

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

BOARD OF TRUSTEES
Regular Meeting

November 12, 2014

Closed Session 5:30 p.m.
Open Session 7:00 p.m.

AGENDA

CLOSED SESSION AT 5:30 P.M.

- 1. CALL TO ORDER**
- 2. CLOSED SESSION COMMENTS**
- 3. CLOSED SESSION (as authorized by law)**
 - A. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT** **EXHIBIT A**
Executive Director, Purchasing and Contracts
(Pursuant to Government Code §54957)
 - B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** **EXHIBIT B**
(Pursuant to Government Code §54957)
 - C. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION** **EXHIBIT C**
Significant Exposure to Litigation – Two Cases
(Pursuant to Government Code §54956.9)
 - D. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION** **EXHIBIT D**
Neighborhood Schools for Our Kids v. Capistrano Unified School District
Orange County Superior Court No. 05CC07288
(Pursuant to Government Code §54956.9)
 - E. CONFERENCE WITH LABOR NEGOTIATORS**
Kirsten M. Vital/Jodee Brentlinger/Clark Hampton
Employee Organization:
 - 1) Capistrano Unified Education Association (CUEA)
 - 2) California School Employees Association (CSEA)
 - 3) Teamsters
 - 4) Unrepresented Employees (CUMA)(Pursuant to Government Code §54957.6)
 - F. PUBLIC EMPLOYEE PERFORMANCE EVALUATION** **EXHIBIT F**
Superintendent
(Pursuant to Government Code §54957)

RECORDING OF SCHOOL BOARD MEETINGS

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

OPEN SESSION AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

ADOPTION OF THE AGENDA – ROLL CALL

REPORT ON CLOSED SESSION ACTION

SPECIAL RECOGNITIONS

Lisa Barguemo – Las Palmas Elementary School Crossing Guard

TRUSTEE RECOGNITIONS

BOARD AND SUPERINTENDENT COMMENTS

ORAL COMMUNICATIONS (Non-Agenda Items)

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

DISCUSSION/ACTION ITEMS

1. SAFETY PRACTICES AND PROCEDURES REPORT:

The District has always made safety a top priority. Due to the recent media events at Oak Grove Elementary School staff has prepared a report regarding the District's safety practices and procedures. Staff is constantly reevaluating our practice and systems. Lessons are learned with each incident we encounter, prompting improvements in our program. The intent of this presentation is to inform the Board on what is currently in place and what recent changes have been made. We will review the District's four-step process in ensuring student safety: prevention, preparation, response, and recovery.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

Staff Recommendation

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

INFORMATION/
DISCUSSION
Page 1
EXHIBIT 1

2. DISTRICT GOALS AND OBJECTIVES:

At the October 22, 2014, Board meeting, Trustees received a PowerPoint presentation on the Superintendent's recommendation for the 2014-2015 District goals and objectives. This item provides the Board the opportunity to further discuss the 2014-2015 District goals and objectives and provide direction to the Superintendent.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

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

DISCUSSION/
ACTION
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EXHIBIT 2

Following discussion, it is recommended the Board of Trustees approve the 2014-2015 District Goals and Objectives.

Motion by _____ Seconded by _____

3. SECOND READING – REVISIONS TO BOARD BYLAW 9324, BOARD MINUTES:

As staff reviews Board Policy and Bylaws for revisions, small inconsistencies are also being corrected. During the first reading of the revisions to Board Bylaw 9324, *Board Minutes* on October 22, 2014, Trustee Reardon requested additional revisions to this policy for clarification. Changes are underlined; deletions are struck through. There is no financial impact.

CUSD Strategic Plan Pillar 5: Effective Operations

Contact: Kirsten M. Vital, Superintendent

Staff Recommendation

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

Following discussion, it is recommended the Board of Trustees approve the revisions to Board Bylaw 9324, *Board Minutes*.

Motion by _____ Seconded by _____

4. FIRST READING – REVISIONS TO BOARD POLICY 1330, USE OF SCHOOL FACILITIES:

As changes occur in Education Code or precedent-setting lawsuits, it becomes necessary to update policies. Revised Board Policy 1330, *Use of School Facilities*, is to provide the District, the Board, and employees with up-to-date information to ensure the District meets legal provisions surrounding the use of District facilities by community groups for purposes other than conduct of the instructional program. There is no financial impact. Changes are underlined; deletions are struck through.

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 information on this item and answer any questions Trustees may have. This is an information item only and no Board action is necessary.

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

5. SCHOOL BOARD MINUTES:

Approval of the minutes of the October 22, 2014, regular Board meeting.

Contact: Jane Boos, Manager, Board Office Operations

DISCUSSION/
ACTION

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EXHIBIT 3

INFORMATION/
DISCUSSION

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EXHIBIT 4

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EXHIBIT 5

CURRICULUM & INSTRUCTION

6. EXPULSION READMISSIONS:

Approval to readmit students from expulsion. Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover.

CUSD Strategic Plan Pillar 2: Safe and Healthy Schools

Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

7. PETITION TO WAIVE CALIFORNIA HIGH SCHOOL EXIT EXAM:

Approval to waive California Education Code §60851(c) and Board Policy 6162.52 for three students who have completed all requirements for passing the California High School Exit Examination (CAHSEE) subtest in Mathematics and/or English/Language Arts, case numbers 1415-001 to 1415-003. California Education Code §60851(c) and Board Policy 6162.52 provide authority for the Board of Trustees to review and approve waivers for special education students to pass the CAHSEE with modifications stated in the pupil's Individualized Education Program. Supporting information is provided to Trustees under separate cover to protect the student's rights under the Family Educational Rights and Privacy Act. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Michelle Le Patner, Assistant Superintendent, Education Services, Secondary

8. RESOLUTION NO. 1415-23, AMENDMENTS TO AGREEMENT NO. CSPP-3313 WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR CHILD DEVELOPMENT SERVICES:

Approval of Resolution No. 1415-23, Amendments to Agreement No. CSPP-3313 with the California Department of Education for Child Development Services. This contract is a ratification of Amendment 01 to Contract No. CSPP-3313 with California Department of Education for Child Development Services. Amendment 01 decreases the minimum days of enrollment from 181 to 177 from July 1, 2013, to June 30, 2014, closing out final paperwork for the contract Agreement. This Agreement provides services related to preschool-age children to enhance optimal early childhood development and school readiness. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary

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EXHIBIT 8

9. RESOLUTION NO. 1415-24, AGREEMENT CSPP-4309 RESOLUTION FOR ACCEPTANCE OF STATE FUNDED PRESCHOOL CONTRACT 2014-2015 WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILDCARE AND DEVELOPMENT SERVICES:

Approval of Resolution No. 1415-24, Agreement CSPP-4309 Resolution for Acceptance of State Funded Preschool Contract 2014-2015 with the California Department of Education for the purpose of providing child care and development services. This Agreement provides a maximum reimbursement amount of \$2,210,692 from July 1, 2014, to June 30, 2015. The minimum days of operation include 180 school days. This Agreement provides services related to preschool-age children to enhance optimal early childhood development and school readiness in the "State-Funded" Early Childhood Program. There is no financial impact if the program operates at a minimal capacity level of student enrollment. The District's current enrollment within the State-Funded program is operating above minimum capacity levels.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

Contact: Julie Hatchel, Assistant Superintendent, Education Services, Elementary

Page 73
EXHIBIT 9

BUSINESS & SUPPORT SERVICES

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

Page 85
EXHIBIT 10

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 \$1,645,484.58 and the commercial warrants total \$10,262,945.54. 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

11. DONATION OF FUNDS AND EQUIPMENT:

Page 135
EXHIBIT 11

Approval of donations of funds and equipment. A number of gifts have been donated to the District, including \$498,384.61 in cash. These funds will be deposited in the appropriate school accounts. Items other than cash have no financial impact on the budget. The District does not guarantee maintenance of items or the expenditure of any District funds for continued use.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

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

Page 139
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 21 new agreements totaling \$362,445.03; six ratifications to new agreements totaling \$215,875; 16 extensions to existing agreements totaling \$443,131.64; two amendments to an existing agreement totaling \$91,500; and one amendment ratification to an existing agreement totaling \$17,000. Due to the size of the contract documents, the General Conditions for each type of agreement are posted online on the District's Board Agendas and Supporting Documentation page.

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 the ratification of special education Informal Dispute Resolution Case #102414 and Case #102514. Due to the confidential nature of the Agreements, supporting information is provided to Trustees under separate cover. There is no financial impact.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

14. SPECIAL EDUCATION SETTLEMENT AGREEMENT:

Approval of the ratification of special education Settlement Agreement Case #2014090017. Due to the confidential nature of the Agreement, supporting information is provided to Trustees under separate cover. Expenditures under this Agreement are limited to \$17,000, funded by special education funds.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

15. **SETTLEMENT AGREEMENT AND RELEASE, S. J. AMOROSO CONSTRUCTION COMPANY, INCORPORATED AND SAFECO INSURANCE COMPANY OF AMERICA:**
Ratification of Settlement Agreement, effective July 21, 2014. Due to the confidential nature of the Agreement, supporting information is provided to Trustees under separate cover. There is no financial impact.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
16. **CONTRACT AGREEMENT – DEPUTY SUPERINTENDENT, BUSINESS AND SUPPORT SERVICES, JULY 1, 2015 – JUNE 30, 2018:** Page 349
EXHIBIT 16
Approval of the Contract Agreement Deputy Superintendent, Business and Support Services, for July 1, 2015 – June 30, 2018.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services
17. **RESOLUTION NO. 1415-25, AUTHORIZATION TO APPLY FOR COMMUNITY SERVICE PROGRAM CERTIFICATION THROUGH THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY:** Page 355
EXHIBIT 17
Approval of Resolution No. 1415-25, Authorization to Apply for Community Service Program (SP) Certification through the Department of Resources Recycling and Recovery (CalRecycle). Due to statewide fraud with the California Redemption Value (CRV) redemption, the state of California has implemented new rules requiring any person, operation, or entity be certified by CalRecycle when redeeming daily loads in excess of 100 pounds of plastic or aluminum. This Resolution will acknowledge the state’s CalRecycle program and authorize the Deputy Superintendent, Business and Support Services, to submit an application for SP status and certification. There is no financial impact.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
18. **LETTER OF AGREEMENT WITH VHS, INCORPORATED:** Page 357
EXHIBIT 18
Ratification of the Letter of Agreement with VHS, Incorporated, to provide an online AP World History course for California Preparatory Academy. The contractor will provide services at the rates indicated in the Agreement. The Agreement is for the 2014-2015 school year. Annual expenditures under this contract are limited to \$3,750, paid by the general fund.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
19. **AGREEMENT FOR PARTICIPATION AND SERVICES 2014-2015 – OUTDOOR EDUCATION PROGRAM WITH THE SUPERINTENDENT OF SCHOOLS, SAN DIEGO COUNTY OFFICE OF EDUCATION:** Page 363
EXHIBIT 19
Ratification of the Agreement for Participation and Services 2014-2015, Outdoor Education Program, with the Superintendent of Schools, San Diego County Office of Education for the use and occupancy of outdoor education premises and facilities, as requested by the District. The contractor will provide services at the rates indicated in the Agreement. The fifth grade students at Las Palmas and Philip Reilly elementary schools are scheduled to participate in this outdoor science camp program. Expenditures under this contract are estimated to be \$100,000, paid by gift and foundation funds.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

20. **MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH LAGUNA NIGUEL ROTARY CLUB AND AYUDA INTERNATIONAL HEALTH MOBILE FOR DENTAL HEALTH OUTREACH:** Page 373
EXHIBIT 20
Approval of the Memorandum of Understanding (MOU) between the South Laguna Niguel Rotary Club (Rotary), a California nonprofit corporation; sponsors; Ayuda International (Ayuda), a California nonprofit corporation; and the District for the purpose of providing comprehensive, free dental services to students, adults, and families referred by District staff. The agreement allows the Rotary, sponsors, and Ayuda to provide diagnostic, preventative, and restorative dental services, as well as instruction on the proper method of brushing and flossing. The District will provide space at Hidden Hills Elementary School, and the school will assist in providing notification to families of students regarding the onsite dental care services, parental permission slips, and other materials. Rotary and Ayuda have appropriate liability insurance and will hold the District harmless. There is no financial impact.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
21. **ALISO VIEJO COMMUNITY ASSOCIATION LIMITED USE AND MAINTENANCE AGREEMENT FOR FALL 2014:** Page 375
EXHIBIT 21
Ratification of the execution of the Aliso Viejo Community Association Limited Use and Maintenance Agreement (LUMA) for Fall 2014. The Aliso Viejo Community Association owns and maintains Foxborough Park, adjacent to Aliso Niguel High School. The Fall 2014 LUMA allows the District to use Foxborough Park from approximately early November until mid-December 2014 for a fee of \$300, as detailed in the LUMA. The Fall 2014 LUMA is similar to past years' agreements relating to the use of Foxborough Park.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
22. **SERVICE AGREEMENT WITH SOUTH COAST REGIONAL OCCUPATIONAL PROGRAM:** Page 387
EXHIBIT 22
Ratification of the Service Agreement with South Coast Regional Occupational Program (ROP) to allocate a portion of the Orange County Career Pathways Partnership California Career Pathways Trust grant for services provided related to the grant and to establish the process for reimbursement. The District and South Coast Regional Occupation Program applied for and were awarded the grant together. The grant award is \$483,801 of which \$215,000 is allocated to ROP. Funds will be disbursed over the next five years. There is no financial impact.
CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services
23. **FINAL ACCEPTANCE AND FILING OF THE NOTICE OF COMPLETION FOR THE CAPISTRANO VALLEY HIGH SCHOOL LUNCH PAVILION AND MUSIC PLAZA – SANDERS CONSTRUCTION SERVICES, INCORPORATED:** Page 395
EXHIBIT 23
Approval of the final acceptance and filing of the Notice of Completion for the construction of one retaining wall and concrete plaza, and three 30' x 60' shade structures at Capistrano Valley High School. Sanders Construction Services, Incorporated, provided services related to this project. All work has been inspected and completed to the satisfaction of District staff. The project was funded through Community Facilities District 87-1.
CUSD Strategic Plan Pillar 5: Effective Operations
Contact: Clark Hampton, Deputy Superintendent, Business and Support Services

24. FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR THE INSTALLATION OF FIVE RELOCATABLE CLASSROOMS AT LADERA RANCH MIDDLE SCHOOL - SILVER CREEK INDUSTRIES, INCORPORATED; GILBERT AND STEARNS, INCORPORATED; PACIFIC PLUMBING COMPANY OF SANTA ANA; BEN'S ASPHALT; HARRIS STEEL FENCE COMPANY, INCORPORATED; ABOVE ALL NAMES CONSTRUCTION SERVICES, INCORPORATED; AND PACIFIC MOBILE HOME CONSTRUCTION, INCORPORATED:

Page 397
EXHIBIT 24

Approval of the final acceptance and filing of the Notice of Completion for the installation of five relocatable classrooms at Ladera Ranch Middle School. Silver Creek Industries, Incorporated; Gilbert And Stearns, Incorporated; Pacific Plumbing Company of Santa Ana; Ben's Asphalt; Harris Steel Fence Company, Incorporated; Above All Names Construction Services, Incorporated; and Pacific Mobile Home Construction, Incorporated, provided services related to this project. In order to obtain Division of State Architect closeout with certification, Notice of Completions are required. All work has been inspected and completed to the satisfaction of staff. Funded by Developer Fees.

CUSD Strategic Plan Pillar 5: Effective Operations

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

25. FINAL ACCEPTANCE AND FILING OF NOTICE OF COMPLETION FOR THE INSTALLATION OF TEN RELOCATABLE CLASSROOMS AND ONE RELOCATABLE RESTROOM AT SAN JUAN HILLS HIGH SCHOOL - SILVER CREEK INDUSTRIES, INCORPORATED; GILBERT AND STEARNS, INCORPORATED; PACIFIC PLUMBING COMPANY OF SANTA ANA; BEN'S ASPHALT; HARRIS STEEL FENCE COMPANY, INCORPORATED; AND ABOVE ALL NAMES CONSTRUCTION SERVICES, INCORPORATED:

Page 405
EXHIBIT 25

Approval of the final acceptance and filing of the Notice of Completion for the installation of ten relocatable classrooms and one relocatable restroom at San Juan Hills High School. Silver Creek Industries, Incorporated; Gilbert And Stearns, Incorporated; Pacific Plumbing Company of Santa Ana; Ben's Asphalt; Harris Steel Fence Company, Incorporated; and Above All Names Construction Services, Incorporated, provided services related to this project. In order to obtain Division of State Architect closeout with certification, Notice of Completions are required. All work has been inspected and completed to the satisfaction of staff. Funded by Developer Fees.

CUSD Strategic Plan Pillar 5: Effective Operations

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

26. AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT NO. I1011014 WITH PLACEWORKS:

Page 411
EXHIBIT 26

Approval of Amendment No. 2 to Independent Contractor Agreement No. I1011014 for on-call California Environmental Quality Act Compliance (CEQA) services, as needed by the District. This contract is amended to increase the annual not-to-exceed amount to \$100,000, for additional services related to Esencia K-8 School, funded by Developer Fees. All other terms and conditions of the contract remain the same.

CUSD Strategic Plan Pillar 5: Effective Operations

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

27. AWARD BID NO. 1415-14, MOBILE SURVEILLANCE SYSTEM, SOFTWARE, AND INSTALLATION FOR SCHOOL BUSES, SEON SYSTEMS SALES, INCORPORATED:

Page 427
EXHIBIT 27

Approval of Award of Bid No. 1415-14, Mobile Surveillance System, Software, and Installation for School Buses to Seon Systems Sales, Incorporated. Fifteen vendors registered and downloaded documents; four bids were received and opened on September 22, 2014. The lowest bid for the system was submitted by 247 Security, Incorporated, but in some critical areas their product did not meet the minimum required specifications. The bid included very detailed, particular specifications because of the District's desire for specific system features, capabilities, and ability to integrate with the existing systems. The bid submitted by 247 Security, Incorporated, was deemed non-responsive because the minimum specifications and requirements were not met in some areas. Seon Systems Sales, Incorporated, is the lowest responsive, responsible bidder. This bid provides the District with a unit price for equipment, software, installation, and training for mobile surveillance systems, as needed by the District. The term of the base contract is November 13, 2014, through November 12, 2015, with two one-year renewal terms, at the option of the Board of Trustees. The total contract term is not-to-exceed three years. The initial expenditure to equip 74 buses utilizing this contract is approximately \$300,000, funded by District Medi-Cal funds and the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

28. EXTENSION OF INDEPENDENT CONTRACTOR AGREEMENT WITH ALPENSAPRUCE SOFTWARE, INCORPORATED:

Page 461
EXHIBIT 28

Approval of the Extension of Independent Contractor Agreement No. I1112088 with AlpenSpruce Software, Incorporated, to provide services related to the development, training, and deployment of SharePoint software, as required by the District. The consultant will provide services at the previously negotiated reduced pricing for the renewal period. Annual expenditures under this contract are limited to \$75,000, paid by the general fund.

CUSD Strategic Plan Pillar 5: Effective Operations

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

29. DENIAL OF PETITION FOR AN APPLICATION FOR LEAVE TO PRESENT A LATE CLAIM NO. 14-18242 DP:

Denial of Petition for an Application for Leave to Present a Late Claim No. 14-18242 DP. This item pertains to a Petition for an Application for a Leave to Present a Late Claim filed against the District by Bremer Whyte Brown & O'Meara LLP, on behalf of Rob Crowe and Virginia Crowe, parents of a minor student. Due to the confidential nature of this item, the supporting information for this item is provided to Trustees under separate cover. Denial of this petition for an Application Leave to Present a Late 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

30. ADVERTISE REQUEST FOR PROPOSAL NO. 4-1415, ONLINE CURRICULUM FOR VIRTUAL SCHOOLS:

Approval to advertise Request for Proposal (RFP) No. 4-1415 to provide online curriculum for the District's virtual schools: California Preparatory Academy (grades 9-12) and Capistrano Virtual School (grades TK-8). This RFP will enable the District to provide online courses at the virtual school sites allowing students to complete some or all of their regular course of study in an online setting. The District is searching for a comprehensive, integrated, full-featured, web-based program. The total annual expenditure under this contract is estimated to be \$120,000. The funding source will be determined once the cost of each program is known. Due to the size, the RFP documents will be posted online on the District Board Agendas and Supporting Documentation page.

CUSD Strategic Plan Pillar 3: Academic Achievement & Enrichment

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

31. AWARD REQUEST FOR PROPOSAL NO. 2-1415, INVESTIGATION SERVICES, ESI INTERNATIONAL, INCORPORATED; AND FULKRA INCORPORATED:

Approval of Award of Request for Proposal No. 2-1415, Investigation Services to ESI International, Incorporated, and Fulkra Incorporated. The District received five proposals. ESI International and Fulkra were selected based on having a variety, range, and depth of experience working with school districts. The proposals recognized and highlighted the sensitivity of such investigations, and the understanding of the laws and policies school districts must adhere to when conducting investigations and reporting findings. The term of the base contracts is November 13, 2014, through November 12, 2015, with two one-year renewal terms, at the option of the Board. The total contract terms are not-to-exceed three years. The contracts provide for external investigation services, as needed, not-to-exceed \$50,000 annually, funded by the general fund. When finalized, the contracts will be brought forward for Board approval. The proposals, 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

PERSONNEL SERVICES

32. 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

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EXHIBIT 32

33. 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

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EXHIBIT 33

34. QUARTERLY REPORT – WILLIAMS SETTLEMENT UNIFORM COMPLAINT:

Acceptance of Williams Settlement First Quarter Report. As a result of the Williams Settlement, Education Code §35186 mandates school districts establish policies and procedures to resolve deficiencies related to textbooks and instructional materials, teacher vacancies or misassignments, facility conditions posing a threat to student/staff health or safety, and instruction and services for the California High School Exit Examination. Furthermore, the law requires any deficiencies or complaints be reported to the Board of Trustees at a regularly scheduled public meeting each quarter. During the first quarter, no complaints were filed.

CUSD Strategic Plan Pillar 5: Effective Operations.

Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services

Motion by _____ Seconded by _____

ROLL CALL:

Student Advisor Akhil Patel ____

Trustee Addonizio _____ Trustee Hatton-Hodson _____

Trustee Bryson _____ Trustee Pritchard _____

Trustee Hanacek _____ Trustee Reardon _____

Trustee Alpay _____

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

ADJOURNMENT

Motion by _____ Seconded by _____

THE NEXT REGULAR MEETING OF THE BOARD OF TRUSTEES IS WEDNESDAY, DECEMBER 10, 2014, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA

For information regarding Capistrano Unified School District, please visit our website:

www.capousd.org

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

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

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

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

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

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

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

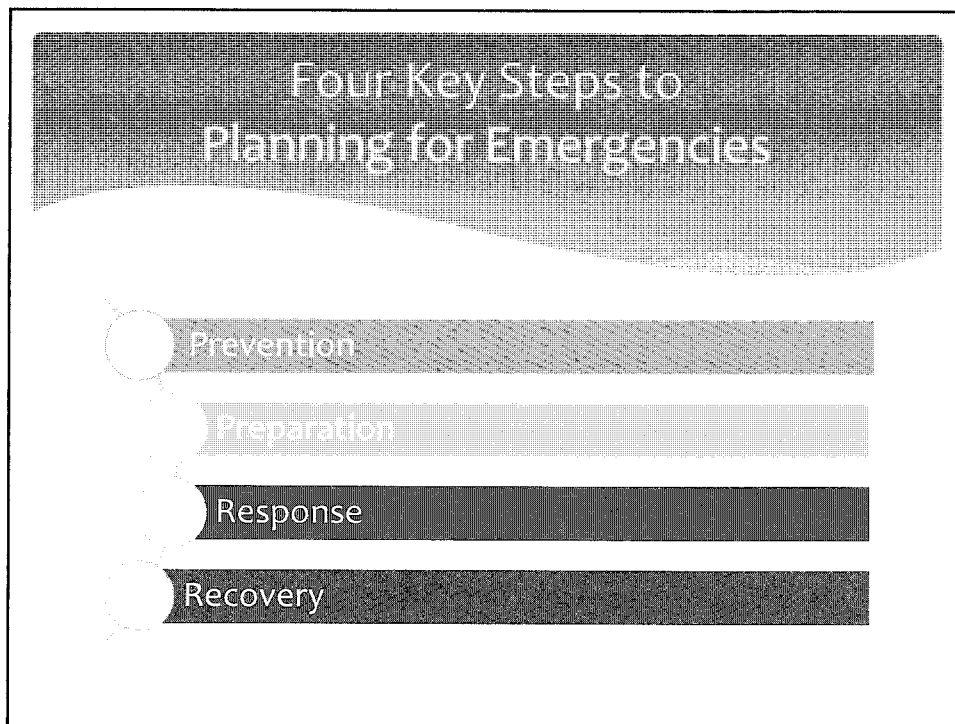
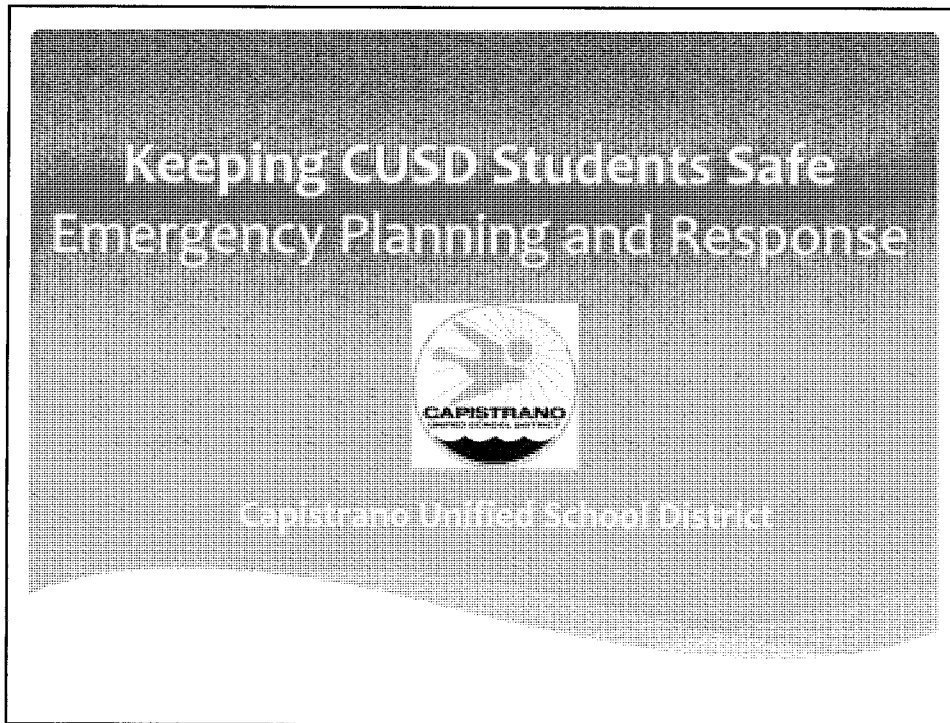
ORAL COMMUNICATIONS (Non-Agenda Items). Citizens may address the Board on any item not appearing on the agenda. Individual presentations are limited to three (3) minutes per individual, with twenty (20) minutes in total being devoted for this purpose, but could be less if there are a large number of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

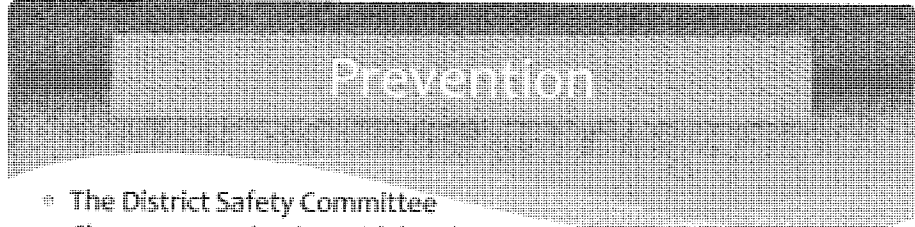
PUBLIC HEARINGS. Anytime the Board schedules a separate public hearing on any given topic, it shall not hear speakers on that topic before the public hearing, except as to the scheduling of the hearing, nor shall it hear speakers after the hearing, except as to changes in the policy or recommended actions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

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

REASONABLE ACCOMMODATION

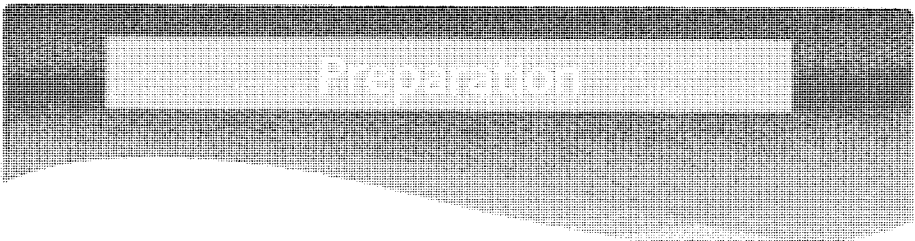
In order to help ensure participation in the meeting of disabled individuals, appropriate disability-related accommodations or modifications shall be provided by the Board, upon request, in accordance with the Americans with Disabilities Act (ADA). Persons with a disability who require a disability-related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





Prevention

- * The District Safety Committee
- * Close communication with local agencies, including:
 - Law Enforcement, The Fire Authority, Orange County Health Care, OC Emergency Management, OCDE, SONGS
- * School Sign-In/Out Sheets
- * Employee and Visitor Identification
- * Threat Assessments*
 - * SMART Team*
 - * Counseling Support*
- * Awareness and Support Programming
 - * Bullying & Cyber-bullying Programs
 - * Character Education Programs
 - * Positive Behavior Intervention and Support
 - * Student Connection to School
 - * Counseling/Student Study Teams



