICT contact person is: **Clark Hampton, Deputy Superintendent, 33122 Valle Road, San Juan Capistrano, CA 92675-4792, (949) 234-9200.**

9.02 **SAMLARC Contact Person.** SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquires and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: **Candice Fullenkamp, Community Executive Officer, First Service Residential, 22342 Avenida Empresa, Suite 102-A Rancho Santa Margarita, California 92688 Direct: 949-709-0015 candice.fullenkamp@FSResidential.com.**

9.03 **Communication.** In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 **Breach.** In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

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.

Tijeras Creek Limited Use License Agreement
August 26, 2014
Page 11 of 12

The Association:

**RANCHO SANTA MARGARITA
LANDSCAPE AND RECREATION
CORPORATION**

By: _____
Gary Thompson, President

By: _____
Jeff Halbreich, Secretary

Date: _____

Address: 22342-A, Avenida Empresa, Suite 102 – A
Rancho Santa Margarita, CA 92688

Phone: 949/709-0015

Fax: 949/589-6603

Contact Person: Candice Fullenkamp

Email: candice.fullenkamp@FSResidential.com

The District:

Capistrano Unified School District

By: _____
Clark Hampton, Deputy Superintendent,
Business & Support Services

Date: _____

Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792

Phone: 949-234-9449

Contact Person: Debbie Pulido, Executive
Secretary, Business and Support Services
Capistrano Unified School District
949-234-9526

949-493-3728 Fax

Email: dpulido@capousd.org

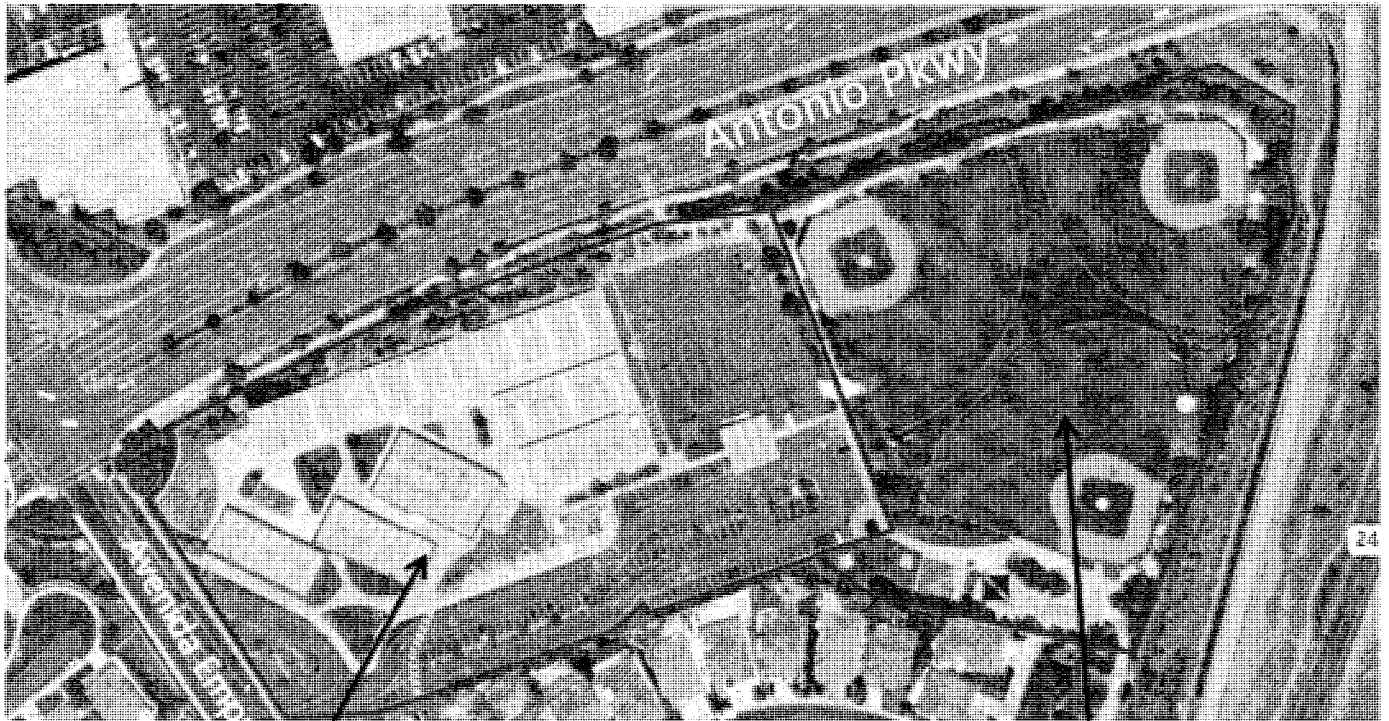
Attach Exhibits A-D

Tijeras Creek Limited Use License Agreement
August 26, 2014
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electronic, mechanical, photocopyi
mission of Daniel A. Nordberg, Esq.

EXHIBIT A

SAMLARC/Tijeras Creek School LULA



Tijeras Creek School

Tract No. 12946
Lot 8 Portion

SAMLARC Property

Tract No. 12946
Lot 8 Portion
Tijeras Creek Park
Approximately 4.43 Acres

EXHIBIT B

TIJERAS CREEK ELEMENTARY SCHOOL ESTIMATED USE OF FIELD 2014-2015

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 2013-14 LULA**

Exhibit C



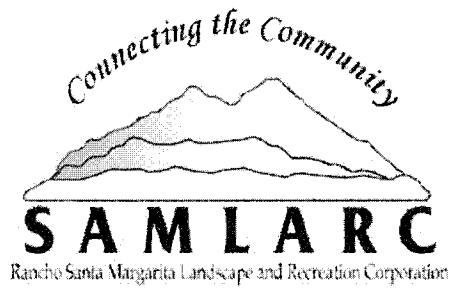


EXHIBIT D

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**

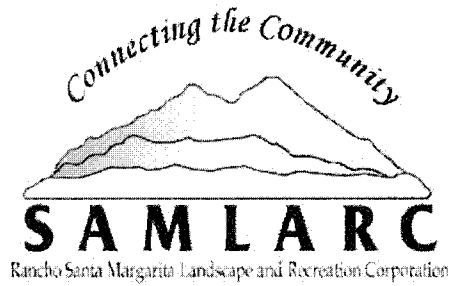


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 8 – Preventive Maintenance – Soccer/Football Practices

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.
2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.
3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.
4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.
5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.

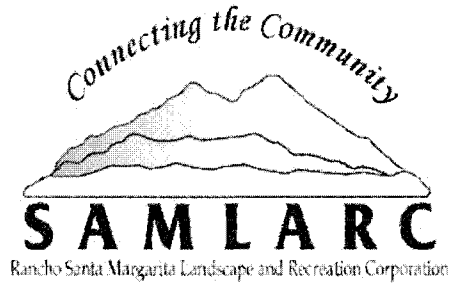


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 9 - Inclement Weather Sports Field Close Down

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in “Mud Line” for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the “message” will be sent to all those affected. Also, the “message” will be posted on the SAMLARC web site.
 - a. The “Mud Line” number is: 949-448-6217
 - b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
 - c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager’s duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the “Mud Line”, “Field Closed” signs will be put on closed field(s). It then becomes the user’s responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
 - a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
 - b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.
 - c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
 - d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:

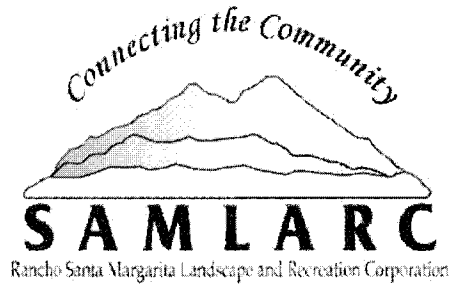


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- (1) Brick dust ball diamonds - (softball or baseball). If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.
 - (2) Grass/Turf field- (soccer or football). If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.
 - (3) Rule of Thumb. If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.
5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.

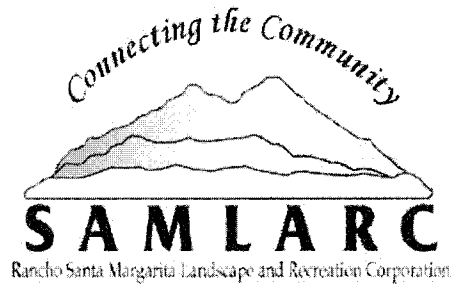


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 16 – One-Time Use of Sports Fields

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to be made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.
13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.

LIMITED USE LICENSE
Capistrano Unified School District
Arroyo Vista School
(July, 2009 Version)

This Limited Use License (the "License") is made this 26th day of **August 26, 2014**, by and between RANCHO SANTA MARGARITA LANDSCAPE AND RECREATION CORPORATION, a California Non-profit Mutual Benefit Corporation, (hereinafter "SAMLARC") and the CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT"). As used herein, DISTRICT shall include the School District, its Governing Board, employees (both full and part time), volunteers, students and/or invitees.

RECITALS

A. SAMLARC is the owner of certain real property located in the County of Orange, State of California, described as: **Arroyo Vista** Lot 4, Tract No. 13084, as per map filed in Book 618, Pages 43-48, inclusive of Miscellaneous Maps, located in the Official Records of the County of Orange (hereinafter the "Park") and more commonly known as Arroyo Vista Park (See Exhibit "A").

B. The Park is located within a planned community known as Rancho Santa Margarita and is maintained by SAMLARC. Members of the planned community pay monthly assessments to SAMLARC which are used in part for the upkeep, repair, improvements and maintenance of the Park.

C. The members and property of SAMLARC (including the Park) are subject to the Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded on April 24, 1986, as Instrument No. 86-162928 in the office of the Orange County Recorder (hereinafter "Declaration"). The Declaration provides that SAMLARC has the authority and the duty to maintain and manage the Park.

D. DISTRICT which defines "Elementary School" as Kindergarten through Fifth Grade, owns and operates an Elementary School, known as Arroyo Vista Elementary School ("School") adjacent to the Park. DISTRICT is desirous of utilizing the Park for limited Elementary School related Activities as set forth on Exhibit "B".

E. SAMLARC is willing to grant DISTRICT the right to use that portion of the Park shown on Exhibit "C" for limited Elementary School (K-5) related Activities, in accordance with the terms of this License.

Arroyo Vista Limited Use License Agreement
August 26, 2014
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EXHIBIT 29

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THEREFORE, in order to provide limited access and use of the Park for Elementary School related Activities by DISTRICT and to establish the mechanism and procedures for the DISTRICT to pay a fair and reasonable expense associated with its use of the Park,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1.00 Recitals Incorporated. The above RECITALS are an integral part of the License and are incorporated herein by this reference.

1.01 DISTRICT License to Enter and Use the Park. SAMLARC hereby grants to DISTRICT a non-exclusive license to enter upon and use, as limited and described herein the area of the Park shown on Exhibit "C", for the limited activity purposes set forth herein and for no other purpose, subject to DISTRICT's strict compliance with all the terms of this License; provided, that DISTRICT's use of the Park shall not unreasonably interfere with the reasonable use and enjoyment thereof by SAMLARC or any persons claiming the right to use the Park through, by or under SAMLARC. All such use of the Park pursuant to this License shall also be in accord with the Detailed Use Guidelines as shown on Exhibit "D" instituted by SAMLARC.

1.02 Purpose of DISTRICT License Use. It is hereby understood and agreed that DISTRICT shall have the limited right to enter upon and use the Park, for Elementary School related Activities, as shown and described on Exhibit "B", which are compatible and consistent with the improvements located upon those areas of the Park shown on Exhibit "C". Such use shall not include Physical Education classes, team sports practice and/or games, whether intramural or interschool, or any special events beyond those shown on Exhibit "B" without the prior written approval of SAMLARC.

1.03 Limitations on DISTRICT Right to Enter and Use. The limited rights of entry and use granted by this License to DISTRICT are: (a) limited to the specific purposes provided for herein; and (b) non-exclusive to the extent that other persons also have or will acquire non-exclusive rights for the use and enjoyment of the Park; (c) shall occur during the hours of 8:00 a.m. to 2:00 p.m. on Regular School Days only as described in Section 4.01 hereinbelow; and, (d) conditioned upon the obligation of DISTRICT to inspect the area(s) of the Park to be used by the Elementary School, prior to every use, to assure its suitability for such use. For purposes of this License, "Regular School Days" shall mean only those days when classes are held during the normal school year. "Regular School Days" shall not include: Federal and State holidays; in-service days; nor summer, winter or other vacation or break days. SAMLARC, except as otherwise specifically set forth herein, shall continue to exclusively control the management, improvements, maintenance, repair and restoration of the Park, which include the right to temporarily restrict access to the Park by DISTRICT, in the reasonable performance of such activities.

Arroyo Vista Limited Use License Agreement

August 26, 2014

Page 2 of 12

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 4, 2014** and end on **June 19, 2015**. SAMLARC covenants and agrees not to sooner terminate the license granted hereby prior to the ending date specified herein provided DISTRICT has complied and continues to comply with all of the terms of this License, and is not in default under any of the terms and conditions hereof.

3.01 (Intentionally Left Blank)

3.02 Sharing of Expenses. DISTRICT hereby promises, covenants, agrees and commits to pay to SAMLARC the following expenses as a portion of the consideration for the grant of this license:

(a) A proportion of the annual costs and expense of operation and maintenance of the Park. This proportion of the cost will represent a share of the normal and regular operation, maintenance and repair expenses incurred by SAMLARC relative to the Park. These expenses specifically include the cost of operation and maintenance and repair of the DISTRICT use area shown on Exhibit "C" which are part of the license granted to DISTRICT. During the term of this License the amount of these normal costs and expenses payable by DISTRICT is agreed to be **\$5,000**.

(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

Arroyo Vista Limited Use License Agreement

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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, 2014.**

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

Arroyo Vista Limited Use License Agreement

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Client for whom it has been prepared. No part(s) of this document may be reproduced, modified, republished, revised, downloaded, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the written permission of Daniel A. Nordberg, Esq.

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

Arroyo Vista Limited Use License Agreement

August 26, 2014

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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 **September 4, 2014**. 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

Arroyo Vista Limited Use License Agreement

August 26, 2014

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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

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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.

Arroyo Vista Limited Use License Agreement

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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:

Arroyo Vista Limited Use License Agreement

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Clark Hampton, Deputy Superintendent, 33122 Valle Road, San Juan Capistrano, CA 92675-4792, (949) 234-9200.

9.02 **SAMLARC Contact Person.** SAMLARC shall provide the name, address and phone number of a person for DISTRICT to contact in order to make inquires and provide information and assurances. The information about the contact person shall be updated as necessary by written notice to DISTRICT. The initial SAMLARC contact person is: **Candice Fullenkamp, Community Executive Officer, First Service Residential, 22342 Avenida Empresa, Suite 102-A Rancho Santa Margarita, California 92688 Direct: 949-709-0015 candice.fullenkamp@FSResidential.com.**

9.03 **Communication.** In recognition of the need to resolve problems quickly and because of the proximity of the Park, the School and the homes of the SAMLARC members, DISTRICT and SAMLARC agree to promptly respond to all communications (whether written, or oral, by mail or electronic) within twenty (20) calendar days of sending by the other party. Should follow-up (whether written or oral) communication be required, such follow-up will be completed within thirty (30) calendar days of the other parties' prior communication. Both party's to this License agree to use their best efforts to resolve any problems which arise (whether related to this License or otherwise) as quickly as possible. Failure by either party to promptly communicate with one another shall be a breach of this License.

10.01 **Breach.** In addition to causes or reasons described hereinabove, the following shall be deemed a breach of the within License.

(a) The failure to pay any sum levied by SAMLARC within thirty (30) days of its due date;

(b) The late payment of any two billings within any twelve (12) month period. This Section is intended to include levied annual costs, expenses, late charges, and/or unpaid interest that may be late from a prior and/or subsequent License period as well as any of those which may be levied during the terms of this License.

(c) The failure by SAMLARC or DISTRICT to fulfill any non-monetary obligation and/or promise made and/or undertaken hereunder where such failure continues more than thirty (30) days after written notice thereof is given.

(d) The failure of SAMLARC to provide priority use of that portion of the Park covered by this License.

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.

Arroyo Vista Limited Use License Agreement

August 26, 2014

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11.02 Waiver of Rights and Obligations. No waiver of any right or obligation provided or required under this License, may be effective unless executed in writing by the party relinquishing the right or excusing the obligation. Any such waiver of a right or obligation under this License shall be limited to the specific right or obligation set out in the written waiver and shall not be considered to have waived any other section or sections of this License that are not specifically set forth in the written waiver.

11.03 Applicable Laws. This License shall be interpreted, construed, enforced and governed by the laws of the State of California.

11.04 Recording Not Permitted. Neither party to this License may record either this document or a purported summary of this document without the express written consent of the other.

11.05 Entire Agreement. The written expression of this License contains the entire understanding of the parties hereto with respect to this License. No statements, promises or understandings of any kind not contained herein were made to or by either of the parties thereto unless expressly set forth within this License. All exhibits which are referenced herein (Exhibits "A" through "D") are hereby incorporated into this License as though fully set forth herein.

11.06 Modification. No supplement, modification or amendment to this License may be made unless contained within a written expression of such modification, supplement or amendment signed by both of the parties to this License.

11.07 Attorney's Fees. Should it be necessary to file an action at law or in equity to interpret and/or enforce the provisions of this License, the prevailing party shall be entitled to reasonable attorney's fees together with the costs of the suit, if so ordered by the Court.

11.08 Representation of Authority. Each party hereto warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this License by and on behalf of each of the parties hereto has been fully and faithfully taken so as to authorize and bind each of the respective parties to this License.

11.09 Mediation Prior to Litigation. Each party to this License agrees that prior to any litigation brought to enforce any term of this License, the Parties will first make a reasonable attempt to mediate the dispute through non-binding mediation.