Preparation

- * Required Emergency Drills*
 - * Drop, Cover, Hold
 - * Lockdown
 - * Evacuation
 - * NIMS Drills
 - * Table Top Exercises with local agencies*
- * School and OCIAC Safety Plans*
- * District-wide Emergency and Crisis Plans for sites

Response

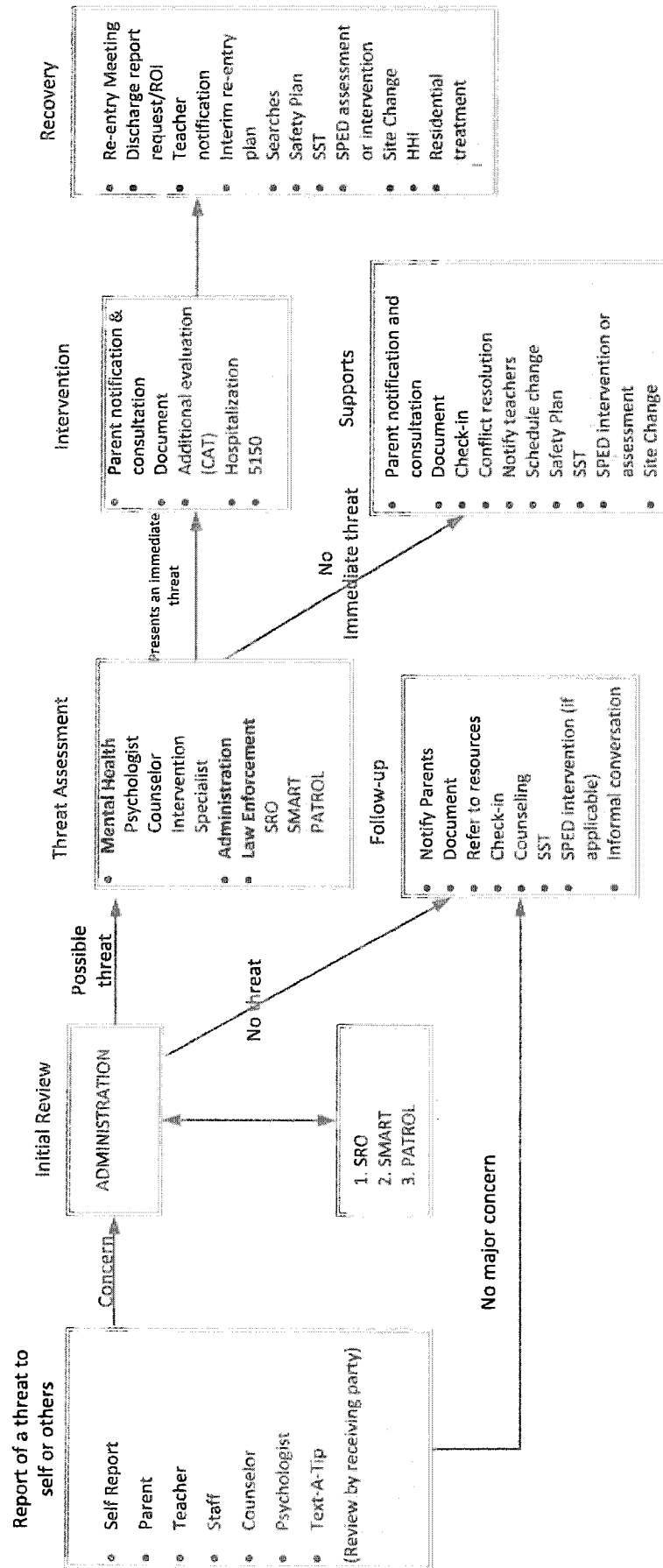
- * Emergency Operations Center at the District*
 - * Mobile Command Center
- * Identified Rally and Reunification Points*
- * Network of Community Partners
- * Crisis Response Plan
- * Counseling/Psychological Services Deployment Plan
- * Community Communication/Media Plan

Recovery

- * Debriefs after each incident
- * Lessons Learned
 - * More training and drills
 - * Staff Notification
 - * EOC Activation Levels*
 - * Hotline roll-over*
 - * Need for porta-potties
 - * Reunification process from site
 - * Updating and creating procedural sheets
 - * Site Sufficiency in handling issues
 - * Joint communications and planning with law enforcement

CAPISTRANO UNIFIED SCHOOL DISTRICT

Threat Assessment Protocol



Orange County Sheriff's Department
Southeast Operations
S.M.A.R.T.
School Mobile Assessment & Resource Team



The School Mobile Assessment and Resource Team was established as a component of the Orange County Comprehensive Multi-Agency Juvenile Justice Plan. The plan is made up of programs to reduce juvenile crime and delinquency.

SMART is organized as a subordinate component of Sheriff's Juvenile Services Bureau. The team fully dedicates its efforts toward the prevention of violence and criminal activity in and around schools where the Sheriff provides law enforcement services.

When to contact SMART

1. Death or violent threats made towards students, staff or school property.
This includes *drawings, writings and social media.*
2. Weapons possession or violations on school campuses.
3. Violent crimes on campuses regardless of school being in session.
4. Students verbalizing suicidal threats or intentions involving weapons or acts of violence.
5. Persons whose behavior or communications pose a threat to school safety.
Students attempting to obtain weapons, making destructive devices, or displaying behaviors that raise the level of concern.
6. Student assaults on staff members or staff assaults on students.
7. School Lockdowns.
8. C.I.R.T. responses.

If there is any question on whether SMART should be contacted please call any team member.

Sgt. Dahl – 949-283-0536
jcdahl@ocsd.org
Deputy Claypool – 949-283-2724
dclaypool@ocsd.org

Inv. Kurimay – 949-283-2714
dmkurimay@ocsd.org
Deputy Braham – 949-309-7888
dabraham@ocsd.org



Student Support Resources

CUSD is developing a more defined, tiered structure of student support the following areas: academic, behavior, and guidance/counseling, and educationally related mental health services. Our goal is to enhance our proactive support systems for students and families of CUSD. Our student support resource staff is focused on five specific areas:

- Providing students with a safe place to talk to a professional about their concerns, questions and stressors
- Assisting students in analyzing their needs and plans, and helping them to make healthy, constructive choices
- Assessing students exhibiting potentially dangerous behaviors and ensuring the safety of students by referring them to trained colleagues and law enforcement, when appropriate
- Educating students and families regarding community resources that may support their needs
- Counseling students regarding their post-secondary interests and options to make more informed decisions

Attached is a summary of current counseling, mental health, and intervention resources for our students and families. The document details our CUSD support staff and resources, site staffing allocations, and our community-based organization partners. In the coming months, you will continue to see additional information regarding programs and services available to our students and families. Our goal is to ensure all CUSD students achieve in a safe, supportive, positive learning environment.

Secondary Staffing Allocations

Middle School	High School
.5 FTE Counselor (MFMS: 1.5 FTE)	1 FTE School Counselor
.5-1FTE Psychologist (based on enrollment & student demographics)	1-2.75 FTE Psychologist (based on enrollment & student demographics)
1-2 FTE Academic Advisors (based on size)	5 FTE Academic Advisors (SJHHS has 4)
1 FTE School Resource Officer (by family)	1 FTE School Resource Officer (by family)
1 FTE Intervention Specialist (by family)	1 FTE Intervention Specialist (by family)
4 FTE Behavior Intervention Assistants	4 FTE Behavior Intervention Assistants

CUSD Support Staff

School Counselor – Work with students in crisis to evaluate needs, provide individual and group counseling and assist in dealing with student behavior management and welfare and attendance concerns.

School Psychologist – Meet with individual students in crisis situations to evaluate needs and provide follow-up, perform individual psycho-educational assessment and prepare recommendations for student placement and interventions; counsel students in small groups and consult with site staff in developing plans to overcome learning and behavioral disorders.

School Resource Officers – Promote responsible behavior, understanding and respect for law enforcement; work closely with the Sheriff’s Department in matters related to students, the school, and the community. Make referrals to community and juvenile agencies.

CUSD Intervention Specialist – Provide individual or group counseling and assist staff and parents in developing strategies to address social, emotional, and behavioral problems. Assist IEP teams, students/staff with behavior management, welfare and attendance concerns. Assist parents in accessing and utilizing community resources.

Academic advisors – Conduct parent/student conferences; monitor and notify students and families about student progress toward graduation.

Behavior Intervention Assistant - Assist site personnel in addressing the needs of students displaying significant behavioral concerns, develops and implements behavioral strategies and plans; provide consultation to staff in monitoring intervention effectiveness.

CUSD Resources

Gang Reduction Intervention Partnership (G.R.I.P.) - CUSD is proud to partner with the Orange County District Attorney’s Office, the Orange County Sheriff’s Department and numerous community organizations in implementing the Gang Reduction Intervention Partnership. G.R.I.P. works with ten schools in CUSD implementing targeted gang prevention strategies to at risk youth, families and communities. The focus of G.R.I.P. is community engagement and education through mentoring, attendance checks, and case management for at-risk youth.

Alternative to Suspension (ATS) - The Capistrano Unified School District Alternative to Suspension program is a district operated classroom for students grades 7 – 12, who are suspended for §48900 Education Code violations. The students are under the supervision of a credentialed teacher and counselor who provide academic guidance and individual and group counseling. Students who successfully complete the program will not reflect a suspension from school on their attendance record unless the student is pending expulsion.

ATS contact number 949-234-9344

PRYDE - Pepperdine Resource, Youth Diversion, and Education (PRYDE) is a prevention, intervention, and counseling program available for little or no cost to at-risk youth and their families in the following Orange County cities: Aliso Viejo, Dana Point, Laguna Hills, Laguna Niguel, Lake Forest, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano. The program includes: Individual, Group & Family Counseling; Drug, Alcohol & Tobacco Education; Conflict Management & Resolution; training and academic monitoring.

PRYDE contact number 949-425-1911

The Drug Free Communities Program - A community coalition that facilitates members' participation in local alcohol and drug prevention efforts in Dana Point and Laguna Beach. In addition, Tesoro, SJHHS, and SCHS participate in a campaign to increase awareness of the benefits of a smoke free environment.

www.ncaddec.org

Community Service Programs Full Service Partnerships - CSP's Full Service Partnerships coordinate the service delivery for youth and families who are at-risk. Youth and their families meet regularly with experienced clinicians and case managers to resolve and overcome problems, challenges and difficulties. A full service team assists youth and their families with positive youth development by reducing juvenile crime, truancy, substance use, emotional distress and impairments resulting from unmanaged mental illness.

CSP's contact number 714-842-6600

Family Resource Center - The South Orange County Family Resource Center offers parenting classes for CUSD families.

FAMILY RESOURCE CENTER contact number 877-459-3627

Parent project - Local OCSO School Resource Officers (SROs) are offering parents a 10-week program designed to help them communicate effectively with their teens. While the program targets parents with difficult teens, it is program that would be helpful for any parent. Topics covered by The Parent Project will include argumentative children, improving school attendance and performance issues, and preventing alcohol and drug abuse.

PARENT PROJECT contact number 800-372-8886

DECISIONS - A legal awareness diversion program for juveniles ages 12-17. The program is held on two consecutive Tuesdays at a maximum security jail. A parent/guardian must attend with the minor. The goals of the program are to; teach juveniles the process and importance of good decision making, educate parents about their legal rights and responsibilities concerning their children, inform participants about the realities of incarceration and probation and dissuade youth from continuing to break the law.

DECISIONS contact number 949-303-9016

Juvenile Alcohol and Drug Education Program - A 12 hour course focused on the effects of substance abuse. Provides drug testing and counselling services.

JADE contact number 949-303-9016

Is Your Teen at Risk - The Is Your Teen at Risk program is an ongoing collaborative effort between the Orange County Sheriff's Department, Orange County Fire Authority, California Highway Patrol, the Capistrano Unified School District, PTSA and others who serve our youth. The format of the Is Your Teen at Risk program varies between a panel of speakers who address concerns specific to the community, to a "workshop" format where different topics are presented individually. Current street drug trends, substance abuse, teen driving, Internet safety, and school violence prevention are among discussion topics.

IYTAR contact number 714-647-1806

OC ACCEPT- Orange County Acceptance through Compassionate Care, Empowerment, and Positive Transformation (OC ACCEPT). OC ACCEPT provides community-based mental health and supportive services to individuals who are struggling with identify and the people important in their lives. OC ACCEPT seeks to provide a safe environment with acceptance and compassion for individuals to express their feelings, build resilience, be empowered, and connect with others for support. OC ACCEPT offers following services: individual and family counseling, resource and community service linkages, positive social activities, support groups, free trainings.

OC ACCEPT contact number 714-517-6100/6139

The Center OC- The Center OC Youth provides youth and allies of Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQ) a space where they are safe, supported and celebrated. The Center offers social groups, community events, and advocacy for youth leadership programs.

THE CENTER OC contact number 714-953-5428 Counseling X330

Gay Lesbian Straight Alliance Network (GLSAN)-

The goal of GLSAN is to have every student, in every school, be valued and treated with respect, regardless of their sexual orientation, gender identity or gender expression. GLSAN believes that all students deserve a safe and affirming school environment where they can learn and grow.

accomplishes our their goals by working in hallways across the country -- from Congress and the Department of Education to schools and district offices in your community -- to improve school climate and champion Lesbian, Gay, Bisexual, Transgender, Queer (LGBT) issues in K-12 education.

- GLSAN conducts extensive and original research to inform our evidence-based solutions for K-12 education.
- GLSAN authors developmentally appropriate resources for educators to use throughout their school community.
- GLSAN partner with decision makers to ensure that comprehensive and inclusive safe schools policies are considered, passed and implemented.
- GLSAN partners with dozens of national education organizations to leverage our shared expertise into creating great schools and better opportunities for every student.
- GLSAN empower students to affect change by supporting student-led efforts to positively impact their own schools and local communities.

Every day GLSEN works to ensure that LGBT students are able to learn and grow in a school environment free from bullying and harassment. Join us as we transform our nation's K-12 schools.

GLSEN contact number 212-727-0135

OC Human Relations Council-

OC Human Relations provides programs in collaboration with schools, individuals, cities, businesses, foundations and the county to support a vision of an Orange County where our diversity is realized as a source of strength.

OC Human Relations envision a community where all people feel valued and included, and we are about the business of creating the model programs that can bring life to our vision.

OC Human Relations provides proactive, inter-group relations and violence prevention programs in schools and communities throughout Orange County. Their programs reach more than 50,000 Orange County residents annually.

To reach these objectives OC Human Relations offers three major programs that form the foundation of their work: BRIDGES School Program, Community Building & Dispute Resolution.

The OC Human Relations Bridges School Program:

- Is developing diverse leaders through programs that empower people to have a voice in the decision making processes of the institutions that affect their lives.
- Is mediating conflict by encouraging dialog as an alternative to violence and litigation.
- Is building understanding and respect among diverse communities, law enforcement and residents so we can discover that we have more in common as human beings than that which separates us into isolated groups.

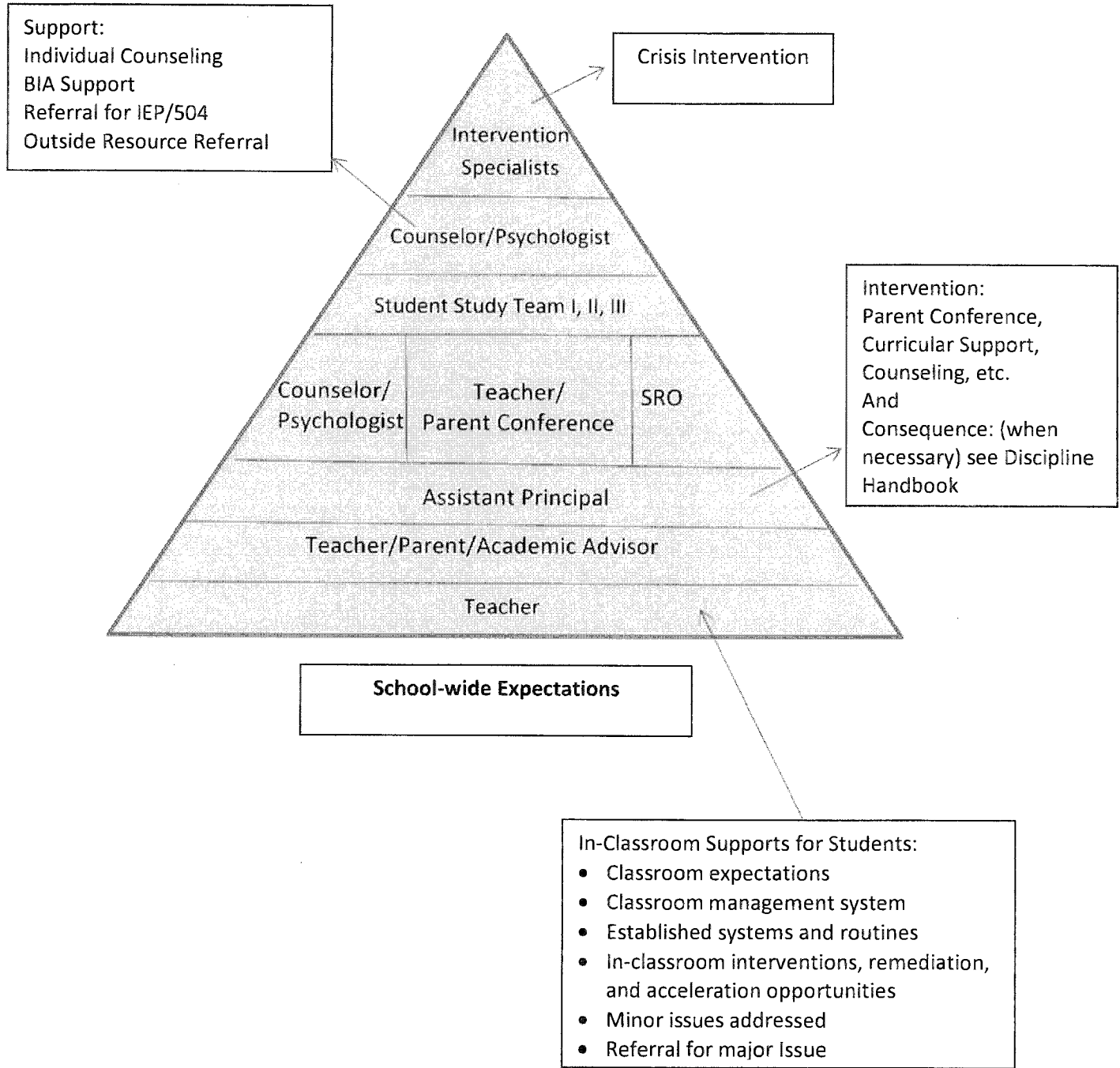
- See more at: <http://www.ochumanrelations.org>

Parents and Friends of Lesbians and Gays (PFLAG)-

PFLAG promotes the health and well-being of lesbian, gay, bisexual and transgender persons, their families and friends through: support, to cope with an adverse society; education, to enlighten an ill-informed public; and advocacy, to end discrimination and to secure equal civil rights. Parents, Families and Friends of Lesbians and Gays provides opportunity for dialogue about sexual orientation and gender identity, and acts to create a society that is healthy and respectful of human diversity.

- See more at: <http://community.pflag.org>

Student Referral Process





CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

October 1, 2014

TO: All School Principals
FROM: Mike Beekman, Executive Director, Safety and Student Services
SUBJECT: EMERGENCY DRILLS

Ensuring student safety is a primary concern in the Capistrano Unified School District. Practicing emergency drills is one way in which we prepare for emergency situations.

Below are the requirements pursuant to Board Policy 6114 and 6114.3 that schools must follow regarding emergency drills:

EVACUATION/FIRE DRILLS

Elementary Schools	Once per month
Middle Schools	Four times per year
High Schools	Twice per year

DROP, COVER AND HOLD DRILLS

Elementary Schools	Once per quarter
Middle Schools	Once per semester
High Schools	Once per semester

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) DRILL

Elementary Schools	Once per year
Middle Schools	Once per year
High Schools	Once per year

LOCKDOWN DRILLS

Elementary Schools	Twice per year
Middle Schools	Twice per year
High Schools	Twice per year

Upon completion of each of your drills you should submit a B-50 form, which is available on the District website under forms.

Note: This year we are continuing to implementing the Deny Access, Evade, Engage (DEE) lockdown system. While conducting your lockdown drill:

- Inform your staff to secure themselves in their room using the standard lockdown/deny access procedures.
- If staff and students are in the hallways or are outside on patios or sports fields, direct them toward the closest offsite assembly (rally) point. They should be met by a staff member prior to exiting campus and directed to stay in that area until the all clear is sounded.
- Scenarios that would necessitate the engage portion of the plan should not be used.

GREAT CALIFORNIA SHAKE OUT

This year, each District school will participate on the October 16, 2014. Your site has already been signed up. Please conduct a drop, cover and hold drill at 10:16 a.m. Then, you may consider transitioning into an evacuation drill. Be sure to caution your staff that they should assess their route prior to evacuating, especially being aware of overhead hazards. Once at the assembly area, the NIMS procedure may be implemented with your staff assuming their predetermined NIMS assignment. This will complete three of your drills in one scenario.

Principals will have discretion of the extent of play they wish to have in the NIMS drill. You may elect to have injured students, conducting extrications and first aid or you can just have your staff assume their assignments.

The District EOC will be activated and we will have a roll call on the EOC radios. Be sure to have a staff member available to respond via radio.

At the completion of the drill be sure to submit your emergency drill report form (B-50 form) indicating the completion of the drop, cover and hold drill, evacuation/fire drill and NIMS drill.

Thank you for your assistance in keeping our school communities safe.

DON JUAN AVILA MIDDLE AND ELEMENTARY SCHOOL TABLETOP EXERCISE

Unified Command Exercise



OBJECTIVES

- To familiarize other agencies with the procedures, resources and tactics to be implemented in an emergency.
- To ensure the procedures and tactics are compatible with the plans of each organization.
- To work cohesively as a Unified Command unit allowing each organization to take the lead at the appropriate time.
- To implement the use of a security surveillance system as a tool to support the command function.

PARTICIPANTS

- Aliso Niguel High School Administration
- Aliso Viejo Police Services
- Capistrano Unified School District Office
- Orange County Fire Authority
- Orange County Sheriff's Juvenile Services
- Orange County Intelligence Assessment Center

SCENARIO

At 8:36 a.m. a phone call comes into Don Juan Avila Middle School front office. The number comes up as restricted. A man's voice simply states "I am going to blow up your school today" and immediately hangs up.

**DON JUAN AVILA MIDDLE AND ELEMENTARY SCHOOL
TABLETOP EXERCISE**

DJAMS/DJAES SCHOOL ADMINISTRATION

What are your priorities and objectives?

By what means do you execute your objectives?

FIRST RESPONDING DEPUTIES

What are your priorities and objectives?

What will you do with the resources available?

CUSD DISTRICT OFFICE

What are your priorities and objectives?

What resources will be deployed to assist the site?

SCENARIO

By 9:38 a.m. administrators and law enforcement have done an initial search of the school and nothing has been found.

UNIFIED COMMAND (AV LT., BATTALION 6, DO LIAISON)

- Where is the command post set-up?
- ICS Flow Chart?
- What are your priorities and objectives?
- What resources have been requested?
- How long will it take for those resources to get on scene

SCENARIO

**DON JUAN AVILA MIDDLE AND ELEMENTARY SCHOOL
TABLETOP EXERCISE**

By 9:55 a.m. the bomb dogs have arrived at the school. The first dog is deployed and immediately alerts on a vehicle parked right next to room 705.

DJAMS/DJAES SCHOOL ADMINISTRATION

What are your priorities and objectives?

By what means do you execute your objectives?

CUSD DISTRICT OFFICE

What are your priorities and objectives?

What resources will be deployed to assist the site?

UNIFIED COMMAND (AV LT., BATTALION 6, DO LIAISON)

- ISSUES:
 - Site communications to classrooms
 - How will you use the technology available on campus?
 - How do you evacuate staff and students?
 - Where are they evacuated to?
 - What is the reunification process?
 - How is the media going to be handled?
 - When will you be giving press conferences?
 - How can the district help you in identification and investigation?





CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

August 22, 2014

TO: All School Principals

FROM: Mike Beekman, Executive Director, Safety and Student Services 

SUBJECT: **SCHOOL SAFETY PLANS 2014 - 2015**

Each year every school site is required to submit a *School Safety Plan* (per Senate Bill 187). The School Safety Plans include the following:

- A. School Crime Assessment
- B. Child Abuse reporting (BP 5171 and AR 5.7)
- C. Suspension/Expulsion Procedures (BP 5152 and AR 5.11)
- D. Discipline Plan/Student Handbook
- E. Disaster Procedures (BP 6114.3)
- F. Notice of Dangerous Students Procedure
- G. Discrimination and Harassment Policy (BP 5183 and 4219.1)
- H. Safe and orderly environment documentation (BP 5154 and AR 3.2)
- I. Emergency Response Plan

This year your plans are due by October 10, 2014. The safety plans should be submitted electronically on the District's U drive in the Safety Plan folder. Most of the requested contents of the plan should be readily available from last year's plan.

Item I, the Emergency Response Plan will include the following items (in this order):

1. School Site Security / Hazard Assessment (District template attached)
2. The School Evacuation Plan (includes the buddy system plan and sweep teams)
3. National Incident Management System (NIMS) – formerly known as the SEMS plan
Complete the District template provided, submit an organizational chart
4. Administrator contact telephone numbers (including all mobile phone numbers)
5. Bell schedule (daily and minimum day)
6. Phone directory (with the phone numbers of each classroom)
7. General site map (include door swings and compass orientation)
8. An evacuation routes map and alternate evacuation sites map (including street names)
9. Utility shut-off map
10. NIMS site layout map
11. Release/Reunification Plan
12. Aerial photographs (available on CUSD-ER)
13. Supply inventory

14. Disabled Student's Evacuation Plan
15. A list of all students who receive medication, what medication, what dose, and when they receive it
16. Emergency Drill Schedule
17. A Google area map indicating the location of your school's rally (emergency assembly) points
18. Identify all of the locations that can access the PA system and process for accessing the PA (code)
19. Identify your alternative communication systems to be used to notify staff and students if the PA is not available

If you are on a campus that has a middle school and elementary school, the emergency response plan may be integrated.

School Safety Plans should be available in the office for review upon request. Item I, the Emergency Response Plan, is exempt from review because of its tactical implications - Education Code §32281(f).

Education Code §32286, states that School safety plans should be reviewed by the School Site Council or Safety Planning Committee annually due by March 1st. In March, each site will receive a verification form which will attest that your School Site Council or Safety Committee has reviewed the School Safety Plan. Any amendments to the plan can be submitted at that time.

If needed, I will be glad to assist you or your staff in completing your School's Safety Plan. Please call me directly to set up an appointment.

Thank you, in advance, for your cooperation and support in the process of creating a safe environment for our children.

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California



Critical Incident Start-Up Response Checklist

- Once notification is received, the recipient shall contact Connie Scott, Jane Boos or Lenore McCormick who will notify Cabinet, their secretaries and Mike Beekman by phone, e-mail and text.
- Cabinet reports to the Superintendent's Conference Room.
- The Superintendent/Incident Commander (IC) with input from Cabinet determines if there is to be an EOC activation or what level should the EOC be activated to:
 - Level 1** A full activation with the Policy Group, Operations Center and Hotline Center deployed. Areas to be utilized are the Superintendent's Conference room, the Operations Center and the Hotline Area.
 - When deployed: for a significant earthquake, active shooter, etc.
 - Level 2** The Operations Center and Hotline Center are deployed. The IC and is in the operations room and makes all major decisions. There is no Policy Group. Two Rooms are utilized; the Operations Center and Hotline area.
 - When deployed: for a bomb threat, fire, etc.
 - Level 3** The Hotline Center is the only area activated. The purpose is to assist a school site with communications. The Hotline is the only area used.
 - When deployed: for a school closure, graduation venue moved, prom cancelled, etc.
- Incident Commander assigns EOC positions.
- Notify essential staff (Education Division/TIS/M&O Directors) via phone tree or PA.
- Send Law Enforcement Liaison to command post at the site.
- Notify EOC staff/set-up hotline center (check hotline message).
- Activate all positions in the EOC, Hotline Center and reunification staff as needed, identifying vests should be worn.
- Utilize the EOC Flowchart to route communication and response flow. Refer to EOC Manual for check lists.
- Arrange for transportation for the entire staff and student body (utilize CUSD transportation and contact county EOC for mutual aid).
- Send the following staff to the site (as appropriate)
 - Site Liaison/Education Division Director
 - Locksmith (with master keys)
 - Night Custodian
 - Phone/TIS Technician
 - District Nurse
 - Psychologist/Counselors
- Identify potential reunification site and send advance team.
- Send Mobile Command Unit to incident site or reunification site.
- Prepare communication networks (Connect-Ed, ListServ, Website, Radio, TV).
- Develop and send initial statement to parents.
- Send PIO to media area or Joint Information Center (JIC).
- The Policy Group /IC reviews operational objectives.



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

REUNIFICATION SITES

- 1. Laguna Niguel Stake Center**
22851 Aliso Creek Road, Aliso Viejo, CA 92656
- 2. Laguna Niguel Stake – Alicia Building**
28291 Alicia Parkway, Laguna Niguel, CA 92677
- 3. Laguna Niguel Stake – Ladera Ranch Building**
26176 Antonio Parkway, Rancho Santa Margarita, CA 92688
- 4. Mission Viejo Stake Center**
27976 Marguerite Parkway, Mission Viejo, CA 92691
- 5. Mission Viejo Stake- Los Alisos Building**
23850 Los Alisos Blvd., Mission Viejo, CA 92691
- 6. San Clemente Stake Center**
310 Ave Vista Montana, San Clemente, CA 92672
- 7. San Clemente Stake - Shorecliff Building**
470 Camino San Clemente, San Clemente, CA 92672
- 8. Rancho Santa Margarita Stake Center**
30522 Via Con Dios, Rancho Santa Margarita, CA 92688
- 9. Rancho Santa Margarita Stake – Altisima Building**
29441 Altisima, Rancho Santa Margarita, CA 92688
- 10. Norman Murray Community and Senior Center**
24932 Veterans Way, Mission Viejo, CA 92692
- 11. St. Regis Hotel**
1 Monarch Beach Resort, Monarch Beach, CA 92629
- 12. Saddleback Church**
1 Saddleback Parkway, Lake Forest, CA 92630
- 13. Saddleback Church - Rancho Capistrano**
29251 Camino Capistrano, San Juan Capistrano, CA 92675
- 14. Temple Beth El**
2 A Liberty, Aliso Viejo, CA 92656
- 15. Transportation North - CUSD**
2 B Liberty, Aliso Viejo, CA 92656
- 16. San Clemente Stake – Transportation Yard**
26126 Victoria Blvd., Capistrano Beach, CA 92624
- 17. Oaks Polo Fields**
29500 Ortega Highway, San Juan Capistrano, CA 92675
- 18. K Mart**
550 Camino De Estrella, San Clemente, CA 92672
- 19. Orange County Fair Grounds**
88 Fair Drive, Costa Mesa, CA 90262



CAPISTRANO UNIFIED SCHOOL DISTRICT EMERGENCY OPERATIONS CENTER ACTIVATION LEVELS

- Level 1** A full activation with Policy Group, Operations Center and Hotline Center deployed. Areas to be utilized are the Superintendent's Conference Room, the Operations Center and the Hotline Area.
- When deployed: for a significant earthquake, active shooter, etc.
- Level 2** The Operations Center and Hotline Center are deployed. The IC is in the operations room and makes all major decisions. There is no Policy Group. Two rooms are utilized; the Operation Center and Hotline Area.
- When deployed: for a bomb threat, fire, etc.
- Level 3** The Hotline Center is the only area deployed. The purpose is to assist a school site with communications. The Hotline is the only area used.
- When deployed: for a school closure, graduation venue moved, prom cancelled, etc.



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

HOW TO TRANSFER A SCHOOL PHONE LINE TO THE EOC PHONE BANK

CISCO:

Step 1 Press the **CFwdAll** soft key. You should hear two beeps.

Step 2 Enter 9+949-234-5575 (EOC PUBLISHED PHONE LINE) to which you want to forward all your calls. A flashing right arrow appears in the upper-right corner of the LCD, indicating that "All Calls" are being forwarded. The LCD also displays a message with the phone number to which the calls are being forwarded.

To CANCEL forwarding of all calls, press the **CFwdAll** soft key. You should hear two beeps and see that the flashing arrow no longer displays in the upper-right corner of the LCD, indicating that call forwarding is not active.

OTHER PHONE SYSTEM:

Step 1 From the line you would like to forward, enter *72 you should hear two beeps.

Step 2 Enter 9+949-234-5575 (EOC PUBLISHED PHONE LINE) to which you want to forward all of the school's calls

To CANCEL forwarding of all calls press *73.

The phone line can only be forwarded to one phone line. If forwarded to an English EOC line then the call will be transferred by an EOC staff member to a Spanish EOC line if needed.

Recommendation of District Goals and Objectives 2014-2015

Board Meeting
November 12, 2014

Capistrano Unified School District

Vision

Educated, responsible, and confident citizens succeeding in a global society



Mission

The Capistrano Unified School District, with support from our community, prepares students to achieve academic and personal success while becoming responsible citizens and lifelong learners



Recommended District Goals and Objectives 2014-2015

1. Create and Implement a “Road to Recovery”
 - a. Define a three-year budget plan that allocates resources by priority area
 - b. Complete negotiations with CUEA and CSEA

Recommended District Goals and Objectives 2014-2015

2. Improve Facilities through both Short- and Long-Range Planning
 - a. Enhance the online work order system by implementing an interactive system
 - b. Create a five-year deferred maintenance plan
 - c. Define “refurbished” for CFD dollars with Trustees and bring back a recommendation for CFD allocation for short- and long-term facilities needs
 - d. Examine long-term options for CFDs and other financial vehicles to resolve facilities issues

Recommended District Goals and Objectives 2014-2015

3. Implement Programs and Services to Increase Academic Achievement for All Students
 - a. Create an English Learner Master Plan
 - b. Create a Continuum for Intervention Support

Recommended District Goals and Objectives 2014-2015

4. Implement our Local Control Accountability Plan (LCAP)

- a. Implement Year 2014-2015 Goals
- b. Re-examine the five goals and bring back a revised plan to Trustees in Spring 2015

Recommended District Goals and Objectives 2014-2015

5. Prioritize Programs and Investments
 - a. Examine possible redundant and duplicative programs and services to recommend the reallocation of funding
 - b. Examine every budget allocation to prioritize programs and services

BOARD MINUTES

The Superintendent, as Secretary of the Board of Trustees, or his/her designee, shall keep minutes and record all official Board actions. (Education Code §§35145, 35163)

The minutes shall ~~record~~ serve as a permanent District journal of all motions, or resolutions, other formal decisions of the Board, the recommendations of the administration, and the substance of any Board discussion or the substance of statements pertinent to Board District business made by members of the public.

The ~~original copy of the~~ minutes shall be agendized for approval by formal action of the Board of Trustees, and signed by the Secretary ~~of the Board and approved by the C~~lerk of the Board of Trustees to become official minutes. ~~Official minutes shall be bound in chronological order, by fiscal year and paged consecutively.~~

The following documents shall be ~~bound~~ included with the official minutes and referred to in the text of the minutes to which they apply:

1. ~~Original copies of A~~ll resolutions ~~unless required by other agencies, in which case photocopies of the originals may be substituted~~ considered by the Board.
2. ~~Original copy of A~~ll budget transfers considered by the Board.
3. ~~Copies of any A~~ll documents ~~determined approved by the Board to be attached accompany and form a part of t~~o the official minutes.
4. Subject to Board approval, all Other documents ~~which, in the opinion of the secretary, are the Superintendent or his/her designee believes to be necessary to fully substantiate or record Board action~~ contained in the minutes.

In addition to the official minutes, an additional signed copy of all minutes and attached documents shall be ~~maintained~~ kept in the office of the Board secretary.

~~Official Board minutes and the master copy of the policy manual shall be stored in a fire-proof location.~~

~~Copies of the minutes of each regular or special meeting shall be distributed to all Board members with the agenda for the next regular meeting.~~

Official minutes are the District's permanent journal of decisions and shall be available on the District's website for public examination.

BOARD MINUTES (continued)

Recording of Votes

~~All motions, or resolutions, or other formal Board actions shall be recorded as having passed or failed in minutes as prescribed by law. Individual votes shall be recorded unless the action was unanimous. All motions and Board resolutions shall be numbered consecutively from the beginning of each fiscal year.~~

Recording Devices

~~An audio recording shall only be made of the open session for all regular and special open session Board meetings. The presiding officer shall announce that a recording is being made at the beginning of the meeting, and the recorder shall be placed in plain view of all persons present, insofar as possible. All recordings shall be stored with the District's permanent records and be made available on the District's website for public examination. Recordings made during regular or special Board meetings are public records. Closed session recordings are not required. All recordings, tapes, or discs shall be kept in a fire-proof location. (Government Code 54957.2)~~

~~Per Board Policy 1340, the cost of for copies of electronic/digital/video and/or audio files requested by members of the public shall be determined on an individual project basis.~~

Legal Reference:

EDUCATION CODE

35145 Public meetings

35163 Official actions, minutes and journals

35164 Vote requirements

PENAL CODE

632 Unlawful to intentionally record a confidential communication without consent of all parties to the communication

GOVERNMENT CODE

54957.2 Closed sessions; clerk; minute book

Bylaw

adopted: February 27, 1995

revised: August 13, 2007

revised: April 13, 2010

revised:

CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California

USE OF SCHOOL FACILITIES

PHILOSOPHY

The Governing Board of the District encourages the use of District facilities by community groups for purposes other than the conduct of the instructional program. The use must not interfere with the educational programs of the District and must be in compliance with the Civic Center Act ~~all laws, rules and regulations as established by the State of California~~ and restrictions as appropriate when determined by the District.

School related activities shall have activity priority in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

~~In general, such use shall be for the recreational, educational, scientific, literary, economic, political, artistic, or moral interests of the community, or for the discussion of matters of general or public interest.~~

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board’s approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and community. The approval for the use of school facilities shall not be interpreted that the Board, its Members and District staff has endorsed the event or its message.

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities on those days on which the school is closed. (Education Code 37220)

For the effective management and control of the school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities.
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary.
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work. There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325.

AUTHORITY

1. California law permits the governing board of a school District to grant the use of school buildings or grounds for public use. ~~The Board may also establish such terms and conditions of usage as it deems proper, subject to the limitations, requirements and restrictions set forth in the~~

USE OF SCHOOL FACILITIES (continued)

BP 1330(b)

~~Education Code of the State of California.~~ The Board, or Superintendent or designee, has the authority to adjust fees or exempt any group or organization from any and all fees for in-kind services. In-kind services may include gymnasium clean-up, stadium clean-up, and multi-purpose room clean-up.

2. Use of school property shall be under the supervision and control of a duly appointed representative of the District.
3. It is the duty of the representative of the District to see that District rules and regulations are enforced and to report any violations or attempted violations to the Executive Director, Maintenance and Operations.
4. Conditions stipulated related to consideration or allowance of an event, e.g., security, supervision, etc., are totally at the discretion of District staff.

BASIC GUIDELINES FOR THE USE OF SCHOOL FACILITIES BY GROUPS

1. Basic guidelines are set by law and the District to ensure that all individuals and groups receive equal consideration in the determination of access to school facilities and appropriate fees charged. Basic to this consideration is an obligation on the part of the District to review the following:
 - a. Determine whether a proposed activity or meeting is one within the purview of the Civic Center Act, for public, literary, scientific, recreational, educational, or public agency meetings, religious services for temporary periods, child care or day care programs, administration of examinations for the selection of personnel, supervised recreational activity, a community youth center, or a ceremony, patriotic celebration, or related education assembly conducted by a veteran's organization.
 - b. Determine whether a group requesting use of school facilities is organized for general character building or welfare purposes.
 - c. Determine whether the applicant will charge admission, collect money, or solicit dues.
2. All groups qualifying under the provisions of the Civic Center Act may use school facilities for nonschool purposes. Groups must adhere to the rules and regulations as set forth by the Board. In general, the subject matter of such meetings shall pertain to matters of general public interest.

PROHIBITED USE

1. State laws prohibit the use of school facilities for subversive, immoral, offensive or harmful purposes. The use of school facilities shall not be granted to persons, forums, operations, groups, clubs, or associations which:

USE OF SCHOOL FACILITIES (continued)

BP 1330(c)

- a. May, by such use, be reasonably expected to expose the property of the District to damage through excessive wear and tear, riot, mob action, or violence of any kind;
 - b. Any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States or of the state by force, violence, or other unlawful means;
 - c. Would use the property in a manner which would be contrary to the ~~best interests~~ of the District; or
 - d. Desires the use of facilities not consistent with the Civic Center Act or adopted Board policies.
2. The Superintendent, or designee, will approve or deny applications for the use of facilities as to the appropriateness of the request after initial review of the application by the school administrator of the facility desired.
3. Outside events will not be scheduled in conflict with school activities.
4. No person, group or activity may engage in the following:
- a. Consumption of alcoholic beverages.
 - b. Use of narcotics or drugs for purposes other than medical, and then only under the direct supervision of a duly licensed medical physician.
 - c. Fighting, quarreling, abusive language or noise of any kind which may be offensive to other activities or the neighborhood.
 - d. Activities which disrupt the daily operations of the District or the instructional program.

Violations of any of the conditions noted above shall be grounds for immediate revocation of the permit for use of such facilities. In the event of such revocation, all persons so affected shall immediately vacate the school facility.

5. Use of school facilities may be denied for any activity which might be considered dangerous or presents significant safety issues. The District may request the agency, e.g., Fire Department, Health Department, to review facilities requests, assuring compliance with all conditions of sanitation and potential fire hazards.

DEFINITION OF TERMS

1. Charitable Purposes

A charity is generally defined as an organization or institution engaged in gratuitous acts or works of benevolence to the needy. The following are examples of charitable purposes:

- a. Those organizations which exist solely for the purpose of gratuitously alleviating public distress, e.g., American Red Cross.
- b. Those organizations or groups which raise funds to give relief to specific classes or groups which because of unusual conditions are unable to help themselves, e.g., victims of a community fire.
- c. Groups directed and organized toward the benefit of needy persons or worthy projects.

2. Character Building Purposes

- a. Character building is the act of instilling acceptable qualities of morality in an individual, such as truth, honesty, moral vigor, kindness and mental and physical courage. Mental and physical self-discipline have always been considered desirable qualities of character and an organization formed to promote and build these concepts into the character of an individual, particularly a minor person, is properly defined as a character building organization, e.g., Boy Scouts. In addition, some athletic organizations which exist for the purpose of building discipline concepts of honesty, fair play, and physical courage qualify as "character building" organizations.

PRIORITY FOR FACILITY USE

Facilities utilization will be prioritized in the following manner (listed in order of priority):

- 1. Activities and programs directly related to the instructional and educational program(s) of the District.
- 2. Events or activities:
 - a. Designed to serve the youth and citizens of the individual school community which are planned and directed by school related groups and
 - b. Connected with community recreational programs.

USE OF SCHOOL FACILITIES (continued)

BP 1330(e)

3. Use by community organizations whose primary purpose is service to youth or the improvement of the general welfare of the community.
4. Use by individuals or groups who are eligible to rent the facilities for legitimate purposes and whose net receipts are not expended for pupil welfare or charitable purposes.

SAFETY/REASONABLE USE ISSUES

Safety/reasonable use issues are defined as follows:

1. A facilities use permit does not necessarily authorize the use of certain District or student body equipment. Furniture normally accessible will be available without permit. Arrangements for supervision, operation and payment for the use of any special equipment shall be noted at the time of the submission of the Facilities Use Application (DW-8) to the school administrator.
2. No structures may be erected or assembled on school premises nor may any extraordinary electrical, mechanical or other equipment be brought on the premises unless special approval has been obtained from the school administrator and Executive Director, Maintenance and Operations, at submission of the Facilities Use Application (DW-8).
3. Use of school facilities for nonschool purposes shall comply with all state, local fire, health and safety laws.

FEE STRUCTURE

1. Non-profit/Youth-serving Groups- Group A

a. "District expense only" shall be charged to non-profit/youth-serving groups whose organizations qualify under the Civic Center Act and who exist for purposes of general character building and welfare purposes. Organizations with a fee for participation may be asked to comply with the guidelines for a nonprofit organization as determined by the District. If special facilities or services are required at unusual times, or are requested or required at times when normal services are not available, the additional cost of providing such facilities and/or services may be charged. Organizations which qualify for "District expense only" include, but are not limited to, the following:

- (1) Parent-faculty organizations.
- (2) Foundations or organizations created for the purpose of benefiting the District.
- (3) Boy Scouts and Girl Scouts and affiliated organizations.

USE OF SCHOOL FACILITIES (continued)

BP 1330(f)

- (4) School employees' organizations.
- (5) Youth athletic organizations.
- (6) Recreational activities sponsored by city government and parks and recreation departments.
- (7) Boosters clubs.

Groups in this category such as Parent Teachers Organizations whose sole purpose is to support the students in this district shall be considered to have met the “in kind service” requirement.

b. Organizations requesting “District expense only” use of facilities may be asked to qualify under the following guidelines:

- (1) Must be registered as a nonprofit organization with the Secretary of State.
- (2) Must have an active board of directors or equivalent, none of whom shall receive compensation for their services.

Must use fees or donations for direct operating expenses of the requesting agency.

- (4) Must not have undistributed reserves that exceed a reasonable amount.
- (5) Must meet the interests and needs of a segment of the community.
- (6) Must generally be open to the public.
- (7) Must have a copy of by-laws/charter, philosophy, purpose of organization, available for review upon submission of request.
- (8) Must not involve activities which promote individual gain or reflect in nature a commercial enterprise.
- (9) Must be able to submit a financial report at the request of the District.
- (10) Must meet liability insurance coverage as established by the school District.

2. Non-profit Community Groups - Group B

- a. “Basic rental cost” shall apply to those organizations who charge admission fees or solicit contributions and the net proceeds are not totally expended for the welfare of the students of the District or for charitable purposes. The District charge shall be in

USE OF SCHOOL FACILITIES (continued)

BP 1330(g)

amounts sufficient to pay the cost to the District for supplies, utilities and salaries of School District personnel necessitated by the use. Organizations which qualify for “basic rental cost” include, but are not limited to, the following:

(1) An approved non-profit community group which chooses to use school facilities for a meeting where an admission is charged or where donation or contribution is solicited, and the net proceeds are not expended for welfare purposes or benefit of the students in the District. This would also include an organizational meeting that is closed to the general public.

(2) All other organizations which meet the legal requirements for usage of school facilities as set by education code.

b. Church Utilization

(1) Use of school facilities for religious services may be granted to organized church groups for a temporary period of time on a one-time or renewable basis.

3. Commercial Use - Group C

Use of facilities for commercial purposes shall apply to all citizens, associations, clubs or organizations which are not qualified for classification as District expense only users or as basic rental cost users, yet are formed for recreational, educational, political, economic, artistic, or moral activities. Any monies received may be used for purposes other than the welfare of the students in the District or charitable purposes.

a. The applicant shall be a responsible citizen or a responsible organization.

b. The purpose of the meeting shall be to engage in supervised recreational activities or to discuss any subjects and questions which pertain to the educational, political, economic, artistic, and moral interests of the citizens of the school community.

APPLICABLE ADDITIONAL REQUIREMENTS

1. The Federal government considers that group A and B applicants are receiving considerable assistance from the District and therefore must abide by all applicable Federal regulations.

2. Furthermore, in order to receive the benefits of the group A or B fee schedule from the District (significant assistance), the applicant must agree that:

a. They will not discriminate against any person on the basis of disability, race or ethnicity, nationality, gender, sexual orientation or religion.

USE OF SCHOOL FACILITIES (continued)

BP 1330(h)

- b. Where necessary and in order for an individual with disabilities to be able to participate effectively, the program will be reasonably modified, without increased cost to the participant.
 - c. The modifications or services must be provided unless doing so would fundamentally alter the nature of the program or present an undue burden. Any determination that participation would result in a fundamental alteration of the program or an undue burden, must be made on an individual basis.
3. No booking will be made which will interfere with any school function, since school activities necessitate the use school facilities. Previously reserved nonschool activities may, of necessity, require cancellation.
 4. The District will require the applicant to furnish comprehensive general liability insurance.
 5. All fees shall be paid by check or cashiers check. Checks shall be payable to the Capistrano Unified School District.
 6. Rental rates do not include ushers, stage-hands, cafeteria personnel, or other personnel of similar nature, but do include utilities and limited custodial services.
 7. All hours that the facilities are utilized will be billed at rates approved by the Board.

APPLICATION PROCESS

1. The completed application form (DW-8) shall be submitted with a non-refundable application processing fee, determined annually, to the school administrator of the facility desired. The DW-8 is the form and document which allows the school administration and the applicant to arrive at a complete and equitable understanding as to what their desires are regarding the use of school property. Therefore, it is of the utmost importance that the applicants insert all information pertinent to the planned activity and review the rules and regulations of the application. In the event an electronic application process is established, the same procedures will be followed.
2. When an application shows irregularities which the school administrator believes are unusual, the site administrator shall notify the Superintendent, or designee, who shall review the application. The Superintendent, or designee, will notify the applicant of the time and place for an in-depth review and extend to the applicant an invitation to answer questions which may arise regarding the application.
2. The Superintendent, or designee, under the authority of the Board, may deny the use of or cancel any permit for use of school facilities to anyone or any organization if the activity reflects upon any citizen because of race, creed or color.

USE OF SCHOOL FACILITIES (continued)

BP 1330(i)

4. The Board may request, through the Superintendent, or designee, that it be furnished with a written discourse which the organization intends to present during the course of the planned meeting or activity. If this material shows itself to be in any way contrary to any law, rule, Board Policy, or regulation of the District, the Superintendent, on behalf of the Board, may deny the proposed use by the organization,
5. Applicants using school property or facilities must comply with all existing laws, rule, and regulations pertaining to the use and occupancy of school facilities.
6. After facility use approval, the school administrator may deny any application or cancel any permit when his/her opinion the use may be contrary to any existing laws or create a condition which may cause a disturbance or pose a safety hazard.
7. All applications should be directed to the school administrator of the facility, not less than ten (10) days before a desired use is to take place.
8. Any group using an auditorium or stage area shall not disturb, move or change any existing equipment, except with the permission of the designated school personnel.
9. When special activities take place which require extra equipment, such as television lines, etc., the District administration may require, in addition to fees, additional cash deposits to ensure removal of the equipment and to cover the cost of damage caused by the use of such equipment.
10. The officers of the group are responsible for cleaning the facility by the closing time designated on the permit. Groups exceeding allocated times of closure will be assessed a fee sufficient to cover excess service costs, as determined by the fee schedule.

LIMITATIONS

1. Smoking shall not be permitted on school District property in accordance with all state and federal tobacco-free work place requirements.
2. No games of chance or lotteries, as defined by Section 319 of the California State Penal Code, will be permitted on school premises, except bingo games (as authorized by California State Penal Code Section 326.5) conducted by the following groups of school based organizations whose primary purpose is to raise money for the enhancement of school related programs:
 - a. CUSD Parent-Teacher groups
 - b. CUSD School Co-curricular/Extracurricular Support Groups
3. Only school employees are permitted to use the school office or equipment.

USE OF SCHOOL FACILITIES (continued)

BP 1330(j)

- 4. The loan of school furniture and equipment to individuals for personal or private purposes is prohibited.
- 5. The school telephone is available only to employees for official business except in emergencies and when a pay telephone is not available.
- 6. All permits will be issued for specific rooms and for specific hours; therefore, it should be the responsibility of the organization to see the unauthorized portions of the building are not utilized.
- 7. Storage of non-District owned items on District property is prohibited except with prior written authorization from the Superintendent or designee. If allowed, a complete inventory of items to be stored and appropriate insurance coverage will be provided to the Executive Director, Maintenance and Operations.
- 8. Facilities use, authorized or unauthorized by the District, shall be subject to all curfews, laws, and local, city/park regulations in terms of access. Unauthorized use of facilities, play areas, and grounds are subject to prosecution for trespassing.

SCHEDULE OF FEES

Submission of a Use of School Facilities Application Form (DW-8) requires enclosure of a nonrefundable application fee \$50.00 for non profit and \$100.00 for profit.

All fees on the schedule are at a per hour rate unless designated otherwise and personnel costs may be increased as the result of negotiated contract settlements.

Single use permits will require payment of all fees 5 days prior to the scheduled event.

Current Fee Structure: See AR 1.4.

Legal Reference:

- ~~EDUCATION CODE~~
- ~~10900-10916 Community Recreation Programs~~
- ~~40040-40047 Civic Center Act: use of school property for public purposes~~
- ~~ACLU of So. Calif. v. Board of Education of Los Angeles (1961), 55 Cal 2nd 167~~
- ~~ACLU of So. Calif. v. Board of Education of San Diego (1961), 55 Cal 2nd 906~~
- ~~ACLU of So. Calif. v. Board of Education of Los Angeles (1963), 59 Cal 2nd 203~~
- ~~ACLU of So. Calif. v. Board of Education of San Diego (1963), 59 Cal 2nd 224~~
- ~~Connell v. Higgenbotham (1971), 403 US 207, 91 S.Ct. 1772~~
- ~~Cole v. Richardson (1972), 405 US 676, 92 S.Ct. 1332~~
- ~~HEALTH AND SAFETY CODE~~
- ~~24167 Implementation of tobacco use prevention program~~

Management Resources:

LEGAL ADVISORY

1101.89 School District Liability and "Hold Harmless" Agreements.

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

MILITARY AND VETERANS CODE

1800 Definitions

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 Ops.Cal.Atty.Gen. 90 (1999)

79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy

adopted: October 2, 1995
revised: June 14, 1999
revised: September 15, 2000
revised: May 14, 2001
revised: September 8, 2004
revised: September 12, 2005
revised: July 2, 2007
revised: December 10, 2007
revised: June 15, 2010

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

CAPISTRANO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
MINUTES – REGULAR MEETING
OCTOBER 22, 2014
EDUCATION CENTER – BOARD ROOM

President Alpay called the meeting to order at 5:30 p.m. and announced that Attorney Jon Pearl would be present in closed session during the discussion of Agenda Item 3E. The Board recessed to closed session to: discuss Student Expulsions; confer with Real Property Negotiators; discuss Public Employee Appointment/Employment; discuss Public Employee Discipline/Dismissal/Release; and Confer with Labor Negotiators.

The regular meeting of the Board reconvened to open session and was called to order by President Alpay at 7:10 p.m.

The Pledge of Allegiance was led by Retired School Resource Officer Rod Valdez.

Present: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Akhil Patel

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 Hatton-Hodson, and motion carried by a 7-0 vote to adopt the Board agenda.

Adoption of the Board Agenda

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

President Alpay reported the following action taken during closed session:

President's Report From Closed Session Meeting

Agenda Item #3 A1, A3, A4 – Student Expulsion:

The Board voted 7-0 to expel the following students by stipulated agreement: Case #2015-003, #2015-004, and #2015-005.

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

Agenda Item #3 A2 – Student Expulsion:

The Board voted 7-0 to approve moving forward with expulsion: Case #2015-006.

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

Agenda Item #3 B – Conference with Real Property Negotiators:

The Board gave direction to staff.

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

The Board gave direction to staff.

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

No action was taken.

Agenda Item #3 E – Conference with Labor Negotiators:

The Board voted 5-2 to approve the reading of the following statement:

AYES: Trustees Alpay, Bryson, Hanacek, Hatton-Hodson, and Pritchard
NOES: Trustees Addonizio and Reardon

Recently, individuals within our community have made statements regarding negotiations between the Capistrano Unified School District (the District) and the Capistrano Unified Education Association (CUEA). While the Board of Trustees recognizes and respects individuals exercising their rights protected by the First Amendment to the United States Constitution, the purpose of this statement is to provide factual information about the status of these negotiations and to correct some misinformation being circulated. On behalf of the Board of Trustees, District management team, and CUEA, I state the following facts:

1. The previous collective bargaining agreement between the District and CUEA expired on June 30, 2014. As a matter of law, the terms of the expired contract must be generally maintained until (a) a new agreement is reached through bargaining, or (b) the impasse process is completed. Therefore, the District and CUEA will continue to negotiate in good faith towards a successor agreement.
2. The District and CUEA teams have both “sunshined” initial proposals at Board meetings in accordance with Government Code §3547.
3. The District’s proposals to CUEA were adopted by the Board at its meeting on March 26, 2014.
4. CUEA’s initial proposals to the District were presented to the Board during the meeting on April 23, 2014.
5. The District and CUEA bargaining teams have met for purposes of negotiation on June 12, 2014, and August 12, 2014.
6. The District and CUEA postponed negotiations on certain dates as follows:
 - a. October 3, 2014, given the need for clarity regarding priorities and recommendations regarding the District’s Recovery Plan, and
 - b. October 16, 2014, given the previously scheduled events relating to the Great California ShakeOut
7. Additional full-day negotiation sessions are on calendar for:
 - a. Friday, November 14
 - b. Tuesday, December 2
 - c. Thursday, December 18
8. The District is mindful of its obligation to address negotiable issues with employee groups. The District’s Recovery Plan, and the priorities and recommendations set forth in that Plan, will be part of important dialogue with CUEA.
9. The District and CUEA remain committed to working collaboratively on behalf of all students served in the District.

Teachers Rob Harris, Barbara Bauer, and Joel Tapper were recognized for their involvement with the Structured Teaching Educating Prepared Students (STEPS) Program at Dana Hills High School for students with moderate to severe disabilities.

Special Recognition

Retired School Resource Officer Rod Valdez was recognized for his outstanding service at San Clemente High School.

Superintendent Kirsten Vital commented on her recent site visits, meeting with ASB Presidents, and Friday night’s Teacher of the Year celebration at the Disneyland Hotel. Superintendent Vital also reported that staff has been following up on Trustee Hatton-Hodson's recommendation of planting a tree with a plaque honoring the memory of the students the District recently lost due to a car accident.

Board and Superintendent Comments

Trustee Hatton-Hodson shared she had attended the grand opening of Newhart Middle School’s organic garden, which is the result of a collaborative effort with the community and is a hands-on learning experience for students.

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

Oral Communications

The following speakers addressed the Board:

- *Dawn Urbanek informed the Board that a group of parents, lead by her, is suing the State of California in Federal Court on the grounds that Governor Brown’s Local Control Funding Formula withholds funds for education.*
- *Elizabeth Votava provided Trustees with a handout with information on free federal grant money available for implementing teen safe driving programs and also suggested the Board consider identification cards for middle and high school students with the Teen Driver Safety laws on the backside of the card.*

DISCUSSION/ACTION

President Alpay announced the Public Hearing open at 7:33 p.m. regarding Resolution No. 1415-22, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2014-2015. There being no speakers to address the Board, President Alpay declared the Public Hearing closed at 7:34 p.m.