Arroyo Vista Limited Use License Agreement

August 26, 2014

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The Association:

The District:

**RANCHO SANTA MARGARITA
LANDSCAPE AND RECREATION
CORPORATION**

Capistrano Unified School District

By: _____
Gary Thompson, President

By: _____
Clark Hampton, Deputy Superintendent,
Business & Support Services

By: _____
Jeff Halbreich, Secretary

Date: _____

Date: _____

Address: 22342-A, Avenida Empresa, Suite 102 – A
Rancho Santa Margarita, CA 92688
Phone: 949/709-0015
Fax: 949/589-6603
Contact Person: Candice Fullenkamp
Email: candice.fullenkamp@FSResidential.com

Address: 33122 Valle Road
San Juan Capistrano, CA 92675-4792
Phone: 949-234-9449
Contact Person: Debbie Pulido, Executive
Secretary, Business and Support Services
Capistrano Unified School District
949-234-9526
949-493-3728 Fax
Email: dpulido@capousd.org

Exhibits A-D follows this page

G:\SAMLARC\04 Contracts\Templates\2009 Templates\July 2009 Updated Templates\12\12 District LULAs 090714.doc

Arroyo Vista Limited Use License Agreement
August 26, 2014
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EXHIBIT A
SAMLARC/Arroyo Vista School LULA

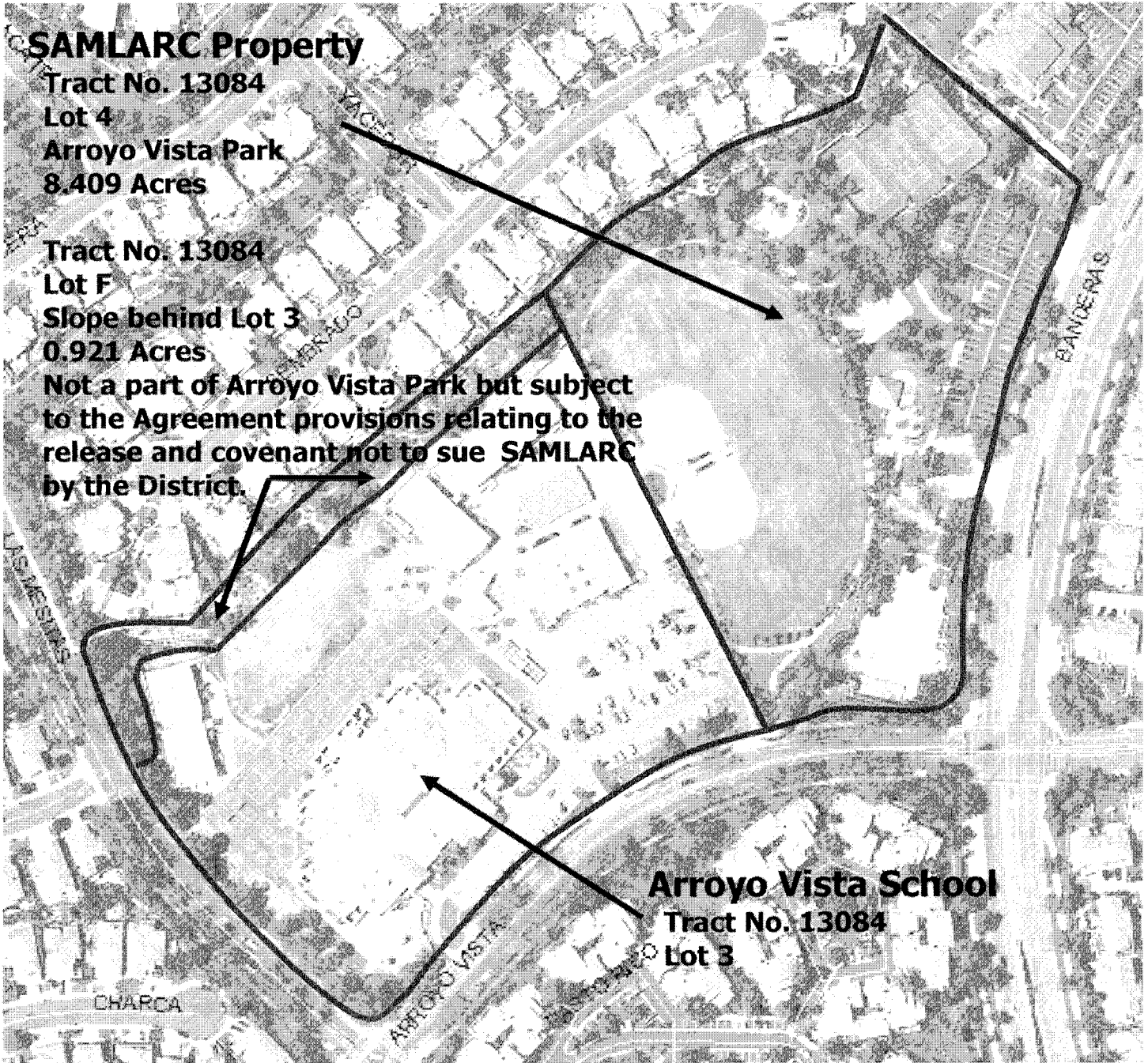


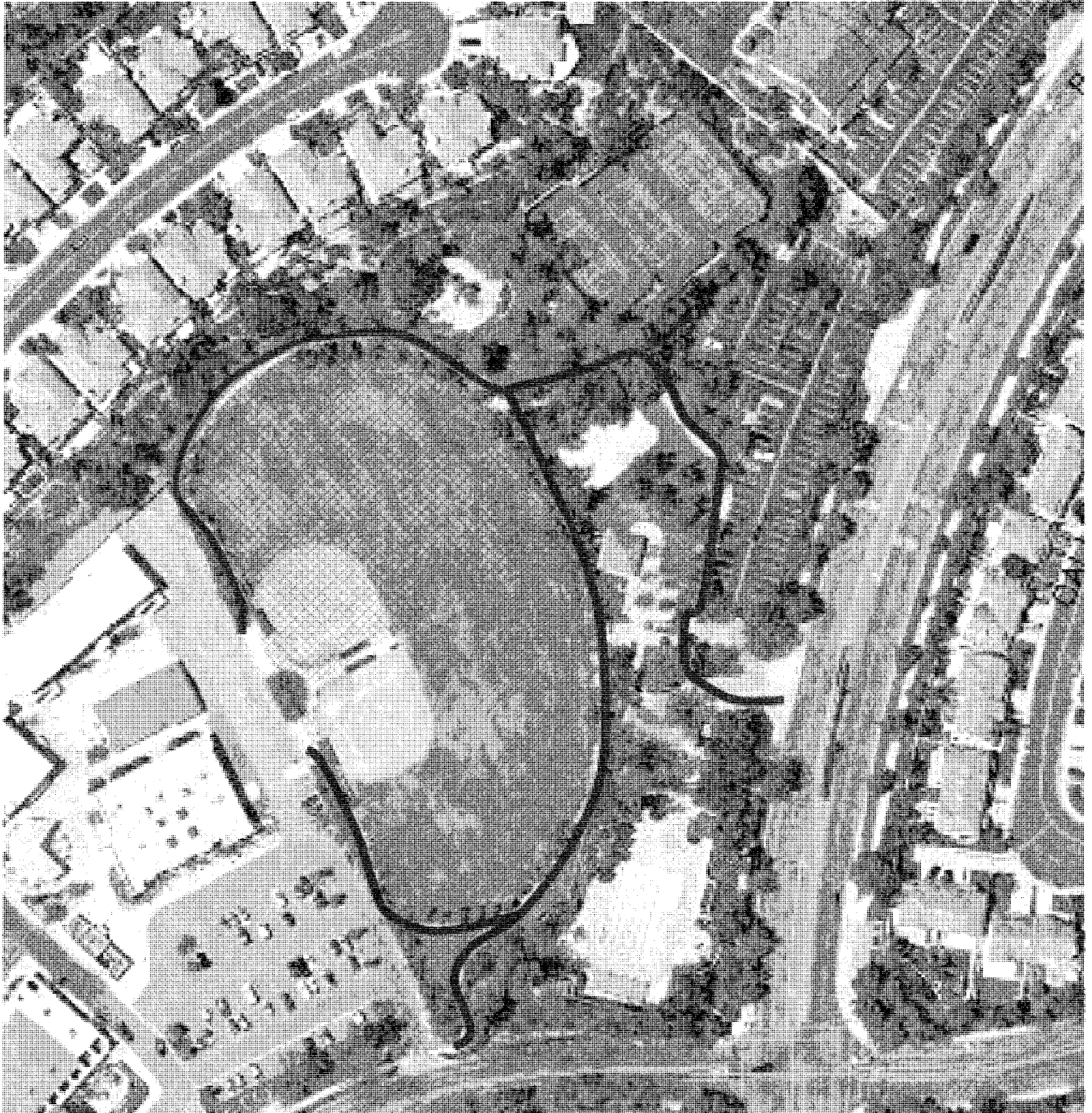
EXHIBIT B


ARROYO VISTA ELEMENTARY SCHOOL ESTIMATED USE OF PARK 2014-2015

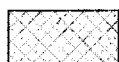
Grade	Number of Students (Approximate)	Activities	Time Frame
Kindergarten	100	Teddy Bear Picnic (one time in spring)	90 Minutes a.m. 90 Minutes p.m.
Grade 1	100	Bug Hunt (twice in September) Kickball (2days per week – one month in spring) End of Year Party (June)	2.5 Hours
Grade 2	120	One Activity (spring)	2.5 Hours
Grade 3	100	Kickball (twice a month or less)	30 Minutes
Grade 4	125	Kickball (once a week, one ball field) Gold Rush Days (spring) Junior Olympics (spring activity with fifth grade)	60 Minutes 1 School Day 4 School Days
Grade 5	135	Daily Activities – run around perimeter Softball/Kickball/Field Activities- (two days per week, one ball field) Colonial Day (one time activity in February or April) Junior Olympics – (spring activity with fourth grade) Softball: Staff vs. 5 th Grade – June (one time activity) Softball Practice for above game (one month prior, three times a week approximately 20 students) Year-end 5 th Grade Celebration (one day)	2 School Days 4 School Days

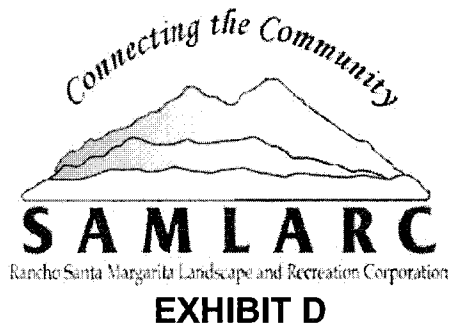
EXHIBIT C

SAMLARC/Arroyo Vista School LULA



 School Fitness Route

 School Use Area



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**



Detailed Use Guidelines – Sports Fields

No. 8 – Preventive Maintenance – Soccer/Football Practices

This section describes the permit holder's obligation and responsibility for practicing preventative maintenance at all practice sessions held on SAMLARC soccer or football Park Sports Fields.

1. The permanent game goals must not be used during practices in order to prevent goal mount turf destruction.
2. Alternate goal systems must be employed in other non-game goal-mount areas. Alternate systems include cones, portable goals, etc.
3. Set drills must be practiced both in different, alternating areas and, purposely away from visibly "worn" turf areas.
4. No vehicles or other heavy equipment of any type is allowed on park turf surfaces.
5. The Use Guideline No. 9 - Inclement Weather Park Shut Down must be adhered to for inclement weather conditions.

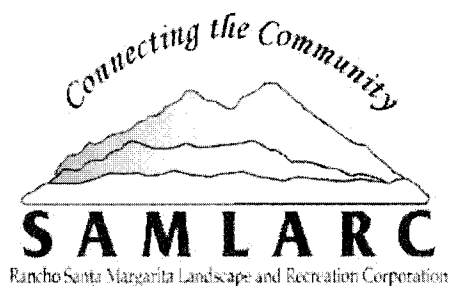


EXHIBIT D

Detailed Use Guidelines – Sports Fields

No. 9 - Inclement Weather Sports Field Close Down

SAMLARC reserves the right to close any SAMLARC Park Area and/or Park Sports Field due to inclement weather. The SAMLARC Parks Use Manager will make the final decision regarding closures, in his/or hers sole and absolute discretion.

The following Sports Field closure policy and criteria will be used, and must be followed by any and all organizations using SAMLARC Parks and Parks Sports Fields. The purpose of this policy and criteria is to encourage each organization and its members to develop a sense of responsibility towards protecting the Sports Fields.

1. SAMLARC has established a phone call-in “Mud Line” for posting information regarding Sports Field playability. Field closure status should not be obtained from any other source. However, the “message” will be sent to all those affected. Also, the “message” will be posted on the SAMLARC web site.
 - a. The “Mud Line” number is: 949-448-6217
 - b. Field conditions will be posted no later than 1PM of each day, Monday through Friday.
 - c. Weekend conditions will be posted no later than 5pm on Friday.
2. It will be the Parks Use Manager’s duty to inspect Sports Field during, after, or pending inclement weather.
3. If it is determined that Sports Field(s) should be closed and is so posted on the “Mud Line”, “Field Closed” signs will be put on closed field(s). It then becomes the user’s responsibility to obtain, disseminate, and assure compliance with, the Mud Line-posted playability instructions.
4. Field closures decisions shall be based on the following:
 - a. No practices or games may take place while rain is in progress. Use can be resumed at the discretion of the on-site official in charge.
 - b. There is no automatic hours-of-rain shut down. Each day, each park, each field will be considered separately in the sole and exclusive discretion of the SAMLARC Park Use Manager with inputs from the Landscape Contractor.
 - c. Park Sports Fields may be closed for multiple days as deemed necessary by current inclement weather conditions.
 - d. Closure of specific Sports Field types shall be determined using (principally but not exclusively) the following criteria:

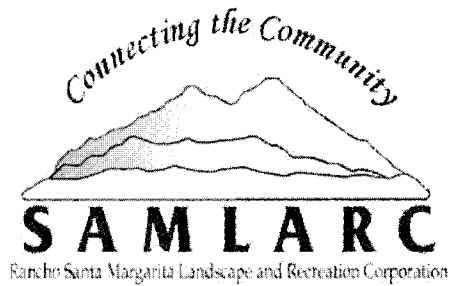


EXHIBIT D

Detailed Use Guidelines – Sports Fields

- (1) Brick dust ball diamonds - (softball or baseball). If the brick dust is muddy and/or slippery, preventing sure-footed running or proper consistent ball bounce, then the diamond will be closed for play. The determining factor: Infield play integrity and safety.
 - (2) Grass/Turf field- (soccer or football). If the water has collected on established grass, or if bare ground is muddy and slippery, or if partially established grass is soft due to rains - the grass field will be closed for play. The determining factor: Destruction of turf, and safe play integrity.
 - (3) Rule of Thumb. If a brick dust ball diamond is not playable due to the criteria listed above, the outfield grass of that diamond (used for soccer or football) is not playable.
5. The above policy and criteria does not preclude any user organization from stopping use on their own during inclement weather conditions. If the weather conditions do not warrant a "Field Closed" decision prior to the "mud Line" posting times (1:00pm weekdays, 5:00pm Fridays), the user organization has the ability and responsibility to subsequently make decisions based on the criteria above. Failure to do so may result in loss of permit use authorization. The mudline message will reflect this requirement.

This especially applies to weekend use where posting is done Friday evenings. User organizations are encouraged to develop their own weekend game-day rainout procedures for closing fields.



Detailed Use Guidelines – Sports Fields

No. 16 – One-Time Use of Sports Fields

This Guideline provides the specific instructions to follow for Priority IV groups when using SAMLARC Sports Field facilities. These include baseball, softball, and soccer fields; and, basketball and volleyball courts. All Detailed Use Guidelines are ancillary to the general SAMLARC Policies and Guidelines, Section V.A., I., and J.

1. Use of a snack bar or amplified sound is not permitted.
2. No additional equipment, modifications, prepping, signage, banner postings, dugout covers, bleachers, platforms, etc., are to be made, kept, displayed, or brought on, to the park Sports Fields or courts. The permitted area must be used as is.
3. The permittee is responsible for insuring that all sports equipment used during the use of this permit is used as instructed by the equipment manufacturer.
4. No cars or trucks are allowed on the park.
5. Hitting baseballs or softballs against any backstop or side fencing is not allowed.
6. If night lighting is permitted, SAMLARC shall be solely responsible for setting of lights ON and OFF.
7. It is the responsibility of permittee to call "Mud Line" (949-448-6217) to determine if fields are open for use during inclement weather conditions. Permittee must abide by the decision posted.
8. Any in-use malfunctions (lights, circuit breakers, and sprinklers) must be reported to SAMLARC immediately and handled as determined by SAMLARC personnel. Permittee shall not attempt to correct the malfunction.
9. Any Sports Field irregularities such as loose bases, exposed plate edges, etc., should be reported to the SAMLARC Park Use Manager immediately
10. Any unusual problem that requires immediate notification of police or fire department is responsibility of permittee. The SAMLARC Parks Use Manager should be notified within 24 hours.
12. At the conclusion of use, the area used must be cleaned up. The criterion is that the park must look as though no one had been there.
13. All trash must be deposited in the trash receptacles located throughout the park site.
14. If receptacles are full, trash is to be put in tightly secured trash bags to be supplied by the permittee and placed next to any trash receptacle for pickup.



Quote & Agreement

ZONAR HARDWARE PURCHASE AND DATA SERVICES AGREEMENT (INCLUDING EULA)P.O. #
Quotation # 135672

LICENSOR: Zonar Systems, Inc. (Zonar)
A Washington Corporation
18200 Cascade Ave. S., Suite 200
Seattle, WA 98188
Telephone: 206.878.2459
Fax: 206.878.3082
Website: www.zonarsystems.com

SUBSCRIBER:

Company Name: Capistrano Unified School District
Telephone: 949-489-7112 Fax:
Email: ckillingback@capousd.org
Address: 2 Liberty #B, Aliso Viejo, CA 92656-3829
Customer Type: Pupil Transportation

CSA - EVIR Data Retention -

Rolling Period: 3 Months Annual

GTC - GPS & Other Data Retention -

Rolling Period: 6 Months Annual

This Zonar Hardware Purchase and Data Services Agreement ("Services Agreement") is effective as of 7/24, 2014 ("Effective Date") and entered into between Capistrano Unified School District ("Customer"), and Zonar Systems, Inc., a Washington Corporation ("Zonar"). The parties agree that the following terms and conditions shall apply to Customer's purchase of equipment and services from Zonar, whether purchased directly from Zonar or from a Zonar authorized reseller, and Customer's access to and use of Zonar's data and software offerings.

1. DEFINITIONS: The following capitalized terms shall have the meanings ascribed to them below:

- "Agreement" means this Services Agreement (including any Quotes submitted by Customer and accepted by Zonar under this Services Agreement) and the Terms of Use, which together form a single agreement.
- "Data" means any and all files, information, data or other content generated by Customer that is collected and stored in Zonar's systems in connection with its delivery of the Services. Data does not include information that Zonar collects for relationship management purposes, such as contact, billing, customer relationship management, service delivery, performance measuring, and compliance monitoring or Aggregated User Data (defined below in Section 15).
- "Hardware" means any equipment provided by Zonar or its agents to Customer under this Services Agreement.
- "Order" means the submission by Customer to Zonar of a written order for Hardware or Services under this Services Agreement, utilizing Zonar's standard sales order form (each a "Quotation" or "Quote") or any other mutually agreeable form (e.g., a purchase order).
- "Parties" means Zonar and Customer.
- "Party" means either of Zonar or Customer, as applicable.
- "Services" means Zonar Offerings including one or more of automated data collection from enrolled vehicles (such data includes one or more of time card data, inspection data, location data, diagnostic data, idle data, and/or driver behavior data); automated data transmission from enrolled vehicles to a secured hosted data center; monthly storage of collected data; automated exception based analysis of the data; online access to the hosted data; online access to the hosted fleet analytics software; 24/7 customer support; and/or any other services that Zonar makes available to Customer for purchase under this Services Agreement.
- "Software" means any computer software and associated documentation provided by Zonar or its agents to Customer or otherwise made available by Zonar or its agents (e.g., the GTC web-based portal and associated web-based software applications; i.e., the hosted fleet analytics software) to Customer under this Agreement. Software also includes any software and/or firmware loaded on, included with or otherwise provided for use with Hardware.
- "Terms of Use" means the terms and conditions applicable to use of the Services, a copy of which is attached hereto as Exhibit A.
- "Third Party Offerings" means any third party branded Hardware, Software or Services that Zonar, acting as a reseller, makes available to Customer for purchase, license or use under this Services Agreement (such Offerings often relate to applications for Zonar's 2020 Tablet).
- "Third Party Terms" means the additional and/or different terms and conditions (e.g., software license agreements and/or terms of service) applicable to Customer's use of the Third Party Offerings, which shall be provided to Customer if Customer desires to utilize such Third Party Offerings. Current offerings and terms are noted in Exhibit B, although new offerings may be added from time to time.
- "Zonar Offerings" means the Zonar-branded Hardware, Software and Services that Zonar makes available to Customer for purchase, license or use under this Services Agreement.

2. HARDWARE. Title to Hardware purchased under this Services Agreement will be transferred to Customer in the manner described below. All Hardware to be delivered by Zonar or its agents to Customer under this Agreement shall be shipped *ex works* (as such term is described in Incoterms 2010 published by the International Chamber of Commerce) from Zonar's chief offices in Seattle, Washington, or any other plant or warehouse designated by Zonar, via a common carrier acceptable to Zonar, to Customer's principal place of business, or any other location designated by Customer and approved by Zonar. Hardware may be used only with the Services, in accordance with published specifications applicable to such Hardware and all applicable laws. Unless Customer has purchased Hardware installation Services from Zonar or its agents under an Order, Customer shall be solely responsible for the proper installation of all such Hardware. Unless specifically noted otherwise in a quotation, GPS units are subject to a \$25 activation fee (which also applies to any reactivation after a unit has been turned off).

3. SERVICES. Subject to Customer's timely payment of all applicable fees and expenses and compliance with all material terms of this Agreement, Zonar and/or its agents shall provide the Services to Customer during the subscription period specified in each Order ("Services Term"). If no Services Term is specified in an Order then the following shall apply: **The Services Term shall be for an initial period of three (3) years (the "Initial Services Term"),** which, unless otherwise specified on the applicable Order shall begin on the date that Zonar ships the

Hardware associated with such Order to Customer. The Services Term shall automatically renew upon expiration for additional one-year periods, subject to payment by Customer of the then-current subscription fees, unless either Party provides the other Party with written notice of its intent not to renew such Services Term at least thirty (30) days prior to the expiration of the then current Services Term. Customer may terminate any Services Term for convenience prior to its expiration, but such termination will not relieve Customer of its obligation to pay all Services fees specified in the applicable Order (including any time period falling after the date of termination), and shall not entitle Customer to any refund of prepaid Services Fees. As of the Effective Date, the following services are included with each GTC Service subscription: Service activation, 24/7 access to the GTC web-based portal and associated web-based Software applications, email & phone support, Software upgrades made generally available to Service Customers, daily account monitoring, and all associated wireless data charges. Customer acknowledges that it has read and shall comply with the Terms of Use at all times when accessing and using the Services. Customer acknowledges that Zonar in its sole discretion may update and change the features and functionality of the Services from time to time, with or without notice. Upon renewal of any Services Term the fees and charges payable by Customer, including any subscription fees applicable to the Services ("Services Fees") are subject to change upon 30 days' written notice by Zonar.