**Public Hearing:
Instructional Materials Realignment Fund
Agenda Item 1**

Assistant Superintendent Julie Hatchel stated this item meets the annual requirement to bring forth a resolution of assurance of textbook sufficiency at each school. Dr. Hatchel reported both she and Dr. Le Patner have received signed assurance from each principal that their site had sufficient textbooks for all of their students.

**Instructional Materials Realignment Fund
Agenda Item 2**

It was moved by Trustee Bryson, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to approve Resolution No. 1415-22, Statement of Assurance for Instructional Materials Realignment Fund, Fiscal Year 2014-2015.

ROLL CALL: AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Akhil Patel

NOES: None

ABSENT: None

ABSTAIN: None

Superintendent Kirsten Vital provided the Board with a PowerPoint presentation on her recommendation for 2014-2015 District goals and objectives based on her preliminary observations. The goals presented were: Create and implement a “Road to Recovery”; Improve facilities through both short- and long-range planning; Implement programs and services to increase academic achievement for all students; Implement our Local Control Accountability Plan; and Prioritize programs and investments. This item will be brought back to the November 12, 2014, Board meeting for discussion and action. *(The PowerPoint is available for viewing on the District website at www.capousd.org)*

**District Goals and Objectives
Agenda Item 3**

Deputy Superintendent Clark Hampton provided a PowerPoint update on the District’s Recovery Plan. The presentation included information on important future considerations; the Local Control Funding Formula; 2014-2015 growth toward the target; thoughtful recovery based on state funding and future goals and objectives; recommended primary focus themes for 2014-2015 and 2015-2016; and next steps. *(The PowerPoint is available for viewing on the District website at www.capousd.org)*

**Recovery Plan Update
Agenda Item 4**

Assistant Superintendents Julie Hatchel and Michelle Le Patner presented a PowerPoint overview of the Local Control Accountability Plan (LCAP), funding, goals, community engagement, and progress status since the last presentation. *(The PowerPoint is available for viewing on the District website at www.capousd.org)*

**LCAP Update
Agenda Item 5**

The following speaker addressed the Board:

- Dawn Urbanek stated her concerns that parents were not involved in the decisions the District is making regarding LCAP spending and curriculum.

Superintendent Kirsten Vital stated this is the second reading for revised Board Policy 2210, *Administrative Leeway in Absence of Governing Board Policy*. The changes requested by Trustees at the September 24, 2014, Board meeting, have been added and the Cabinet Organizational Chart has been attached to the policy.

**Board Policy Revisions
Agenda Item 6**

It was moved by Trustee Bryson, seconded by Trustee Hanacek, and motion carried by a 7-0 vote to approve the revisions to Board Policy 2210, *Administrative Leeway in Absence of Governing Board Policy*.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None

Superintendent Vital stated changes to Board Bylaw 9324, *Board Minutes* consist of eliminating language that is redundant of the agenda the District already has and to clarify regular and special Board meetings. Trustee Reardon requested staff “untangle” verbiage on the first page of the bylaw so that it is clear and concise. Trustee Alpay suggested Trustee Reardon contact staff and provide specific direction.

**Board Policy Revisions
Agenda Item 7**

President Alpay asked Trustees for items they wished to pull from the Consent Calendar. Item 9 was pulled.

Items Pulled from the Consent Calendar

CONSENT CALENDAR

It was moved by Trustee Bryson, seconded by Trustee Addonizio, and motion carried by a 7-0 vote to approve the following Consent Calendar items:

Minutes of the October 8, 2014, special Board meeting.

**Minutes
Agenda Item 8**

Memorandum of Understanding (MOU) with the National Council on Alcoholism and Drug Dependence-Orange County (NCADD-OC).	MOU-NCADD-OC Agenda Item 10
Master teacher payment.	Master Teacher Payment Agenda Item 11
Purchase orders, warrants, and previously Board-approved bids and contracts as listed.	Purchase Orders/Warrants Agenda Item 12
Donations of funds and equipment.	Donations Agenda Item 13
Ratification of District standardized Independent Contractor, Master Contract, and Professional Services Agreements.	Professional Services Agreements Agenda Item 14
Ratification of special education Informal Dispute Resolution Case #081614.	Informal Dispute Resolution Agenda Item 15
Ratification of special education Settlement Agreement Case #2014090217, Informal Dispute Resolution Case #066914, Case #092114, and Case #092214.	Settlement Agreement Agenda Item 16
Personnel Reimbursement Agreement with Laguna Beach Unified School District to provide five days of instruction by a qualified Orientation and Mobility Specialist to LBUSD during the 2014-2015 school year.	Personnel Reimbursement Agreement Agenda Item 17
Personnel Reimbursement Agreement with Saddleback Valley Unified School District to provide 40 days of instruction by a qualified Orientation and Mobility Specialist to SVUSD during the 2014-2015 school year.	Personnel Reimbursement Agreement Agenda Item 18
Ratification of Change Order No. 1 related to the construction of five relocatable classroom buildings at Ladera Ranch Middle School.	Change Order #1 - LRMS Agenda Item 19
Ratification of Change Order No. 1 related to the construction of ten relocatable classroom buildings and one relocatable restroom building at San Juan Hills High School.	Change Order #1- SJHHS Agenda Item 20
Ratification of Change Order No. 2 related to the construction of ten relocatable classroom buildings and one relocatable restroom building at San Juan Hills High School.	Change Order #2- SJHHS Agenda Item 21
Ratification of Change Order No. 3 related to the construction of the Capistrano Valley High School lunch pavilion and music plaza.	Change Order #3 - CVHS Agenda Item 22

Final acceptance and filing of the Notice of Completion for the roof replacement of the Triton Center, Little Theater, and polyurethane foam encapsulation of the Upper Campus U buildings at San Clemente High School.

**Final Acceptance
and Notice of
Completion
Agenda Item 23**

Denial of Government Claim No. 14-18036 DP.

**Government Claim
Agenda Item 24**

Authorization to utilize the State of California Multiple Award Schedule Contract No. 3-14-70-3018A, GSA Schedule No. GS-35F-0511T, awarded to Epic Machines, Incorporated, for the purchase and warranty of hardware and software, software maintenance, and installation for Cisco brand products, as needed by the District.

**Multiple Award
Schedule Contract
Agenda Item 25**

Resignations, retirements, and employment of classified personnel.

**Resignations/
Retirements/
Employment
(Classified
Personnel)
Agenda Item 26**

Resignations, retirements, and employment of certificated personnel.

**Resignations/
Retirements/
Employment
(Certificated
Personnel)
Agenda Item 27**

Internship Contract Agreement with California State University, Fullerton.

**Internship
Contract
Agenda Item 28**

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

Trustee Addonizio asked staff how many teachers are participating in the ESCAPE program. Assistant Superintendent Julie Hatchel responded there are currently 15 teachers participating and more are expected.

**MOU-ESCAPE
Grant
Agenda Item 9**

It was moved by Trustee Addonizio, seconded by Trustee Bryson, and motion carried by a 7-0 vote to approve the Memorandum of Understanding with the Regents of the University of California, supporting the ESCAPE Grant.

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None

It was moved by Trustee Bryson, seconded by Trustee Hatton-Hodson, and motion carried by a 7-0 vote to adjourn the meeting.

Adjournment

AYES: Trustees Addonizio, Alpay, Bryson, Hanacek, Hatton-Hodson, Pritchard, Reardon, and Student Advisor Akhil Patel
NOES: None

President Alpay announced the meeting adjourned at 8:49 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

RESOLUTION NO. 1415-23

RESOLUTION FOR ACCEPTANCE OF AMENDED CONTRACT

BE IT RESOLVED the Board of Trustees of the Capistrano Unified School District authorized Amendment 01 of the Contract No. CSPP-3313 with the California Department of Education for Child Development Services. Amendment 01 changes the Minimum Days of Operation (MDO) by deleting reference to 181 and inserting 177 in place thereof for the school year 2013-2014. Except as amended herein all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Kirsten Vital	Superintendent	_____
Julie Hatchel, Ed.D.	Assistant Superintendent Education Services, Elementary	_____

PASSED AND ADOPTED THIS 12th day of November 2014, by the Board of Trustees of the Capistrano Unified School District, County of Orange, California.

AYES ()
NOES ()
ABSENT ()
ABSTAIN ()

I, Kirsten 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 12th day of November 2014, by a roll call vote.

Gary Pritchard, Ph.D.
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees



CALIFORNIA DEPARTMENT OF EDUCATION
 1430 N Street
 Sacramento, CA 95814-5901

F.Y. 13 - 14

Amendment 01

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3313

PROGRAM TYPE: CALIFORNIA STATE
 PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6646-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
 MDO Change

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

This agreement with the State of California date July 01, 2013 designated as number CSPP-3313 shall be amended in the following particulars but no others:

Minimum Days of Operation (MDO) shall be amended by deleting reference to 181 and inserting 177 in place thereof.

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) <i>Debra R. Keeler</i>			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Debra R. Keeler, Ed.D., Director			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 33122 Valle Rd., San Juan Capistrano, CA 92675			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,210,692	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,210,692	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached					

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSP-3313

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 97,241	(OPTIONAL USE)0656 13609-6646	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 97,241	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 53,549	(OPTIONAL USE)0656 15136-6646	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 53,549	ITEM 30.10.020.001 6110-194-0890	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,914,993	(OPTIONAL USE)0656 23038-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,914,993	ITEM 30.10.010. 6110-196-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 144,909	(OPTIONAL USE)0656 23254-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 144,909	ITEM 30.10.020.001 6110-194-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
	SIGNATURE OF ACCOUNTING OFFICER	
	DATE	



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3313

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6646-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,210,692.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 64,302.0

Minimum Days of Operation (MDO) Requirement 181

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 	
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Debra R. Keeler, Director IV	
TITLE Contracts, Purchasing & Conference Services		ADDRESS Capistrano Unified School District, 33122 Valle Rd., San Juan Cap., CA 92675	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,210,692	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE 60 2,210,692	ITEM See Attached	CHAPTER	STATUTE
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702	FISCAL YEAR	
I hereby certify upon my own personal knowledge that budgeted funds are for the purpose of the expenditure stated above.		NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		JUN 28 2013	

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-3313

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 97,241	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6646	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 97,241	ITEM 30.10.001 6110-194-0890	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

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	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

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	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 144,909	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 144,909	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

Attachment A
California Department of Education,
Child Development Division
Agency Site List
Fiscal Year 2013-2014

Capistrano Unified School District

Orange County

6646

Carl Hankey	27252 Nubles Mission	Viejo 92692
Clarence Lobo Elementary	200 Avenue Vista Montana	San Clemente 92672
Concordia Elementary	3120 Avenue Del Presidente	San Clemente 92672
Crown Valley Preschool	29292b Crown Valley Pkwy	Laguna Niguel 92677
Don Juan Avila Elementary	26278 Wood Canyon Aliso	Viejo 92656
Hidden Hills Elementary	25142 Hidden Hills Road	Laguna Niguel 92677
Kinoshita Elementary	2 Via Positiva	San Juan Capistrano 92675
Las Palmas Elementary School	1101 Calle Puente	San Clemente 92672
Palisades Elementary School	26462 Via Sacramento	Capistrano Beach 92624
RH Dana Elementary School	24242 La Cresta Drive	Dana Point 92629
San Juan Elementary School	31642 El Camino Real	San Juan Capistrano 92675
Viejo Elementary School	26782 Via Grande Mission	Viejo 92692
Wood Canyon Elementary	23431 Knollwood Aliso	Viejo 92656

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:


a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Capistrano Unified School District Early Childhood Programs		<i>Federal ID Number</i> 95-2321055
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Dr. Debra R. Keeler, Director IV, Early Childhood Programs, CUSD		
<i>Date Executed</i> June 24, 2013	<i>Executed in the County of</i> Orange	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

33122 Valle Road

San Juan Capistrano, CA 92675

Orange County

Check if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

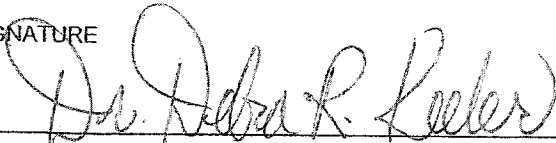
b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

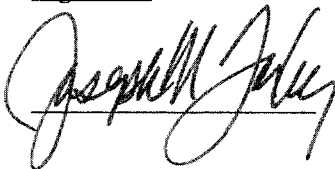
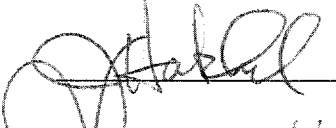
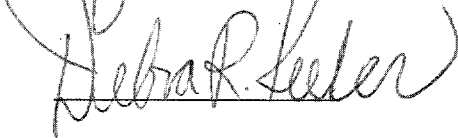
NAME OF APPLICANT (CONTRACT AGENCY) Capistrano Unified School District		CONTRACT # CSPP-3313
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Dr. Debra R. Keeler, Director IV		
SIGNATURE 	DATE June 24, 2013	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1314-34

**DESIGNATED REPRESENTATIVES FOR SIGNATURE FOR
CALIFORNIA DEPARTMENT OF EDUCATION LOCAL AGREEMENT FOR
CHILD DEVELOPMENT SERVICES**

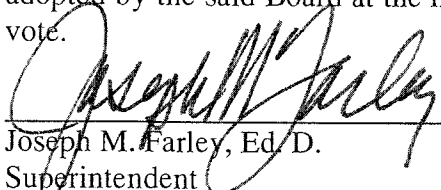
BE IT RESOLVED the Board of Trustees of the Capistrano Unified School District authorizes the following personnel to be designees to sign for all California Department of Education Local Agreement for Child Development Services.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Joseph M. Farley, Ed. D.	Superintendent	
Julie Hatchel, Ed. D.	Assistant Superintendent Education Services	
Debra R. Keeler, Ed.D.	Director IV Early Childhood Programs	

PASSED AND ADOPTED THIS 12th Day of February 2014, by the Board of Trustees of the Capistrano Unified School District, County of Orange, California.

AYES (7)
NOES (0)
ABSENT (0)
ABSTAIN (0)

I, Joseph M. Farley, Ed. D., 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 12th day of February 2014, by a roll call vote.



Joseph M. Farley, Ed. D.
Superintendent
Secretary of the Board of Trustees

2/26/14

Date

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-24

AGREEMENT CSPP-4309 RESOLUTION FOR ACCEPTANCE OF STATE FUNDED PRESCHOOL CONTRACT 2014-2015 WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILDCARE AND DEVELOPMENT SERVICES

BE IT RESOLVED that the Board of Trustees of the Capistrano Unified School District authorized entering into local agreement number CSPP-4309 with the California Department of Education for the purpose of providing child care and development services, and to authorize the designated personnel to sign contract documents for the Fiscal Year 2014 - 2015.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Kirsten Vital	Superintendent	_____
Julie Hatchel, Ed.D.	Assistant Superintendent Education Services, Elementary	_____
Debra R. Keeler, Ed.D.	Director IV Early Childhood Programs	_____

PASSED AND ADOPTED THIS 12th day of November 2014, by the Board of Trustees of the Capistrano Unified School District, County of Orange, California.

AYES ()
NOES ()
ABSENT ()
ABSTAIN ()

I, Kirsten 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 12th day of November 2014, by a roll call vote.

Gary Pritchard, Ph.D.
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

EXHIBIT 9



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14-15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4309

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6646-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,210,692.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	64,302.0
Minimum Days of Operation (MDO) Requirement	180

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) <i>Debra R. Keeler</i>			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Debra R. Keeler, Ed.D., Director			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 33122 Valle Rd., San Juan Capistrano, CA 92675			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,210,692	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,210,692	ITEM See Attached	CHAPTER	STATUTE		
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T R A N O		B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached					

CONTRACTOR'S NAME: CAPISTRANO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CSPP-4309

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 95,608	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-6646	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 95,608	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 45,609	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-6646	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 45,609	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,914,993	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,914,993	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

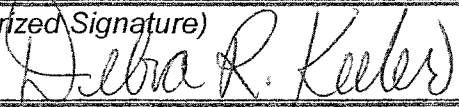
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 154,482	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-6646			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 154,482	ITEM 30.10.020.001. 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Capistrano Unified School District		<i>Federal ID Number</i> 95-2321055
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Debra R. Keeler, Ed.D., Director		
<i>Date Executed</i> 10/08/2014	<i>Executed in the County of</i> Orange	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs;
- and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

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5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

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1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there is a separate sheet attached listing all workplaces.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

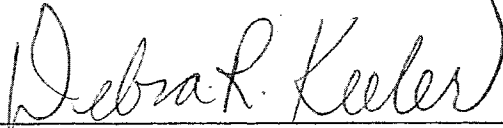
b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY) Capistrano Unified School District		CONTRACT # CSPP-4309
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Debra R. Keeler, Ed.D., Director, Early Childhood Programs		
SIGNATURE 	DATE 10/08/2014	

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, CA

EARLY CHILDHOOD PROGRAMS

PRESCHOOL PROGRAM SITES – 2014-2015

Don Juan Avila Elementary School
26278 Wood Canyon
Aliso Viejo, Orange County, CA 92656

Las Flores Elementary School
25862 Antonio Parkway
Rancho Santa Margarita, Orange County, CA 92688

Concordia Elementary School
3120 Avenida Del Presidente
San Clemente, Orange County, CA 92672

Las Palmas Elementary School
1101 Calle Puente
San Clemente, Orange County, CA 92672

Crown Valley Elementary School
29292 Crown Valley Parkway
Laguna Niguel, Orange County, CA 92677

Clarence Lobo Elementary School
200 Avenida Vista Montana
San Clemente, Orange County, CA 92672

R.H. Dana Elementary School
24242 La Cresta Drive
Dana Point, Orange County, CA 92629

Oak Grove Elementary School
22705 Sanborn
Aliso Viejo, Orange County, CA 92656

Carl Hankey Elementary School
27252 Nubles
Mission Viejo, Orange County, CA 92692

Palisades Elementary School
26462 Via Sacramento
Capistrano Beach, Orange County, CA 92624

Hidden Hills Elementary School
25142 Hidden Hills Road
Laguna Niguel, Orange County, CA 92677

San Juan Elementary School
31642 El Camino Real
San Juan Capistrano, Orange County, CA 92675

Kinoshita Elementary School
2 Via Positiva
San Juan Capistrano, Orange County, CA 92675

Viejo Elementary School
26782 Via Grande
Mission Viejo, Orange County, CA 92691

Board of Trustees Purchase Order Listing

===== Fiscal Year: 2014-15 =====

Board of Trustees Meeting.....NOVEMBER 12, 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
5438	87	HARRIS STEEL FENCE CO. INC.	BI:Const/Fac Acq /CVHS	8,960.00
5439	87	DSA	BI:DSA /Fac Acq /CVHS	196.00
5440	89	TEL-TEC SECURITY SYSTEMS INC.	NonCapEq/Fac Acq /SCHS	3,828.51
5441	98	HARRIS STEEL FENCE CO. INC.	OthConst/Fac Acq /SJHHS	2,000.00
5442	98	COUNTY OF ORANGE	Serv& Op/Fac Acq /SJHHS	1,578.90
5443	98	COUNTY OF ORANGE	Serv& Op/Fac Acq /SJHHS	4,973.19
6 Purchase Orders				\$21,536.60

EXHIBIT 10

Attachment 1

Board of Trustees Purchase Order Listing
 ===== Fiscal Year: 2014-15 =====
 Board of Trustees Meeting.....NOVEMBER 12, 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
342380	1	APEX LEARNING INC	Serv& Op/Instrctn/Dstrctwd	121,000.00
342381	1	DESTINATION IMAGINATION	InstMtls/Instrctn/Las Palm	765.00
342382	12	VERIZON WIRELESS	SpplsNonI/HlthServ/Dstrctwd	64.00
342383	1	WEBASSIGN	InstMtls/Instrctn/DHHS	1,470.00
342384	1	CAMCOR INC	NonCapEq/Instrctn/San Juan	2,587.72
342385	1	VERNON LIBRARY SUPPLIES INC	SpplsNonI/Libr&Med/Dstrctwd	110.85
342386	13	HUBERT	SmlEquip/FoodServ/Dstrctwd	2,184.19
342387	1	BAYSCAN	SpplsNonI/Libr&Med/Dstrctwd	149.80
342388	13	CHEFS' TOYS	SmlEquip/FoodServ/Dstrctwd	6,261.84
342389	13	INDUSTRIAL ELECTRIC SERVICE	OpSupp /FoodServ/Dstrctwd	253.28
342390	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	2,473.73
342391	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,236.86
342392	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	1,098.10
342393	12	GBCCONNECT.COM	SpplsNonI/Sch Adm /Dstrctwd	109.11
342394		VOID	VOID	0.00
342395	1	BERTRAND'S HORN IMPROVEMENT	Rnt&Repr/Instrctn/Dstrctwd	2,060.59
342396	1	DICK BLICK WEST	InstMtls/Instrctn/DHHS	2,500.00
342397	1	BERTRAND'S HORN IMPROVEMENT	NonCapEq/Instrctn/MFMS	5,473.44
342398	1	SMART & FINAL IRIS #399	InstMtls/Instrctn/DHHS	1,500.00
342399	1	DANIEL SMITH	InstMtls/Instrctn/DHHS	1,000.00
342400	70	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/Enterprs/Dstrctwd	198.00
342401	1	CAMCOR INC	NonCapEq/Instrctn/Castille	331.82
342402	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/SupvAdmn/Dstrctwd	1,888.92
342403	1	ACCREDITING COMM F/SCHLS	Dues&Mmb/SupvAdmn/VarSites	760.00
342404	1	ACCREDITING COMM F/SCHLS	Dues&Mmb/SupvAdmn/VarSites	820.00
342405	1	ACCREDITING COMM F/SCHLS	Dues&Mmb/SupvAdmn/VarSites	760.00
342406	1	ACCREDITING COMM F/SCHLS	Dues&Mmb/SupvAdmn/VarSites	760.00
342407	1	ACCREDITING COMM F/SCHLS	Dues&Mmb/SupvAdmn/VarSites	820.00
342408	1	ACCREDITING COMM F/SCHLS	Dues&Mmb/SupvAdmn/VarSites	820.00
342409	1	ACCREDITING COMM F/SCHLS	Dues&Mmb/SupvAdmn/VarSites	820.00
342410	1	ACCREDITING COMM F/SCHLS	Dues&Mmb/SupvAdmn/VarSites	820.00
342411	1	ACCREDITING COMM F/SCHLS	Dues&Mmb/SupvAdmn/VarSites	820.00
342412	1	ACCREDITING COMM F/SCHLS	Dues&Mmb/SupvAdmn/VarSites	820.00
342413	12	DEPARTMENT OF SOCIAL SERVICES	Serv& Op/Sch Adm /Dstrctwd	7,381.00
342414	1	UC REGENTS	Serv& Op/Instrctn/RH Dana	250.00
342415	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Concordi	300.00
342416	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	50.00
			CnfrNonI/SupvAdmn/Dstrctwd	50.00
342417	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Dstrctwd	900.00
342418	1	RIVERSIDE PUBLISHING CO	SpplsNonI/PsychSer/Dstrctwd	3,632.08
342419	1	JIM'S MUSIC CENTER	NonCapEq/Instrctn/Tesoro	1,078.92
342420	1	DELL COMPUTER	NonCapEq/PuplTran/Dstrctwd	1,287.18
342421	1	DELL COMPUTER	NonCapEq/PuplTran/Dstrctwd	746.97
342422	1	DELL COMPUTER	NonCapEq/PuplTran/Dstrctwd	1,434.90
342423	1	BACKSEAT DRIVER & ASSOC INC	Serv& Op/Instrctn/Dstrctwd	6,000.00

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

PO No.	Fund	Vendor	Description	Amount
342424	1	DELL COMPUTER	SplsNonI/Sch Adm /SCHS	29.14
342425	1	FOLLETT SCHOOL SOLUTIONS INC	K-8Textb/Instrctn/Dstrctwd	750.01
342426	1	CETPA	CnfrNonI/TIS /Dstrctwd	1,980.00
342427	1	TANAKA FARM & PUMPKIN PATCH	CnsltSvs/Instrctn/San Juan	2,030.00
342428	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/OsoGrand	69,120.00
342429		VOID	VOID	0.00
342430	1	GONZALES, CINTHYA	CnsltSvs/CommServ/FRC:AnxI	100.00
342431	1	THE WRITER LEARNING SYSTEMS	InstMtls/SEOthIns/Dstrctwd	237.72
342432	1	LAKESHORE LEARNING MATERIALS	InstMtls/SDCInstr/Dstrctwd	110.78
342433	1	MCGRAW-HILL/SRA	InstMtls/Instrctn/OsoGrand	1,059.28
342434	1	EDUPOINT EDUCATIONAL SYSTEMS	CnfrNonI/SupvAdmn/Dstrctwd	250.00
342435	1	EAGLE	St Rcpts/Undesig /Dstrctwd	2,291.76
342436	1	VLAHOS, TOM	InstMtls/Instrctn/LadraElm	1,641.80
342437	25	SILVER CREEK INDUSTRIES INC.	Bldg Imp/Fac Acq /LRMS	777.72
342438	1	THINKING MAPS INC	InstMtls/Instrctn/OsoGrand	324.90
342439		VOID	VOID	0.00
342440	25	SILVER CREEK INDUSTRIES INC.	Bldg Imp/Fac Acq /SJHHS	3,220.00
342441	1	PERMA-BOUND	InstMtls/Instrctn/Don Juan	991.90
342442	1	CCIS	CnfrNonI/Sch Adm /CapoHome	470.00
			CnfrNonI/Sch Adm /Cal Prep	350.00
342443	1	MIRACLE RECREATION EQUIPMENT	SplsNonI/RR:Bldgs/Dstrctwd	10,000.00
342444	1	EXECUTIVE ENVIRONMENTAL SVCS	Serv& Op/RR:Bldgs/Dstrctwd	10,000.00
342445	1	SOUTH COAST FIRE PROTECTION	Rntl:Oth/RR:Bldgs/Dstrctwd	5,400.00
342446	1	CDWG Inc	InstMtls/Instrctn/Concordi	108.00
342447	1	PTSI	CnfrNonI/PuplTran/Dstrctwd	700.00
342448	1	APPLE COMPUTER INC	InstMtls/Instrctn/LadraElm	651.84
342449	1	SNAP-ON TOOLS CORP	InstMtls/Instrctn/SCHS	323.45
342450	1	VITAL LINK	Dues&Mmb/SupvAdmn/Dstrctwd	2,800.00
342451	1	DELL COMPUTER	NonCapEq/TIS /Dstrctwd	659.10
342452	1	ENET COMPONENTS INC	SplsNonI/TIS /Dstrctwd	2,000.00
342453	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/MFMS	431.57
342454	1	ASSURED FIRE SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	60,000.00
342455	1	ANIMAL PEST MANAGEMENT SERVICE	Serv& Op/RR:Bldgs/Dstrctwd	60,000.00
342456	1	PERMA-BOUND	K-12Text/Instrctn/NHMS	6,033.78
			Bks&Ref /Enterprs/NHMS	500.00
342457	1	MCGRAW-HILL/SRA	K-8Textb/Instrctn/Dstrctwd	773.82
342458	1	SCOTT FORESMAN	K-8Textb/Instrctn/Dstrctwd	173.61
342459	1	PEARSON SCHOOL	InstMtls/SEOthIns/Dstrctwd	1,366.94
342460	1	MCGRAW-HILL/SRA	InstMtls/SEOthIns/Dstrctwd	823.48
342461	1	LEARNING A-Z	NonCapEq/RSPInstr/Dstrctwd	15,629.60
342462		VOID	VOID	0.00
342463	1	STAPLES ADVANTAGE	SplsNonI/Sch Adm /OsoGrand	90.72
342464	1	IMAGE 2000	InstMtls/Instrctn/Castille	153.31
342465	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	325.92
342466	1	CAMCOR INC	InstMtls/Instrctn/Tesoro	82.95
342467	1	STEVE GASKEY	Rntl:Oth/RR:Bldgs/SCHS	3,900.00
342468		VOID	VOID	0.00
342469	1	CAMCOR INC	InstMtls/Instrctn/SCHS	2,870.68
342470	1	PRO SVL	InstMtls/Instrctn/SCHS	302.00
342471	1	CAMCOR INC	InstMtls/Instrctn/DJAMS	331.82