4. SOFTWARE AND SERVICE ACCESS LICENSES. All Software is licensed, not sold. Subject to Customer's timely payment of all applicable fees and expenses and compliance with all material terms of this Agreement and, if applicable, any Third Party Terms, Zonar grants to Customer during the Services Term a limited, non-transferable license, without rights to sublicense, to access and use the Software solely in connection with Customer's use of the Services and solely for Customer's internal business purposes. All rights not expressly granted to Customer under this Agreement are reserved by Zonar or its suppliers. Note that additional and/or different terms and conditions may apply to Third Party Offerings, which shall be presented to Customer either prior to or at the time of delivery of such Third Party Offerings. To the extent such Software or any services are part of a Third Party Offering, Customer acknowledges that it has reviewed and agreed to all applicable Third Party Terms prior to use of the Software or services.

5. AGREEMENT TERM AND TERMINATION. This Agreement shall begin on the Effective Date and shall remain in effect throughout the Services Term. Following the expiration or termination of the Services Term, and provided that no Software, Hardware or Services remain to be provided under an Order, either party may terminate this Agreement upon 30 days' prior written notice to the other party. If Customer fails to make any payment when due or otherwise violates any material term or condition of this Agreement, Customer may be declared in default by Zonar upon written notice and failure to cure for 15 days following delivery of such notice. Upon declaration of default, all amounts due under this Services Agreement during the entire Services Term shall accelerate and become immediately due and payable, including, without limitation, the cost to repair or replace damaged Hardware (if such Hardware was not purchased outright), interest, and costs/expenses of collection. Zonar shall also have the right to terminate this Agreement and seek any other remedy permitted under law. Upon termination of the Services Term, Customer shall immediately cease use of the Software, Services, Data (unless Customer has purchased continuing Data retention Services) and any Zonar Confidential Information. The following Sections of this Agreement shall survive its termination, howsoever occurring: Services Agreement §4-6, 8, 10-16; Terms of Service §3-5, as well as any section that logically or by its nature should survive termination.

6. ORDER PROCESS AND PAYMENT TERMS. Customer shall initiate Orders by referencing a Zonar offered Quotation to Zonar or one of its authorized resellers. All Quotations so submitted by Customer shall be subject to acceptance by Zonar at its corporate offices in Seattle, WA, USA and shall not be binding on Zonar until the earlier of written confirmation or shipment by Zonar and, in the case of acceptance by shipment, only as to the portion of the Order actually shipped. Customer may not revoke Orders once accepted by Zonar. Customer shall pay (in U.S. dollars) all invoices issued under this Agreement by wire transfer to Zonar's designated bank, by check, or by any other method acceptable to Zonar within 30 days from the date of Zonar's invoice. All fees and charges payable by Customer under this Agreement are exclusive of taxes and are not subject to set off or reduction. Zonar shall not be responsible for payment of any taxes accruing as a result of the activities occurring under this Agreement, other than taxes applicable to Zonar's gross income. Unless otherwise specified in the initial Order submitted hereunder, all Services Fees specified in such Order are due on the Effective Date, and all other fees and charges are due as provided in the Quotation applicable to the Order. Services Fees applicable to any renewal of a Services Term shall be due and payable in advance on the date of such renewal. Any amounts not paid by Customer when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, and Customer shall be responsible for all costs and expenses, including attorney's fees, incurred by Zonar in connection with the collection of any delinquent amounts. Zonar shall be entitled to withhold performance and suspend the Services until all amounts due are paid in full.

7. CONTROLLING TERMS. All Zonar Offerings licensed or purchased by Customer from Zonar during the term of this Agreement shall be subject to the terms and conditions of this Agreement. Customer acknowledges that additional and/or different terms and conditions may apply to Third Party Offerings, which shall be presented to Customer either prior to or at the time of delivery of such Third Party Offerings. Additional terms also apply to end users of the Zonar Z Pass+™ ("Z Pass+") service, as set forth in applicable portions of the Terms of Use ("Z Pass+ Terms"; accessible at <https://www.ZPassplus.com/>), and to the extent that Customer provides any Data associated with Z Pass and/or Z Pass+ to its end users (such as parents) via any mechanism other than the online portal(s) provided by Zonar in connection with its delivery of the Services, Customer shall ensure that such end users have read and accepted the Z Pass+ terms prior to providing such Data. The terms of this Services Agreement related to Order submission, delivery, pricing, payment or taxes shall not apply to any orders for Zonar Offerings that are placed by Customer with a Zonar authorized reseller. Customer shall establish such terms independently with the authorized reseller. Any terms or conditions appearing on the face or reverse side of any Customer purchase order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the Parties, even if signed and returned, unless both Parties agree in a separate writing to be bound by such different or additional terms and conditions. Zonar may modify the Terms of Use on 30 days' written notice to Customer or automatically, with or without notice to Customer, upon renewal of a Services Term.

8. CONFIDENTIALITY. Each Party shall retain in confidence all information transmitted to it by the other Party pursuant to or in connection with this Agreement that the disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"), and will make no use of such Confidential Information except under the terms and during the term of this Agreement. Information disclosed by either Party, in any form, regarding that Party's products, pre-release products, Hardware, Software, Services, marketing and business plans and financial information, and any passwords provided by the Party to the other, shall be that Party's Confidential Information. The Parties shall treat the terms and conditions of this Agreement as confidential; however, either Party may disclose such information as follows: (a) in confidence to its immediate legal and financial consultants as required in the ordinary course of that Party's business and (b) pursuant to any applicable law, regulation or court order requiring a

Party to disclose such information; provided however, that the receiving Party shall promptly notify the disclosing Party in writing prior to making any such disclosure, in order to facilitate the disclosing Party's efforts to protect its Confidential Information. The receiving Party's obligations under this Section shall extend for five (5) years following the disclosure of the Confidential Information, irrespective of the termination of this Agreement. Confidential Information shall not include information that the receiving Party can establish: (i) has entered the public domain without the receiving Party's breach of any obligation owed to the disclosing Party; (ii) is rightfully received by the receiving party from a third Party without confidentiality restrictions; (iii) is known to the receiving Party without any restriction as to use or disclosure prior to first receipt by the receiving Party from the disclosing Party hereunder; or (iv) is independently developed by the receiving Party.

9. LIMITED WARRANTIES.

9.1 Hardware. Zonar warrants that the serialized Hardware elements of any Zonar Offerings delivered by Zonar or its agents to Customer under this Agreement shall be free from all material defects in workmanship under normal use and service. Zonar's warranty period for such serialized Hardware (V Series GPS units, ZTrak GPS units, EVIR 2010 handheld's, 2020 Tablets, Z Pass readers) is as follows: V3 Series GPS Product Line – 5 Years (V3 only; V3R (ruggedized version), V3i (EU/international version), V2J, and earlier Zonar GPS products have 1 year warranties); EVIR and all other Serialized Hardware – 1 Year. The warranty period runs from the date of shipment, and any replacement hardware provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original equipment. Provided that such Hardware is used and handled as intended and in accordance with this Agreement, and that Customer provides Zonar with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, Zonar will replace any failed or functionally impaired Hardware with equivalent Hardware in terms of performance and functionality. This warranty does not apply to any Hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by Customer or its agents. Hardware installations must follow Zonar's equipment-specific installation guidelines to qualify for the foregoing warranty. If Hardware is determined by Zonar to be damaged due to any of the aforementioned causes, Customer will be charged the price of a refurbished unit plus shipping and handling. Return of any Hardware requires a Return Material Authorization ("RMA") number. All RMA's must be pre-authorized by Zonar Customer Care at E-mail: Customercare@zonarsystems.com. Phone: 1 877 THE EVIR. Ancillary hardware such as mounts, brackets, and cables is excluded from the above warranty.

9.2 Software. Zonar warrants that the Software elements of any Zonar Offerings delivered by Zonar or its agents to Customer under this Agreement shall perform in all material respects in accordance with published technical specifications for a period of 90 days from the date of shipment or if web-based, the date such Software was first made available to Customer. Provided that such Software is installed in accordance with Zonar's instructions and used in an unmodified form, in accordance with applicable specifications and the terms of this Agreement, as Customer's sole and exclusive remedy, Zonar will either repair the non-conforming Software or replace or re-present any nonconforming Software with conforming Software.

9.3 Services. Zonar warrants that the Services elements of any Zonar Offerings will be performed in a good, workmanlike manner and, for a period of 30 days from the date of delivery, such Services will conform in all material respects to applicable technical specifications. As Customer's sole and exclusive remedy for any failure of the Services to meet the foregoing limited remedy, Zonar will promptly re-perform such Services.

10. DATA STORAGE. Customer understands that unless Customer purchases additional data retention services, Zonar will have the right to purge all data submitted by Customer as follows: (a) Subject to purge after 3 months, 6 months, or 12 months, as elected by Customer in the check boxes on the upper portion of the first page of this Service Agreement. If no boxes are checked, Zonar will have the right to purge inspection data after 3 months and GPS data after 6 months. Note that your fleet may be subject to regulations that mandate specific data retention requirement for inspection data and/or GPS data, and it is your responsibility to understand those requirements, and to export and archive your data if the data retention period offered by Zonar is not sufficient to meet your retention requirements. If you determine that your fleet wants to retain such records for longer periods than offered by Zonar, please work with your Zonar sales rep or authorized reseller to communicate your requirements to Zonar, as different data retention periods may be available (and may require an additional fee). (b) Customer shall be solely responsible for printing data and inspection reports for vehicles involved in an accident. (c) Unless Zonar specifically agrees in writing otherwise, I/O data, ZAlert data, Z Pass card scan data, diagnostic data, fault code data, and message data, can be purged by Zonar according to the retention period selected for GPS data. From time to time, Zonar may offer new types of data services, and such new data services may have different data retention periods, to be defined in a corresponding service specification for that offering. (d) Customer understands and agrees that Zonar is not required to retain records except as provided in this Section 10 or in a separate written agreement. Unless Customer has made other arrangements in writing with Zonar, all data submitted using Zonar's web based applications may be purged as provided above.

11. DISCLAIMERS. THE LIMITED WARRANTIES SET FORTH IN SEC. 9 ABOVE ARE APPLICABLE SOLELY TO THE ZONAR OFFERINGS & ARE MADE PERSONALLY TO CUSTOMER IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. AS BETWEEN ZONAR & CUSTOMER, THE THIRD PARTY OFFERINGS ARE PROVIDED "AS IS". CUSTOMER ACKNOWLEDGES THAT WARRANTIES (IF ANY) WITH RESPECT TO THIRD PARTY OFFERINGS ARE AS REFLECTED IN THE THIRD PARTY TERMS, & IT SHALL LOOK SOLELY TO THE MANUFACTURER, PUBLISHER OR OTHER THIRD-PARTY PROVIDER(S) OF SUCH THIRD PARTY OFFERINGS FOR SUPPORT WITH RESPECT TO ANY PERFORMANCE OR WARRANTY ISSUES, OR OTHER NON-CONFORMANCE WITH THE THIRD PARTY OFFERINGS. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF DATA AND ZONAR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR SUFFICIENCY OF SUCH DATA. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, ZONAR MAKES NO WARRANTY THAT THE HARDWARE, SOFTWARE OR SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR OTHERWISE MEET CUSTOMER'S EXPECTATIONS. ZONAR ALSO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY & FITNESS FOR A PARTICULAR PURPOSE, & ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

12. LIMITATION OF REMEDIES AND DAMAGES. EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS APPLICABLE TO CONFIDENTIAL INFORMATION, CUSTOMER'S DELIBERATE MISUSE OR MISAPPROPRIATION OF ZONAR'S INTELLECTUAL PROPERTY RIGHTS, AND CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, USE OF THE ZONAR OFFERINGS OR THE THIRD PARTY OFFERINGS, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. ZONAR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER UNDER THIS SUBSCRIPTION AGREEMENT IN THE PRIOR TWELVE (12) MONTHS, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER ZONAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. OTHER LIMITATIONS. Zonar's licensors and suppliers shall have no liability of any kind under this Agreement and Customer shall not be a third party beneficiary under agreements between Zonar and its licensors and suppliers. Customer acknowledges that it is solely responsible for its use of Data, controlling its employees', contractor's and other permitted designees access to the Software, Hardware and Services, reviewing inspection reports, and taking appropriate action with respect to vehicles for which inspection reports have been submitted using the Services. Customer acknowledges that the accuracy of Data may be dependent on the accuracy of information provided by vehicle drivers or other individuals using Hardware or Software on Customer's behalf. Customer is solely responsible for instructing such individuals in the proper use of equipment, execution of inspections and delivery of legally acceptable electronic signatures in compliance with US law regarding commercial vehicle inspection and repair records, if applicable. Zonar shall have no liability whatsoever with respect to Data, except in the case of gross negligence or intentional misconduct by Zonar or its employees. Zonar shall have no liability for any nonperformance or delay in performance caused by any event reasonably beyond its control, including, but not limited to labor disputes, natural disasters and other acts of God, and war. The suppliers of the Third Party Offerings shall have the right to enforce the terms of this Agreement, solely to the extent necessary to enforce applicable Third Party Terms.

14. INDEMNIFICATION. Customer shall defend, indemnify and hold Zonar harmless from and against (a) any claim, cause of action, demand, cost, expense (including attorneys' fees), loss suit, proceeding, damage and liability of any kind ("collectively, Claims") asserted or initiated by a third party arising out of or relating to Customer's use of or inability to use the Hardware, Software, Services or Data, and (b) any Claims asserted or initiated by Customer or any third party to the extent arising out of relating to any unauthorized or illegal use of the Software, Hardware, Services or Data by any individual or entity other than Zonar, including, without limitation, the owner, operator, or insurer of any vehicle or equipment for which the Hardware, Software, Services or Data are used, and any by any individual or entity claiming injuries or damages arising from the use of any vehicle or equipment for which the Hardware, Software, Services or Data are used. The preceding language does not apply to any claim that Zonar products or services violate the intellectual; property rights of any third party, so long as such products and services are used as intended and not combined with any technology not provided by Zonar, and where the claim does not arise because of such a combination.

15. INTELLECTUAL PROPERTY: Zonar retains all right, title and interest and all related intellectual property rights in and to the Zonar Offerings and Zonar's Confidential Information, including any corrections, enhancements, updates or other modifications, including custom modifications, thereto, whether made by Zonar, Customer or any third party. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Zonar Offerings or the Third Party Offerings or any part thereof. Under no circumstances shall Customer sell or transfer any purchased Hardware or licensed Software, reconstruct or repair such Hardware or Software, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other intellectual property embodied therein. At all times during and after the termination or expiration of this Agreement, Customer and its employees and agents shall maintain the confidentiality of trade secret information. Customer shall not disclose any such proprietary information concerning Zonar Products (Hardware and Software), including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without the prior written consent of Zonar. Customer agrees that Zonar may collect data regarding Customer's use of the Service and analyze, use and disclose such data in an aggregated format ("Aggregated User Data") for Zonar's business purposes; provided such Aggregated User Data is not personally identifiable or Customer identifiable.

16. MISCELLANEOUS: This Agreement (including the Terms of Use and Quotes) constitutes the entire agreement between Zonar and Customer with respect to the subject matter hereof, and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the Parties with respect thereto. The failure of either Party to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of this Agreement or of any subsequent breach of the same and no waiver of any provision of this Agreement will be effective unless made in writing. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Except with respect to Zonar's right to modify the Terms of Use, this Agreement may not be modified or amended except by a written instrument executed by both Parties. The Parties are independent contractors. Customer may not assign this Agreement in whole in part without Zonar's prior written consent. This Agreement shall be interpreted under the laws of the State of Washington, and, in the event of any controversy or claim arising out of or relating to this Agreement or the breach or interpretation thereof, the Parties shall submit to the exclusive jurisdiction of and venue in the Superior Court of King County, Washington, or the Federal District Court for the Western District of Washington, and their respective appellate courts. Facsimile or scanned signatures will be deemed originals.

READ AND AGREED

Zonar Version 12Jan2014

CUSTOMER

Signature: _____ Print Name: _____ Title: _____ Date: _____

ZONAR

Signature: _____ Print Name: _____ Title: _____ Date: _____

EXHIBIT A: ZONAR TERMS OF USE

1. **CUSTOMER OBLIGATIONS.** (a) Computer related obligations: (i) Internet access to Zonar's web based applications through an Internet service provider; (ii) hardware and software to enable such connection, and (iii) any permissions or authorizations required for such connection. (b) Customer is responsible for ensuring that only authorized persons have access to Zonar's web based applications and for the security of Customer's computer system and the connection to Zonar's web based applications, without limitation: (i) ensuring that Customer's password and all other means and methods of access to Zonar's web based applications are kept absolutely confidential and that all Users and Drivers comply with the terms of the ID Agreements; (ii) ensuring that any telephone numbers or any information relating to Zonar's web based applications, the security of Zonar's web based applications, the encryption methods used and all or any other security features are kept absolutely confidential; and (iii) ensuring that the use of the Zonar's web based applications by Customer is under the control and authority of a proper and adequately trained employee. (c) Customer will install, use, maintain and remove the Hardware according to Zonar's specifications, will safeguard the Hardware from loss or damage, and will not permit anyone other than an authorized representative of Zonar to perform any work on the Hardware. Except for ordinary wear and tear covered by the limited warranty, Customer is responsible for all Hardware damaged, destroyed, lost or stolen while in Customer's possession and shall be liable for the cost of repair or replacement of the Hardware and remain responsible for the Service Fee during any such repair or replacement period. (d) If Customer is not the owner of the property upon which Hardware and Software are to be installed, Customer shall obtain the written consent of the owner of the premises and/or property for Zonar personnel and/or its agents to enter the premises for the purposes of installing, maintaining and retrieving the same.
2. **WIRELESS DATA POLICIES.** (a) Customer understands and agrees that Customer has no contractual relationship with a wireless carrier and Customer is not a third-party beneficiary of any agreement between Zonar or a Zonar Agent and a wireless carrier. Customer understands and agrees that the underlying wireless carrier shall have no legal, equitable or other liability of any kind to Customer. (b) Subject to FCC Number portability rules, Customer has no property or other rights in any Number assigned to it and Customer understands that any such Number can be changed from time to time. (c) Customer agrees that Zonar and/or wireless carrier shall not be responsible for interruption of service for any reason or the inability to use the service caused by Force Majeure. (d) Customer understands and agrees that the liability and obligation of Zonar to Customer for services may be controlled and limited by a wireless carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other United States or foreign governmental authorities which from time to time have jurisdiction. (e) In no event shall Zonar and/or wireless carrier be liable for the failure or incompatibility of any equipment utilized by Customer in connection with the Service.
3. **EXPORT LICENSING.** Licensees shall not use or otherwise export or re-export the Software Products or any underlying or information or technology except in full compliance with all United States and other applicable laws and regulations. In particular, but without limiting the generality of the foregoing, none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, or Syria or any other country to which such export or re-export would be contrary to U.S. Department of Commerce Export Administration Regulations or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated nationals or the U.S. Commerce Department's Denied Agreement, Licensee agrees to the foregoing and represents and warrants that Licensee is not located in, under control of, or a national or resident of any above-referenced country or list.
4. **GOVERNMENT USER.** (a) **U.S. GOVERNMENT RIGHTS.** If Licensee is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in DFARS 252.227- 7014(a)(1) (JUN 1995) (DOD commercial computer software definition), DFARS 227.7202-1 (DOD policy on commercial computer software), FAR 52.227-19 (JUN 1987) (commercial software clause for civilian agencies), DFARS 252.227-7015 (NOV 1995) (DOD technical data - commercial items clause); FAR 52.227-14 Alternates I, II, and III (JUN 1987) (civilian agency technical data and noncommercial computer software clause); and/or FAR 12.211 and FAR 12.212 (commercial item acquisitions), as applicable. In case of conflict between any of the FAR and DFARS provisions listed herein and this License, the construction that provides greater limitations on the Government's rights shall control. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed Products are a trade secret and a proprietary commercial product and not subject to disclosure. (b) If Licensee is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, the licensee hereby agrees to protect the Software Products from public disclosure and to consider the software Products exempt from any statute, law regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Software Products. If for any reason, the Licensee is unable to comply with this section, or if a court of competent jurisdiction determines that this clause is void and unenforceable, in whole or in part, for any reason, this License shall be considered terminated and null and void, in its entirety and any and all copies of the Software Products shall be immediately destroyed.
5. **INJUNCTIVE RELIEF.** Customer acknowledges that copying or unauthorized use of the software or other violations of the terms of this agreement would irreparably injure Zonar, which injury could not be adequately compensated for by money damages. Customer agrees that Zonar may seek and obtain injunctive relief for breach or threatened breach of any provision of this agreement, in addition to, and not in limitation of other legal remedies.
6. **ELECTRONIC SIGNATURES FOR ZONAR'S EVIR SYSTEM.** Customer acknowledges that implementing a federally compliant electronic inspection system requires adherence to standards for electronic signatures. It is Customer's responsibility to understand and comply with those requirements. Zonar recommendations for using Zonar's EVIR system can be found in Exhibit C, which if not attached is available upon request.

7. SCHOOL DISTRICT ACKNOWLEDGMENT & PERMISSION FOR STUDENT BUS RIDERSHIP TRACKING (Z PASS SPECIFIC TERMS OF USE FOR SCHOOLS):

The school district identified on the first page of the agreement (the "District") acknowledges and agrees to the following:

- The District is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records ("FERPA").
- The District collects, uses, maintains, and discloses student education records, including school bus usage and location data ("FERPA Data") in accordance with FERPA.
- The District has outsourced certain services/functions with regard to FERPA Data that would otherwise be performed by District personnel to Zonar: collecting and tracking school bus usage and location FERPA Data regarding students and disclosing that FERPA Data to a student's parent or guardian upon request (collectively, the "Function").
- Zonar's privacy policy is consistent with the District's own policies for protection of FERPA Data.

Zonar Systems, Inc. ("Zonar") acknowledges and agrees to the following:

- Zonar is acting as a contractor to the District in performing the Function, either directly, under the terms of a contract between the District and Zonar, or indirectly, through another District contractor such as a school bus contractor.
- Zonar's maintenance, use, and disclosure of FERPA Data which it collects or has access to is performed in accordance with Zonar's Privacy Policy.
- Zonar uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such individuals include that student, that student's parent/guardian, and the District (collectively, "Permitted Recipients")) have access to that student's FERPA Data in Zonar's possession or control.
- Zonar uses reasonable methods to ensure that no third parties, with the limited exception of third parties expressly authorized by a student's parent/guardian (each an "Authorized Third-Party Recipient"), have access to that student's FERPA Data in Zonar's possession or control.

THEREFORE, the District hereby grants Zonar express permission, in accordance with the above, to collect, access, use, and disclose to Permitted Recipients and Authorized Third-Party Recipients, the FERPA Data described above.

EXHIBIT B
Links to Third Party Terms for 2020 Tablet Apps

Navigation App

ALK CoPilot Software

Please note that these terms are controlled solely by ALK, and Zonar has no ability to negotiate these terms. From time to time ALK may change these terms. The most current version of the ALK EULA can be found at: <http://www.copilotfive.com/us/eula.asp>

EXHIBIT C

ID Issuance and Use Procedures for Electronic Signatures in the Zonar Commercial Vehicle Safety Inspection System

1. Introduction

This document outlines policies and practices recommended by Zonar Systems to its Customers, for issuance and use of Zonar ID Cards and UserIDs to electronically sign commercial vehicle inspection and repair records in the Zonar EVIR™ System. Zonar recommends that its Customers consistently follow careful procedures in the issuance and use of ID Cards and UserIDs that create electronic signatures on vehicle inspection records and repair certifications, in order to enhance the accuracy of those records and the accountability of Drivers and Motor Carriers for the records they create.

Under the federal law, an "electronic signature" is "an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record." The Zonar EVIR™ System associates a unique Driver ID number or UserID with each record created or modified in the Zonar EVIR™ System, thereby allowing system users to electronically sign inspection and repair records.

2. The Electronic Signature Process in the Zonar System.

The Zonar EVIR™ System provides a process to accomplish the three signature steps necessary for complete management of vehicle inspection and repair records under the requirements of FMCSA regulations (CFR 396.11 and 396.13). The Driver electronically signs each inspection record, the Motor Carrier or its agent (the "Certifier") electronically signs a repair certification, and the Driver signs an acknowledgement of the review of the repair certification.

The EVIR™ system uses two types of identity credentials to electronically sign records. All Drivers use a Driver ID Card to uniquely identify themselves in the system. All Certifiers use a UserID, in the form of a unique login name protected by a secret password.

Each Driver receives a Driver ID card containing a data chip that stores a unique ID number for the individual Driver to whom the card is issued. Whenever a Driver uses the Zonar EVIR™ System to conduct a vehicle inspection, the Zonar Handheld Device (the "Device") reads the Driver ID card to login the Driver to the Device, to create an inspection record. The Device automatically stores the Driver's unique ID number with each record created by the Driver.

When the Driver has used the Device to complete all required actions for an inspection report, the Device will ask the Driver to certify as follows: "I certify the report submitted is true and accurate." The Driver provides his/her signature on the certification by using the Device's "Yes" command, and the Device stores all inspection data inputted by the Driver as a completed non-alterable inspection record, including the Driver's unique ID number. The complete, electronically-signed inspection record is then ready for upload from the Device to the Zonar computer-based record management system (part of the EVIR™ System).

Whenever a Driver creates a record that lists a defect or deficiency that would affect the safety of operation of the vehicle or result in its mechanical breakdown, the record is then accessed by the Certifier who is responsible for assuring that proper corrective action is taken on behalf of the Motor Carrier. Once corrective action is completed, the Certifier accesses the database portion of the Zonar EVIR™ System using a unique login name that serves as a UserID for signing the certification record. The Certifier must enter the login name, and an associated secret password created by the Certifier, to enter the system and make a repair certification. Privileges associated with a UserID may include the ability to enter a repair certification, but do not allow the Certifier to modify any of the content of the original inspection record submitted by the Driver. After accessing a repair record, the Certifier's name is automatically entered in a non-editable field in the "Corrective Action" section of the record, so that it cannot be modified. The Certifier then certifies either "Above defects corrected" or "Above defects need not be corrected for safe operation of the vehicle" (other repair notes may be entered by the Certifier, as well as additional comments regarding the corrective action. The entries mentioned here are those that constitute a completed repair certification under CFR 396.130). The repair certification is stored as a permanent, non-alterable record containing the name of the Certifier.

Using the EVIR™ Handheld Device, the Driver reviews the last vehicle inspection record together with the repair certification. Whenever a Driver conducts a vehicle inspection on a vehicle for which the last inspection noted a defect or deficiency, the EVIR™ Device will ask the Driver for an acknowledgement that, "I have reviewed the previous report and accept the certification of repairs." If the Driver provides this acknowledgement, using the "Yes" command on the EVIR™ Device, the record of the acknowledgement is stored in the "Corrective Action" section of the last inspection report, including an electronic signature by the Driver using the unique ID number from the Driver's ID card.

3. Recommended ID Issuance Processes

Driver ID cards and UserIDs are issued to individual Drivers and Certifiers by the Zonar Customer that owns, operates or is otherwise responsible for assuring proper inspections and repairs for commercial vehicles managed with the Zonar EVIR™ System. The Customer is responsible for assuring that each Driver ID card is issued to the Driver assigned to the card (i.e., that the ID card holding the unique ID number assigned to a particular Driver is received and used only by that designated Driver). Each Driver ID card is imprinted with the Zonar ID card number that is embedded in the data chip contained in the card. Likewise, the Customer is responsible for assuring that each UserID is issued to the Certifier whose name is associated with that UserID. Zonar recommends the following issuance process to its Customers:

- Upon or before delivery of an ID Card to a Driver, Customer assigns the ID Card to the Driver by entering into the Zonar EVIR™ System the name of the Driver and the ID card number.
- Upon delivery of the Driver ID card to the Driver, each Driver signs a Zonar ID Card User Agreement (see attached agreement). The Customer can deliver the ID Card and the User Agreement to the Driver together, so that both the Driver and the Customer can confirm that the Driver has received the ID Card with the ID Card number assigned to that Driver.

- The Customer or the Driver can print the Driver's name in ink on the ID Card at the time of issuance.
- The Customer assigns a login name and temporary password to each Certifier. Upon receipt of this login information, the Certifier signs a UserID agreement (see attached agreement). The Certifier is instructed, and agrees under the terms of the UserID agreement, to change the temporary password to a secret password of the Certifier's own choosing, prior to creating any repair certification records in the Zonar EVIR™ System.
- Customer should provide a copy of the User Agreement for the Driver or Certifier to retain in his or her own records.

4. ID User Agreements

ID user agreements with the Zonar system are designed to inform Drivers and Certifiers of the responsibilities surrounding use of the ID Card or UserID as a signature tool in the Zonar EVIR™ System. The agreements also help Customers establish procedures for careful control of the IDs used for signature processes in the Zonar system.

The ID Card User Agreement records the Driver Name, Driver CDL Number, Driver ID Card Number, ID Card Issuer and Phone, and Date of Issuance for each ID Card issued to a Driver. The UserID agreement records similar information for each Certifier. Each agreement also contains a list of acknowledgments and responsibilities undertaken by each Driver or Certifier in using ID Card or UserID. The Customer maintains in its records the signed User Agreements for all Drivers and Certifiers to whom IDs are issued.

Zonar recommends that the Customer provide a copy of the User agreement to each Driver or Certifier at the time of issuance of the ID Card or UserID. This provides the Driver or Certifier with a record of the responsibilities associated with use of the ID, and contact information to assist the Driver or Certifier in obtaining revocation of the ID if it is lost or stolen.

5. ID Revocation Procedure

Customers should appoint a person or persons authorized to receive ID Card or UserID revocation requests, to handle revocation of IDs in the Zonar EVIR™ System, and to issue new IDs to Drivers and Certifiers, if necessary, after revocation of an old ID. Often, it is expected that this person will be the same person who handles the original issuance of the ID Card or UserID. Enabling prompt revocation and reissuance of IDs will help to assure that Drivers and Certifiers can carry out their responsibilities under the User Agreements.

Contact information for the person(s) handling this role may be included in the User Agreement, but Customers may also communicate this information through other normal channels, such as Human Resources, Zonar system administrator(s), or other persons with whom Drivers and Certifiers regularly have contact in connection with their use of the Zonar EVIR™ System.

Customers should also revoke ID Cards and UserIDs upon termination of a Driver's or Certifier's contractual or employment relationship with the Customer. Revocation of the ID Card Number or UserID (login name) from the Zonar EVIR™ System prevents any further use of the terminated Driver's or Certifier's ID for signatures on inspection or repair records, while preserving those records created by the Driver or Certifier that already exist in the system.

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**Zonar EVIR™ Safety Inspection System
ID Card User Agreement**

Driver Name: _____
Driver CDL Number: _____
Zonar ID Card Number: _____
ID Card Issuer: _____
Issuer Contact Person: _____ **Issuer Phone:** _____
Date of issuance: _____

Driver understands, acknowledges and agrees to the following representations and responsibilities to the ID Card Issuer in connection with the Driver's use of the Zonar ID Card:

1. Driver has received the ID Card with the ID Card Number listed above.
2. Driver will use the ID Card for the sole purpose of electronically identifying the Driver as the person conducting vehicle inspections using the Zonar System.
3. Each use of Driver's ID Card to create an inspection record in the Zonar system constitutes an electronic signature by the Driver certifying that:
 - the information contained in the inspection record is true and accurate; and
 - the Driver has created and signed the vehicle safety inspection record in accordance with Federal Motor Carrier Safety Administration regulations CFR 396.11 and 396.13 and other applicable federal and state regulations, and in accordance with all other policies and procedures required by the ID Card Issuer.
4. Driver is responsible for the content of all inspection records created in the Zonar system using the Driver's ID Card. Driver shall keep the ID Card within Driver's sole possession and control, and shall not allow any other person to conduct vehicle inspections using the ID Card. If Driver suspects or discovers that Driver's ID Card has been used by another person to create an inspection record in the Zonar system, Driver shall immediately notify the ID Card Issuer.
5. If Driver suspects or discovers that the ID Card has been lost or stolen, Driver shall immediately notify the ID Card Issuer so that the ID Card can be revoked and a new ID Card issued to Driver.
6. Driver has received a copy of this agreement to retain in Driver's own records.

Driver: _____
Signature

Date: _____



QUOTATION

Quote Number:
Q135672

18200 Cascade Ave S
Seattle, WA 98188
www.zonarsystems.com
Voice: 206.878.2459
Fax: 206.878.3082

Quote Date:
05/15/14

Page:
1

Quoted To:
Capistrano Unified School District Attn: Cindy Killingback 2 Liberty # B Aliso Viejo, CA 92656-3829 USA

Customer ID	Good Thru	Payment Terms	SalesPerson
CAP0985	06/14/14	Net 30 Days	John R Forrest

Order Qty	Item	Description	Unit Price	Total
105	V3001-H	V3 GPS Kit	219.95	23,094.75
105	10085	GPS 4Pin Power Cable Assy	19.95	2,094.75
105	10006	GPS Antenna	29.95	3,144.75
105	ZPASS001-H	ZPASS Kit	149.95	15,744.75
5,000	30034	Student Card	1.95	9,750.00
105	EVIR001-H	EVIR CSA Inspection Kit	269.95	28,344.75
1	GRANT	* 50,000 NAPT Grant Winner* (Applicable Towards Hardware Only)	-50,000.00	-50,000.00
105	SACT01	GSM Activation (Per Asset)	25.00	2,625.00
105	GPS003-S	GPS Tracking Service Package	215.88	22,667.40
105	ZPASS001-S	ZPASS Service	60.00	6,300.00
105	EVIR001-S	EVIR CSA Inspection Service	84.00	8,820.00
105	INST001-S	Installation of V3	93.00	9,765.00
105	INST001-S	Installation of ZPASS	21.00	2,205.00
105	INST001-S	Installation EVIR	21.00	2,205.00
105	INST001-S	Installation of 4 PIN Cables	12.00	1,260.00
20	INST001-S	Installation Tech Day	125.00	2,500.00
1	INST001-S	Installation Travel Estimate, Will be Billed at Cost	800.05	800.05
1	EVIR003-S	Custom Configuration	1,000.00	1,000.00
3	TRAINING	Training	800.00	2,400.00
-1	COMP1	Complimentary Training Day	800.00	-800.00
1	TRAVEL	Travel Estimate, Will be Billed at Cost	1,600.00	1,600.00
1	FREIGHT	Shipping and Handling	1,044.75	1,044.75
		Installation to be Performed by Velociti		



QUOTATION

Quote Number:
Q135672

18200 Cascade Ave S
Seattle, WA 98188
www.zonarsystems.com
Voice: 206.878.2459
Fax: 206.878.3082

Quote Date:
05/15/14

Page:
2

Quoted To:
Capistrano Unified School District Attn: Cindy Killingback 2 Liberty # B Aliso Viejo, CA 92656-3829 USA

Customer ID	Good Thru	Payment Terms	SalesPerson
CAP0985	06/14/14	Net 30 Days	John R Forrest

Order Qty	Item	Description	Unit Price	Total
		Three Year Contract Required Early Termination Fees Will Apply		

Subtotal:	96,565.95
Total Sales Tax:	6,785.48
Total:	USD 103,351.43

Installation Assumptions:

Assumes install of 105 Zonar V3 systems with EVIR and ZPass.

Assumes Zonar base system is mounted covertly.

Assumes white lead on 4 pin harness is connected to keyswitch true ignition.

Assumes minimum site access 6-days per week, 12 hours per day.

Assumes installs are completed at no more than a single geographic location.

Assumes unrestricted access to sites, vehicles and Zonar hardware to complete the project during the timeframe described.

Delay Provision-Once tech is deployed, any delay outside of Velociti control that results in additional hours of activity will be billed at \$100 per hour.

Incident weather is out of Velociti control and can result in additional days required to complete installs if covered area is not available.

Overnight stays will be charged at \$125 per tech, per night

Ground travel will be charged at \$1.00 per mile round trip

Air travel will be charged at cost

Cancellation Provision - The following fees will apply.

- a. If the project is cancelled greater than 7 days in advance of the project start date, no charges will apply.
- b. If project is cancelled 72 hrs or less of the project start date, then \$250 charge per assigned technician will apply.
- c. If the project is cancelled after the installation begins, then the lesser of the two applies: \$600 per day for all technicians assigned to the project on

the two days following the cancellation date or per unit charges as quoted for 90% of the units on the asset list provided for the work order.

Per Unit Pricing to apply so long as the assets actually serviced for a specific project are not less than 90% of the expected assets. If customer has

greater than a 10% reduction in assets for install, Velociti will bill for 90% of the quoted installations. If the variation in the assets is an increase,

Velociti will bill the actual number of installations at the agreed upon Per Unit Pricing.

Any shipping charges are the responsibility of the customer.



ELECTRONIC FLEET MANAGEMENT

www.zonarsystems.com

Installation includes 365-day warranty on workmanship.

Purchase Order commitment required 2 weeks in advance of project start date.

Payment Terms: Due upon receipt unless other terms are agreed upon.

ENROLLMENT SUPPORT AGREEMENT

This Enrollment Support Agreement (this “Agreement”) is made between **American Fidelity Assurance Company**, located at 2000 N. Classen Boulevard, Oklahoma City, OK 73106 (“Company”) and **Capistrano Unified School District**, located at 33122 Valle Road, San Juan Capistrano, CA 92675 (“Client”) effective the **10th day of July, 2014** (“Effective Date”).

Whereas Company and Client wish to enter into an arrangement in which the Company shall provide open enrollment support to Client and in exchange the Client shall perform the obligations in accordance with the terms and conditions set forth herein. For mutual consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

COMPANY OBLIGATIONS

1. Company will provide open enrollment support beginning upon a mutually agreeable date.
2. Company will provide support of its salaried account managers to Client and Client’s employees.
3. Company will offer AFA-approved, voluntary insurance products and services, and any additional plans the parties may mutually agree to in the future to Client’s employees.
4. Company will, at its cost and subject to a maximum limit of \$3500, acquire or pay for acquisition of any QSS Software updates or enhancements that may be necessary for Company to render services hereunder.

CLIENT OBLIGATIONS

5. Client shall grant Company the right to be Client’s exclusive Section 125 administration provider.
6. Client shall grant Company the right to offer to Client’s employees AFA-approved, voluntary insurance products and services, and any additional plans the parties may mutually agree to in the future.
7. Client shall provide adequate working conditions (i.e., building space for one-on-one benefit reviews, incidentals) during enrollment meetings that support Company’s staff.
8. Client shall provide such other co—operation and services to American Fidelity as may be mutually agreed to by and between the parties
9. Client shall also provide to Company annual individual one-on-one access to Client’s employees for the offering of additional supplemental employee benefits and ability to adequately communicate the supplemental plan offerings through a jointly determined and approved enrollment process outlined below.

APPROVED ENROLLMENT PROCESS

10. The approved enrollment process is:
 - a. During the term of this Agreement, Company will individually see all benefit-eligible employees to educate them and introduce them to the new online system as well as walk them through their enrollment the first year in the time frame the Client deems acceptable.
 - b. Company will be able to offer the individual insurance voluntary programs that are currently available to the employees during this time frame and also re-enroll employees for the Section 125 re-service which will occur concurrently.
 - c. Company will be allowed to conduct group meetings at each site in reference to enrollment and to assist employees who may need help in answering questions and/or to help enroll in the system.

- d. Client shall cooperate with Company in providing all information requested by Company in connection with providing services hereunder. Such information shall be provided at least 45 days in advance of the enrollment period.
11. Client agrees that if, at any time during the term of this Agreement, it elects to utilize any of Company's self-service options, available now or in the future, then additional agreements may be required at the time of such election.
12. Client further agrees that specialized support requiring manpower or resources exceeding those allotted to standard support may accrue additional hourly billable rates. Company shall make this determination on a case-by case basis and shall make best efforts to inform the Client in advance regarding any such charges.