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

PO No.	Fund	Vendor	Description	Amount
342472	1	ALPHA VISTA SERVICES INC	NPA /NPA /Dstrctwd Sub NPA /NPA /Dstrctwd	23,400.00 21,600.00
342473	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/DJAMS	409.88
342474	1	CLARK SECURITY PRODUCTS	SplsNonI/RR:Bldgs/Dstrctwd	30,000.00
342475	1	CARZ PRODUCTS INC.	SplsNonI/Op:Grnds/Dstrctwd	3,000.00
342476	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Dstrctwd	29.16
342477	1	GRAVOGRAPH-NEW HERMES	SplsNonI/RR:Bldgs/Dstrctwd	3,023.15
342478	1	COMPLETE OFFICE OF CA	SplsNonI/SupvAdmn/Dstrctwd	500.00
342479	25	GLEN PRODUCTS	OthConst/Fac Acq /LRMS	2,002.60
342480	25	ARC	BI:CTest/Fac Acq /SJHHS	178.31
342481	1	EDUCATIONAL INNOVATIONS	InstMtls/Instrctn/DJAMS	635.38
342482	1	BARCODE GIANT	SplsNonI/Sch Adm /SCHS	283.82
342483	40	CITY OF ALISO VIEJO	BI:Other/Fac Acq /Dstrctwd	1,382.51
342484	25	DIGITAL NETWORKS GROUP INC	NonCapEq/Fac Acq /LRMS	34,277.99
342485	1	NASCO WEST	InstMtls/Instrctn/AVMS	234.15
342486	1	NASCO WEST	InstMtls/Instrctn/AVMS	1,876.62
342487	1	APPLE COMPUTER INC	SplsNonI/Sch Adm /Tesoro	2,434.20
342488		VOID	VOID	0.00
342489	1	STAGE LIGHTING STORE	SplsNonI/Sch Adm /SCHS	267.40
342490	1	OFFICE DEPOT	SplsNonI/Sch Adm /SCHS	73.63
342491	1	TIME FOR KIDS	InstMtls/Instrctn/OsoGrand	2,650.45
342492	1	INTERACTIVE EDUCATIONAL VIDEO	InstMtls/Instrctn/CVHS	257.32
342493	11	CLASSROOM PRODUCTS LLC	InstMtls/Instrctn/Dstrctwd	55.44
342494	1	NORTHERN SPEECH SERVICES INC	SplsNonI/SEOthIns/Dstrctwd	504.51
342495	1	MEET THE MASTERS INC	CnsltSvs/Instrctn/Tijeras	5,626.00
342496	23	WLC ARCHITECTS INC	Serv& Op/Fac Acq /Viejo	1,710.00
342497	1	DISCOVERING SCIENCE	CnsltSvs/Instrctn/RH Dana	4,675.00
342498		VOID	VOID	0.00
342499	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Bergeson	680.00
342500	23	WLC ARCHITECTS INC	Serv& Op/Fac Acq /Crn Vlly	1,596.00
342501	1	CALIFORNIA WEEKLY EXPLORER INC	FieldTrp/Instrctn/Bergeson	970.00
342502	23	WLC ARCHITECTS INC	Serv& Op/Fac Acq /Del Obis	1,368.00
342503	23	WLC ARCHITECTS INC	Serv& Op/Fac Acq /HankeyES	900.00
342504	23	WLC ARCHITECTS INC	Serv& Op/Fac Acq /Barcelon	532.00
342505	1	CALIFORNIA WEEKLY EXPLORER INC	InstMtls/Instrctn/OsoGrand	2,090.00
342506	1	WAXIE	SplsNonI/Sch Adm /Viejo	237.43
342507	1	CULVER-NEWLIN	NonCapEq/Instrctn/Las Palm	444.42
342508	1	CULVER-NEWLIN	NonCapEq/Sch Adm /SMS	452.24
342509	1	ALISO VIEJO COMMUNITY ASSN	Rntl:Oth/RR:Bldgs/Dstrctwd	7,414.16
342510		VOID	VOID	0.00
342511	13	ABOVE ALL NAMES CONSTRUCTION	LrgeEqip/FoodServ/AVMS	8,990.60
342512	1	CULVER-NEWLIN	SplsNonI/Sch Adm /ANHS	213.84
342513	1	SADDLEBACK GOLF CARS	Rnt&Repr/CurAthlt/SCHS	256.39
342514	1	CULVER-NEWLIN	SplsNonI/SupvAdmn/Dstrctwd	317.25
342515	1	SIMPLER LIFE EMERGENCY	SplsNonI/Saf&Trng/Dstrctwd	14,057.96
342516	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DJAMS	121.90
342517	1	WRESTLINGMART.COM	Rnt&Repr/CurAthlt/CVHS	437.24
342518	1	APPLE COMPUTER INC	NonCapEq/SupvAdmn/Dstrctwd	1,625.76
342519	1	INSIGHT SYSTEMS EXCHANGE	NonCapEq/Instrctn/MFMS	360.72
342520	1	SPORTS FACILITIES GROUP INC	Rntl:Oth/RR:Bldgs/Dstrctwd	2,865.00

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PO No.	Fund	Vendor	Description	Amount
342521	1	PACIFIC ROOFING SYSTEMS	Rntl:Oth/RR:Bldgs/Dstrctwd	250,000.00
342522	1	PRINT & FINISHING SOLUTIONS	SplsNonI/Grph Art/Dstrctwd	1,132.25
342523	1	CULVER-NEWLIN	SplsNonI/SupvAdmn/Dstrctwd	194.40
342524	1	CULVER-NEWLIN	SplsNonI/Pup Serv/CVHS	1,200.96
342525	25	BENS ASPHALT	Bldg Imp/Fac Acq /SJHHS	2,000.00
342526	1	CAMCOR INC	InstMtls/Instrctn/SJHHS	829.55
342527	1	MARKERBOARD PEOPLE	InstMtls/Instrctn/ANHS	84.47
342528	1	NEWS 2 YOU	Serv& Op/SDCInstr/Dstrctwd	70,545.60
342529	1	MOBILE COMMUNICATION REPAIR	InstMtls/Enterprs/BAMS	408.24
342530	1	PC & MACEXCHANGE	CompTech/Instrctn/Dstrctwd	31,590.00
342531	1	PC & MACEXCHANGE	CompTech/Instrctn/Dstrctwd	31,590.00
342532	1	PC & MACEXCHANGE	CompTech/Instrctn/Dstrctwd	31,590.00
342533	1	PC & MACEXCHANGE	CompTech/Instrctn/Dstrctwd	31,590.00
342534	1	PC & MACEXCHANGE	CompTech/Instrctn/Dstrctwd	31,590.00
342535	1	ALTERNATIVE COMMUNICATIONS	CnsltSvs/SEOthIns/Dstrctwd	13,728.00
342536	1	JANNEY, MICHAEL & VANESSA	Serv& Op/SEOthIns/Dstrctwd	3,600.00
			Serv& Op/PuplTran/Dstrctwd	525.00
342537	1	SPARKLETTTS	SplsNonI/Sch Adm /DHHS	100.00
342538	1	HITT MARKING DEVICE	SplsNonI/Bus/Fisc/Dstrctwd	175.73
342539	1	COLLEGE BOARD - WRO	Conf:Ins/Instrctn/Dstrctwd	215.00
342540	1	WORKABILITY 1 REGION 1	CnfrNonI/SupvAdmn/Dstrctwd	120.00
			Conf:Ins/SEOthIns/Dstrctwd	480.00
342541	1	DELL FINANCIAL SERVICES	Debt Ser/Dbt Serv/VdelMarE	13.45
342542	1	M F ATHLETIC	NonCapEq/CurAthlt/Tesoro	5,503.92
			NonCapEq/Enterprs/Tesoro	8,980.08
342543	1	MATHCOUNTS FOUNDATION	Serv& Op/Instrctn/LRMS	190.00
342544	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	42.12
342545	1	GOLDEN RULE BINDERY	K-12Text/Instrctn/CVHS	4,114.50
342546	1	GOLDEN RULE BINDERY	K-8Textb/Instrctn/Dstrctwd	2,267.71
342547	1	GOLDEN RULE BINDERY	9-12Text/Instrctn/Dstrctwd	1,885.04
342548	1	GOLDEN RULE BINDERY	K-8Textb/Instrctn/Dstrctwd	541.48
342549	1	GOLDEN RULE BINDERY	K-8Textb/Instrctn/Dstrctwd	1,339.60
342550	1	GOLDEN RULE BINDERY	K-8Textb/Instrctn/Dstrctwd	113.39
342551	1	GOLDEN RULE BINDERY	9-12Text/Instrctn/Dstrctwd	3,283.15
342552	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	1,746.36
342553	1	ALTERNATIVE COMMUNICATIONS	InstMtls/SEOthIns/Dstrctwd	592.92
342554	1	GALETON GLOVES	SplsNonI/SupvAdmn/Dstrctwd	70.21
342555	1	GOPHER ATHLETIC	InstMtls/Instrctn/OsoGrand	2,114.36
342556	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/Bergeson	1,004.40
			InstMtls/SEOthIns/Dstrctwd	1,004.40
342557	1	BSN SPORTS	InstMtls/Instrctn/Serra	254.77
342558	1	FREY SCIENTIFIC CO	InstMtls/Instrctn/LRMS	449.37
342559	1	VERNON LIBRARY SUPPLIES INC	SplsNonI/Libr&Med/SJHHS	119.96
342560	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SEOthIns/Dstrctwd	45.01
342561	1	CLEAN SOURCE	SplsNonI/RR:Bldgs/Dstrctwd	12,000.00
342562	1	BIOMETRICS4ALL INC	Serv& Op/Prsnl:HR/Dstrctwd	960.00
342563	1	SCAQMD-PERMIT SERVS-DATA ENTRY	Serv& Op/RR:Bldgs/Dstrctwd	745.39
342564	1	CMC - SOUTH	Conf:Ins/Instrctn/Dstrctwd	195.00
342565	1	CALIFORNIA PLACEMENT ASSOC	Conf:Ins/SEOthIns/Dstrctwd	100.00
342566	1	CASBO	CnfrNonI/Bus/Fisc/Dstrctwd	410.00

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342567	1	CAROLINA BIOLOGICAL SUPP	InstMtls/Instrctn/DHHS	187.24
342568	1	SAN BERNARDINO SUPT SCHS	CnfrNonI/Bus/Fisc/Dstrctwd	75.00
342569	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Instrctn/AVMS	73.22
			InstMtls/Instrctn/Dstrctwd	292.90
342570	1	STAPLES ADVANTAGE	Serv& Op/Prsnl:HR/Dstrctwd	40.06
342571	1	UPS FREIGHT	InstMtls/Instrctn/SCHS	128.50
342572	1	DEMCO	InstMtls/Instrctn/Chaparal	49.12
342573	1	WARDS NATURAL SCIENCE	InstMtls/Instrctn/DHHS	250.64
342574	1	PEARSON ASSESSMENTS	SplsNonI/PsychSer/Dstrctwd	285.82
342575		VOID	VOID	0.00
342576	1	NATIONAL GEOGRAPHIC SCHOOL PUB	InstMtls/Instrctn/OsoGrand	1,162.89
342577	1	SUPER DUPER INC.	SplsNonI/PsychSer/Dstrctwd	405.00
342578	1	COSTCO S.J.C.	SplsNonI/HlthServ/Dstrctwd	1,015.00
342579	1	ORANGE COUNTY FIRE PROTECTION	Serv& Op/PuplTran/Dstrctwd	12,000.00
342580	1	AVES AUDIO VISUAL SYSTEMS	InstMtls/Instrctn/Ambuehl	106.11
342581	1	CAMCOR INC	InstMtls/Instrctn/Ambuehl	331.82
342582	1	UPSWING MARKETING	InstMtls/Instrctn/SCHS	616.15
342583	1	CMC - SOUTH	CnfrNonI/StDev In/Dstrctwd	50.00
342584	1	MAIER INTERNATIONAL INC	Rntl:Oth/RR:Bldgs/Dstrctwd	40,000.00
342585	1	CMC - SOUTH	CnfrNonI/Sch Adm /Dstrctwd	50.00
342586	1	COSTCO S.J.C.	SplsNonI/Sch Adm /Wagon Wh	431.38
342587	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	384.48
342588	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	1,137.24
342589	1	APPLE TEXTBOOKS	K-8Textb/Instrctn/Dstrctwd	608.48
342590	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	4,640.27
342591	1	TEXTBOOK WAREHOUSE	9-12Text/Instrctn/Dstrctwd	6,261.84
342592	1	ROSEN PUBLICATIONS	Bks&Ref /Libr&Med/SCHS	41.31
342593	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	768.45
342594	1	LAWNMOWERS ETC	NonCapEq/RR:Grnds/Dstrctwd	25,000.00
342595	1	PHONAK INC	SplsNonI/HlthServ/Dstrctwd	180.39
342596	1	ADVANCED BIONICS	SplsNonI/HlthServ/Dstrctwd	442.00
342597	1	SPORTS FACILITIES GROUP INC	F&EInstl/Instrctn/Castille	15,965.00
342598	1	AARDVARK CLAY	InstMtls/Instrctn/MFMS	500.00
342599	13	SNA	Dues&Mmb/FoodServ/Dstrctwd	112.00
342600	1	IRVINE BARCLAY THEATRE	CnsltSvs/Instrctn/RH Dana	530.00
342601	13	EKON-O-PAC INC.	Food Sup/FoodServ/Dstrctwd	671.76
342602	13	PACKAGING MACHINERY & PARTS	EquipRpr /FoodServ/Dstrctwd	2,000.00
342603	1	THOUSAND PINES OUTDOOR SCHOOL	FieldTrp/Instrctn/Palisade	15,568.50
342604	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Lobo	640.00
342605	1	ORANGE COUNTY DEPT OF EDUCAT	CnfrNonI/StDev In/Dstrctwd	200.00
342606	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/Instrctn/Las Palm	100.00
342607	1	RANCHO SANTIAGO COLLEGE	FieldTrp/Instrctn/Lobo	420.00
342608	1	DBQ PROJECT, THE	InstMtls/Instrctn/DHHS	377.00
342609	1	COALITION FOR ADEQUATE SCHOOL	CnfrNonI/M&OResOH/Dstrctwd	900.00
342610	1	THERAPRO	InstMtls/Instrctn/Don Juan	56.63
342611	14	APEX AUDIO	Bldg Imp/Fac Acq /SCHS	9,974.64
342612	25	CAMCOR INC	Bldg Imp/Fac Acq /LRMS	2,805.84
342613	1	SMITHGEAR	InstMtls/Instrctn/RH Dana	109.51
342614	14	CAL STAGE & LIGHTING INC	Bldg Imp/Fac Acq /SCHS	5,656.60
342615		VOID	VOID	0.00

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342616	1	CAMCOR INC	NonCapEq/Instrctn/Dstrctwd	1,230.29
342617	1	GOLDEN RULE BINDERY	Serv& Op/Supt /Dstrctwd	147.60
342618	1	PRO SVL	InstMtls/Instrctn/Chaparal	100.67
342619	1	CAMCOR INC	InstMtls/Instrctn/Chaparal	497.73
342620	1	GOLDEN STAR TECHNOLOGY INC.	InstMtls/Instrctn/Chaparal	307.41
342621	1	CAMCOR INC	InstMtls/Instrctn/Las Palm	414.77
342622	1	GANAHL LUMBER	InstMtls/Instrctn/MFMS	500.00
342623	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /AVMS	750.00
			InstMtls/Instrctn/AVMS	750.00
342624	25	PACIFIC MH CONSTRUCTION INC.	Bldg Imp/Fac Acq /LRMS	3,256.00
342625	11	BURROWS, VIRGINIA	CnfrNonI/Sch Adm /Dstrctwd	639.00
342626	1	CMC MATH	CnfrNonI/StDev In/Dstrctwd	50.00
342627	1	CMC - SOUTH	Conf:Ins/Instrctn/ANHS	195.00
342628	1	BUREAU EDUCATION & RESEARCH	Serv& Op/Instrctn/Our Savr	717.00
342629	1	UC REGENTS	Conf:Ins/Instrctn/VDMMS	300.00
342630	1	CDWG Inc	NonCapEq/Instrctn/Bergeson	9,492.25
342631	1	HOWARD TECHNOLOGY SOLUTIONS	Serv& Op/Instrctn/Bergeson	857.50
342632	1	DELL COMPUTER	NonCapEq/Sch Adm /CVHS	2,648.56
342633	1	INSIGHT SYSTEMS EXCHANGE	InstMtls/Enterprs/BAMS	334.80
342634	1	AARDVARK CLAY	InstMtls/Instrctn/CVHS	160.00
342635	1	DICK BLICK WEST	InstMtls/Instrctn/AVMS	1,459.92
342636	1	SCHOOL OUTFITTERS.COM	InstMtls/Instrctn/Tesoro	1,067.79
342637	1	ITO NURSERY	InstMtls/Instrctn/FNMS	1,000.00
342638	1	CDWG Inc	SplsNonI/TIS /Dstrctwd	110.54
342639	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/SupvAdmn/Dstrctwd	1,000.00
342640	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/Viejo	1,200.00
342641	1	NEW MANAGEMENT	SplsNonI/RR:Bldgs/Dstrctwd	1,243.00
342642	14	GILBERT & STEARNS INC	Bldg Imp/Fac Acq /SCHS	9,706.00
342643	1	LAW OFFICES OF MAUREEN GRAVES	Legal /SupvAdmn/Dstrctwd	7,500.00
			Serv& Op/SEOthIns/Dstrctwd	7,500.00
342644	1	ECKHARDT, JONATHAN & ANNETTE	Serv& Op/SEOthIns/Dstrctwd	12,000.00
342645	1	CAMCOR INC	InstMtls/Instrctn/ArroyoEl	1,952.12
342646	13	IMAGE ONE TECHNOLOGY SOLUTIONS	SmlEquip/FoodServ/Dstrctwd	13,666.00
342647	1	NASCO WEST	InstMtls/Instrctn/DJAMS	663.08
342648	1	COMMERCIAL AQUATIC SERVICES	Rntl:Oth/RR:Bldgs/Dstrctwd	5,400.00
342649	1	PYRAMID WIRE & CABLE INC.	SplsNonI/RR:Bldgs/Dstrctwd	3,000.00
342650	1	ORANGE COUNTY FIRE AUTHORITY	Serv& Op/RR:Bldgs/SJHHS	275.00
342651	1	IXL LEARNING INC	Serv& Op/Instrctn/Benedict	2,800.00
342652	1	APPLE COMPUTER INC	InstMtls/SEOthIns/Dstrctwd	640.92
342653	1	PAXTON/PATTERSON	InstMtls/Instrctn/DHHS	1,300.71
342654	25	DSA	BI:DSA /Fac Acq /SJHHS	947.04
342655	1	PAXTON/PATTERSON	InstMtls/Instrctn/SCHS	956.56
342656	25	DSA	BI:DSA /Fac Acq /LRMS	1,657.79
342657	1	SCHOOL SPECIALTY	InstMtls/Instrctn/Hiddn Hl	154.77
342658	1	DELTA EDUCATION	InstMtls/Instrctn/Dstrctwd	828.09
342659	1	IMAGE MARKET	InstMtls/Instrctn/FNMS	696.00
342660	1	THINKING MAPS INC	InstMtls/Instrctn/OsoGrand	108.30
342661	1	DISCOVERY SCIENCE CENTER	FieldTrp/Enterprs/Las Palm	250.00
342662	1	JOSTENS	SplsNonI/Sch Adm /Serra	68.14
342663	1	SOUTHWEST SCHOOL SUPPLY	SplsNonI/Sch Adm /SMS	29.57

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PO No.	Fund	Vendor	Description	Amount
342664	1	AMERICAN HEADSTONE	NonCapEq/Sch Adm /DHHS	1,674.00
342665	1	CULVER-NEWLIN	SpplsNonI/PuplTran/Dstrctwd	600.48
342666	1	CINTAS CORPORATION #640	SpplsNonI/Sch Adm /San Juan	796.61
342667	1	COSTCO S.J.C.	InstMtls/Instrctn/Tesoro	294.35
342668	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/SEOthIns/Dstrctwd	1,001.62
342669	1	CAMCOR INC	InstMtls/Instrctn/DHHS	488.03
342670	1	CAMCOR INC	InstMtls/Instrctn/Tesoro	2,928.18
342671	1	CAMCOR INC	InstMtls/Instrctn/Palisade	798.77
342672	1	CAMCOR INC	InstMtls/Instrctn/Tesoro	3,993.84
342673	14	PACIFIC PLUMBING COMPANY OF	Bldg Imp/Fac Acq /SCHS	7,030.11
342674	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	237.72
342675	1	UNITED RENTALS	Rntl:Oth/Op:Grnds/Dstrctwd	10,000.00
342676	13	NOSAJ DISPOSABLES INCORPORATED	OpSupp /FoodServ/Dstrctwd	6,000.00
342677	13	ARROW RESTAURANT EQUIPMENT	SmlEquip/FoodServ/Dstrctwd	3,477.60
342678	13	MILLER MECHANICAL	Refrig /FoodServ/Dstrctwd	18,000.00
342679	1	FOLLETT SCHOOL SOLUTIONS INC	K-12Text/Instrctn/CVHS	260.28
342680	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	237.72
342681	1	ENABLEMART	InstMtls/SEOthIns/Dstrctwd	155.11
342682	1	ENABLEMART	NonCapEq/SEOthIns/Dstrctwd	187.51
342683	1	CURRICULUM ASSOCIATES	InstMtls/SEOthIns/Dstrctwd	539.28
342684	1	CURRICULUM ASSOCIATES	InstMtls/SEOthIns/Dstrctwd	149.70
342685	1	PRO-ED	SpplsNonI/HlthServ/Dstrctwd	501.50
342686		VOID	VOID	0.00
342687	1	WAL MART L.N.	SpplsNonI/Sch Adm /Serra	500.00
342688	1	CAMCOR INC	InstMtls/Instrctn/Bergeson	410.10
342689	1	SCHOLASTIC INC	InstMtls/Instrctn/Hiddn Hl	741.63
342690	1	TIME FOR KIDS	InstMtls/Instrctn/Hiddn Hl	1,403.18
342691	1	REALLY GOOD STUFF	InstMtls/Instrctn/Wagon Wh	59.27
342692	1	LAKESHORE LEARNING MATERIALS	SpplsNonI/HlthServ/Dstrctwd	20.51
342693	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	1,456.87
342694	1	APPLE TEXTBOOKS	9-12Text/Instrctn/Dstrctwd	2,321.20
342695	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	836.08
342696	1	FOLLETT SCHOOL SOLUTIONS INC	9-12Text/Instrctn/Dstrctwd	4,787.75
342697	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/DHHS	70.74
342698		VOID	VOID	0.00
342699	13	AFFILIATED PACKAGING SPEC	EquipRpr /FoodServ/Dstrctwd	8,000.00
342700	1	NYSTROM-HERFF JONES	InstMtls/Instrctn/SMS	252.00
342701		VOID	VOID	0.00
342702	1	OFFICE DEPOT	InstMtls/Instrctn/AVMS	500.00
			SpplsNonI/Sch Adm /AVMS	500.00
342703	1	STAPLES ADVANTAGE	SpplsNonI/Pup Serv/Dstrctwd	588.30
342704	1	EPIC MACHINES INC.	Serv& Op/TIS /Dstrctwd	5,400.00
342705	1	STAPLES ADVANTAGE	InstMtls/Instrctn/Malcom	282.74
342706	1	APPLE COMPUTER INC	NonCapEq/Instrctn/Dstrctwd	1,297.92
342707	1	DISCOVERY SCIENCE CENTER	Conf:Ins/Instrctn/Viejo	1,200.00
342708	1	MISSION SAN JUAN CAPISTRANO	FieldTrp/Instrctn/Malcom	787.50
342709	1	PALI MOUNTAIN INSTITUTE	FieldTrp/Instrctn/Tijeras	33,000.00
342710	1	CA LEAGUE MIDDLE SCHOOL	Conf:Ins/Instrctn/BAMS	927.00
342711	1	AVID CENTER	Conf:Ins/Instrctn/DHHS	445.00
342712	1	KENNEDY INDUSTRIES INC	InstMtls/CurAthlt/Tesoro	814.26

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342713	1	STAPLES ADVANTAGE	SpplsNonI/Saf&Trng/Dstrctwd	207.23
342714	1	COASTAL BLUE	SpplsNonI/Saf&Trng/Dstrctwd	356.40
342715	1	EMERGENCY ESSENTIALS INC	SpplsNonI/Saf&Trng/Dstrctwd	19,575.00
342716	1	BEADLE, DEBBY	Serv& Op/Prsnl:HR/Dstrctwd	320.31
342717	1	MANSION ATHLETICS	InstMtls/Instrctn/Tesoro	122.47
342718	1	ORANGE COUNTY DEPT OF EDUCAT	Conf:Ins/SDCInstr/Dstrctwd	60.00
342719	1	ADVANCED KEYBOARD TECH INC	InstMtls/SEOthIns/Dstrctwd	237.72
342720	1	SOUTHWEST SCHOOL SUPPLY	InstMtls/Instrctn/LRMS	324.00
342721	11	FOLLETT SCHOOL SOLUTIONS INC	InstMtls/Instrctn/Dstrctwd	53.95
342722	1	COSTCO S.J.C.	SpplsNonI/StDev In/Dstrctwd	5,075.00
342723	1	FLINN SCIENTIFIC INC	InstMtls/Instrctn/LRMS	246.25
342724	1	NASSP/NJHS	SpplsNonI/Sch Adm /MFMS	115.00
342725	1	SCHOOLDUDE.COM	SpplsNonI/Oper:O/H/Dstrctwd	15,673.77
342726	1	EAGLE SOFTWARE	CnfrNonI/TIS /Dstrctwd	400.00
342727	1	MOBILE COMMUNICATION REPAIR	SpplsNonI/Sch Adm /RH Dana	126.36
342728	1	PTSI	CnfrNonI/PuplTran/Dstrctwd	350.00
342729	12	STAPLES ADVANTAGE	SpplsNonI/SupvAdmn/Dstrctwd	207.23

337 Purchase Orders \$1,623,947.98

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
202054	BENS ASPHALT	PO-340611	6,860.00
202055	BERGMAN DACEY GOLDSMITH	PO-342338	2,733.75
202056	BOWIE ARNESON WILES &	PO-341795	10,413.79
202057	CONSOLIDATED ELECT DISTR	PO-340363	3,953.87
202058	COUNTY OF ORANGE-WASTE MNGT	PO-341170	336.75
202060	HARRIS STEEL FENCE CO. INC.	PO-342184	10,808.00
202061	PACIFIC PLUMBING COMPANY OF	PO-341695	694.20
202062	PACIFIC ROOFING SYSTEMS	PO-341161	8,131.00
202063	TEL TEC SECURITY SYSTEMS INC	PO-334641	18,678.34
202064	WEST COAST ARBORISTS INC.	PO-340609	11,301.00
		PO-341312	2,479.00
202065	CAMCOR INC	PO-341953	5,611.68
202066	CULVER-NEWLIN	PO-340986	37,604.67
202067	SCHOOL FACILITY CONSULT	PO-334520	6,400.00
202068	EXECUTIVE ENVIRONMENTAL SVCS	PO-342400	198.00
202069	CAPISTRANO CONNECTIONS ACADEMY	PO-340453	957,774.00
202070	COMMUNITY ROOTS	PO-340455	184,023.00
202071	JOURNEY CHARTER SCHOOL	PO-340458	146,310.00
202072	MAIL FINANCE	PO-341521	1,103.73
		PV-150795	1,103.73
202073	OPPORTUNITY FOR LEARNING	PO-340454	80,062.00
202074	OXFORD ACADEMY	PO-340457	310,637.00
202075	SOUTH COAST ROP	PO-341932	114,039.43
202076	STONEWARE INC.	PO-341071	5,575.00
202077	XEROX CORPORATION	PO-341429	25,395.30
		PO-341520	51,455.52
		PO-341640	107,983.54
202078	MOBILE MODULAR	PO-341958	610.00
202079	ALPINE ACADEMY	PO-340472	12,335.70
202080	AUTISM SPECTRUM CONSULTANTS	PO-341576	2,034.00
202081	BEACON DAY SCHOOL	PO-342019	6,492.10
202082	BOYS TOWN CALIFORNIA INC.	PO-340238	4,055.48
202083	DEVEREUX CLEO WALLACE	PO-341246	13,611.64
202084	DEVEREUX TEXAS TREATMENT	PO-341918	13,096.03
		PO-341919	11,476.71
202085	DEVEREUX TEXAS TREATMENT	PO-340703	9,916.47
202086	DRAKE, TERI	CL-141874	196.92
202087	GOODWILL INDUSTRIES OF	PO-340212	961.00
202088	HEAR NOW DBA ABRAMSON	PO-340165	3,315.00
202089	JANNEY, MICHAEL & VANESSA	CL-140442	1,200.00
		CL-140443	134.40
202090	MENDE PSY.D, SYLVIA	PO-340168	1,944.02
202091	MINGUS MOUNTAIN ACADEMY	PO-340700	8,944.00
202092	MOLDAUER, PAMELA S.	PO-340221	870.00
202093	NEW HAVEN YOUTH & FAMILY	PO-342020	7,462.35

Attachment 2

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
202094	NSI ACADEMY	PO-341042	18,763.00
202095	SHACK-LAPPIN, CAROL	PO-340220	148.75
202096	SPEECH & LANGUAGE DEVELOPMENT	PO-340813	3,614.50
		PO-341577	5,765.50
		PO-342285	5,023.50
202097	STAFFREHAB	PO-340160	7,140.00
202098	STRUM, DENISE AND/OR ROBERT	PO-340791	1,357.91
202099	TERI INC	PO-341043	3,234.92
202100	VINO &/OR WANDA KHAN	PO-342166	123.76
202101	WESTSHIELD ADOLESCENT SERVICES	PO-340185	5,342.06
202102	YELLOWSTONE BOYS & GIRLS RANCH	PO-342146	10,386.00
202103	BESTGEN, MARY	PO-340419	833.33
202104	CONTEMPORARY SERVICES CORP.	CL-141228	1,298.01
		CL-141236	1,522.24
		PO-341966	1,079.38
		PO-341967	1,456.13
		PO-341968	2,405.69
		PO-342154	1,673.75
202105	ELIZABETH GALLARDO	PO-340372	1,250.00
202106	GARCIA, IRMA R.	PO-340205	390.60
202107	GONZALES, CINTHYA	PO-342430	100.00
202108	HCA BHS/PS	CL-140421	9,586.34
202109	KRANTZ, TRICIA	PO-340207	625.80
202110	PALI MOUNTAIN INSTITUTE	PO-342428	17,280.00
202111	PROFESSIONAL TUTORS OF AMERICA	PO-340416	12,952.50
202112	TARGETSUCCESS INC	PO-335042	5,872.74
202113	VAVRINEK TRINE DAY & CO LLP	CL-140206	6,400.00
		PO-341800	23,000.00
202114	STROUD, KEITH R	PO-342040	602.00
202115	AVID CENTER	PO-340666	2,676.00
202116	CALIFORNIA DEDICATED TO	PO-342201	350.00
202117	CMC - SOUTH	PO-342238	195.00
202118	COALITION FOR ADEQUATE SCHOOL	PO-341069	249.00
202119	DBQ PROJECT, THE	PO-340144	2,200.00
202120	NATIONAL BUSINESS INST	PO-341068	199.00
202121	ORANGE COUNTY DEPT OF EDUCATIO	PO-340005	270.00
		PO-340431	1,480.00
202122	REGENTS OF THE UNIVERSITY CA	PO-340515	200.00
202123	SCHOOL SERVICES OF CALIF	PO-340271	860.00
		PO-341147	255.00
		PO-341865	255.00
202124	SDSU RESEARCH FOUNDATION/PLTW	PO-342191	2,500.00
202125	TANAKA FARM & PUMPKIN PATCH	PO-342427	2,030.00
202126	UCI HISTORY PROJECT	PO-341677	300.00
202127	WALSH, KATHLEEN	CL-140499	185.00