LIMITATION OF LIABILITY

13. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF COMPANY FOR ALL MATTERS OR CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM OR \$5000, WHICHEVER AMOUNT IS LESS. SUBJECT TO APPLICABLE LAW, COMPANY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. COMPANY WILL ALSO NOT BE LIABLE FOR DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, VIRUSES, SPYWARE, OR LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT. THE LIMITATIONS APPLY EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. CLIENT SHALL BE FULLY RESPONSIBLE FOR ALL THE INFORMATION, INSTRUCTIONS, REPORTS, AND DATA ("CLIENT DATA") IT PROVIDES TO THE COMPANY. COMPANY SHALL RELY ON THE ACCURACY OF SUCH CLIENT DATA IN THE PERFORMANCE OF SERVICES HEREUNDER. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO INDEMNIFY COMPANY FOR ALL CLAIMS, DAMAGES AND COSTS, INCLUDING ATTORNEYS' FEES ARISING FROM OR RELATING TO CLIENT'S PROVISION OF CLIENT DATA TO COMPANY.
15. IN THE EVENT THAT CLIENT INSTRUCTS COMPANY TO RELEASE ANY CLIENT DATA TO THIRD PARTIES, CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED CONSENTS AND COMPLIANCE MATTERS, INCLUDING BUT NOT LIMITED TO PUTTING IN PLACE APPROPRIATE AGREEMENTS REQUIRING THE THIRD PARTIES TO ADEQUATELY SAFEGUARD THE CLIENT DATA. CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ANY LOSS, DAMAGE, COSTS (INCLUDING ATTORNEY'S FEES) OR CLAIM THAT ARISES FROM OR IS RELATED TO RELEASE OF SUCH INFORMATION TO THE THIRD PARTY OR FROM ANY NEGLIGENT ACTIONS AND/OR OMISSIONS OF THE THIRD PARTY.

REGULATORY AUTHORITY- FORCE MAJEURE

16. This Agreement and the obligations of the parties shall be subject to modification to comply with applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure of performance is caused by acts of God, natural disasters including fire, flood, or winds, civil or

military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

TERM

17. The initial term of this Agreement shall be one year from the Effective Date ("Initial Term"). After the expiration of the Initial Term, this Agreement shall renew automatically in one year terms. Either party may terminate this Agreement at any time for any reason by providing a written notice of 30 days to the other party. Either party may also terminate the Agreement without any notice for a material breach of the terms and conditions of the Agreement by the other party.

CONFIDENTIALITY

18. Both parties acknowledge that they will have access to and receive disclosure of certain confidential or proprietary information about each other. Each party shall protect and preserve the confidential and proprietary nature of all confidential information in its possession. Both parties agree to treat any information obtained, as a consequence of this Agreement, as proprietary in nature and not to be shared with any other entity without the express prior written permission of the other party. Notwithstanding the foregoing, confidential information shall not include any information that is or becomes generally available to the public or any information that is lawfully obtained by the disclosing party from a third party with the right to disclose such information. In the event of a breach or threatened breach of this provision, the provisions of this paragraph may be enforced by an injunction restraining the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interest of the non-breaching party. Nothing contained herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages. This provision shall survive the termination of this agreement. Where required to comply with law, the parties agree to execute a Business Associate Agreement furnished by AFA, the terms of which, if signed, shall be incorporated herein by reference.

MISCELLANEOUS

19. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. For avoidance of doubt, the separate confidentiality agreement signed by the parties shall continue in full force and effect on matters of confidentiality.
20. The services shall be provided to the extent permitted by law.
21. Company does not provide tax or legal advice, and the Client must retain licensed professionals in order to obtain such advice.
22. The headings used herein are for convenience only and shall not aid in interpretation of any term of the Agreement.
23. Company reserves the right to change the fees associated with the support it provides, but only with advance written notice of 60 days.

**AMERICAN FIDELITY ASSURANCE
COMPANY**

By: _____

Name: Traci Hampton

Title: Senior Vice President and COO, AFES

Date: _____

-- And --

By: _____

Name: Rod Spangler

Title: National Director of Technology, AFES

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT

By: _____

Name:
(Printed or Typed)

Title:

Date: _____

**AMENDMENT TO AGREEMENT BID NO. 1112-15
REFURBISHED COMPUTER EQUIPMENT**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

INSIGHT SYSTEMS EXCHANGE

The Agreement between Capistrano Unified School District and Insight Systems Exchange, dated October 25, 2012, for the purchase of refurbished computer equipment as needed by the District, shall be amended to include the following:

Exhibit A: Adds new replacement models to the contract.

Except as set forth in this amendment, and Board approved on October 24, 2012, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Insight Systems Exchange

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

Bid No. 1112-15 Refurbished Computer Equipment

As per the awarded bid No. 1112-15 between Capistrano Unified School District and Insight Systems Exchange, the district and the vendor may agree to product changes in event of an upgrade or system supply shortage. Per bid language, in the event that an item within the bid is discontinued/no longer available, it may be replaced by an item that performs the same task. It shall be deemed acceptable replacement only if it meets or exceeds original specifications, is provided at the same or lesser price of the original item and provided the District approves the replacement. If upgrade provides additional or enhanced functionality, the price of the new item must be mutually accepted by the District and the vendor. Verification of increase functionality or enhancement shall be based on documentation provided by the manufacture.

- Due to the age and limited supply of the Optiplex 960 SFF, it is in the District's fiscal best interest to examine an upgrade for an appropriate return on the investment.
- Due to limited supply of the Latitude E6510 laptop model we are discontinuing that offering.
- Due to the age of the Latitude E6400 model the district is seeking an upgrade for an appropriate return on the investment.

Below is the breakdown of the current and recommended models with mutually agreed upon pricing.

Current Model	Current Pricing	Replacement Model	Replacement Pricing
Dell Optiplex 960 SFF	\$310+tax	Dell Optiplex 780 SFF*	\$310+tax
Dell Latitude E6400	\$340+tax	Dell Latitude E6410*	\$339+tax
Dell Latitude E6500	\$430+tax	No 15" Model Offered**	N/A

*Supply Issue; Higher Processor; Newer Model

**Supply Issue

Signed by:

Signed by:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Insight System Exchange
Refurbished Computers and Monitors

SKU# M19

Dell Flat Panel Monitor

Color: Black

19" Screen

LCD Display

3 Year Warranty on Monitor

Monitor Cost: \$69.00 + tax

**Insight System Exchange
Refurbished Computers**

SKU# LE6410-NoCase

Dell Latitude E6410 Laptop

14.1" Screen

4.7 lbs.

2.4 GHz Intel Core i5 Processor

4 GB Memory

160 GB Hard Drive

802.11N Network Card – Dual-band/MIMO

DVD/RW

New 9-Cell Battery

Windows 7 Professional

3 Year Warranty on Laptop and 1 Year Warranty on Battery

Laptop Cost: \$334 + tax

July 2014

**Insight System Exchange
Refurbished Computers**

SKU# LE6410

Dell Latitude E6410 Laptop

14.1" Screen

4.7 lbs.

2.4 GHz Intel Core i5 Processor

4 GB Memory

160 GB Hard Drive

802.11N Network Card – Dual-band/MIMO

DVD/RW

New 9-Cell Battery

Windows 7 Professional

3 Year Warranty on Laptop and 1 Year Warranty on Battery

Carrying Case

Laptop and Case Cost: \$339 + tax

July 2014

**Insight System Exchange
Refurbished Computers and Monitors**

SKU# D780SFF19

Dell Optiplex 780 SFF – with 19" Monitor

3.0 GHz Intel Core 2 Duo Processor

4 GB Memory

80 GB Hard Drive

DVD/RW

Windows 7 Professional

3 Year Warranty

Dell 19" Monitor

New Logitech Keyboard

New Logitech Mouse

CPU/Monitor Cost: \$310.00 + tax

IV. BID FORM AND AGREEMENT

- A. Pursuant to the DISTRICT'S "Notice To Bidders - Invitation For Bids" and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform within the time stipulated in the contract and furnish the items of the contract, including everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable materials and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner in connection with the following:

**BID NO. 1112-15
REFURBISHED COMPUTER EQUIPMENT**

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

Bid Form

Computer Desktop Options:

Item 1	Item 2
<u>Optiplex GX755 Desktop – Refurbished</u>	<u>Optiplex GX760 Desktop – Refurbished</u>
Intel Core 2 Duo	Intel Core 2 Duo
3.0 GHz	3.0 GHz
4 GB RAM	4 GB RAM
80 GB HD or larger	80 GB HD or larger
DVD/RW	DVD/RW
Windows 7 Pro	Windows 7 Pro
3 Year Advance Placement Warranty	3 Year Advance Placement Warranty
New Logitech Keyboard	New Logitech Keyboard
New Logitech Mouse	New Logitech Mouse
Unit Price: \$257 - Shipping Included	Unit Price: \$284 - Shipping Included
Weighted: 20%	Weighted: 20%
QTY AVAILABLE 400	QTY AVAILABLE 400

COMPUTER DESKTOP OPTIONS:

Item 3	Item 4
<u>Optiplex GX755 SFF – Refurbished</u>	<u>Optiplex GX760 SFF – Refurbished</u>
Intel Core 2 Duo	Intel Core 2 Duo
3.0 GHz	3.0 GHz
4 GB RAM	4 GB RAM
80 GB HD or larger	80 GB HD or larger
DVD/RW	DVD/RW
Windows 7 Pro	Windows 7 Pro
3 Year Advance Placement Warranty	3 Year Advance Placement Warranty
New Logitech Keyboard	New Logitech Keyboard
New Logitech Mouse	New Logitech Mouse
Unit Price: \$257 - Shipping included	Unit Price: \$284 - Shipping included
Weighted: 10%	Weighted: 10%
QTY AVAILABLE 4	QTY AVAILABLE 400

COMPANY

Name: Insight Systems Exchange
Signed by: [Signature] Joe Prochelo
Vice President Sales
Date: 4-17-2012 Insight Systems Exchange
Business Address: 7012 Belgrave Ave
Garden Grove, CA 92841

PARTNERSHIP

Name: _____
Signed by: _____ Partner
Date: _____
Business Address: _____

Other Partners: _____

CORPORATION

Name: _____
(a LLC Corporation*)
Business Address: 611 S. Anton Blvd,
Suite 300 Costa Mesa, CA 92626

Signed by: [Signature] President*,
Joe Prochelo
Dated: 4-17-2012 Vice President Sales
Insight Systems Exchange

* A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____, Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____
(Signed)

Doing Business as: _____;

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(a _____ Corporation)

By: _____ Date: _____

Title: _____

AGREEMENT ACCEPTED BY DISTRICT

Signed by: Terry Fluett

Print Name: Terry Fluett

Title: Director, Purchasing

Date: 10/26/2012

CONTRACT TERM

The term of this base contract is for one year beginning October 25, 2012 through October 24, 2013, with two (2) one-year renewal terms at the option of the Board of Trustees.

**EXTENSION OF AGREEMENT BID NO. 1112-15
REFURBISHED COMPUTER EQUIPMENT**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

INSIGHT SYSTEMS EXCHANGE

The Agreement between Capistrano Unified School District and Insight Systems Exchange called for an original contract period of October 25, 2012, through October 24, 2013, with two (2) one year renewal terms at the option of the Board of Trustees.

The contract with Insight Systems Exchange shall be extended for the period of October 25, 2013, through October 24, 2014, at the prices shown in Exhibit A to this Extension Agreement. The total cost of equipment requested by the District and provided by the Consultant under this Agreement shall not exceed \$500,000 annually. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Extension Agreement, and Board approved on October 24, 2012, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Insight Systems Exchange

By: 
Signature

By: 
Signature

Terry Fluent

Joe Prochelo

Vice President Sales
Print Name
Insight Systems Exchange

Director, Purchasing

Title

Date: 12/18/13

Date: 10-16-2013

Exhibit A

Insight System Exchange
Refurbished Computers

SKU# LE6400

Dell Latitude E6400 Laptop

14" Screen

4.3 lbs.

2.4 GHz Intel Core 2 Duo Processor

4 GB Memory

160 GB Hard Drive

802.11N Network Card – Dual-band/MIMO

DVD/RW

6 Cell Battery

Windows 7 Professional

3 Year Warranty on Laptop/90 Day Warranty on Battery

Carrying Case

Laptop and Case Cost: \$345 + tax

Insight System Exchange
Refurbished Computers

SKU# LE6400-NoCase

Dell Latitude E6400 Laptop

14" Screen

4.3 lbs.

2.4 GHz Intel Core 2 Duo Processor

4 GB Memory

160 GB Hard Drive

802.11N Network Card – Dual-band/MIMO

DVD/RW

6 Cell Battery

Windows 7 Professional

3 Year Warranty on Laptop/90 Day Warranty on Battery

No Carrying Case

Laptop and Case Cost: \$340 + tax

Insight System Exchange
Refurbished Computers and Monitors

SKU# LE6500

Dell Latitude E6500 Laptop

15" Screen

5.2 lbs.

2.4 GHz Intel Core 2 Duo Processor

4 GB Memory

160 GB Hard Drive

802.11N Network Card – Dual-band/MIMO

DVD/RW

6 Cell Battery

Windows 7 Professional

3 Year Warranty on Laptop/90 Day Warranty on Battery

Carrying Case

Laptop and Case Cost: \$360 + tax

Insight System Exchange
Refurbished Computers and Monitors

SKU# LE6500-NoCase

Dell Latitude E6500 Laptop

15" Screen

5.2 lbs.

2.4 GHz Intel Core 2 Duo Processor

4 GB Memory

160 GB Hard Drive

802.11N Network Card – Dual-band/MIMO

DVD/RW

6 Cell Battery

Windows 7 Professional

3 Year Warranty on Laptop/90 Day Warranty on Battery

Carrying Case

Laptop and Case Cost: \$355 + tax

Insight System Exchange Refurbished Computers

SKU# D78019

Dell Optiplex 780 Desktop – with 19" Monitor

3.0 Ghz Intel Core 2 Duo Processor

4 GB Memory

80 GB Hard Drive

DVD/RW

Windows 7 Professional

3 Year Warranty on computer and monitor

Dell 19" Monitor

New Logitech Keyboard

New Logitech Mouse

CPU/Monitor Cost: \$313.00 + tax

AMENDMENT TO AGREEMENT BID NO. 1112-15
REFURBISHED COMPUTER EQUIPMENT

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

INSIGHT SYSTEMS EXCHANGE

The Agreement between Capistrano Unified School District and Insight Systems Exchange, dated October 25, 2012, for the purchase of refurbished computer equipment as needed by the District, shall be amended to include the following:

Exhibit A: Adds two new replacement models to the contract.

Except as set forth in this amendment, and Board approved on October 24, 2012, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

Insight Systems Exchange

By: J. Strent
Signature

By: [Signature]
Signature

Terry Bluent

Joe Prochelo
Vice President Sales
Insight Systems Exchange

Director, Purchasing

Title

Date: 7/10/14

Date: 7-8-2014

Bid No. 1112-15 Refurbished Computer Equipment

As per the awarded bid No. 1112-15 between Capistrano Unified School District and Insight Systems Exchange, the district and the vendor may agree to product changes in event of an upgrade or system supply shortage. Per bid language, in the event that an item within the bid is discontinued/no longer available, it may be replaced by an item that performs the same task. It shall be deemed acceptable replacement only if it meets or exceeds original specifications, is provided at the same or lesser price of the original item and provided the District approves the replacement. If upgrade provides additional or enhanced functionality, the price of the new item must be mutually accepted by the District and the vendor. Verification of increase functionality or enhancement shall be based on documentation provided by the manufacture.

Due to limited supply of the Latitude E6500 laptop model the district is seeking an alternative model to replace this device. Due to the age of the refurbished Optiplex 780, it is in the District's fiscal best interest to examine an upgrade for an appropriate return on the investment. Below is the breakdown of the current and recommended models with mutually agreed upon pricing.

Current Model	Current Pricing	Replacement Model	Replacement Pricing
Dell Optiplex 780	\$310	Dell Optiplex 960*	\$310
Dell Latitude E6500	\$420	Dell Latitude E6510**	\$430

*Higher Processor; Larger Hard Drive

**Supply Issue; Higher Processor; Larger Hard Drive

Capistrano Unified School District

Signed by:

Printed Name:

Title:

Date:

Insight Systems Exchange

Signed by: 

Printed Name: MANFRED COOK

Title: DIR. OF EDUCATION SERVICES

Date: FEB 6th 2014

Exhibit A



Insight System Exchange
Refurbished Computers and Monitors

Dell Optiplex 960 SFF – with 19" Monitor

3.0 GHz Intel Core 2 Duo Processor

4 GB Memory

80 GB Hard Drive

DVD/RW

Windows 7 Professional

3 Year Warranty

Dell 19" Monitor

New Logitech Keyboard

New Logitech Mouse

CPU/Monitor Cost: \$310.00 + tax

Exhibit A

Insight System Exchange
Refurbished Computers

SKU# LE6510

Dell Latitude E6510 Laptop (New Battery)

15" Screen

5.2 lbs.

2.4 GHz Intel Core i5 Processor

4 GB Memory

250 GB Hard Drive

802.11N Network Card – Dual-band/MIMO

DVD/RW

New 9-Cell Battery

Windows 7 Professional

3 Year Warranty on Laptop and 1 Year Warranty on Battery

Carrying Case

Laptop and Case Cost: \$430 + tax

Exhibit A

CAPISTRANO UNIFIED SCHOOL DISTRICT

BID RECAP

PIZZA SERVICE

BID NO. 1415-11

AUGUST 25, 2014 - AUGUST 24, 2015

Line #	Description	Bid Unit Size	Est. Yearly Usage by Unit	People First Pizza, Inc., DBA Domino's Pizza, Inc. Bid Unit Pricing for 2014-2015	People First Pizza, Inc., DBA Domino's Pizza, Inc. Extended Bid Unit Pricing Per Bid Unit for 2014-2015	Papa John's Pizza Bid Unit Pricing for 2014-2015	Papa John's Pizza Extended Bid Unit Pricing Per Bid Unit for 2014-2015
1	*Pepperoni Pizza, pre-baked, ready to serve,	Whole Pie	27,000	\$7.00	\$189,000.00	\$7.00	\$189,000.00
2	*Cheese Pizza, pre-baked, ready to serve, 8 equal slices	Whole Pie	18,000	\$7.00	\$126,000.00	\$7.00	\$126,000.00
3	*Specialty Pizza, BBQ Chicken, Veggie, Hawaiian) ready to serve, pre-baked	Whole Pie	2,500	\$7.00	\$17,500.00	\$7.00	\$17,500.00
4	Pepperoni, Personal Pan Pizza, boxed, ready to serve, pre-baked	Each	10	\$2.00	\$20.00	\$2.00	\$20.00
5	Pepperoni, Personal Pan Pizza, boxed, ready to serve, pre-baked	Each	10	\$2.00	\$20.00	\$2.00	\$20.00
					\$332,540.00		\$332,540.00

BID NO. 1415-11
 PIZZA SERVICE

All in strict conformity with the bid documents, including Addenda Nos. _____, _____, _____, and _____, on file in the Purchasing Department of said District.

NSLP AND SBP REGULATIONS: Foods that qualify as whole grain rich for the school programs are foods that contain 100% whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50% is whole grain. Whole grain rich products must contain at least 50% whole grains and the remaining grain, if any must be enriched. As provided for NSLP and SBP, grain products must be credited using the oz. equivalent method. As specified in section XXIV. School Lunch and Breakfast Whole Grain Rich Ounce Equivalency (oz. eq) requirements for School Meal Programs, group B.

*School pizza composition must equal at least 2 oz. meat/meat alternate and 2 oz. grain equivalent per each 8 cut slice for NSLP.

Estimated delivery times will be between 10:30 a.m. – 12:45 p.m. P.S.T. Per site delivery time to be determined by District.