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Warrant Number	Name of Payee	Reference Number	Amount
202128	ZALESKI, KATHY	PO-340642	1,400.00
202129	CLASSROOM DIRECT/SCHOOL	PO-335198	214.80
		PO-341342	104.20
		PO-341380	52.10
		PO-341555	428.80
		PO-341817	37.15
		PO-342147	156.30
202130	MOBILE COMM REPAIR INC	PO-342297	816.48
		PO-342298	210.60
		PO-342314	168.48
		PO-342323	330.48
202131	MOREY'S MUSIC	PO-340332	300.00
202132	NASCO WEST	CL-141400	585.23
		PO-342081	1,133.09
		PO-342082	487.25
		PO-342220	210.73
202133	NATIONAL CONTROLS INC	PO-341805	925.10
202134	NILES BIOLOGICAL	PO-341664	17.91
202135	O'REILLY AUTOMOTIVES INC	PO-342186	332.65
202136	OFFICE DEPOT	PO-340316	188.74
		PO-340317	258.16
		PO-341099	280.91
		PO-341978	685.10
		PO-342226	58.18
202137	PATHWAY COMMUNICATIONS LTD.	PO-341348	2,652.91
		PO-341522	1,768.60
		PO-341809	4,421.52
		PO-342048	2,652.91
202138	PEARSON EDUCATION	PO-334754	6,039.64
		PO-341909	1,687.93
202139	PREMIER AGENDAS	PO-340041	4,350.83
202140	PRUDENTIAL OVERALL SUP	PO-341423	65.72
202141	SCHOOL MATE	PO-340044	1,722.50
202142	SCOTT FORESMAN	PO-340887	5,223.63
202143	SELECT EQUIPMENT SALES INC	PO-340101	245.99
202144	SHI	PO-341355	5,213.20
		PO-342237	27.20
202145	SKYLIGHT PUBLISHING	PO-341121	220.00
202146	SOUTH COAST FAMILY MEDI CENTER	PO-340349	55.00
202147	SOUTH COAST FIRE PROTECTION	PO-341258	107.00
202148	SOUTH COAST MEDICAL GROUP	PO-341756	42.00
		PV-150799	94.00
202149	SPARKLETTS	PO-340760	14.50
202150	SPICERS PAPER CO	PO-342067	651.24
202151	SPINITAR	PO-341911	886.08

Board of Trustees Warrant Listing
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Warrant Number	Name of Payee	Reference Number	Amount
202152	STAPLES ADVANTAGE	PO-340067	162.70
202153	STORAGE CONTAINER.COM	PO-340375	110.00
202154	TIFCO INDUSTRIES	PO-341175	199.58
202155	UNITED RENTALS	PO-340125	136.04
202156	UNITED WATER WORKS INC.	PO-340126	985.42
202157	WHITE CAP	PO-340127	372.53
202158	OFFICE DEPOT	PO-341995	537.98
202159	STAPLES ADVANTAGE	PO-340440	986.04
202160	A Z BUS SALES INC	PO-340735	1,001.12
202161	ACCREDITING COMM F/SCHLS	PO-341988	820.00
		PO-342403	760.00
		PO-342404	820.00
		PO-342405	760.00
		PO-342406	760.00
		PO-342407	820.00
		PO-342408	820.00
		PO-342409	820.00
		PO-342410	820.00
		PO-342411	820.00
		PO-342412	820.00
202162	AMS.NET INC	PO-341656	15,873.38
		PO-341866	27,621.45
		PO-341867	59,741.65
202163	APEX LEARNING INC	PO-340638	41,900.00
202164	APP DEVELOPERS LLC, THE	PO-341758	719.88
202165	APPLE COMPUTER INC	PO-342182	2,138.40
202166	ARIEL SUPPLY	PO-342204	160.92
202167	ASSOC BUSINESS PRODUCTS	PO-340994	314.77
202168	AUDITORY INSTRUMENTS	PO-342049	22.12
		PO-342286	102.72
202169	BJ BINDERY	PO-340093	809.00
202170	BOYCE INDUSTRIES	PO-340257	485.62
202171	BUSWEST	PO-340587	3,833.33
202172	CAMCOR INC	PO-342150	1,952.12
		PO-342151	414.77
202173	CAPISTRANO GOLF CARS	PO-340230	5,999.35
202174	CAROLINA BIOLOGICAL SUPPLY CO	PO-342035	91.21
202175	CDW GOVERNMENT	PO-341204	2,546.83
		PO-341689	2,522.60
		PO-342091	242.47
202176	CINTAS CORP #640	PO-341564	428.00
		PO-341650	787.33
		PO-341651	225.35
202177	CLARK SECURITY	PO-341137	877.15
202178	CM SCHOOL SUPPLY CO	PO-340590	249.78

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Warrant Number	Name of Payee	Reference Number	Amount
202179	COMPLETE OFFICE OF CA	PO-340079	234.68
		PO-340080	534.51
		PO-340437	693.47
		PO-341974	38.82
202180	CREATIVE CONTRACTORS CORP	PO-341084	995.00
202181	CULVER-NEWLIN	PO-341016	1,299.99
		PO-341215	332.75
		PO-341236	1,412.94
		PO-341239	1,107.72
		PO-341240	1,717.39
202182	THE ALARM AND SPRINKLER CO INC	PO-342170	6,947.70
202183	MCGRAW-HILL COMPANIES	PO-341596	1,180.11
		PO-341720	772.94
		PO-341727	793.64
202184	NATIONAL NETWORK OF DIGITAL	PO-331260	22,087.00
202185	ORANGE CTY DEPT EDUC	PO-341441	162.00
202186	ORIENTAL TRADING CO	PO-342102	291.32
202187	OTICON	PO-341904	30.00
202188	SAFETY KLEEN CORP	PV-150800	542.31
202189	SCHOLASTIC INC	PO-341888	395.56
202190	SCOTT FORESMAN	PO-340862	6,715.30
		PO-340865	8,090.94
		PO-340873	7,630.86
		PO-340894	3,721.43
		PO-340896	9,295.75
		PO-340903	3,910.89
		PO-340905	3,723.83
		PO-340915	4,099.13
202191	SMOG EXPRESS	PO-340674	71.90
202192	TIME TIMER	PO-342158	2,100.00
202193	TUTTLE-CLICK FORD	PV-150801	80.25
		PV-150803	257.76
		PV-150804	470.63
202194	ULINE	PO-342249	147.79
202195	VISTA PAINT CORP	PO-341192	66.05
202196	WATERLINES TECHNOLOGIES INC	PO-341669	252.37
		PO-341773	1,882.44
202197	MCGRAW-HILL COMPANIES	PO-342008	467.81
202198	BRADLEY, JUDITH S	PV-150805	17.92
202199	BRIDWELL, JODY	PV-150806	62.72
202200	BUCKMAN, JONATHAN T.	PV-150807	8.96
202201	DIXON, AURORA	PV-150809	48.16
202202	HIGHTOWER, SHERI	PV-150811	146.16
202203	KIMINAS, ANTHONY	PV-150814	156.80
202204	KLISTER, PAMELA	PV-150815	62.72

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Warrant Number	Name of Payee	Reference Number	Amount
202205	LUDLOW, JACK	PV-150816	25.76
202206	NEE, KATHLEEN	PV-150818	95.20
202207	PERSALL, BRIAN	PV-150819	35.28
202208	TALILI, MAILUMAI	PV-150820	123.76
202209	TAYLOR, JULIE	PV-150822	48.16
202210	WYNNE, LAUREN	PV-150824	33.60
202211	YOTA, DENISE	PV-150825	30.24
202212	HOCHGESANG, BARBARA	PV-150812	58.24
202213	IBBOTSON, JILL	PV-150813	95.20
202214	MELBERG, NADINE	PV-150817	39.20
202215	THOMAS, MEREDITH	PV-150823	41.44
202216	DAGARIN, JEAN-MARI	PV-150808	99.12
202217	HAMIDI, AURORA	PV-150810	11.76
202218	CITY OF SAN JUAN CAPISTRANO	PO-340355	6,245.63
202219	MOULTON NIGUEL WATER	PO-340357	14,806.09
202220	SAN DIEGO GAS & ELECTRIC	PO-340354	126,767.39
202221	SANTA MARGARITA WATER	PO-340353	11,408.80
202222	SO CAL GAS CO	PO-340371	1,060.20
202223	SOUTHERN CALIFORNIA EDISON	PO-340370	99,468.58
202224	ART MASTERS INC	PO-342012	2,022.00
202225	ART MASTERS INC	PO-340241	1,552.00
202226	BACKSEAT DRIVER & ASSOC INC	PO-342423	6,000.00
202227	STANGARONE, STACI	PV-150829	78.40
202228	STATE BD EQUALIZATION	PV-150828	789.00
202229	CAPISTRANO UNIFIED SCHOOL DIST	CL-142021	848.00
		PO-340311	68,438.45
202230	GRANT THORNTON LLP	PO-342317	5,000.00
202231	CORVEL CORPORATION	PO-340330	29,584.07
202232	BLEE, ANDREW	PV-150830	235.00
202233	COLES, CARTER	PV-150831	235.00
202234	CONTRERAS, BERNARDO	PV-150832	235.00
202235	CONTRERAS, CAROLINA	PV-150833	99.00
202236	DANENHAUER, BRENDA	PV-150834	235.00
202237	LAI, MARGARET	PV-150835	551.11
202238	MOYLAN, JULIE	PV-150836	445.00
202239	NEUBAUER, AMBER	PV-150837	445.00
202240	1ST JON	PO-340727	128.20
202241	ACSA/FOUNDATION FOR EDUC	PO-341328	1,397.91
202242	AUTOMOTIVE SERVICE EXCEL	PO-334626	102.00
202243	CARZ PRODUCTS INC.	CL-140275	112.28
202244	CENGAGE LEARNING	PO-340970	1,957.82
202245	DBQ PROJECT, THE	PO-341950	351.00
202246	DELL MARKETING L P	PO-340650	1,992.48
		PO-341063	1,660.40
		PO-341770	535.63

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Warrant Number	Name of Payee	Reference Number	Amount
202247	DELTA EDUCATION	PO-340108	9,609.06
202248	DEMCO	PO-341977	171.42
202249	DESIGN SCIENCE	PO-341439	171.00
		PO-341457	57.00
		PO-341458	57.00
		PO-341459	57.00
202250	DEWEYS HOME APPLIANCES	PO-341735	201.35
202251	DICK BLICK WEST	PO-340627	1,736.48
		PO-341119	1,175.99
202252	DM COLOR EXPRESS	PO-340123	812.27
202253	DUNN-EDWARDS CORP	PO-340359	3,210.59
202254	EDUCATION WEEK	PO-341280	89.94
202255	EMERGENCY SERVICES RESTORATION	PO-342327	6,132.00
202256	ENET COMPONENTS INC	PO-340071	875.88
202257	EXPANDING EXPRESSION	PO-342215	306.90
202258	FLINN SCIENTIFIC INC	PO-342057	529.85
202259	FOLLETT SCHOOL SOLUTIONS INC	PO-341466	388.80
		PO-341502	312.11
		PO-341506	453.34
		PO-341508	270.59
		PO-341511	161.62
		PO-342266	601.13
202260	FREEWAY AUTO SUPPLY	PO-340300	215.73
202261	GAMETIME	PO-333806	13,793.97
202262	GANAHL LUMBER	PO-340360	1,108.35
202263	GOLDEN RULE BINDERY	PO-342133	7,386.68
		PO-342134	2,104.95
202264	GOLDEN STAR TECHNOLOGY INC.	PO-341378	102.48
202265	GOPHER ATHLETIC/SPORTS	PO-342305	57.65
202266	HAAN CRAFTS	PO-340571	1,847.10
202267	HD SUPPLY FACILITIES MAINTN	PO-341173	232.72
202268	HIRSCH PIPE & SUPPLY	PO-340361	4,820.98
202269	HM RECEIVABLES CO LLC	PO-340972	369.36
202270	HYDRO-SCAPE PRODUCTS INC	PO-340121	1,157.80
202271	IMAGE 2000	PO-341736	317.40
202272	INSIGHT SYSTEMS EXCHANGE	PO-341862	1,464.48
		PO-341882	2,733.36
		PO-342084	1,000.58
		PO-342086	667.04
		PO-342181	3,668.74
202273	IPC USA	PO-340603	62,381.43
202274	J W PEPPER & SON INC	PO-340228	463.12
202275	JOHN DEERE LANDSCAPES	PO-340122	580.83
		PO-342293	540.00
202276	JOHN V. SPEAK	PO-340333	149.80

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Warrant Number	Name of Payee	Reference Number	Amount
202277	KNORR SYSTEMS INC	PO-340382	749.52
202278	LAWNMOWERS ETC	PO-340232	5,697.74
		PO-341954	4,479.57
202279	iDESIGN SOLUTIONS	PO-340634	277.48
202280	IRON MOUNTAIN	PO-340305	163.70
202281	STATE BD EQUALIZATION	PV-150840	245.02
202282	ALISO VIEJO COMMUNITY ASSN	PO-342509	1,853.54
202283	CONSOLIDATED ELECT DISTR	PO-340363	3,473.66
202284	HARRIS STEEL FENCE CO. INC.	PO-342184	13,240.00
202285	SAN DIEGO GAS & ELECTRIC	PO-340354	82,921.70
202286	SO CAL GAS CO	PO-340371	1,464.12
202287	WEST COAST ENVIRONMENTAL	PO-341369	3,135.00
202288	WLC ARCHITECTS INC	PO-334012	21,291.62
		PO-342496	1,710.00
		PO-342500	1,596.00
		PO-342502	1,368.00
		PO-342503	900.00
		PO-342504	532.00
202289	ARC	PO-342480	178.31
202290	PACIFIC MOBILE HOME CONS	PO-341080	8,460.00
		PO-341804	1,986.00
202291	BOWIE ARNESON WILES &	PV-150841	258.00
202292	CITY OF ALISO VIEJO	PO-342483	1,382.51
202293	260-PRAXAIR DISTRIBUTION INC.	PO-341184	140.30
202294	CLASSROOM DIRECT/SCHOOL	PO-342056	104.20
202295	COUNTY OF ORANGE	PO-340129	500.00
202296	MHS	PO-342233	1,499.85
202297	MOBILE COMM REPAIR INC	PO-342376	1,020.60
202298	MUSEUM OF SCIENCE	PO-342277	909.50
202299	MUSIC & ARTS	PO-342299	1,206.95
202300	NASCO WEST	PO-340646	75.60
		PO-342009	139.32
202301	OFFICE DEPOT	PO-340316	366.65
		PO-340317	287.23
		PO-340448	107.57
		PO-340569	58.64
		PO-341843	139.92
		PO-342189	719.25
		PO-342234	145.94
202302	OVER NIGHT NUMBERING	PO-340097	331.50
202303	P A THOMPSON ENGR CO	PO-340687	190.00
202304	PASCO SCIENTIFIC	PO-342030	277.04
202305	PEARSON ASSESSMENTS	PO-342060	873.49
202306	PHONAK INC	PO-342229	3,696.21

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Warrant Number	Name of Payee	Reference Number	Amount
202307	PRUDENTIAL OVERALL SUP	PV-150843	23.73
		PV-150844	8.40
		PV-150845	23.73
		PV-150846	27.93
		PV-150847	19.53
		PV-150952	21.63
202308	REHABMART LLC	PO-340181	4,186.71
202309	RICK TROW PRODUCTIONS	PO-341393	528.64
202310	SCOTT FORESMAN	PO-340893	3,860.30
202311	SMILE MAKERS	PO-341989	145.31
202312	SPARKLETTS	PO-340081	27.78
		PO-341358	15.94
		PO-341691	21.63
202313	SPICERS PAPER CO	PO-340090	3,144.96
202314	SPORT CHALET	PO-341878	525.68
202315	STAPLES ADVANTAGE	PO-340067	177.90
202316	TECH4LEARNING	PO-340495	162.00
202317	UNITED PARCEL SERV	PO-340092	6,000.00
202318	VEX ROBOTICS INC	PO-341235	847.54
		PO-342306	213.58
202319	WATERLINES TECHNOLOGIES INC	PO-341669	397.76
		PO-341773	2,612.74
202320	WESTERN GRAPHIX	PO-341749	695.60
202321	OFFICE DEPOT	PO-341995	248.39
202322	OFFICE DEPOT	PO-340432	57.68
202323	OFFICE DEPOT	PO-340432	57.68
202324	OFFICE DEPOT	PO-340432	57.69
202325	AMERICAN LOGISTICS COMPANY LLC	PO-341748	547.00
202326	CERTIFIED TRANSPORTATION	PV-150850	21,443.32
202327	JFK TRANSPORTATION CO INC	PV-150851	1,040.00
202328	PACIFIC COAST SIGHTSEEING	PV-150849	1,883.75
202329	OPPORTUNITY FOR LEARNING	PV-150848	5,859.06
202330	BARNES, SCOTT	PO-342247	403.18
202331	DEVEREUX TEXAS TREATMENT	PO-341667	205.60
202332	MARDAN CENTER OF ED	PO-340474	3,268.00
		PO-340701	3,268.00
		PO-340814	3,268.00
		PO-341044	3,096.00
		PO-341045	2,752.00
202333	OLIVE CREST ACADEMY CANAL ELEM	PO-341046	480.00
		PO-341047	480.00
		PO-341087	450.00
		PO-341251	586.00
202334	PATLAN, MARK & LINDA	PO-341943	9,400.00

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202335	CHLIC-CHICAGO	PO-340304	28,677.73
		PO-340307	15,155.00
202336	UNUM LIFE INSURANCE	PO-340310	9,275.04
202337	BECERRIL, ARTURO OR BLANCA	PV-150852	161.28
202338	BOUCLY, CHRISTOPHER & DAWNIEL	PV-150853	358.85
202339	CLARK, BRIAN OR YOLANDA	PV-150854	67.20
202340	CUHADAROGLU, MEHMET OR BELGIN	PV-150855	1,127.84
202341	DESHAZER, ALEX OR DARCY	PV-150856	186.59
202342	GARRINGER, RODNEY OR SARA	PV-150857	158.14
202343	GAU, MARY	PV-150858	228.48
202344	LEWIS, JONATHAN & ROBYN	PV-150859	99.01
202345	LOUIE, DARRYL OR CATHERINE	PV-150860	247.74
202346	MATHIESEN, DAN & TARA	PV-150861	116.93
202347	QUENGA, JOSEPH OR TRACY	PV-150862	1,219.55
202348	RADZINS, JOHN & MEREDITH	PV-150863	354.82
202349	ROTH, JAY &/OR KERI	PV-150864	228.48
202350	SIRKIN, TORY & AMY	PV-150865	111.33
202351	THOMAS, ED OR REBECCA	PV-150866	159.04
202352	TRITZ, RICHARD &/OR JULIE	PV-150867	156.13
202353	ADAMS, JOSHUA	PV-150868	80.00
202354	AFSHAR, RODMAN	PV-150869	26.00
202355	ALLEN, TREVOR	PV-150870	85.00
202356	ALLERT, ANNEKA	PV-150871	89.00
202357	AVILA, JULIANNE	PV-150876	84.00
202358	BASTIS, DANIEL	PV-150877	80.00
202359	BEHM, ANALEE	PV-150879	15.00
202360	BELLO, TERENCE	PV-150880	80.00
202361	BOUJIKIAN, ALISHA	PV-150881	15.00
202362	BRADY, ALEC	PV-150882	143.00
202363	CALDERON, GENISES	PV-150883	15.00
202364	CELESTE GRAY	PV-150909	52.54
202365	CRISOSTOMO, KEVIN	PV-150884	20.00
202366	CROWELL-GUTHRIDGE, LINDA	PV-150885	560.00
202367	DAVIS, JEREMY	PV-150886	65.75
202368	DIAZ, JULIA	PV-150888	147.00
202369	DOMINGUEZ, ANA	PV-150889	10.00
202370	FARRELL, PARENTS OR GUARDIAN	PV-150890	12.00
202371	GAINES, ROBERT	PV-150905	85.00
202372	GALVAN, SARAH	PV-150906	10.00
202373	GARCIA, YESENIA	PV-150907	18.00
202374	GRAVES, ALEXANDER	PV-150908	139.00
202375	GRAY, SAVANNA	PV-150910	80.00
202376	HENDERSON, CHELSIE	PV-150911	16.00
202377	HOARE, JEREMY	PV-150912	85.00
202378	HUME, NICOLE	PV-150913	62.00

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202379	HUNT, TROY	PV-150914	66.28
202380	HUTCHISON, GLENN	PV-150915	69.00
202381	JEFFREY, MARIAH	PV-150916	89.00
202382	LEWIS, BRYCE	PV-150918	81.00
202383	MANZOTTI, TOMAS	PV-150919	15.00
202384	MARTINEZ, ALFRED	PV-150920	64.00
202385	MCCLURE, MR. OR MRS. FRED	PV-150921	82.00
202386	MRS. ANN JOHNSON	PV-150917	82.00
202387	MUNOZ, MADISON	PV-150922	80.00
202388	PEREZ, GIOVANNI	PV-150923	15.00
202389	PETERSON, BAILEY	PV-150924	20.00
202390	PETERSON, SUSAN	PV-150925	9.76
202391	PINO, DAVID	PV-150927	103.62
202392	RAMOS, KEVIN	PV-150928	92.00
202393	RODRIGUEZ, BRIDGET	PV-150929	62.00
202394	SCHERNER, HANNAH	PV-150930	65.00
202395	STONEBERGER, KRISTEN	PV-150931	84.00
202396	TANAKA, KIMIKO	PV-150932	87.00
202397	TAYLOR, SHAUN	PV-150933	10.00
202398	TILIMON, EUNICEVETTE	PV-150934	88.00
202399	VILLANUEVA, ALEXA	PV-150935	84.00
202400	WERTIN, JACOB	PV-150936	5.00
202401	WHITE, LAUREN	PV-150937	84.00
202402	WILLITS, TREVOR	PV-150939	153.00
202403	WILSON, TREVOR	PV-150941	84.00
202404	WONG, NELDA	PV-150942	45.00
202405	YAZDANI, CAMERON	PV-150944	88.00
202406	YOUSSEF, MICHAEL	PV-150947	62.00
202407	ALMANZA, NADINE	PV-150949	225.00
202408	CHICAS, CARLOS	PV-150954	345.21
202409	CLARK, VERNITRA E	CL-141373	15.00
202410	JOCHAM, SARA	PV-150950	401.38
202411	LAWING, KORIN	PV-150938	149.55
202412	LOVETT-SLOCUM, NIKKI	PV-150948	1,119.34
202413	LUBURIC-HANSEN, SUSAN	PV-150946	400.00
202414	LUND, MELISSA	PV-150943	367.11
202415	PETTEY, STEPHANIE	PV-150940	489.88
202416	SKILES, PAM	PV-150951	72.84
202417	ALISO VIEJO GOLF CLUB	PO-342307	784.08
202418	ORANGE COUNTY DEPT OF EDUCATIO	PO-340485	185.00
202419	THINKING MAPS INC	PO-340798	6,000.00
202420	DEPARTMENT OF SOCIAL SERVICES	PO-342413	7,381.00
202421	STEIN, CHRISTINE	PO-342033	1,620.00
202422	JARRAD, MOHAMMAD	PV-150955	149.00
202423	REGAN, MARY	PV-150956	37.52

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202424	BEATTY, AMANDA	PV-150957	15.00
202425	BRANT, CHRISTOPHER	PV-150958	85.00
202426	CALDERON, CAESAR	PV-150959	18.00
202427	CARLSON, RACHEL	PV-150960	81.00
202428	CUSEY, MARGOT	PV-150961	69.00
202429	DAYAK, SAMANTHA	PV-150962	130.00
202430	DELGADO, MARIA E	PV-151002	80.00
202431	DINSMOOR, CODY	PV-150963	15.00
202432	FARIAS, CRISTINA	PV-150964	60.00
202433	FERNANDEZ, JESSICA	PV-150965	85.00
202434	FORBES, TRACEY	PV-150966	156.65
202435	FREEMAN, RYAN	PV-150967	87.00
202436	GEIGER, JESSICA	PV-150968	15.00
202437	GINIECZKI, SUZANNE	PV-150969	80.00
202438	GULLICKSON, SOPHIE	PV-150970	137.00
202439	HAGHIGHI, KAYVON	PV-150971	128.00
202440	HAHN, MAYA	PV-150972	32.00
202441	HANG, MINH	PV-150973	130.00
202442	HOOLIHAN, KERRI	PV-150974	84.00
202443	JOHNSON, MRS. ANNE	PV-150975	90.00
202444	KEE, SARA	PV-150976	62.00
202445	KINNEY, REBECCA	PV-150977	69.00
202446	KLEGERMAN, SAMUEL	PV-150978	77.00
202447	KOEN, NATHAN	PV-150979	69.00
202448	LAGES, CHASE	PV-150980	167.00
202449	LOZA, JOSHUA	PV-150981	15.00
202450	MACKKEY, JOSHUA	PV-150982	85.00
202451	MCARTHUR, ERIC	PV-150983	81.00
202452	PADULA, RACHEL	PV-150984	25.00
202453	PARSONS, JOSHUA	PV-150985	85.00
202454	PIERCE, LORETTA	PV-150986	560.00
202455	PRICE, TREY	PV-150987	89.00
202456	PUFFPAF, JORDYN	PV-150988	88.00
202457	QUADRI, MUJTABA	PV-150989	80.00
202458	QUECHOL, ROBERT	PV-150990	15.00
202459	RAMIREZ, JAZMIN	PV-150991	16.00
202460	RHODES, BRENT	PV-150995	15.00
202461	RIDDER, JACK	PV-150992	88.00
202462	RODRIGUEZ, OSANA	PV-150993	15.00
202463	RYU, JARED	PV-150994	47.00
202464	SCHULTZ, CHARLES	PV-150996	130.00
202465	SCOTT, CONNIE	PV-150997	140.23
202466	SHELDON, BROOKE	PV-150999	89.00
202467	SHIPPY, CHRISTINE	PV-150998	80.00
202468	SIERRA, VIRGINIA	PV-151000	15.00

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202469	SIMONDS, BRIAN	PV-151001	55.00
202470	SMITH, KYLEIGH	PV-151003	104.00
202471	SUCHY, MICHAEL	PV-151004	16.00
202472	SWEENEY, JACK	PV-151005	15.00
202473	VALDOVINOS, SEBASTIAN	PV-151006	87.00
202474	VANCE, SIERRA	PV-151007	15.00
202475	WAGNER, NOAH	PV-151008	130.00
202476	WARD, CASEY	PV-151009	15.00
202477	WEBBER, MATTHEW	PV-151010	132.00
202478	WEHAN, MATTHEW	PV-151011	77.00
202479	WILLIAMS, BENNETT	PV-151012	59.00
202480	STATE BD EQUALIZATION	PV-151143	3,165.00
202481	US BANK CORP PAYMENT SYSTEM	-	
		PV-151119	6,108.25
		PV-151137	2,746.72
202482	US BANK CORP PAYMENT SYSTEM	-	
		PV-151137	1,859.13
		PV-151140	4,051.72
		PV-151141	1,754.55
202483	US BANK CORP PAYMENT SYSTEM	PV-151141	389.61
		PV-151142	5,056.81
202484	CORVEL CORPORATION	PO-340739	82,110.00
202485	US BANK CORP PAYMENT SYSTEM	PV-151119	465.00
202486	CAPISTRANO UNIFIED SCHOOL DIST	PO-340311	54,980.99
202487	CLASSROOM DIRECT/SCHOOL	PO-342045	312.60
		PO-342252	208.40
202488	MISSION AUTO SERVICE	PO-340579	168.98
202489	MOBILE COMM REPAIR INC	PO-342402	1,888.92
202490	MOBILE FLEET WASH	PO-340548	949.00
202491	O'REILLY AUTOMOTIVES INC	PO-342186	63.36
202492	OFFICE DEPOT	CL-140060	1,034.10
		PO-340014	32.94
		PO-340448	253.51-
		PO-341843	82.87-
		PO-342189	23.18
202493	ORANGE CTY TANK TESTING	PO-342377	1,500.00
		PV-151055	1,500.00
202494	PATHWAY COMMUNICATIONS LTD.	PO-341810	3,537.22
		PO-342153	2,652.91
202495	PERMA-BOUND	PO-342137	7,136.26
202496	PLANK ROAD PUBLISHING INC	PO-342156	152.20
202497	PLAYPOWER LT FAMINGTON INC.	PO-341448	1,061.24
202498	PRINT & FINISHING SOLUTIONS	PO-341427	44.22
		PO-342522	1,132.25
202499	QUALITY TOWING	PO-340669	138.00