Line #	Description	Bid Unit Size	Est. Yearly Usage by Unit	Bid Unit Pricing for 2014-2015	Extended Bid Unit Pricing Per Bid Unit for 2014-2015
1	*Pepperoni Pizza, pre-baked, ready to serve,	Whole Pie 8 equal slices Size: 15" – 16"	27,000	\$ 7.00 Per whole pie	\$ 7.00
2	*Cheese Pizza, pre-baked, ready to serve, 8 equal slices	Whole Pie Size: 15" – 16"	18,000	\$ 7.00 Per whole pie	\$ 7.00
3	*Specialty Pizza, BBQ Chicken, Veggie, Hawaiian) ready to serve, pre-baked	Whole Pie 8 equal slices Size: 15" – 16"	2,500	\$ 7.00 Per whole pie	\$ 7.00
4	Pepperoni, Personal Pan Pizza, boxed, ready to serve, pre-baked	Each Size 1 unit unsliced, must equal at least 2 oz. meat/ meat alternate and 2 oz. grain equivalent	10	\$ 2.00 Per Pan Pizza	\$ 2.00
5	Cheese, Personal Pan Pizza, boxed, ready to serve, pre-baked	Each Size 1 unit unsliced, must equal at least 2 oz. meat/ meat alternate and 2 oz. grain equivalent	10	\$ 2.00 Per Pan Pizza	\$ 2.00

- A. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice To Bidders - Invitation For Bids.
- B. In submitting this bid, the Bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from purchase of goods, materials, or services by the Bidder for sale to the DISTRICT pursuant to this bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment.
- E. If the Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of CALIFORNIA and that REUT ADAMS whose title is PRESIDENT authorized to act for and bind the corporation.

It is understood and agreed that if, requested by the DISTRICT, the Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

- G. The Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

- H. Indicate below if the undersigned will allow other public agencies in the State of California to purchase equipment and supplies under the same terms and conditions:

THIS BID PRICE IS FOR CAPI UNIFIED TO PURCHASE
 Yes, other public agencies may purchase from this Bid.
AND THEIR AUTHORIZED AFFILIATES
 No, other public agencies may not purchase from this Bid.

- I. The undersigned will grant the DISTRICT the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for one year: option granted option not granted

Extension option for a second year: option granted option not granted

- J. The Bidder attests to having read and understands all documents contained and referenced in this bid.

K. The term of this base contract is for one year beginning July 1, 2014 through June 30, 2015, with two (2) one-year renewal terms at the option of the Board of Trustees.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and are required to be submitted with this bid:

1. Bid Specifications and Requirements
2. Bid Form and Agreement
3. NonCollusion Declaration in Accordance with Public Contract Code Section 7106
4. Information Required of Bidder
5. Certification Anticipated Participation of Disabled Veteran Business Enterprises
6. Suspension and Debarment Certifications
7. Lobbying Certification
8. Disclosure of Lobbying Activities
9. Certification by Contractor Criminal Records Check
10. Drug Free Workplace Certification
11. Conflict of Interest
12. Tobacco Use Policy
13. Product Recall Program
14. Disaster Contingency Plan
15. Food Security and Safety Program
16. HACCCP Plan
17. Complete Nutritional Specification and Ingredient Sheets
18. Complete Nutrient Analysis
19. Food Handler Certification
20. Copy of last Orange County Health Department Inspection

I, REICH ADAMS the PRESIDENT / FRAANCHISEE (title) of the Bidder hereby certify under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this bid and all the representations herein made are true and correct.

COMPANY

Name: REICH ADAMS

Signed by: [Signature]

Date: 7/1/14

Business Address: 32211 CAMINO CAPISTRANO #E102
SAN JUAN CAPISTRANO, CA 92675

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date: _____

Business Address: _____

Other Partners: _____

CORPORATION

Name: PEOPLE FIRST PIZZA dba DOMINO'S PIZZA

(A CALIFORNIA Corporation*)

Business Address: 37711 CAMINO CAPISTRANO #210
SAN JUAN CAPISTRANO, CA 97675

Signed by: President**, Phil Adams

Dated: 7/1/14

- * A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.
- ** Or local official empowered to bind the Corporation.

JOINT VENTURE

Name: _____

Signed by: _____ Joint Venturer

Date: _____

Business Address: _____

Other Parties to Joint Venture:

If an individual: _____
Signed)

Doing Business as: _____

If a Partnership: _____

Signed by: _____, Partner

If a Corporation: _____

(A _____ Corporation)

By: _____ Date: _____

Title: _____

CONTRACT TERM

The contract term of this base contract is for one year beginning August 25, 2014 through August 24, 2015, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed two additional one year periods.

Annual cost of products requested by District and provided by Vendor under this contract shall not exceed \$378,000. This amount may be increased by mutual written agreement of both parties and Board approved.

AGREEMENT ACCEPTED BY DISTRICT

Signed by: _____

Print Name: _____

Title: _____

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, August 13, 2014
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Abedi, Kamron	ASB Worker	District Initiated	11/01/2012	07/24/2014
2. Ago, Fatimar	Sub Sch Bus Driver	District Initiated	01/24/2013	08/06/2014
3. Aguiar, Salvador	Sub Custodian	District Initiated	12/11/2014	08/06/2014
4. Aguirre, Jenny	Sub Student Supvr	District Initiated	11/15/2012	08/06/2014
5. Alarid, Susan	Sub FS Worker	District Initiated	10/11/2012	08/06/2014
6. Amani, Fatima	Sub IF-Sp Ed	District Initiated	03/04/2013	08/06/2014
7. Anaya, Victor	Sub Custodian	District Initiated	01/08/2013	08/06/2014
8. Arellano, Eric	Sub Custodian	District Initiated	08/15/2013	08/06/2014
9. Belardes, Jr Matias	Sub Custodian	District Initiated	01/08/2013	08/06/2014
10. Bethurum, Robert	Sub Custodian	District Initiated	09/30/2011	08/06/2014
11. Blanco, Robert	Sub Groundskeeper	District Initiated	11/22/2011	08/06/2014
12. Bohler, Frank	Sub Asst Principal	District Initiated	10/20/2010	08/06/2014
13. Booker, Alexis	Sub Inst Asst-Sp Ed Presch	District Initiated	09/07/2011	08/06/2014
14. Brier-Capps, Lisa	Sub Personnel Asst	District Initiated	10/24/2013	08/06/2014
15. Calaiacovo, Eileen	Sub Student Supvr	District Initiated	04/24/2014	08/06/2014
16. Carter, Meghan	Sub IF-Sp Ed	District Initiated	01/23/2014	08/06/2014
17. Cherf, April	Sub Student Supvr	District Initiated	02/14/2013	08/06/2014
18. Compton Reynolds, Denise	Sub Student Supvr	District Initiated	05/23/2013	08/06/2014
19. Corthell, Tracy	Sub IF-Sp Ed	District Initiated	10/15/2012	08/06/2014
20. Cuellar Ortiz, Fernando	Sub Custodian	District Initiated	04/25/2013	08/06/2014
21. Darrup, Carloyn	Academic Advisor	Personal	04/24/2014	07/18/2014
22. Dennis, Susan	Sub Campus Supvr	District Initiated	01/18/2008	08/06/2014
23. Diaz, Ken	Sub Custodian	District Initiated	08/15/2013	08/06/2014
24. Dimperio, Kristen	Sub IF-Sp Ed	District Initiated	06/22/2012	08/06/2014
25. Dobos, Brooke	Sub Student Supvr	District Initiated	01/23/2014	08/06/2014
26. Eckhardt, Natasha	Sub Student Supvr	District Initiated	09/11/2012	08/06/2014
27. Engel, Catherine	Sub Student Supvr	District Initiated	06/28/2012	08/06/2014
28. Esquibel, Steven	Sub HS Campus Supvr	District Initiated	02/10/2005	08/06/2014
29. Estupinan, Shannon	Sub Student Supvr	District Initiated	05/01/2013	08/06/2014
30. Evanston, Matthew	Sub Custodian	District Initiated	08/15/2013	08/06/2014
31. Fairon, Colleen	Sub Student Supvr	District Initiated	03/14/2013	08/06/2014
32. Flores, Gabriela	Sub Custodian	District Initiated	05/09/2013	08/06/2014
33. Forman, Steven	Sub Custodian	District Initiated	04/25/2013	08/06/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, August 13, 2014
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
34. Friend, Carolyn	Elem School Clerk	Retirement	10/12/1993	06/30/2014
35. Gansel, Shayne	Sub Inst Asst-Sp Ed Presch Sub Inst Asst-Sp Ed Sub IF-Sp Ed	District Initiated	06/06/2013	08/06/2014
36. Garcia, Guadalupe	Sub Student Supvr	District Initiated	09/07/2011	08/06/2014
37. Gautreaux, Julie	Sub Student Supvr	District Initiated	01/09/2014	08/06/2014
38. Gelbmann, Teri	Sub Inst Asst Sp Ed	District Initiated	01/20/2005	08/06/2014
39. Gonzalez Soto, Jesus	Sub Custodian	District Initiated	03/27/2014	08/06/2014
40. Halvorsen, Shepard	Sub Custodian	District Initiated	07/25/2013	08/06/2014
41. Hampson, Lisa	Sch Bus Driver	Retirement	09/12/1994	02/28/2014
42. Hauser, Gary	Sub Student Supvr	District Initiated	01/10/2008	08/06/2014
43. Hector, Tina	Sub Clerk-Typing	District Initiated	03/13/2012	08/06/2014
44. Herrera, Eugene	Sub Custodian	District Initiated	04/25/2013	08/06/2014
45. Jacobs, Kathleen	Inst Asst-Sp Ed	Retirement	11/12/1996	06/24/2014
46. Jambusaria, Sangeeta	Student Supvr Sub Inst Asst-Sp Ed Sub IF-Sp Ed	District Initiated	09/06/2001	08/06/2014
47. Jimenez, Joan	Inst Asst	Voluntary	04/11/1994	07/17/2014
48. Johnson, Kerry	Sub Student Supvr	District Initiated	09/21/2013	08/06/2014
49. Keeler, Joleen	Sub Inst Asst-Sp Ed Presch	District Initiated	09/26/2013	08/06/2014
50. Keizer, MacKenzie	Sub Student Supvr	District Initiated	04/25/2013	08/06/2014
51. Kocourek, Barbara	Sub Clerk-Typing	District Initiated	04/26/2012	08/06/2014
52. Kuhn, Carrie	Sub Student Supvr	District Initiated	10/04/2007	08/06/2014
53. Kurd-Misto, Tameem	Sub Inst Asst-Sp Ed Presch Sub Inst Asst-Sp Ed Sub IF-Sp Ed	District Initiated	03/12/2013	08/06/2014
54. La Forte, Lynda	Attendance Acct Tech	Retirement	05/12/2003	08/08/2014
55. Labarbera, Tanner	Sub Student Supvr	District Initiated	02/07/2011	08/06/2014
56. Lawrence, Terry	Sub Custodian	District Initiated	09/01/2012	08/06/2014
57. Lensky, Michelle	Sub Student Supvr	District Initiated	11/07/2013	08/06/2014
58. Lezama, Cesar	Sub Custodian	District Initiated	09/12/2013	08/06/2014
59. Madkins, Monique	Sub Inst Asst-Sp Ed Presch Sub IF-Sp Ed	District Initiated	03/14/2013	08/06/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of Wednesday, August 13, 2014
Classified Employees

ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
60. Marlowe, Stephen	Sub Sch Bus Driver	District Initiated	08/11/2011	08/06/2014
61. Martin, Justin	Sub Inst Asst-Sp Ed Presch Sub Inst Asst-Sp Ed	District Initiated	02/05/2014	08/06/2014
62. Martinez, Yobany	IF-Sp Ed	Voluntary	09/09/2013	08/01/2014
63. McQuaid, Lisa	Sub FS Worker Sub Lead FS Worker	District Initiated	09/15/2010	08/06/2014
64. Minnich, Michelle	Sub Student Supvr	District Initiated	01/24/2013	08/06/2014
65. Morganstern, Susan	Sub Inst Asst-Sp Ed Presch Sub Inst Asst-Sp Ed Sub IF-Sp Ed Sub IBI Asst/Tutor	District Initiated	02/22/2014	08/06/2014
66. Morris, Patricia	Sub Clerk Typing	District Initiated	07/31/2012	08/06/2014
67. Mulligan, Mary	IF-Sp Ed	Voluntary	03/31/2014	07/27/2014
68. Murtaza, Zohra	Sub Clerk Typing	District Initiated	04/26/2012	08/06/2014
69. Newman, Natalie	Sub Student Supvr	District Initiated	09/26/2013	08/06/2014
70. Nichols, Marlene	Inst Asst Presch	Other Employment	03/01/2010	07/22/2014
71. Nuno, Osvaldo	Sub Custodian	District Initiated	03/01/2012	08/06/2014
72. Nuqui, Jonathan	Sub Custodian	District Initiated	06/13/2013	08/06/2014
73. Ocampo, Marco	Sub Custodian	District Initiated	12/11/2012	08/06/2014
74. Oco, Sheila	Sub Inst Asst-Sp Ed Presch Sub Inst Asst-Sp Ed Sub IF-Sp Ed	District Initiated	04/24/2014	08/06/2014
75. Osorio, Michael	Sub Custodian	District Initiated	03/01/2012	08/06/2014
76. Papadatos, Sophia	Sub HS Campus Supvr	District Initiated	11/15/2012	08/06/2014
77. Patterson, Dominique	Sub Student Supvr	District Initiated	05/23/2014	08/06/2014
78. Pederson, Chris	Sub Custodian	District Initiated	08/15/2013	08/06/2014
79. Persson, Nancy	IF-Sp Ed	Voluntary	09/05/2006	07/07/2014
80. Petersen, Catherine	Sub Inst Asst-Sp Ed Sub IF-Sp Ed	District Initiated	03/27/2007	08/06/2014
81. Pracht, Patti	Sub Inst Asst-Comm Ed	District Initiated	11/01/2012	08/06/2014
82. Pratt, Joshua	Sub Custodian	District Initiated	04/23/2013	08/06/2014
83. Rendon, Antoinette	Sub FS Worker	District Initiated	06/14/2011	08/06/2014
84. Revely, Martha	FS Worker	Personal	10/11/2007	06/24/2014

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ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
85. Rivera Zuniga, Indalecio	Sub Custodian	District Initiated	08/15/2014	08/06/2014
86. Roberston, Debra	Sub Caregiver Sub IF-Sp Ed Sub Inst Asst-Sp Ed	District Initiated	09/17/2002	07/31/2014
87. Rodriguez Leon, Justo	Sub Custodian	District Initiated	11/25/1991	08/06/2014
88. Rodriguez, Raul	Sub Custodian	District Initiated	02/28/2013	08/06/2014
89. Roecker, Jennifer	Sub Student Supvr	District Initiated	01/28/2011	08/06/2014
90. Saavedra, Veronica	IF-Sp Ed	Voluntary	09/09/2013	08/01/2014
91. Sandoval, Jose	Sub Custodian	District Initiated	08/15/2014	08/06/2014
92. Schneider, Kari	Sub FS Worker	District Initiated	09/09/2013	08/06/2014
93. Seay, Laurence	IF-Sp Ed	Personal	10/21/2011	08/08/2014
94. Shah, Chaitalee	Sub Student Supvr	District Initiated	05/15/2012	08/06/2014
95. Shukla, Pratiksha	Sub Inst Asst-Sp Ed Presch Sub Inst Asst-Sp Ed	District Initiated	02/13/2014	08/06/2014
96. Small, Kelly	Sub Student Supvr	District Initiated	04/27/2011	08/06/2014
97. Smith, Linda	HS Office Mgr	Retirement	12/01/1998	07/18/2014
98. Smith, Scott	Sub Custodian	District Initiated	07/11/2013	08/06/2014
99. Soto Contreras, Salvador	Sub Custodian	District Initiated	07/11/2013	08/06/2014
100. Stock, Taryn	Sub Student Supvr	District Initiated	04/25/2013	08/06/2014
101. Summers, Lisa	Sub FS Worker	District Initiated	02/13/2014	08/06/2014
102. Sweeney, Valerie	Sub IF-Sp Ed	District Initiated	10/25/2012	08/06/2014
103. Taylor, Angie	Sub Inst Asst-Sp Ed	District Initiated	04/02/2013	08/06/2014
104. Thompson, Julie	FS Worker	Other Employment	11/28/2012	06/24/2014
105. Tovas, Jordan	Sub Inst Asst-Sp Ed Presch Sub Inst Asst-Sp Ed Sub IF Sp Ed	District Initiated	11/07/2011	08/06/2014
106. Trevorrow, Jan	FS Worker	Retirement	12/07/1998	08/31/2014
107. Vilorias, Asia	Sub Interpreter for Hearing Impaired	District Initiated	04/25/2013	08/06/2014
108. Walsh, Eileen	IF-Sp Ed	Personal	03/04/2013	07/21/2014
109. Wanger, Rebecca	Sub Student Supvr Sub FS Worker	District Initiated	10/27/2006	08/06/2014

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ACCEPT RESIGNATIONS/TERMINATIONS (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
110. Weinert, Megan	Sub Student Supvr	District Initiated	01/23/2014	08/06/2014
111. Winchester, Kimberlee	Sub Inst Asst-Sp Ed Presch Sub Inst Asst-Sp Ed Sub IF-Sp Ed Sub Clerk-Typing	District Initiated	04/26/2012	08/06/2014
112. Witham, Jamie	ASB Worker	District Initiated	11/19/2012	07/31/2014
113. Young, Beatriz	FS Elem Cashier	Relocation	08/25/2004	07/21/2014
114. Zaharson, Kathleen	Sub Student Supvr	District Initiated	02/27/2014	08/06/2014
115. Zulauf, Lesa	Sub Student Supvr	District Initiated	03/30/2011	08/06/2014

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
116. Detrich, Kelly	IF-Autism (9.5mo/30hpw)	\$14.79 hr	R22-1	09/04/2014
117. Gottschalk, Patricia	FS Elem Cashier (9.5mo/15hpw)	\$12.76 hr	R16-1	09/04/2014
118. Hartnett, Nancy	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/04/2014
119. Osterfeld, Kristen	FS Worker (9.5mo/15hpw)	\$12.14 hr	R14-1	09/04/2014

<u>Name</u>	<u>Recall from Layoff</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
120. Escribano-Newlove, Carmen	BIngl Comm Svcs Liaison (9.5mo/30hpw)	\$21.87 hr	R23-20	09/04/2014
121. Hill, Tiffany	Inst Asst-Computer Lab (9.5mo/15hpw)	\$13.74 hr	R19-1	09/04/2014
122. Ortiz, Colleen	Inst Asst-Computer Lab (9.5mo/15hpw)	\$13.74 hr	R19-1	09/04/2014

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Reemploy Laid Off Employee</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
123. Mickle, Jacqueline	IBI Asst/Tutor (9.5mo/40hpw)	\$ 3,438.28 mo	R24-6	09/04/2014

<u>Name</u>	<u>Position Title</u>	<u>Displacement In Lieu of Layoff</u>	<u>Range Step</u>	<u>Effective Date</u>
124. Abouziab, Nada	Presch Resource Teacher (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-10	09/04/2014
125. Diaz, Gloria	Presch Teacher (9.5mo/30hpw)	Inst Asst-Presch (9.5mo/15hpw)	R23-6	09/04/2014
126. Getty, Jacquelyn	Presch Teacher (9.5mo/30hpw)	Inst Asst-Presch (9.5mo/17.5hpw)	R23-4	09/04/2014
127. Hafemann, Linda	Presch Teacher (9.5mo/30hpw)	Inst Asst-Presch (9.5mo/10.5hpw)	R23-4	09/04/2014
128. Heesch, Jennifer	Presch Teacher (9.5mo/30hpw)	Inst Asst-Presch (9.5mo/10.5hpw)	R23-4	09/04/2014
129. Luehe, Deborah	Inst Asst (9.5mo/15hpw)	FS Worker (9.5mo/15hpw)	R14-2	09/04/2014
130. Soderin, Bonnie	Presch Site Facilitator (9.5mo/40hpw)	Presch Teacher (9.5mo/30hpw)	R31-10	09/04/2014

<u>Name</u>	<u>Position Title</u>	<u>Reduction in Hours In Lieu of Layoff</u>	<u>Range Step</u>	<u>Effective Date</u>
131. Bandaruk, Rita	Inst Asst-Presch (9.5mo/10.5hpw)	Inst Asst-Presch (9.5mo/10hpw)	R20-3	09/04/2014
132. Bethurum, Connie	Inst Asst-Presch (9.5mo/17.5hpw)	Inst Asst-Presch (9.5mo/10.5hpw)	R23-5	09/04/2014
133. Bott, Christine	Inst Asst-Presch (9.5mo/15hpw)	Inst Asst-Presch (9.5mo/10.5hpw)	R20-5	09/04/2014
134. Cortez, Linda	Inst Asst-Presch (9.5mo/10.5hpw)	Inst Asst-Presch (9.5mo/10hpw)	R23-5	09/04/2014
135. Fallowfield, Cassandra	Inst Asst-Presch (9.5mo/17.5hpw)	Inst Asst-Presch (9.5mo/15hpw)	R23-6	09/04/2014
136. Gammell, Diana	Inst Asst-Presch (9.5mo/15hpw)	Inst Asst-Presch (9.5mo/10.5hpw)	R22-5	09/04/2014
137. Garcia, Etelvina	Blngl Inst Asst (9.5mo/17.5hpw)	Blngl Inst Asst (9.5mo/15hpw)	R21-20	09/04/2014

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position Title</u>	<u>Reduction in Hours In Lieu of Layoff</u>	<u>Range Step</u>	<u>Effective Date</u>
138. Hansen, Dragica	Inst Asst-Presch (9.5mo/10.5hpw)	Inst Asst-Presch (9.5mo/10hpw)	R23-2	09/04/2014
139. Hodges, Cynthia	Inst Asst-Presch (9.5mo/10.5hpw)	Inst Asst-Presch (9.5mo/10hpw)	R20-2	09/04/2014
140. Kemp, Lorraine	Inst Asst-Presch (9.5mo/17hpw)	Inst Asst-Presch (9.5mo/15hpw)	R23-6	09/04/2014
141. Landeros, Beatriz	Blngl Clerk (12mo/30hpw)	Blngl Clerk (10.5mo/40hpw)	R25-20	09/04/2014
142. McKeown, Sheray	Inst Asst-Presch (9.5mo/15hpw)	Inst Asst-Presch (9.5mo/10hpw)	R23-2	09/04/2014
143. Neumiller, Nora	Blngl Clerk (10.5mo/40hpw)	Blngl Clerk (12mo/15hpw)	R25-10	09/04/2014
144. Nichols, Marlene	Inst Asst-Presch (9.5mo/17.5hpw)	Inst Asst-Presch (9.5mo/15hpw)	R23-3	09/04/2014
145. Nikkiah, Mahtab	Inst Asst-Presch (9.5mo/10.5hpw)	Inst Asst-Presch (9.5mo/10hpw)	R23-4	09/04/2014
146. Pierce, Maria	Blngl Inst Asst (9.5mo/17.5hpw)	Blngl Inst Asst (9.5mo/15hpw)	R21-20	09/04/2014
147. Satpathy, Mansi	Inst Asst-Presch (9.5mo/17.5hpw)	Inst Asst-Presch (9.5mo/15hpw)	R23-6	09/04/2014
148. Serrano, Carmen	Presch Teacher (9.5mo/30hpw)	Blngl Inst Asst- Presch (9.5mo/17.5hpw)	R24-6	09/04/2014
149. Settineri, Daneen	Inst Asst-Presch (9.5mo/17.5hpw)	Inst Asst-Presch (9.5mo/15hpw)	R20-5	09/04/2014
150. Seyed-Moghaddam, Mahvash	Inst Asst-Presch (9.5mo/17.5hpw)	Inst Asst-Presch (9.5mo/15hpw)	R23-10	09/04/2014
151. Torres, Alejandra	Intermediate Office Asst (12mo/40hpw)	Intermediate Office Asst (10.75mo/40hpw)	R25-10	09/04/2014
152. Torres, Rocio	Inst Asst-Presch (9.5mo/17.5hpw)	Inst Asst-Presch (9.5mo/15hpw)	R23-6	09/04/2014

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APPROVE EMPLOYMENT (Cont.)

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
153. Ballard, Daniela	Student Supvr	\$10.00 hr		09/04/2014
154. Goldberg, Elba	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	08/14/2014
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
155. Hernandez, Angelina	Clerk-Typing	\$15.16 hr	R23-1	07/14/2014- 09/30/2014

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
156. Anderson, Linda	Testing Asst	\$13.74 hr	07/01/2014- 09/30/2014
157. Bridge, Kelly	Testing Asst	\$13.74 hr	07/01/2014- 09/30/2014
158. Brown, Nancy	Testing Asst	\$13.74 hr	07/01/2014- 09/30/2014
159. Diaz, Martha	Testing Asst	\$19.81 hr	07/01/2014- 09/30/2014
160. Gallego, Marina	Testing Asst	\$13.74 hr	07/01/2014- 09/30/2014
161. Gomez, Lydia	Testing Asst	\$13.74 hr	07/01/2014- 09/30/2014
162. Novack, Mary	Testing Asst	\$19.81 hr	07/01/2014- 09/30/2014
163. Regan, Mary	Testing Asst	\$13.74 hr	07/01/2014- 09/30/2014
164. Rodriguez, Nascina	Testing Asst	\$13.74 hr	07/01/2014- 09/30/2014
165. Shupe, Debbie	Testing Asst	\$13.74 hr	07/01/2014- 09/30/2014

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
166. Carlson, Cynthia	Swim, Girls' Varsity (Asst)	Dana Hills HS	\$ 330.10	05/12/2014
167. Meledy, Timothy	Track, Girls' Varsity (Asst)	Capistrano Valley HS	\$ 132.05	05/18/2014
	Track Varsity (Asst)		\$ 264.10	05/10/2014

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
168. Allen, Christine	Orchestra Coach	Aliso Niguel HS	\$ 3,000.00	09/01/2014- 05/31/2015
169. Arneson, Jim	Basketball, Girls' Varsity (Head)	Tesoro HS	\$ 3,520.72	07/01/2014- 08/01/2014
170. Beard, Thomas	Volleyball, Girls' Varsity (Head)	San Clemente HS	\$ 3,301.00	07/14/2014- 07/30/2014
			\$ 3,301.00	08/18/2014- 11/07/2014
171. Berger, Lauren	Volleyball, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,600.00	08/01/2014- 11/07/2014
172. Braun, Tyler	Volleyball, Girls' JV	Dana Hills HS	\$ 2,200.00	08/01/2014- 11/07/2014
	Volleyball, Girls' Freshman		\$ 2,200.00	
	Volleyball, Boys' (Asst)		\$ 2,200.00	
173. Breese, Gabrielle	Pep Squad, (Asst)	Tesoro HS	\$ 1,000.00	08/01/2014- 09/01/2014
174. Browning, Emily	Waterpolo, Girls' (Asst)	Tesoro HS	\$ 1,000.00	08/01/2014- 08/29/2014
175. Buzbee, Caitlin	Trainer	Aliso Niguel HS	\$17,000.00	08/13/2014- 06/30/2015
176. Campbell, Dori	Lacrosse, Girls' Varsity	Dana Hills HS	\$ 2,000.00	07/01/2014- 08/08/2014
177. Canales, Miranda	Soccer, Girls' JV (Head)	San Juan Hills HS	\$ 1,000.00	07/01/2014- 08/01/2014
178. Carter, Roger	Percussion Coach	Dana Hills HS	\$ 2,000.00	07/01/2014- 09/01/2014
			\$ 10,000.00	09/04/2015- 06/19/2015
179. Christine, Caley	Golf, Girls' JV	Dana Hills HS	\$ 2,600.00	08/01/2014- 10/24/2014
180. Clawson, Roger	Football, Varsity (Asst)	San Juan Hills HS	\$ 2,000.00	07/01/2014- 08/01/2014
181. Crowe, Mike	Football, Freshman (Asst)	San Juan Hills HS	\$ 2,000.00	07/01/2014- 08/01/2014

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
182. Devitt, Benjamin	Brass Coach	Dana Hills HS	\$ 2,000.00	07/01/2014- 09/01/2014
			\$ 7,000.00	09/01/2014- 06/19/2015
183. Diacono, Alyssa	Waterpolo, Girls' (Asst)	Tesoro HS	\$ 2,000.00	07/01/2014- 08/01/2014
184. Emerzian, Jimmy	Woodwind Coach	Dana Hills HS	\$ 7,000.00	09/01/2014- 06/19/2015
185. Emnas, Melissa	Dance Appreciation, (Head)	Aliso Niguel HS	\$ 9,500.00	08/01/2014- 06/30/2015
186. Furmanski, Jake	Baseball, JV	San Clemente HS	\$ 1,250.00	07/02/2014- 07/30/2014
187. Hefner, Madelynn	Marching/Visual Coach	Dana Hills HS	\$ 2,000.00	07/01/2014- 09/01/2014
			\$ 8,000.00	09/04/2014- 06/19/2015
188. Horn, DuWayne	Baseball, Boys' Varsity (Asst)	San Clemente HS	\$ 500.00	06/26/2014- 06/30/2014
189. Iavarone, John	Football, Varsity (Asst)	San Juan Hills HS	\$ 2,000.00	07/01/2014- 08/01/2014
190. Kim, Linda	Lacrosse, Girls' Varsity	Dana Hills HS	\$ 1,000.00	07/01/2014- 08/08/2014
191. Klement, Hartley	Dance Team Choreographer	San Clemente HS	\$ 3,167.00	07/01/2014- 07/01/2015
192. Leslie, Lauren	Soccer, Girls' (Asst)	San Clemente HS	\$ 1,650.00	06/03/2014- 06/30/2014
193. Lujan, Brittanee	Song, Varsity	Aliso Niguel HS	\$17,520.00	07/01/2014- 06/30/2015
194. Lynch, Jennifer	Song, JV	Aliso Niguel HS	\$ 500.00	06/01/2014- 06/30/2014
			\$17,520.00	07/01/2014- 06/30/2015
195. McPhee, Jeane	Dance Team Coach	San Clemente HS	\$ 1,000.00	07/01/2014- 07/01/2015
196. Moguet, Nicholai	Football, Varsity (Asst)	San Juan Hills HS	\$ 3,000.00	07/01/2014- 08/01/2014
197. Moon, Mike	Football, (Asst)	Tesoro HS	\$ 1,200.00	07/01/2014- 08/01/2014

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<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
198. Moore, Farrel	Soccer, Girls' Varsity (Head)	San Juan Hills HS	\$ 3,500.00	07/01/2014- 08/01/2014
199. Morishima, Niki	Basketball, Girls' Varsity (Asst)	Tesoro HS	\$ 3,080.63	07/01/2014- 08/01/2014
200. Morris, Michelle	Woodwind Coach	Dana Hills HS	\$ 2,000.00	07/01/2014- 09/01/2014
201. Nobles, Paige	Football, JV (Asst)	Aliso Niguel HS	\$ 1,200.00	07/01/2014- 07/31/2014
202. Parks, Joshua	Basketball, Boys' Varsity (Asst)	Tesoro HS	\$ 3,080.63	07/01/2014- 08/01/2014
203. Pender, Max	Volleyball, Girls' (Asst)	San Juan Hills HS	\$ 2,500.00	08/01/2014- 11/07/2014
204. Reed, Chris	Football, Varsity (Asst)	Aliso Niguel HS	\$ 1,200.00	07/01/2014- 07/31/2014
205. Richter, Jessica	Basketball, Girls' (Asst)	San Clemente HS	\$ 600.00	07/07/2014- 07/31/2014
206. Smetona, John	Basketball, Boys' (Asst)	San Clemente HS	\$ 1,000.00	07/01/2014- 07/31/2014
207. Sundin, Lindsey	Basketball, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,000.00	07/01/2014- 07/31/2014
	Basketball, Girls' JV (Head)		\$ 2,500.00	
	Basketball, Girls' Frosh (Head)		\$ 2,000.00	
208. Takahashi, Roger	Football, Freshman (Asst)	Tesoro HS	\$ 1,000.00	07/01/2014- 08/01/2014
209. Villanueva, Ray	Football, (Asst)	Dana Hills HS	\$ 1,000.00	07/07/2014- 08/08/2014
210. Vleisides, Leo	Tennis, JV (Asst)	San Clemente HS	\$ 450.00	07/01/2014- 08/24/2014
211. VonGrempp, Ashley	Song, Varsity	Dana Hills HS	\$ 1,200.00	08/01/2014- 05/31/2015

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
212. Weiler, Kevin	Basketball, Girls' (Asst)	Tesoro HS	\$ 2,200.45	07/01/2014- 08/01/2014
213. Yodar, Curtis	Volleyball, Girls' Varsity	San Juan Hills HS	\$ 2,850.00	07/14/2014- 08/22/2014
	Volleyball, Girls' JV		\$ 2,850.00	
	Volleyball, Girls' Frosh/Soph		\$ 2,850.00	
	Volleyball, Girls'		\$ 2,000.00	

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
214. Clark, Jennifer	Elem Sch Clerk (10.5mo/40hpw)	\$2,830.36 mo	R26-1	08/14/2014
<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
215. Borst, Wendy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/04/2014
216. Cornell, Kendra	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	08/14/2014
217. Daniel, Traci	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/04/2014
218. DiGrazia, Jacqueline	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/04/2014
219. Gonzalez, Cynthia	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/04/2014
220. Hauser, Allison	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/04/2014
221. Luna, Alfonso	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/04/2014

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<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
222. Messick, Victoria	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/04/2014
223. Paquette, Elise	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/04/2014
224. Ramirez, Veronica	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	09/04/2014
225. Ravetti, Shauna	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	09/04/2014

<u>Name</u>	<u>Position-ASB</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
226. Ramirez, Nestor	Pep Squad, JV	San Juan Hills HS	\$ 6,000.00	08/14/2014

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
227. Chapman, Debbie	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	08/14/2014
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
228. Hanson, Robin	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	08/14/2014
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
229. Pelkey, Nicole	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	08/14/2014
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
230. Shah, Chaitalee	Inst Asst-Sp Ed Presch	\$13.74 hr	R19-1	08/14/2014
	Inst Asst-Sp Ed	\$14.08 hr	R20-1	
	IF-Sp Ed	\$14.79 hr	R22-1	
231. Ware, Sherree	Clerk	\$15.16 hr	R23-1	08/14/2014

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Classified Employees

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
232. Butler, Yvonne	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-2	09/04/2014
233. Effenberger, Ken	Groundskeeper (12mo/40hpw)	Lead Groundskeeper (Temp/40hpw)	R37-10	01/06/2014- 06/30/2014
234. Escobedo, Jorge	Custodian I (12mo/40hpw)	Custodian III (Temp/40hpw)	R30-10	07/31/2014- 09/30/2014
235. Fuller, Cynthia	Attendance Clerk (10mo/40hpw)	HS Office Manager (Temp/40hpw)	R33-4	08/14/2014
236. Horn, Donna	School Clerk II (10.5mo/40hpw)	HS Attendance Clerk (Temp/40hpw)	R26-10	08/14/2014
237. McClure, Julie	Inst Asst-Sp Ed Presch (9.5mo/17.5hpw)	Inst Asst-Sp Ed (9.5mo/17.5hpw)	R20-3	09/04/2014
238. Shapero, Stacy	Staff Secretary (12mo/40hpw)	MS Office Manager (10.75mo/40hpw)	R33-2	08/14/2014
239. Wellington, Patricia	IF-Sp Ed (9.5mo/17.5hpw)	IF-Autism (9.5mo/30hpw)	R22-1	09/04/2014

APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
240. Castro, Cyrill	Presch Site Facilitator (9.5mo/30hpw)	Presch Site Facilitator (9.5mo/40hpw)	R33-6	09/04/2014
241. Gibson, Laura	Inst Asst (9.5mo/15hpw)	Inst Asst (9.5mo/17.5hpw)	R19-6	09/04/2014
242. Hampton, Clark	Interim Superintendent	Deputy Superintendent, Business and Support Services	Per original contract	08/04/2014
243. Leopardi, Jodie	Academic Advisor (10.75mo/40hpw)	Academic Advisor (10.75mo/20hpw)	R35-15	08/07/2014
244. Mohammadi, Lili	Inst Asst (9.5mo/15hpw)	Inst Asst (9.5mo/17.5hpw)	R19-20	09/04/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
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APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
245. LeVrier, William	Delegate Behind-the-Wheel Trainer TAA NTE 30 hrs (Provide behind the wheel training)	R29-15	07/03/2014- 08/15/2014
246. Scott, Mary Jane	Intermediate Office Asst TAA NTE 40 hrs (Processing free/reduced applications for Food and Nutrition Services)	R25-1	08/25/2014- 09/30/2014

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
247. Abalos, Cecilia	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
248. Acuna, Monica	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
249. Alaniz, Angel	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
250. Bacon, Lisa	IF-Sp Ed TAA NTE 1 hrs (Additional pay for part time Dana Hills HS employees)	05/29/2014
251. Bacopulos, Amanda	IF-Sp Ed TAA NTE 5 ½ hrs (Accompany student to graduation ceremony)	06/24/2014
252. Bellah, Martha	Inst Asst-Presch TAA NTE 3 hrs (Assist with end of year classroom clean-up)	06/23/2014- 06/27/2014
253. Brophy, Catherine	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
254. Cabrera, Alicia	Testing Assistant TAA NTE 2 hrs (CELDT training for testing assistants) Testing Assistant TAA NTE 70 hrs (CELDT training and CELDT testing)	06/30/2014 07/11/2014- 09/30/2014
255. Castorena, Anthony	HS Campus Supvr TAA NTE 1.5 hrs (Additional pay for part time Dana Hills HS employees)	05/29/2014
256. Claud, Anita	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
257. Comes, Carla	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
258. Cosley, Jim	HS Campus Supvr TAA NTE 3.5 hrs (Additional pay for part time Dana Hills HS employees)	05/29/2014
259. Crummett, Jacquelyn	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
260. Dawson, Jackie	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
261. Dostis, Vickie	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
262. Escobar, Marta	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
263. Escribano-Newlove, Carmen	Blnl Comm Svcs Liaison TAA NTE 4 hrs (Additional pay for part time Dana Hills HS employees)	05/29/2014
264. Forbes, Kathryn	Inst Asst TAA NTE 30 hrs (Automating the K-5 Science kits housed in the IMC warehouse)	07/01/2014- 08/30/2014
265. Fowler, Norma	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
266. Gallo, Sarah	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
267. Gottschalk, Patricia	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
268. Graf-Baker, Angelikla	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
269. Gutierrez, Nora	Elem Library Media Tech TAA NTE 3.5 hrs (Finish closing the library)	06/24/2014
270. Harris, Robin	IF-Sp Ed TAA NTE 10 hrs (Attend Senior Prom with student)	06/07/2014
271. Harrison, Eva	Testing Assistant TAA NTE 2 hrs (CELDT training for testing assistants) Testing Assistant TAA NTE 70 hrs (CELDT training and CELDT testing)	06/30/2014 07/11/2014- 09/30/2014

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
272. Hart, Kelly	Health Asst TAA NTE 1.5 hrs (Additional pay for part time Dana Hills HS employees)	05/29/2014
273. Hathorn, Pamela	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
274. Hernandez, Myrna	Testing Assistant TAA NTE 2 hrs (CELDT training for testing assistants) Testing Assistant TAA NTE 70 hrs (CELDT training and CELDT testing)	06/30/2014 07/11/2014- 09/30/2014
275. Huang, Chia-Hui	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
276. Hunt, Nancy	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
277. Johnson, Mary	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
278. Keller, Jennifer	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
279. Krycerick, Kelly	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
280. Lominico, Sara	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
281. Lorincz, Iris	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
282. Lucero, Rita	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
283. Lynn, Stacy	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
284. Macias, Maria	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
285. Mathias, Genene	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
286. McKenna, Leonie	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
287. Mejia, Rebeca	Testing Assistant TAA NTE 2 hrs (CELDT training for testing assistants) Testing Assistant TAA NTE 70 hrs (CELDT training and CELDT testing)	06/30/2014 07/11/2014- 09/30/2014

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
288. Mestaz, Iris	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
289. Miller, Patricia	Inst Asst-Presch TAA NTE 6 hrs (Assist with end of year classroom clean-up)	06/23/2014- 06/27/2014
290. Mirkovich, Rosanna	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
291. Moore, Sandie	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
292. Moreno, Lisa	Blngl Elem Sch Office Mgr TAA NTE 80 hrs (Support Title 1 summer school) TAA NTE 10 hrs (Additional planning hours for summer program per LCAP)	07/14/2014- 08/08/2014 07/01/2014- 08/31/2014
293. Morreale, Colleen	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
294. Morris, Joe	Inst Asst-Sp Ed TAA NTE 4.5 hrs (Additional pay for part time Dana Hills HS employees)	05/29/2014
295. Nakamura, Kazumi	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
296. Neumiller, Nora	Blngl Clerk TAA NTE 9 hrs (She will not be starting work at Adult Transition until July 10, 2104)	07/07/2014- 07/09/2014
297. Ortiz, Hilda	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
298. Ortiz, Maria	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
299. Parson, Alma	Testing Assistant TAA NTE 2 hrs (CELDT training for testing assistants) Testing Assistant TAA NTE 70 hrs (CELDT training and CELDT testing)	06/30/2014 07/11/2014- 09/30/2014
300. Perez, Maria Cruz	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
301. Pino-Miranda, Maria	Presch Site Facilitator TAA NTE 180 hrs (Assist with state registration process)	07/01/2014- 08/30/2014
302. Power-Kohout, Marina	Inst Asst-Presch TAA NTE 6 hrs (Assist with end of year classroom clean-up)	06/23/2014- 06/27/2014