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202500	RICKS TRAILER SUPPLY	PO-340780	107.50
202501	RINCON TRUCK PARTS	PO-340738	102.32
202502	RUFFS SAW SERVICE	PO-340100	48.00
202503	RUSCO INC	PO-340786	9,589.20
202504	SCHOLASTIC INC	PO-341929	92.27
202505	SMARDAN SUPPLY COMPANY	PO-340789	44.83
202506	SMART & FINAL	PO-340023	10.00-
		PO-340542	604.45
		PO-340576	91.61
		PO-341811	43.92
		PO-342063	22.89
202507	SMOG EXPRESS	PO-340674	51.95
202508	SPARKLETTS	PO-341359	103.38
		PO-341994	48.74
202509	SPICERS PAPER CO	PO-340090	2,172.92
202510	SPORT CHALET	PO-340312	8,266.38
202511	STAPLES ADVANTAGE	PO-342463	90.72
202512	TIFCO INDUSTRIES	PO-340680	1,064.94
		PO-341175	634.76
202513	TRUCPAR CO	PO-340683	301.45
202514	TUTTLE-CLICK FORD	PO-340733	72.66
202515	VERNON LIBRARY SUPPLIES INC	PO-342385	94.41
202516	VIRTUAL WATER SERVICES	PO-341371	775.80
202517	WATERLINES TECHNOLOGIES INC	PO-341773	1,190.70
202518	WESTERN GRAPHIX	PO-341749	95.00
202519	WHITE CAP	PO-341174	549.37
202520	SMART & FINAL	PO-340648	112.14
		PO-340651	239.13
202521	STAPLES ADVANTAGE	PV-151111	288.36
		PV-151116	421.20
		PV-151117	444.42
202522	STAPLES ADVANTAGE	CL-140066	10.62
202523	ABOVE ALL NAMES CONSTRUCTION	PO-341771	5,038.00
202524	E. STEWART AND ASSOCIATES	PO-340606	972.00
202525	GILBERT & STEARNS INC	PO-335546	6,686.00
		PO-340522	11,460.80
		PO-341203	2,439.58
202526	HARRIS STEEL FENCE CO. INC.	PO-342184	1,970.00
202527	PACIFIC PLUMBING COMPANY OF	PO-341695	1,968.78
202528	PACIFIC ROOFING SYSTEMS	PO-341161	41,601.50
202529	SAN DIEGO GAS & ELECTRIC	PO-340354	280,637.35
202530	SANTA MARGARITA WATER	PO-340353	1,138.01
202531	SO COAST WATER DIST	PO-341629	4,901.35
202532	SOUTHERN CALIFORNIA EDISON	PO-340370	95,942.84
202533	VLAHOS, TOM	PO-342436	1,525.00

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202534	A Z BUS SALES INC	PO-340735	1,008.60
202535	ADAPTIVEMALL.COM	PO-341340	2,380.50
202536	ALISO NIGUEL AUTO CARE	PO-340255	1,709.34
202537	AMS.NET INC	PO-342206	65,475.00
202538	APPERSON	PO-342251	546.93
202539	ASSOC BUSINESS PRODUCTS	PO-340994	128.90
202540	B & H PHOTOGRAPHY	PO-340541	91.09
		PO-342245	38.07
202541	BEACH CITIES GLASS INC	PO-341135	4,737.02
202542	BEE MAN	PO-341733	594.00
202543	BERTRAND'S HORN IMPROVEMENT	PO-342395	2,060.59
202544	BERTRANDS HORN IMPROVEMENT	PO-340223	485.32
202545	BIOMETRICS4ALL INC	PO-342562	960.00
202546	BRINKS INC.	PO-340489	162.60
202547	BUSWEST	PO-340587	8,501.45
202548	CAL-STATE AUTO PARTS INC	PO-340254	305.77
202549	CAMCOR INC	PO-341379	82.95
		PO-342015	3,270.06
		PO-342149	2,928.18
		PO-342368	1,198.15
		PO-342369	248.86
202550	CAPISTRANO CRANE SERVICE	PO-340291	780.00
202551	CAROLINA BIOLOGICAL SUPPLY CO	PO-342278	1,048.51
202552	CARZ PRODUCTS INC.	PO-342475	214.88
202553	CDW GOVERNMENT	PO-341857	1,296.00
202554	CENGAGE LEARNING	PO-342271	11,917.42
202555	CMS COMMUNICATIONS INC	PO-341646	1,479.14
202556	COMMERCIAL AQUATIC SERVICES	PO-340374	1,285.01
202557	COMMUNICATIONS USA	PO-341949	696.60
202558	COMPLETE OFFICE OF CA	PO-340083	119.88
		PO-340084	201.29
		PO-340424	103.15
		PO-340433	485.99
		PO-340437	80.87
		PO-342363	129.49
202559	CROWN VALLEY TRANS	PO-340365	561.20
202560	CULVER-NEWLIN	PO-341832	1,021.14
		PO-342196	900.72
202561	ASSA ABLOY ENTRANCE SYSTEM INC	PO-341732	429.70
202562	DANIELS TIRE SERVICE	PO-340367	3,059.17
202563	DAVE BANG ASSOCIATES INC	PO-341282	38,624.73
202564	DENAULT'S HARDWARE	PO-341853	125.41
202565	DENAULT'S HARDWARE	PO-340297	113.84
202566	EASY WAY SAFETY SERVICES	PO-340298	964.00
202567	ESPECIAL NEEDS	PO-342194	297.00

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202568	FLINN SCIENTIFIC INC	PO-342287	140.31
202569	FOLLETT SCHOOL SOLUTIONS INC	PO-341934	190.08
		PO-342050	529.16
202570	GOLDEN RULE BINDERY	PO-342077	1,899.21
202571	HAWTHORNE EDUC SERV	PO-342331	520.00
202572	IMAGE 2000	PO-340446	2,456.24
202573	J W PEPPER & SON INC	PO-341683	38.02
		PO-342148	435.17
202574	KAPLAN EARLY LEARNING CO.	PO-341816	448.04
202575	KELLY PAPER COMPANY	PO-340088	9,322.92
202576	LAKESHORE LEARNING MATLS	PO-342100	275.99
202577	LEARNING A-Z	PO-342248	2,531.44
		PO-342258	934.45
202578	LEARNING A-Z	PO-342007	5,172.65
202579	LEARNING ALLY	PO-341478	395.00
202580	LIBERTY FLAGS	PO-341992	139.48
202581	DELL FINANCIAL SERVICES	PO-342541	13.45
202582	DEPARTMENT OF JUSTICE	PO-341750	5,328.00
202583	ADMINISTRATIVE SOFTWARE	PO-340040	1,194.60
202584	EXWORTHY, MARK	PV-151059	423.92
202585	GLASSEN, NINA	PV-151060	66.08
202586	HAUSCHILD, WENDIE	PV-151061	81.76
202587	HEALY, JEROME	PV-151058	47.04
202588	JONES, JOSEPH	PV-151063	193.76
202589	KELLMAN, KATHLEEN	PV-151057	350.56
202590	LUDLOW, JACK	PV-151064	5.60
202591	MARCUS, BRUCE	PV-151065	118.72
202592	MATIENZO, NINA RIE	PV-151066	333.76
202593	METTERT, LISA M	PV-151067	194.32
202594	NIETO, ANJULI	PV-151069	207.76
202595	NORRIS, MAUREEN	PV-151070	29.68
202596	PARKER, LAURA	PV-151071	112.00
202597	PETERSON, DEBRA	PV-151072	113.12
202598	RAEL, MEGAN	PV-151073	29.68
202599	RAFF, DEIDRE	PV-151074	166.32
202600	SHAH, RANA	PV-151075	143.36
202601	SHOFNER, BRIANNA	PV-151076	180.88
202602	SHUMATE, DAGMAR	PV-151077	61.04
202603	STEVER, JANELLE	PV-151078	160.16
202604	THORNBURG, QUIN	PV-151079	101.92
202605	VILCEK, JULIE	PV-151080	58.24
202606	VOSS, MICHELLE	PV-151083	97.44
202607	WEINELL, CAROL	PV-151084	140.56
202608	WENTZEL, KORY	PV-151085	137.20
202609	IBBOTSON, JILL	PV-151082	43.68

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202610	MIERTSCHIN, LAUREN	PV-151068	44.80
202611	HARMAN, NANCY	PV-151056	178.64
202612	HAYES, NATALIE	PV-151062	157.92
202613	VILLEMAIRE, LYNNE	PV-151081	6.72
202614	ANTONIUS, LYNDA	PV-151086	19.04
202615	BENE, CHERI	PV-151087	140.00
202616	BLAND, LISA	PV-151088	60.48
202617	BOWDEN, JOANNA	PV-151089	57.12
202618	CARLISLE, TERESA	PV-151090	31.36
202619	CHRISTMAN-STURM, TRACY	PV-151091	81.20
202620	COX, LINDA	PV-151093	40.88
202621	CREED, KENDRA	PV-151094	107.52
202622	CURLEY, JULIE	PV-151095	57.68
202623	DAGLEY, JEANA	PV-151096	180.32
202624	DYE, JANETTE	PV-151097	2.24
202625	ENDER, PAMELA	PV-151098	70.56
202626	FARRAND, MONA	PV-151099	66.08
202627	FREY, DEBORAH	PV-151100	137.72
202628	GALLEGO, MARINA	PV-151101	59.92
202629	GOLDBECK, MELISSA	PV-151102	235.20
202630	HANAFORD, LAURA	PV-151103	56.56
202631	HERNANDEZ, MARLO	PV-151104	20.16
202632	HERTZ, JANA	PV-151105	194.88
202633	HEUSER, RACHEL	PV-151106	245.28
202634	LEAHY, CHRISTINA	PV-151107	142.80
202635	RODRIGUEZ, MICHELLE	PV-151108	132.16
202636	SCHREIMAN, COURTNEY	PV-151109	91.84
202637	SOBOLESKI, AMANDA	PV-151110	142.24
202638	TABARI, LISA SEYEDI	PV-151112	50.40
202639	WEIS-DAUGHERTY, DENISE	PV-151114	123.20
202640	WRAY, ALLISON	PV-151115	39.20
202641	THOMAS, MEREDITH	PV-151113	57.12
202642	COPE, MARY	PV-151092	123.20
202643	BEADLE, DEBBY	PV-151120	320.31
202644	DONALDSON, PAIGE	PV-151122	19.00
202645	FITCH, MCKENNA	PV-151123	10.00
202646	GARCIA, ALEXANDER	PV-151124	11.00
202647	MANGIPANE, ELYSE	PV-151125	73.37
202648	MARTUS, LARISSA	PV-151139	242.17
202649	PINO, DAVID	PV-151127	68.17
202650	REGAN, KIERAN	PV-151128	130.00
202651	SCHOLL, BARBARA	PV-151129	237.27
202652	WOODWARD, JAYDEN	PV-151130	92.00
202653	WOOLLARD, BROOKE	PV-151131	92.00
202654	WRIGHT, DEVIN	PV-151132	26.00

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202655	CASTELLANOS, CATHY	PV-151133	560.00
202656	PEPPER, CARLA	PV-151134	203.71
202657	ROMERO, JESSICA	PV-151135	115.00
202658	ROSE, TONY	PV-151136	115.00
202659	SHIMAUCHI, KIMBERLY	PV-151138	330.00
202660	COUNCIL FOR ECONOMIC EDUCATION	PO-342118	278.20
202661	MARKERBOARD PEOPLE	PO-342336	179.10
202662	ORANGE COUNTY REGISTER	PO-340261	3,141.04
202663	OVER NIGHT NUMBERING	PO-340097	138.75
202664	PRO-ED	PO-342235	389.40
202665	SARGENT-WELCH/VWR SCIENT	PO-341783	312.49
202666	SCOTT FORESMAN	PO-340892	2,817.95
202667	WARDS NATURAL SCIENCE	PO-341990	415.16
202668	CA COMMISSION ON TEACHER	PO-342193	2,200.00
202669	ANIMAL PEST MANAGEMENT SERVICE	-	
		PO-342455	8,250.00
202670	ANIMAL PEST MANAGEMENT SERVICE	PO-342455	1,395.00
202671	CAMCOR INC	PO-342259	331.81
		PO-342384	2,587.72
202672	CINTAS CORP #640	PO-340189	266.10
		PO-341650	1,116.60
202673	CLARK SECURITY	PO-341137	1,359.71
202674	CLEAN SOURCE	PO-342561	1,144.18
202675	CORONA-NORCO UNIFIED SCH	PV-151154	400.00
202676	DAVE BANG ASSOCIATES INC	PO-341372	37,290.08
202677	DIGITAL NETWORKS GROUP	PO-341229	1,649.08
202678	EDUCATIONAL TESTING SERVICE	PO-341776	100.00
202679	EMERGENCY SERVICES RESTORATION	PO-342327	8,435.75
202680	FOLLETT SCHOOL SOLUTIONS INC	PO-341510	108.30
202681	GOLDEN STAR TECHNOLOGY INC.	PO-342371	204.95
202682	HANDWRITING W/O TEARS	PO-342103	2,274.35
202683	JOHNSTONE SUPPLY	PO-340523	28,222.19
202684	FOLLETT SCHOOL SOLUTIONS	PO-341474	3,973.64
202685	ASSURED FIRE SYSTEMS	PO-342454	1,870.00
202686	CITY OF SAN CLEMENTE	PO-340352	27,748.43
202687	CITY OF SAN JUAN CAPISTRANO	PO-340355	5,859.87
202688	MOULTON NIGUEL WATER	PO-340357	5,460.37
202689	SAN DIEGO GAS & ELECTRIC	PO-340354	70,733.18
202690	SANTA MARGARITA WATER	PO-340353	1,010.20
202691	SO CAL GAS CO	PO-340371	58.90
202692	SO COAST WATER DIST	PO-341629	5,077.05
202693	CLASSROOM DIRECT/SCHOOL	PO-342322	156.30
		PO-342352	178.20
202694	MARKERBOARD PEOPLE	PO-342348	94.95
202695	MARLIN COMPANY, THE	PO-341221	1,890.00

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Warrant Number	Name of Payee	Reference Number	Amount
202696	MCGRAW-HILL COMPANIES	PO-341594	1,614.89
202697	MOBILE COMM REPAIR INC	PO-342097	168.48
202698	NATL SCHOOL PRODUCTS	PO-341350	926.84
202699	O'REILLY AUTOMOTIVES INC	PO-342186	38.02
202700	OXFORD UNIVERSITY PRESS USA	PO-341262	2,272.32
202701	PALOS SPORTS	PO-342358	119.64
202702	PERMA-BOUND	PO-341623	5,744.73
202703	PITNEY BOWES/PRESORT SERVICES	PO-340098	283.18
202704	ROSEN PUBLICATIONS	PO-342592	41.31
202705	SCHOLASTIC BOOK FAIRS-10	PO-342219	1,904.29
202706	SCOTT FORESMAN	PO-340858	12,843.81
		PO-342458	173.61
202707	SHAMROCK SUPPLY CO INC	PO-342065	686.23

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Warrant Number	Name of Payee	Reference Number	Amount
202708	SOUTHWEST SCHOOL SUPPLY	-	
		PO-340016	359.16
		PO-340017	71.96
		PO-340018	299.61
		PO-340020	100.36
		PO-340046	82.41
		PO-340085	77.93
		PO-340086	99.33
		PO-340089	1,119.57
		PO-340266	44.70
		PO-340269	3,117.92
		PO-340425	94.06
		PO-340434	85.77
		PO-340435	223.48
		PO-340443	18.36
		PO-340444	262.65
		PO-340445	154.66
		PO-340456	38.34
		PO-340464	578.74
		PO-340468	88.12
		PO-340471	347.15
		PO-340475	79.11
		PO-340476	671.81
		PO-340524	14.91-
		PO-340525	299.33
		PO-340526	125.93
		PO-340527	310.96
		PO-340528	439.83
		PO-340531	998.57
		PO-340532	443.79
		PO-340533	317.51
		PO-340536	1,918.89
		PO-340537	1,347.85
		PO-340538	494.83
		PO-340563	732.09
		PO-340564	940.57

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Warrant Number	Name of Payee	Reference Number	Amount
202709	SOUTHWEST SCHOOL SUPPLY	-	
		PO-340565	649.74
		PO-340593	731.22
		PO-340620	910.98
		PO-340621	264.88
		PO-340622	773.63
		PO-340623	492.62
		PO-340667	4,731.86
		PO-340754	524.33
		PO-340763	593.36
		PO-341093	1,079.84
		PO-341094	45.33-
		PO-341095	83.02
		PO-341096	1,027.94
		PO-341097	43.32
		PO-341131	342.85
		PO-341398	994.84
		PO-341437	886.88
		PO-341619	576.16
		PO-341624	271.51
		PO-341671	2,056.37
		PO-341672	293.62
		PO-341814	376.87
		PO-341831	325.46
		PO-341842	262.37
		PO-341844	1,608.56
		PO-341892	637.22
		PO-341893	153.96
		PO-341923	36.55
		PO-341985	119.28
		PO-342003	378.00
		PO-342064	2,426.11
		PO-342073	148.81
		PO-342090	250.00
		PO-342107	175.33
		PO-342108	329.62
		PO-342240	727.93
202710	SOUTHWEST SCHOOL SUPPLY	PO-342335	11.34
202711	SPORT CHALET	PO-341876	9,422.09
		PO-341877	1,489.85
202712	WARDS NATURAL SCIENCE	PO-341990	118.88
202713	WAXIE	-	
		CM-150101	106.02-
		CM-150102	11.66-
		PO-340385	9,740.96

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Warrant Number	Name of Payee	Reference Number	Amount
202714	WAXIE	PO-340385	292.00-
202715	ROSETTA STONE LTD	PO-340038	16,350.00
202716	DESTINATION IMAGINATION INC	PO-342381	653.00
202717	THOUSAND PINES OUTDOOR SCHOOL	PO-342603	1,508.70
202718	SOUTH COAST ROP	CL-141568	18,924.56
		CL-141570	20,381.09
202719	US BANK-PARS#6746022400	PO-340225	4,579.80
202720	CORVEL CORPORATION	PO-340329	166,975.00
202721	BANH, JULIE/NAM	PV-151157	777.15
202722	BRESSLER, ERIC & KATHY	PV-151158	120.02
202723	CUHADAROGLU, MEHMET OR BELGIN	PV-151159	1,127.84
202724	MENDOZA, JUDITH	PV-151161	196.22
202725	NICOLL, THOMAS & HEIDI	PV-151162	179.65
202726	O'LEARY GUTIERREZ, MARIA	PV-151160	168.11
202727	SANTIAGO, JOSE & YAMEL SANCHEZ	PV-151163	150.21
202728	DUSABLON, DYLAN	PV-151164	15.00
202729	HADLEY, ANITA	PV-151165	62.00
202730	MOLINA, EDUARDO	PV-151166	84.00
202731	PUELMA, ESTELA	PV-151167	49.06
202732	BRANNON, DESIREE	PV-151168	100.24
202733	BROWN, SUSAN	PV-151169	31.92
202734	BRUNTON, MICHELLE	PV-151170	115.36
202735	CHOI, EUN YOUNG	PV-151171	107.52
202736	CORCORAN, TRAVIS	PV-151172	220.64
202737	CUNNINGHAM, CHADWICK	PV-151173	118.16
202738	ENGELSON, EMILY	PV-151174	136.64
202739	ENRIQUEZ, MICHELLE L	PV-151175	182.56
202741	FFRENCH, ANDREA	PV-151177	47.04
202742	FLYNN, MARGARET	PV-151178	221.20
202743	GILL, ARVINDER	PV-151179	108.64
202744	GONG, PHOEBE	PV-151180	115.36
202745	HACKER, COLIN	PV-151181	128.80
202746	HALL, SHEILA	PV-151182	250.32
202747	HANRATTY-RAJA, JENNIPHER	PV-151183	19.60
202748	HAUN, BARBARA	PV-151184	151.76
202749	HILL, DAWN	PV-151185	181.44
202750	HOOPER, GWYNETH	PV-151186	31.36
202751	JACOBS, ALLISON	PV-151187	77.28
202752	JIMENEZ, DENISE	PV-151188	93.52
202753	KERINS, TRACY	PV-151189	36.40
202754	LAUBACH, LYNELLE	PV-151190	35.84
202755	MCKEE, DANISE	PV-151191	120.96
202756	MICKLE, JACQUELINE	PV-151192	153.44
202757	RODRIGUEZ, LAURA	PV-151193	80.64
202758	SCOTT, KATHY	PV-151194	41.44

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Warrant Number	Name of Payee	Reference Number	Amount
202759	YOUNG, JENNA	PV-151195	15.12
202760	BROOKMAN, JOSEPH	PV-151196	354.48
202761	BROWN, NANCY	PV-151197	59.92
202762	COX, WILLIAM A	PV-151224	118.16
202763	CROSS, MINDY	PV-151198	319.76
202764	GOMEZ, LYDIA	PV-151226	83.44
202765	KIMMELL, JULIE	PV-151200	175.84
202766	KORBY, SUE	PV-151201	27.44
202767	KUNERT, NICOLE	PV-151202	26.88
202768	LACHEMANN, DINA	PV-151203	155.68
202769	NAPORA, NOELLE	PV-151204	145.60
202770	ORTIZ, RYAN	PV-151205	143.36
202771	PERRY, CYNTHIA	PV-151206	22.40
202772	RASHIDI, AKRAM KIM	PV-151207	241.92
202773	REGAN, MARY	PV-151210	85.68
202774	ROCHE, ANN	PV-151208	264.88
202775	RUSINKOVICH, CHERYL	PV-151209	93.52
202776	SHUPE, MARY D	PV-151211	29.68
202777	SOLIS, BERTHA	PV-151212	54.88
202778	SOLTIS, PAMELA	PV-151213	144.48
202779	STIRLING, ROBERT	PV-151214	113.68
202780	TAYNE, JULIE	PV-151215	182.00
202781	TUCKER, MARYANN	PV-151216	118.72
202782	VAHDAT, SHAHEEN	PV-151217	31.92
202783	VARGAS, DAVID	PV-151218	247.52
202784	WACHMAN, TIFFANY	PV-151220	59.36
202785	WEBSTER, ANNE	PV-151221	89.04
202786	WESTON, KELLY	PV-151222	75.04
202787	WHALEN, ANDREA	PV-151223	144.48
202788	WOLFSON, DONNA	PV-151225	136.08
202789	HOCHGESANG, BARBARA	PV-151199	37.52
202790	AMERICAN LOGISTICS COMPANY LLC	PO-341748	20,642.25
202791	CALIFORNIA WEEKLY EXPLORER INC	PO-342499	680.00
		PO-342501	970.00
		PO-342505	2,090.00
202792	CERTIFIED TRANSPORTATION	PV-151245	1,716.00
202793	IXL LEARNING INC	PO-342651	2,800.00
202794	PALI MOUNTAIN INSTITUTE	PO-341972	17,312.50
202795	UNIVERSITY OF OREGON	PO-342114	300.00
202796	Vital Link Orange County	PO-342450	2,800.00
202797	CITY OF SAN JUAN CAPISTRANO	PO-340355	599.61
202798	CONSOLIDATED ELECT DISTR	PO-340363	973.86
202799	COUNTY OF ORANGE-WASTE MNGT	PO-341170	922.61
202800	CR&R INCORPORATED	PO-340519	15,227.15
202801	DAVID TAUSSIG ASSOC INC	PO-341803	252.70

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Warrant Number	Name of Payee	Reference Number	Amount
202802	GILBERT & STEARNS INC	PO-340522	10,425.47
202803	PACIFIC PLUMBING COMPANY OF	PO-341695	4,439.12
202804	SAN DIEGO GAS & ELECTRIC	PO-340354	303,511.14
202805	SANTA MARGARITA WATER	PO-340353	2,317.26
202806	SO CAL GAS CO	PO-340371	2,450.64
202807	SOUTHERN CALIFORNIA EDISON	PO-340370	68,710.74
202808	TANDUS CENTIVA US LLC	PO-341311	1,033.72
202809	CULVER-NEWLIN	PO-342171	10,479.24
202810	DSA	PO-342654	947.04
202811	DAVID TAUSSIG ASSOC INC	PV-151243	717.65
202812	ALPHA VISTA SERVICES INC	PO-342472	12,084.00
202813	ALTERNATIVE COMM SVCS	PO-341443	988.00
202814	BERRY, SCOTT AND/OR JAIME	PO-340790	1,310.40
202815	BLIND CHILDREN'S LEARNING	PO-340473	4,351.00
202816	BUSINESS INTERPRISE	PO-340161	1,870.00
202817	CRARY, BRENDA	PO-340206	1,860.00
202818	DEVEREUX CLEO WALLACE	PO-341246	13,378.20
202819	DEVEREUX TEXAS TREATMENT	PO-341666	771.36
		PO-341918	12,872.90
202820	DEVEREUX TEXAS TREATMENT	PO-340703	9,760.59
202821	EBBING, CURTIS AND/OR MARYAM	PO-340557	872.48
202822	HEAR NOW DBA ABRAMSON	PO-340165	3,060.00
202823	HERITAGE SCHOOLS INC	PO-340693	11,073.00
		PO-340816	11,073.00
202824	JANNEY, MICHAEL & VANESSA	PO-342536	333.60
202825	KIDS INSTITUTE FOR DEVELOPMENT	PO-341608	1,380.00
202826	LAW OFFICES OF MAUREEN GRAVES	PO-342643	7,500.00
202827	LCRA TRUST	PO-340328	6,238.75
202828	MINGUS MOUNTAIN ACADEMY	PO-340700	9,319.00
202829	MOLDAUER, PAMELA S.	PO-340221	1,950.00
202830	NSI ACADEMY	PO-341042	9,319.00

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Warrant Number	Name of Payee	Reference Number	Amount
202831	OCEANVIEW SCHOOL	PO-340459	3,844.00
		PO-340461	4,296.00
		PO-340463	3,756.00
		PO-340465	3,816.00
		PO-340466	3,180.00
		PO-340467	3,816.00
		PO-340469	2,544.00
		PO-340470	3,276.00
		PO-340570	3,180.00
		PO-340694	3,182.00
		PO-340696	4,056.00
		PO-340698	3,720.00
		PO-341088	3,480.00
		PO-342140	1,530.00
		PO-342282	3,180.00
		PO-342283	3,392.00
		PO-342342	4,144.00
202832	ORANGE COUNTY THERAPY SERVICE	PO-340204	6,640.00
202833	SHACK-LAPPIN, CAROL	PO-340220	1,239.30
202834	SOLIANT HEALTH INC	PO-342344	3,953.00
202835	SPRAKER, GEORGE & HEATHER	PO-334308	1,018.00
202836	STAFFREHAB	PO-340160	2,860.00
		PO-342145	4,930.00
202837	WILLIAMS, MATTHEW	PO-340156	1,518.75
202838	ART MASTERS INC	PO-340218	1,940.00
		PO-340643	7,205.00
202839	ART MASTERS INC	PO-340240	4,607.00
202840	ARTMASTERS INC	PO-340414	1,755.00
202841	AVID CENTER	PO-340239	38,340.00
202842	BARBER & GONZALES CONSULTING	PO-342011	7,253.76
202843	BEST BEST & KRIEGER LLP	PO-340134	462.50
202844	BESTGEN, MARY	PO-340419	533.33
202845	CONTEMPORARY SERVICES CORP.	PO-341897	3,177.19
		PO-341966	6,172.13
		PO-341968	3,791.06
		PO-342044	3,224.50
		PO-342154	796.50
202846	GARCIA, IRMA R.	PO-340205	3,588.00
202847	KRANTZ, TRICIA	PO-340207	2,685.60
202848	NvLS PROFESSIONAL SERVICES LLC	PO-341801	9,500.00
202849	ORANGE COUNTY DEPT OF EDUCATIO	PO-341617	170.00
		PO-342415	300.00
202850	PORT VIEW PREPARATORY SCHOOL	PO-342343	11,245.00
202851	REBECCA ROMO	PO-341571	1,007.50
202852	SCHOOL SERVICES OF CALIF	PO-342010	3,420.00