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**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY (Cont.)**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
303. Randall, Deborah	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
304. Schwab, Diana	Inst Asst-Sp Ed TAA NTE 1 hrs (Additional pay for part time Dana Hills HS employees)	05/29/2014
305. Seyed-Moghaddam, Mahvash	Inst Asst-Presch TAA NTE 6 hrs (Assist with end of year classroom clean-up)	06/23/2014- 06/27/2014
306. Sivero, Doris	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
307. Smith, Susan	Testing Assistant TAA NTE 2 hrs (CELDT training for testing assistants) Testing Assistant TAA NTE 70 hrs (CELDT training and CELDT testing)	06/30/2014 07/11/2014- 09/30/2014
308. St. John, Michelle	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
309. Sturgen, Erica	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
310. Tam, Jacqueline	Inst Asst-Sp Ed TAA NTE 2.5 hrs (Additional pay for part time Dana Hills HS employees)	05/29/2014
311. Vega, Buenaventura	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
312. Villarreal, Donna	Testing Assistant TAA NTE 2 hrs (CELDT training for testing assistants) Testing Assistant TAA NTE 70 hrs (CELDT training and CELDT testing)	06/30/2014 07/11/2014- 09/30/2014
313. Wilfong, Christina	HS Campus Supvr TAA NTE 3.5 hrs (Additional pay for part time Dana Hills HS employees)	05/29/2014
314. Young, Beatriz	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014
315. Zemel, Toni	FS Elem Cashier TAA NTE 6 hrs (Setup kitchen and attend meeting)	08/28/2014

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
316. Belan, Vladimir	IF-Sp Ed (9.5mo/17.5hpw)	Opportunity Asst	R24-2	06/11/2014
317. Razzazian, Mahpareh	Student Supvr (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	05/01/2014
318. Soto, Marta Evelyn	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Caregiver	R16-6	09/04/2014

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8-8-14

CAPISTRANO UNIFIED SCHOOL DISTRICT
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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Bazansky, Heidi	Teacher	Relocation	08/28/2000	06/30/2014
2. Cullinan, Robert	Teacher	Other Employment	08/19/2005	07/10/2014
3. Dailey, Romy	Substitute Teacher	Voluntary	09/12/2013	06/30/2014
4. Ehrke, Sean	Substitute Teacher	Other Employment	12/09/2010	06/30/2014
5. Guilkey, Rachel	Substitute Teacher	Other Employment	09/12/2013	06/30/2014
6. Jacob, Kelly	Teacher	Temp Contract Expired	12/09/2013	06/30/2014
7. Kluck, Jane	Teacher	Other Employment	08/30/2006	06/30/2014
8. Moshenko, Brianna	Substitute Teacher	Other Employment	01/22/2014	08/08/2014
9. Schultz, Kristen	Speech Pathologist	Temp Non-Reelect	01/23/2014	06/25/2014
10. Singh, Marlene	Teacher	Retirement	09/01/1977	06/25/2014
11. Smith, Marguerite	Teacher	Retirement	09/13/1996	07/31/2014
12. Smith, Sherilynn	Substitute Teacher	Retirement	11/02/2010	06/30/2014
13. Whelchel, Scott	Substitute Teacher	Other Employment	04/25/2013	06/30/2014

APPROVE EMPLOYMENT

<u>Name</u>	<u>1st Year Temporary</u>	<u>Annual Salary</u>	<u>Column/Step</u>	<u>Effective Date</u>
14. Ackerman, Megan	Psychologist	\$76,824	P-1	08/12/2014
15. Brosche, Gisella	Teacher	\$48,899	A-1	08/28/2014
16. Campos, Hilda	Teacher	\$48,899	A-1	08/28/2014
17. Carter, Meghan	Psychologist	\$76,824	P-1	08/12/2014
18. Chapman, Elizabeth	Intervention Specialist	\$48,899	A-1	08/18/2014
19. Constantino, Giovana	Teacher	\$48,899	A-1	08/28/2014
20. Cragin, Kathleen	Teacher	\$48,899	A-1	08/28/2014
21. Cuculic, Keith	Teacher	\$48,899	A-1	08/28/2014
22. Davis, Allison	Teacher – 60%	\$48,899	A-1	08/28/2014
23. Eatmon, Sonia	Psychologist	\$76,824	P-1	08/12/2014
24. Fleming, Stacey	Teacher-Intern - 60%	\$43,381	A-1	08/28/2014
25. Infante, Maria Cecilia	Teacher	\$48,899	A-1	08/28/2014
26. McDonald, Rachele	Teacher	\$48,899	A-1	08/28/2014
27. McPhee, Kaely	Teacher – 60%	\$48,899	A-1	08/28/2014
28. Mele, Jennifer	Teacher	\$48,899	A-1	08/28/2014
29. Peterson, Daniel	Teacher	\$48,899	A-1	08/28/2014
30. Rice, Alana	Teacher-Intern	\$43,381	A-1	08/28/2014
31. Rickert, Erin	Teacher	\$48,899	A-1	08/28/2014
32. Saavedra, Kathryn	Teacher	\$48,899	A-1	08/28/2014
33. Snyder, Sarah	Teacher	\$51,344	B-1	08/28/2014
34. Ward, Dustin	Teacher	\$48,899	A-1	08/28/2014
35. Williams, Ashley	Teacher	\$48,899	A-1	08/28/2014

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APPROVE EMPLOYMENT (Cont'd)

<u>Name</u>	<u>1st Year Probationary</u>	<u>Annual Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
36. MacDonald, Collin	Teacher	\$48,899	A-1	08/28/2014

APPROVE SPECIAL EDUCATION 6/5th ASSIGNMENT-FULL YEAR

37. Howell, Brian	41. Robustelli, Lucille
38. Kunze-Thibeau, Lori	42. Snowden, Marybeth
39. Lavering, Melanie	43. Waterbury, Nilsa
40. Lavering, Steve	

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
44. Currie, Catherine	ETAP I-100%	ETAP I-50%	07/01/2014
45. Gruenewald, Eric	Principal, Elementary	Teacher-100%	07/01/2014
46. Hwang, Polly	Teacher-100%	Teacher-60%	07/01/2014
47. Larson, Kim	Teacher-80%	Teacher-60%	07/01/2014
48. Ledri, Claudia	ETAP I-100%	ETAP I- 50%	07/01/2014
49. Moos, Theresa	Teacher-60%	Teacher-80%	07/01/2014
50. Puccio, Lisa	ETAP I-100%	ETAP I-50%	07/01/2014
51. Schaefer, Melissa	TOSA	Interim Principal	08/11/2014- TBD
52. Swenson, Elizabeth	Teacher-100%	Teacher-50%	07/01/2014
53. Werthmuller, Kelly	ETAP I-100%	ETAP I-50%	07/01/2014

APPROVE PROMOTIONS

<u>Name</u>	<u>Previous Assignment</u>	<u>Annual Salary</u>	<u>New Assignment</u>	<u>Annual Salary</u>	<u>Effective Date</u>
54. McGann, Joseph	Principal Elem	\$125,589	Principal K8	\$131,948	08/14/2014
55. Schreiber, Ryan	Teacher HS	\$ 56,926	HS Activities Director	\$ 78,794	08/14/2014

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APPROVE SUMMER SCHOOL

ELD Bridge Program Prep hours – Capistrano Valley HS
Not to exceed 20 hours non-instructional pay @ \$30.00 per hour
07/21/2014-08/08/2014

56. Sweeney, Alba

ELD Bridge Program – Capistrano Valley HS
Not to exceed 69 hours instructional pay @ \$35.00 per hour
07/21/2014-08/08/2014

57. Sweeney, Alba

To Develop English Summer Curriculum Guides – Education Services
Not to exceed 30 hours non-instructional pay @ \$30.00 per hour
07/01/2014-08/31/2014

58. Abuharoon, Christine
59. Avera, Stephanie
60. Barnett, Laura
61. Benstead-Frome, Lori
62. Blakeney, Judy
63. Bungartz, Melinda
64. Cappello, Annalee
65. Glassen, Nina
66. Greger, Frank
67. Hartje, Marian
68. Heavlin-Martinez, Johanna
69. Jindra, Kim
70. Jobst, Shelly
71. Jones, Christine
72. Klasna, Erin

73. Klingbeil, Katie
74. Louie, Jamie
75. Lowy, Laurie
76. Murdy, Erin
77. O’Leary, Darla
78. Pagani, Ann
79. Rader, Melinda
80. Rodriguez, Cathy
81. Sampson, Tim
82. Sanchez, Lynn
83. Schreiman, Courtney
84. Southall, Jackie
85. Triana, Elizabeth
86. Wiancko, Marika

APPROVE ADDITIONAL ASSIGNMENTS

Evening Musical Performances with Students – Bergeson Elem
Not to exceed 1 hour instructional pay @ \$35.00 per hour
06/09/2014

87. Choi, Eun Young
88. Gray, Lisa

89. Thornburg, Quin

To Perform STC Lead Task – Kinoshita Elem
Not to exceed 34 hours non-instructional pay @ \$30.00 per hour
09/04/2014-06/19/2015

90. Andre, Marla

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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Conduct Kindergarten Assessments – Vista Del Mar Elem
Not to exceed 16 hours instructional pay @ \$35.00 per hour
08/14/2014-08/20/2014

91. Brown-Little, Kellie
92. Cheatley, Shannon
93. Imlay-Markel, Erika
94. Stamen, Barbara

ADD/SIOP Training – Marco Forster MS
Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
02/10/2014-08/29/2014

95. Behm, Lindsey
96. Boyle, Jeanette
97. Burke, Bridget
98. Gant, Tina
99. Medina-Sabad, Kristen
100. Romero, Debbi
101. Torres, Tiffany

Biology Staff Development – Tesoro HS
Not to exceed 7 hours non-instructional pay @ \$30.00 per hour
08/20/2014

102. Cadiz, Robin
103. Cogan, Steve
104. Holen, Jenny
105. Ivory, Christina
106. Tubbs, Anthony
107. Williamson, Jacob

Sociology & Psychology Staff Development – Tesoro HS
Not to exceed 25 hours non-instructional pay @ \$30.00 per hour
08/25/2014-08/28/2014

108. Chance, Peter
109. Woodward, Richard

Credit Recovery – Adult Ed
Not to exceed 25 hours instructional pay @ \$35.00 per hour
06/01/2014-06/30/2014

110. Beck, Kim

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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Develop Screening Assessments – Education Services
Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
8/11/2014

- | | |
|-------------------------|----------------------------|
| 111. Anderson, Amanda | 123. Koenig, Elisa |
| 112. Arambula, Michelle | 124. Mazzaro Lefever, Jill |
| 113. Berger, Ann | 125. Nielson, Susie |
| 114. Cappello, Annalee | 126. Oblea, Suzanne |
| 115. Carr, Mary | 127. Peterson, Susan |
| 116. Cordina, Maureen | 128. Petzold, Dionne |
| 117. Evans, Laura | 129. Richardson, Katrina |
| 118. Hauschild, Wendie | 130. Sherburne, Catherine |
| 119. Heuer, Tracey | 131. Simpson, Lori |
| 120. Holley, Cindi | 132. Takacs, Lynn |
| 121. Jacobson, Lisa | 133. Taylor, Pam |
| 122. Jones, Chris | 134. Wilson, Mary |

ELD Task Force – Education Services
Not to exceed 50 hours non-instructional pay @ \$30.00 per hour
07/01/2014-06/30/2015

- | | |
|----------------------------|-------------------------|
| 135. Baptiste, Natalie | 139. Manzotti, Maria |
| 136. Bennett, Katie | 140. Sweeney, Lorena |
| 137. Benstead,-Frome, Lori | 141. Villalba, Fernanda |
| 138. Foster, Karin | |

ELD Advisor – Education Services
Not to exceed 120 hours non-instructional pay @ \$30.00 per hour
08/01/2014-06/30/2015

- | | |
|-----------------------------|-------------------------|
| 142. Anderson, Jill | 157. Furlong, Adriana |
| 143. Baptiste, Natalie | 158. Garcia, Monica |
| 144. Becerra, Jesus | 159. Gonzalez, Jamie |
| 145. Bell, Beth | 160. Greene, Kathryn |
| 146. Benstead-Frome, Lori | 161. Guzman, Carla |
| 147. Blanco-Johnson, Sylvia | 162. Heard, Kelly |
| 148. Breithaupt, Teresa | 163. Hebbard, Kristina |
| 149. Calkins, Joan | 164. Jacobson, Jennifer |
| 150. Cantoran, Rene | 165. Jones, Lindsey |
| 151. Carter, Thomas | 166. Kenney, Valerie |
| 152. Casebier, Diana | 167. Lane, LuAnne |
| 153. Collins, Kathleen | 168. Lechuga, Naomi |
| 154. Cooper, Laurie | 169. Lewis, Elizabeth |
| 155. Fiorenza, Lucy | 170. Manzotti, Maria |
| 156. French, Mikole | |

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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

ELD Advisor – Education Services (Cont'd)

Not to exceed 120 hours non-instructional pay @ \$30.00 per hour
08/01/2014-06/30/2015

171. Martus, Larissa	182. Rivas, Trina
172. McKeon, Sarah	183. Ruby-Koran, Cheryl
173. McLaren, Chris	184. Schertzer, Kristen
174. Moss, Jennifer	185. Shultz, Michelle
175. Murphy, Jodi	186. Smith, Laura
176. Noland, Jan	187. Swanson, Celeste
177. O'Leary, Darla	188. Sweeney, Lorena
178. Peel, Maureen	189. Tucker, Candice
179. Phillips, Deanna	190. Vallejos, Stacy
180. Pierce, Jonathan	191. Vega, Raul
181. Reardon, Lisa	192. Winters, Randi

To Assist with Native American Education Program – Education Services

Not to exceed 6 hours instructional pay @ \$35.00 per hour
09/01/2014-06/25/2015

193. Derrig, Sophia	194. Philipps, Deanna
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To Assist with Native American Education Program – Education Services

Not to exceed 19 hours non-instructional pay @ \$30.00 per hour
09/01/2014-06/25/2015

195. Allen, Joan	197. Philipps, Deanna
196. Derrig, Sophia	

To Provide Student Teaching Placement Support – Education Services

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour
07/01/2014-08/31/2014

198. Mairs, Robin

To Develop Screening Assessments – Education Services

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
08/11/2014

199. Robinson, Katie

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of August 13, 2014
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
200. Bartlett, Stephanie	ASB Advisor-50%, Elementary	Benedict	\$ 660.00	02/02/2015- 06/22/2015
201. Crandall, Lori	ASB Advisor-50%, Elementary	Benedict	\$ 660.00	09/04/2014- 01/30/2015
202. Dahlgren, Brenda	ASB Advisor-50%, Elementary	Vista Del Mar	\$ 660.00	09/04/2014- 06/20/2015
203. Davis, Nicole	ASB Advisor-50%, Elementary	Vista Del Mar	\$ 660.00	09/04/2014- 06/20/2015
204. Dockins, Annie	ASB Advisor-50%, Elementary	Wood Canyon	\$ 660.00	09/04/2014- 01/30/2015
205. Hansen, Julie	ASB Advisor-50%, Elementary	Wood Canyon	\$ 660.00	02/02/2015- 06/19/2015
206. Rivadeneyra, Mark	Volleyball, Girls' Varsity (Head)	Dana Hills HS	\$ 3,301.00	08/15/2014- 11/08/2014
207. Simmons, Oz	Volleyball, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	08/01/2014- 11/07/2014

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
208. Cosenza, Brandon	Softball, Girls' Varsity (Head)	Dana Hills HS	\$ 352.10	05/19/2014
209. Hanson, Craig	Baseball, Varsity (Head)	Aliso Niguel HS	\$ 352.10	05/16/2014- 06/06/2014
210. Kokx, Aaron	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 308.10	05/16/2014

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
211. Brail, Rick	Baseball, (Asst)	Tesoro HS	\$ 2,200.00	07/01/2014- 08/01/2014
	Baseball, Varsity (Asst)		\$ 3,080.00	
	Baseball, Varsity (Head)		\$ 3,520.00	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
212. Brown, Rocky	Football, Varsity (Asst)	Aliso Niguel HS	\$ 1,200.00	07/01/2014- 07/31/2014
213. Colwell, Greg	Football, Freshman (Asst)	Aliso Niguel HS	\$ 1,200.00	07/01/2014- 07/31/2014
214. Gibson, Mike	Waterpolo, Boys' (Asst)	Tesoro HS	\$ 1,500.00	07/01/2014- 08/01/2014
	Waterpolo, Boys' Varsity (Head)		\$ 3,500.00	
215. Hanson, Craig	Baseball, Freshman	Aliso Niguel HS	\$ 1,000.00	06/18/2014- 06/30/2014
	Baseball, Freshman		\$ 2,400.00	07/01/2014- 07/31/2014
	Baseball, Varsity		\$ 3,000.00	
216. Hernandez, Juan	Football, Varsity (Asst)	San Juan Hills HS	\$ 2,000.00	07/01/2014- 08/01/2014
217. Kokx, Aaron	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 1,000.00	06/18/2014- 06/30/2014
	Baseball, Freshman		\$ 1,000.00	
	Baseball, Varsity (Asst)		\$ 3,000.00	07/01/2014- 07/31/2014
	Baseball, Freshman		\$ 2,400.00	
218. Lynch, Erick	Waterpolo, Girls' Frosh/Soph	Aliso Niguel HS	\$ 2,500.00	07/01/2014- 07/31/2014
	Waterpolo, Girls' JV		\$ 2,900.00	
219. Mashburn, Andrew	Football, (Asst)	Tesoro HS	\$ 3,520.00	12/01/2013- 02/28/2014
	Football, Varsity (Asst)		\$ 3,478.00	07/01/2014- 08/01/2014
220. McPhee, Kaely	Dance Team Choreographer	San Clemente HS	\$ 2,556.00	07/01/2014- 07/01/2015
221. Murphy, Kelli	Dance Appreciation Advisor	Aliso Niguel HS	\$ 2,500.00	04/01/2014- 06/30/2014
	Dance Appreciation Advisor		\$ 2,500.00	09/01/2014- 06/30/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

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APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
222. Nolan, Catherine	Cross Country	San Juan Hills HS	\$ 3,000.00	07/01/2014- 08/01/2014
223. Polk, Rich	Baseball, Varsity	Aliso Niguel	\$ 1,000.00	06/18/2014- 06/30/2014
	Volleyball, Girls' (Head)	Tesoro HS	\$ 3,300.00	07/01/2014- 08/01/2014
	Volleyball, Girls' Frosh/Soph		\$ 2,200.00	
	Volleyball, Girls' JV		\$ 2,200.00	
224. Rivadeneyra, Mark	Volleyball, Girls'	Dana Hills HS	\$ 500.00	06/09/2014- 06/14/2014
	Volleyball, Boys' (Asst)		\$ 2,600.00	08/11/2014- 08/24/2014
	Volleyball, Boys' Freshman		\$ 2,600.00	
	Volleyball, Girls' (Head)		\$ 3,200.00	
	Volleyball, Girls' Freshman		\$ 3,200.00	
225. Schmitz, Robbie	Football, Freshman (Asst)	Aliso Niguel HS	\$ 1,200.00	07/01/2014- 07/31/2014
226. Skaff, Don	Soccer, Boys' (Asst)	Tesoro HS	\$ 2,200.00	07/01/2014- 08/01/2014
227. Stephens, John	Tennis, (Head)	San Clemente HS	\$ 450.00	06/26/2014- 06/30/2014
	Tennis, Girls' (Head)		\$ 3,075.00	07/01/2014 08/24/2014
228. Summers, Robert	Track	San Juan Hills HS	\$ 3,000.00	07/01/2014- 08/01/2014
229. Wachenheim, Paul	Football, (Asst)	Tesoro HS	\$ 500.00	07/01/2014- 08/01/2014
230. Wade, Steven	Marching Band Director	Dana Hills HS	\$ 2,000.00	07/01/2014- 09/01/2014
231. Westling, Kurt	Football, Freshman (Head)	Aliso Niguel HS	\$ 2,200.00	07/01/2014- 07/31/2014

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