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Warrant Number	Name of Payee	Reference Number	Amount
202853	VAVRINEK TRINE DAY & CO LLP	PO-341800	24,300.00
202854	STROUD, KEITH R	PO-342040	301.00
202855	BENE, CHERI	PV-151266	255.37
202856	JOHNSON, DAWN	PV-151259	73.36
202857	KAROLYS, ANDREA	PV-151269	155.56
202858	O'DONOVAN, LINDA	PV-151261	72.84
202859	PETTEY, STEPHANIE	PV-151265	369.26
202860	RAMIREZ, MARIA CATALINA	PV-151264	72.24
202861	RUNYAN, JAMIE	PV-151260	72.84
202862	TEAGER, KATHLEEN	PV-151263	70.00
202863	WADA, LISA	PV-151262	72.84
202864	WHITESIDE, TONYA	PV-151268	50.88
202865	WONDOLOSKI, GREG	CL-141448	250.64
202866	WOOD, CHERYL	PV-151267	50.88
202867	YOGI, STACY	PV-151230	681.33
202868	AERO MARK	PO-340449	54.92
202869	APPLE COMPUTER INC	PO-342239	3,893.76
		PO-342289	1,301.76
		PO-342359	433.92
		PO-342360	486.84
202870	ASSOCIATION OF CALIFORNIA	PO-340774	328.00
202871	BAILEY POTTERY EQUIPMENT CORP	PO-342243	90.00
202872	BAYSCAN	PO-342387	138.70
202873	BERTRANDS HORN IMPROVEMENT	PO-340223	296.90
202874	BIOMETRICS4ALL INC	PO-341855	90.00
202875	BLAIRS TOWING INC	PO-341604	875.00
202876	C D T INC.	PO-340346	408.25
202877	CAMCOR INC	PO-342319	1,230.29
		PO-342320	1,597.53
		PO-342471	331.81
202878	CDW GOVERNMENT	PO-340072	377.80
		PO-341706	292,406.87
202879	CM SCHOOL SUPPLY CO	PO-340591	249.80
202880	COSTCO S.J.C.	PO-342667	294.35
202881	ENET COMPONENTS INC	PO-340071	81.30
		PO-342452	58.02
202882	EVIDENT CRIME SCENE PRODUCTS	PO-341991	356.00
202883	FOLLETT SCHOOL SOLUTIONS INC	PO-340976	9,856.41
202884	GOLDEN RULE BINDERY	PO-341818	1,135.08
		PO-342079	38,893.70
		PO-342545	4,114.50
		PO-342550	113.39
		PO-342551	3,283.15
202885	GOLDEN STAR TECHNOLOGY INC.	PO-342473	409.89

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Warrant Number	Name of Payee	Reference Number	Amount
202886	IMAGE 2000	PO-341736	571.81
		PO-342464	166.31
202887	INSIGHT SYSTEMS EXCHANGE	PO-341881	2,885.76
		PO-342083	360.72
		PO-342177	333.54
202888	IPC USA	PO-340603	22,793.66
202889	J W PEPPER & SON INC	PO-340228	93.97
202890	KELLY PAPER COMPANY	PO-340088	1,021.53
202891	LAKESHORE LEARNING MATLS	PO-341477	12,085.58
202892	AVID CENTER	PO-342190	445.00
202893	CMC - SOUTH	PO-342583	50.00
		PO-342585	50.00
202894	COALITION FOR ADEQUATE SCHOOL	PO-341616	249.00
202895	EDUPOINT EDUCATIONAL SYSTEMS	PO-342434	125.00
202896	NAPT	PO-342087	399.00
202897	ORANGE COUNTY DEPT OF EDUCATIO	PO-341894	185.00
202898	REGENTS OF THE UNIVERSITY CA	PO-340496	400.00
202899	WORKABILITY 1 REGION 1	PO-342540	600.00
202900	NATIONAL ALLIANCE OF CHILDRENS	PO-342120	2,500.00
202901	260-PRAXAIR DISTRIBUTION INC.	PO-341184	333.40
202902	MAACO COLLISION REPAIR & AUTO	PO-340546	976.38
202903	MCGRAW-HILL COMPANIES	PO-342433	1,064.88
202904	MISSION AUTO SERVICE	PO-340579	3,391.85
202905	MOBILE COMM REPAIR INC	PO-341431	854.90
202906	MOBILE FLEET WASH	PO-340548	871.00
202907	MUSIC & ARTS	PO-342299	41.22
202908	NASCO WEST	PO-341334	1,430.52
202909	OFFICE DEPOT	PO-340012	188.48
		PO-340316	215.23
		PO-340317	253.89
		PO-341099	440.79
		PO-341978	28.06
		PO-342189	95.96
		PO-342490	73.63
202910	ORANGE COUNTY FIRE AUTHORITY	PO-342650	275.00
202911	ORANGE CTY TANK TESTING	PO-342377	1,742.72
202912	PRIORITY MAILING SYSTEMS	PO-340099	594.92
202913	RIDDELL/ALL AMERICAN	PV-151246	906.40
202914	SCOTT FORESMAN	PO-342390	2,473.73
202915	SEHI COMPUTER	PO-340075	178.20
202916	SIGNS BY CREATIONS UNLIMITED	PO-341165	1,905.12
202917	SOUTH COAST FAMILY MEDI CENTER	PO-340349	325.00
202918	SOUTH COAST FIRE PROTECTION	PO-342294	270.00
202919	SPICERS PAPER CO	PO-340090	816.05

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....NOVEMBER 12, 2014

Warrant Number	Name of Payee	Reference Number	Amount
202920	SPORT CHALET	PO-330817	6,070.72
		PO-335589	2,229.27
202921	STEVE GASKEY	PO-342467	3,900.00
202922	THYSSENKRUPP ELEVATOR CORP	PO-341643	10,890.51
202923	TIFCO INDUSTRIES	PO-340680	915.47
		PO-341175	363.62
202924	UNITED RENTALS	PO-340362	1,557.19
		PV-151250	185.13
		PV-151251	46.04
		PV-151252	183.50
		PV-151253	1,991.76
		PV-151254	34.56
		PV-151255	2,264.75
202925	UNITED TRANSMISSION EXCHANGE	PO-340684	3,234.61
202926	VERNIER SOFTWARE	PO-342280	2,776.47
202927	VISTA HIGHER LEARNING	PO-340706	763.08
		PO-340926	763.08
		PO-340934	1,913.26
		PO-340957	2,668.39
		PO-342135	127.36
202928	WATERLINES TECHNOLOGIES INC	PO-341773	1,637.99
		PO-342058	1,009.48
202929	WAXIE	-	
		PO-340385	29,369.20
202930	WAXIE	-	
		PO-340385	21,655.51
202931	WAXIE	PO-340385	18,739.03
202932	OFFICE DEPOT	PO-341995	56.97
202933	DSA	PO-342656	1,657.79
202934	ANIMAL PEST MANAGEMENT SERVICE	PO-342455	150.00
202935	ASSOC BUSINESS PRODUCTS	PO-340994	227.18
202936	CAPISTRANO GOLF CARS	PO-340230	1,379.08
202937	CENGAGE LEARNING	PO-342273	21,289.50
		PO-342275	10,033.75
202938	CINTAS FIRST AID & SAFETY	PO-341852	339.28
202939	CLARK SECURITY	PO-341137	6,029.42
202940	CLEAN SOURCE	PO-342561	426.54
202941	CULVER-NEWLIN	PO-341956	322.70
202942	DENAULT'S HARDWARE	PO-340290	4,854.04
202943	GAMETIME	PO-341445	710.16
202944	GANAHL LUMBER	PO-340360	346.07
202945	HD SUPPLY FACILITIES MAINTN	PO-341173	513.23
202946	HIRSCH PIPE & SUPPLY	PO-340361	2,549.61
202947	HYDRO-SCAPE PRODUCTS INC	PO-340121	403.16
202948	JOHN DEERE LANDSCAPES	PO-340122	276.89

Board of Trustees Warrant Listing
===== Fiscal Year: 2014-15 =====
Board of Trustees Meeting.....NOVEMBER 12, 2014

Warrant Number	Name of Payee	Reference Number	Amount
202949	JOHNSTONE SUPPLY	PO-340523	14,085.71
202950	LAWNMOWERS ETC	PO-340232	314.33
		PO-341954	520.43
		PO-342594	500.01
202951	LOCAL JANITORIAL & VACUUM	PO-340231	674.89
202952	THE ALARM AND SPRINKLER CO INC	PO-342170	4,694.14
202953	SCAQMD-PERMIT SERVS-DATA ENTRY	PO-342563	745.39
202954	MEBA C/O	PO-341531	21,660.00
		PO-341533	3,822,560.72
899 Warrants			\$10,262,945.54

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

VENDOR	TITLE	BOARD APPROVAL DATE
A&R Wholesale Distributors, Inc.	Bid No. 1415-10 Frozen Food Products	7/23/2014
A&R Wholesale Distributors, Inc.	Bid No. 1415-06 Grocery, Snack and Beverage Products	6/25/2014
Above All Names Construction Services, Incorporated	Bid No. 1415-13, Concrete Maintenance & Repair	10/8/2014
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	Desert 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
Commercial Aquatic Services, Inc.	Newport Mesa Unified School District, Bid No. 100-15, Pool Supplies	10/8/2014
Concepts School and Office Furnishings	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
Concepts School and Office Furnishings	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Concepts School and Office Furnishings	Hawthorne School District Bid No. 13-14-1, Furniture and Accessories	5/28/2014
Consolidated Electrical Distributors	Bid No. 1415-03 Electrical Supplies and Materials	6/11/2014
Contemporary Services Corporation	RFP No. 5-1213, Event Security Services	2/27/2013
Cox Communications California, LLC Cox California Telcom, LLC	RFP No. 1-1314 Wide Area Network Services	3/12/2014
CR&R	Bid No. 1112-06 - Service to Collect, Recycle, and Dispose of Solid Waste District wide	8/8/2011
Creative Images	RFP No. 7-1314 Photography Services	6/11/2014
Culver-Newlin	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

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

VENDOR	TITLE	BOARD APPROVAL DATE
Dell Computer (Dell Marketing LP)	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27160 awarded to Dell Marketing L.P., California Participating addendum, Computer Equipment, peripherals, and related services.	6/27/2012
Desert Business Interiors	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
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. 1415-11 Pizza Service	8/13/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-10, Fleet Vehicles - Cars	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	8/27/2014
Downtown Ford Sales	California Multiple Award Schedule Contract No. 1- 14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
E. Stewart & Assoc, Inc.	Bid No. 1213-02 - Weed Abatement	5/23/2012
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-10, Fleet Vehicles - Cars	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-20, Fleet Vehicles - Trucks	8/27/2014
Elk Grove Auto Group	California Multiple Award Schedule Contract No. 1- 14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
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

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

VENDOR	TITLE	BOARD APPROVAL DATE
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
Hanford Hyundai	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Hanford Toyota	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
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
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
KYA Services, LLC	California Multiple Award Schedule Contract No. 4-14-72-0057A, GSA Schedule No. GS-27F-0504H, Purchase, Warranty, and Installation of Floor Covering and Related Products	9/24/2014
Lenovo (United States), Incorporated	State of Minnesota, Department of Administration, National Association of State Procurement Officials, and Western States Contracting Alliance Contract No. B27168	6/25/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
Lifetouch National School Studios	RFP No. 7-1314 Photography Services	6/11/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Livermore Ford	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
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
Riverview International	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Sanders Construction Services	Bid No. 1314-16, CVHS Lunch Pavilion and Music Plaza	3/12/2014
School Facility Consultants	RFP No. 8-1314, State School Building Program Advisor	1/22/2014
School Space Solutions	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Bid No. 1415-01 Audio Visual Equipment	7/9/2014
School Specialty	Redlands Unified School District Bid No. 4-11 Furniture, Filing, and Office Equipment	8/8/2011
School Specialty	Newport Mesa Unified School District, Bid No. 105-12, School Office Furniture	11/30/2011
Schools First Federal Credit Union	RFQ/P No. 1-0809 Third Party Administration Services (TPA) for Capistrano Unified School District's 403(b) Plan	2/9/2009

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

VENDOR	TITLE	BOARD APPROVAL DATE
SectorPoint, Inc.	CMAS Contract No. 4-11-03-0492A GSA Schedule No. GS-07F-0509W Non Information Technology Goods, Civic Permits Software	8/20/2012
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
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Swift Superstore	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
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
Williams Scotsman	Los Alamitos Unified School District Bid No. 2010-0002, Relocation, Dismantle and Removal of DSA Portable Classroom	7/11/2011
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014

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

VENDOR	TITLE	BOARD APPROVAL DATE
Winner Chevrolet	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
WLC Architects, Inc.	RFQ No. 4-1314, Architectural Services	12/11/2013
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-10, Fleet Vehicles - Cars	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-20, Fleet Vehicles - Trucks	8/27/2014
Wondries Fleet Group	California Multiple Award Schedule Contract No. 1-14-23-23, Fleet Vehicles - Vans & SUVs	8/27/2104
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 10/22/14

2014-15

112650	A & R WHOLESALE DISTRIBUTORS	535,700.51
112173	ASCIP	2,010,667.00
049767	BENS ASPHALT	476,253.93
118161	CAPISTRANO CONNECTIONS ACADEMY	4,070,540.00
130027	CAPISTRANO UNIFIED	608,836.44
120141	CAPISTRANO UNIFIED SCHOOL DIST	989,053.86
015900	CAPO-LAGUNA BEACH ROP	1,470,659.42
106764	CDWG Inc	424,608.53
143558	COMMERCIAL & INDUSTRIAL	686,966.85
146265	COMMUNITY ROOTS	782,097.00
122828	CORVEL ENTERPRISE COMP INC	851,233.36
144459	E L ACHIEVE	254,384.55
051854	GILBERT & STEARNS INC	383,894.64
150399	HARRIS STEEL FENCE CO. INC.	285,485.80
148747	ILLUMINATE EDUCATION INC.	263,238.50
144880	IPC USA	257,299.21
105873	JOURNEY CHARTER SCHOOL	621,816.00
150703	MEBA C/O	11,257,106.53
120832	METROPOLITAN EMPLOYEES	7,037,947.16
113144	OPPORTUNITY FOR LEARNING	618,065.07
066570	ORANGE COUNTY DEPT OF EDUC	1,371,173.03
146264	OXFORD ACADEMY	1,405,770.00
145219	PACIFIC ROOFING SYSTEMS	359,274.25
078255	SAN DIEGO GAS & ELECTRIC	3,331,991.39
150282	SILVER CREEK INDUSTRIES INC.	824,871.03
149669	SOUTH COAST ROP	460,017.28
122718	SOUTHERN CALIFORNIA EDISON	609,831.00
145062	STUTZ ARTIANO SHINOFF & HOLTZ	301,462.33
147868	US BANK	2,464,433.65
096332	WAXIE	363,537.58
099210	XEROX CORPORATION	786,053.14

DONATION OF FUNDS
November 12, 2014

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Aliso Niguel High School PTSA	\$3,000.00	SchoolLoop Plus Renewal	Aliso Niguel High School
Aliso Niguel High School PTSA	\$5,922.90	TurnItIn.Com	Aliso Niguel High School
City of Aliso Viejo	\$1,000.00	Instructional Materials and Supplies	Aliso Viejo Middle School
Aliso Viejo Middle School PTSA	\$4,500.00	Instructional Materials and Supplies	Aliso Viejo Middle School
Ambuehl Elementary School PTA	\$10,500.00	Primary Music Teacher	Ambuehl Elementary School
Arroyo Vista K-8 School PTA	\$3,666.60	Projector and Installation for Elementary MPR	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$3,569.00	Projector and Installation for Middle School MPR	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$9,000.00	Grade Level Field Trips	Arroyo Vista K-8 School
Arroyo Vista K-8 School PTA	\$1,026.59	SchoolLoop Contract	Arroyo Vista K-8 School
Bathgate Elementary School Foundation	\$52.63	Paper Reimbursement	Bathgate Elementary School
Bathgate Elementary School Foundation	\$2,479.31	Accelerated Reader Program	Bathgate Elementary School
Bathgate Elementary School Foundation	\$2,411.03	Instructional Materials and Supplies	Bathgate Elementary School
Bergeson Elementary School Foundation	\$26,000.00	Reading Aides	Bergeson Elementary School
Bergeson Elementary School Foundation	\$31,500.00	Primary Music Program 2014-2015 School Year	Bergeson Elementary School
Bergeson Elementary School Foundation	\$367.00	Scholastic Fast Math and Fraction Nation	Bergeson Elementary School
Assistance League of Capistrano Valley		Apple TV	Bernice Ayer Middle School
Canyon Vista Elementary School PTA	\$21,000.00	Primary Music Program 2014-2015 School Year	Canyon Vista Elementary School
CUSD Foundation	\$1,000.00	5th Grade Whale Watching Field Trip	Canyon Vista Elementary School
CR&R	\$999.89	Guidance Funds	Capistrano Valley High School
Capistrano Valley High School Foundation	\$6,031.53	SchoolLoop Contract	Capistrano Valley High School
Capistrano Valley High School Softball Boosters		John Deere Gator	Capistrano Valley High School
Castille Elementary School PTA	\$15,750.00	Instructional Materials and Supplies	Castille Elementary School
Ladera Ranch Education Foundation, Inc.	\$21,000.00	Save the Music Program	Chaparral Elementary School
Clarence Lobo Elementary School PTA	\$10,500.00	Primary Music Program 2014-2015 School Year	Clarence Lobo Elementary School
Target - Take Charge of Education	\$1,083.55	Instructional Materials and Supplies	Dana Hills High School
Dana Hills High School PTSA	\$6,842.26	SchoolLoop Contract	Dana Hills High School
Ms. Christi Stewart	\$400.00	Instructional Materials and Supplies	Dana Hills High School
Kroger	\$224.81	Instructional Materials and Supplies	Del Obispo Elementary School
United Way Silicon Valley	\$100.00	Instructional Materials and Supplies	Don Juan Avila Elementary School
Don Juan Avila Elementary School PTA	\$2,409.00	Art Masters Program	Don Juan Avila Elementary School
Don Juan Avila Elementary School PTA	\$21,000.00	Primary Music Teacher	Don Juan Avila Elementary School
Don Juan Avila Elementary School PTA	\$313.00	Fast Math Program	Don Juan Avila Elementary School
Youth Service America	\$1,000.00	ABC Summer of Service Award	Don Juan Avila Middle School
Assistance League of Capistrano Valley	\$202.98	Projector Lamps	Don Juan Avila Middle School
Assistance League of Capistrano Valley	\$493.00	Epson Projector	Don Juan Avila Middle School
Jostens Yearbook		HP Color Laser Jet Printer	Don Juan Avila Middle School
George White Elementary School PTA	\$24.62	Meet the Masters Program	George White Elementary School
George White Elementary School PTA	\$2,947.04	Art Instruction	George White Elementary School
George White Elementary School PTA	\$131.00	Technology to Support Reading Program	George White Elementary School
George White Elementary School PTA	\$1,000.00	Additional Hours for Student Supervisor	George White Elementary School

**DONATION OF FUNDS
November 12, 2014**

DONATED BY	AMOUNT	PURPOSE	SCHOOL
George White Elementary School PTA	\$21,000.00	Primary Music Program 2014-2015 School Year	George White Elementary School
Hidden Hills Elementary School PTA	\$1,000.00	Meet the Masters Program	Hidden Hills Elementary School
Target - Take Charge of Education	\$453.30	Instructional Materials and Supplies	John S. Malcom Elementary School
Friends of Malcom - CUSD Foundation	\$45,000.00	Instructional Aides	John S. Malcom Elementary School
John S. Malcom Elementary School PTA	\$10,500.00	Kindergarten Music Program	John S. Malcom Elementary School
John S. Malcom Elementary School PTA		3 Apple iPads	John S. Malcom Elementary School
Ladera Ranch Education Foundation, Inc.	\$4,362.74	Student Safety and Support	Ladera Ranch Elementary School
Ladera Ranch Middle School PTA	\$5,260.10	Lunch Tables and Computers	Ladera Ranch Middle School
Target - Take Charge of Education	\$518.59	Instructional Materials and Supplies	Ladera Ranch Middle School
Laguna Niguel Elementary School PTA	\$3,519.36	Meet the Masters Program	Laguna Niguel Elementary School
Mr. and Mrs. Patrick Patterson	\$125.00	Early Childhood Program	Learning Link - Hidden Hills Elementary School
Mr. and Mrs. Elham Delune	\$120.00	Early Childhood Program	Learning Link - Hidden Hills Elementary School
Ms. Christine Gosz	\$125.00	Early Childhood Program	Learning Link - Hidden Hills Elementary School
Mr. and Mrs. David Wells	\$125.00	Early Childhood Program	Learning Link - San Juan Elementary School
Mr. and Mrs. Luis Pedraza	\$125.00	Early Childhood Program	Learning Link - San Juan Elementary School
Mr. John Cleveland & Mrs. Stephanie Fong	\$125.00	Early Childhood Program	Learning Link - San Juan Elementary School
Mr. and Mrs. David Long	\$125.00	Early Childhood Program	Learning Link - San Juan Elementary School
Mr. and Mrs. Jesus Becerra	\$125.00	Early Childhood Program	Learning Link - San Juan Elementary School
Mrs. Megan Delgado	\$125.00	Early Childhood Program	Learning Link - Viejo Elementary School
Mr. and Mrs. Cory Glidden	\$125.00	Early Childhood Program	Learning Link - Viejo Elementary School
Mr. and Mrs. Lauro Romero	\$125.00	Early Childhood Program	Learning Link - Viejo Elementary School
Mr. Mike Kashima	\$125.00	Early Childhood Program	Learning Link - Viejo Elementary School
Marblehead Elementary School PTA	\$498.00	Scholastic Services	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,940.00	Art Masters Program	Marblehead Elementary School
Marblehead Elementary School PTA	\$1,045.00	Walk Through the American Revolution Assembly	Marblehead Elementary School
Moulton Elementary School PTA	\$4,607.00	Art Masters Program	Moulton Elementary School
ONECAUSE	\$5.20	Instructional Materials and Supplies	Moulton Elementary School
Moulton Elementary School PTA	\$21,000.00	Primary Music Program 2014-2015 School Year	Moulton Elementary School
Newhart Middle School PTA	\$3,222.84	School Loop Contract	Newhart Middle School
Microsoft	\$250.00	Instructional Materials and Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$8,300.00	Primary Music Teacher	Oso Grande Elementary School
Edison International	\$120.00	Instructional Materials and Supplies	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$40,000.00	Technology Chromebooks	Oso Grande Elementary School
Oso Grande Elementary School PTA	\$4,656.85	Non-Instructional Materials and Supplies	Oso Grande Elementary School
Summer Photography	\$906.00	Instructional Materials and Supplies	Oso Grande Elementary School
Target - Take Charge of Education	\$1,070.56	Instructional Materials and Supplies	Oso Grande Elementary School
Vending Plus	\$44.78	Instructional Materials and Supplies	Oso Grande Elementary School
Kroger	\$43.76	Instructional Materials and Supplies	Palisades Elementary School
Palisades Elementary School PTA	\$21.48	Art Masters Program	Palisades Elementary School
Kroger	\$28.82	Instructional Materials and Supplies	Palisades Elementary School

**DONATION OF FUNDS
November 12, 2014**

DONATED BY	AMOUNT	PURPOSE	SCHOOL
Palisades Elementary School PTA	\$1,508.70	5th Grade Science Camp Deposit	Palisades Elementary School
Palisades Elementary School PTA	\$4,656.00	Art Masters Program	Palisades Elementary School
Kroger	\$91.86	Instructional Materials and Supplies	Phillip Reilly Elementary School
Elite Educational Institute	\$250.00	Newspaper	San Clemente High School
Varsity Driving Academy	\$200.00	Newspaper	San Clemente High School
Ms. Laura McCorvey		2005 Ford Taurus	San Clemente High School - ATPA
Sgt. Tyler Huges		2001 Audi	San Clemente High School - ATPA
Ms. Lina G. Perez	\$100.00	Instructional Materials and Supplies	San Juan Elementary School
Target - Take Charge of Education	\$519.61	Instructional Materials and Supplies	San Juan Elementary School
San Juan Children's Education Foundation	\$8,960.00	Library Tech for 2014-2015 School Year	San Juan Elementary School
San Juan Children's Education Foundation	\$10,500.00	Primary Music Teacher 2014-2015 School Year	San Juan Elementary School
San Juan Children's Education Foundation	\$3,625.00	ST Math and Mind Institute	San Juan Elementary School
Laguna Niguel Presbyterian Church	\$375.00	Instructional Materials and Supplies	San Juan Elementary School
Shorecliffs Middle School Foundation	\$2,000.00	Substitute Coverage	Shorecliffs Middle School
Shorecliffs Middle School Foundation	\$4,421.52	Five Document Camera/Projector Bundles	Shorecliffs Middle School
Shorecliffs Middle School PTA	\$3,000.00	History Day and Math Day Tutorial	Shorecliffs Middle School
Tesoro Titan Foundation, Inc.	\$7,365.60	Computers for Library	Tesoro High School
Tesoro High School PTSA	\$5,968.78	SchoolLoop Contract	Tesoro High School
American Chemical Society	\$1,050.00	Spectrometers for Science Class	Tesoro High School
Ecology Center Grow Your Own School Program		Ecology Grant	Tesoro High School
United Way Silicon Valley	\$307.70	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
Freecause, Inc.	\$0.64	Additional Hours for Student Supervisor	Tijeras Creek Elementary School
Forster Ranch Education Foundation	\$1,000.00	Refurbished Laptops	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$278.83	Additional Hours for Student Supervisor	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$2,800.00	IXL Math Site License	Truman Benedict Elementary School
Truman Benedict Elementary School PTA	\$6,571.00	Art Masters Program	Truman Benedict Elementary School
Vista del Mar Mako Educational Foundation	\$13.45	Final Lease Payment	Vista del Mar Elementary School
Vista del Mar Elementary School PTA	\$15,750.00	Primary Music Program 2014-2015 School Year	Vista del Mar Elementary School
Vista del Mar Middle School PTA	\$1,561.22	SchoolLoop Contract	Vista del Mar Middle School
Vista del Mar Middle School PTA	\$1,301.76	iPad Minis	Vista del Mar Middle School
Juice It Up	\$242.00	Instructional Materials and Supplies	Vista del Mar Middle School
Target - Take Charge of Education	\$3,085.61	Instructional Materials and Supplies	Wagon Wheel Elementary School
Wood Canyon Elementary School Foundation, Inc.	\$10,500.00	Instructional Materials and Supplies	Wood Canyon Elementary School
Wood Canyon Elementary School PTA	\$63.21	Instructional Materials and Supplies	Wood Canyon Elementary School
Total	\$498,384.61		

NOVEMBER 12, 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	1415113	3	Common Core	Art for Teachers, Incorporated	Provide Common Core English Training for Secondary Teachers	11/13/2014-6/30/2015	\$ 5,500.00
ICA	1415118	3	Title 1 SES	!!!Apple iPad & Android Tablet Tutoring!!!	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
ICA	1415119	3	Title 1 SES	!! I A1 Tutoria Tablet Computer!!	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
ICA	1415120	3	Title 1 SES	#1 Educando con Tablet	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
FSA	1415121	5	Facilities	Ben's Asphalt, Incorporated	Construct One (1) Portable Asphalt Ramp - San Juan Hills High School	8/22/2014-8/25/2014	\$ 2,000.00
ICA	1415122	5	M&O	Time and Alarm Systems, Incorporated	Repair of Fire Alarm Systems	10/1/2014-6/30/2015	\$ 10,000.00
ICA	1415124	3	Title 1 SES	1 to 1 Study Buddy Tutoring Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
ICA	1415125	3	Title 1 SES	A+ Educational Centers	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
ICA	1415126	3	Title 1 SES	A Better Tomorrow Education	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
ICA	1415127	3	Title 1 SES	Academic Goals, Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
ICA	1415128	3	Title 1 SES	Adaptive Learning, LLC	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
ICA	1415129	3	Title 1 SES	Brain Hurricane, LLC	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
ICA	1415130	3	Title 1 SES	Elevate Learning, LLC	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 100,000.00
ICA	1415131	3	Title 1 SES	ICES Education, LLC	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
ICA	1415133	3	Title 1 SES	Sylvan Learning Center of Mission Viejo operated by Sayva Learning LLC	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
ICA	1415134	3	Title 1 SES	Teach-n-Tutor, Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
ICA	1415135	3	Title 1 SES	The Learning Curve, Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95

EXHIBIT 12

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NOVEMBER 12, 2014 BOARD MEETING
DISTRICT STANDARDIZED

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

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1415136	3	Title I SES	Voice of Hope	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 12,127.95
PSA	1415138	3	Special Ed	Hollar Speech and Language	Provide Independent Educational Evaluation for Speech for Various CUSD Students	11/13/2014-6/30/2015	\$ 2,200.00
ICA	1415139	3	Title I SES	Oxford Tutoring	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/13/2014-6/30/2015	\$ 66,703.73
ICA	1415140	3	Education	Coast 2 Coast Soccer	Provide STEM Soccer Program for After School Program	11/13/2014-6/30/2015	\$ 6,250.00

TOTAL \$ 362,445.03

NEW AGREEMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1415123	5	General	Discovering Science	Provide Science Specialist Program to CUSD Students	9/1/2014-8/30/2015	\$ 85,000.00
ICA	1415137	5	Facilities	Facility Inspection Services	Facility Inspection of 59 Sites to Complete the "FIT" Developed by OPSC	11/1/2014-6/30/2015	\$ 21,375.00
ICA	1415141	5	M&O	Commercial Aquatic Services, Incorporated	Swimming Pool Cleaning and General Maintenance for Four (4) Schools - ANHS, DHHS, SCHS, RH Dana ENF	9/1/2014-6/30/15	\$ 50,000.00
ICA	1415143	3	Education	Professional Tutors of America, Incorporated	Individualized Tutoring Instruction for CUSD Homeless Students	11/13/2014-11/12/2015	\$ 16,500.00
PSA	1415144	3	Special Ed	Margaret Claire Perkins	Provide Augmentative and Alternative Communication Assessments and Training	10/20/2014-6/30/2015	\$ 10,000.00
FSA	1415145	5	M & O	Vanguard Flooring, Incorporated	Flooring Installation as Needed Districtwide	8/29/2014-6/30/2015	\$ 33,000.00

TOTAL \$ 215,875.00

EXTENSIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213125	3	Education	Basic Educational Services Team, Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 12,127.95
ICA	1213126	3	Education	Club Z! In-Home Tutoring Services, Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 36,383.85

NOVEMBER 12, 2014 BOARD MEETING
DISTRICT STANDARDIZED

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

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	CONTRACT TERM	NOT TO EXCEED
ICA	1213128	3	Education	UROK Learning Institute	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 18,191.93
ICA	1213135	3	Education	Total Education Solutions	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 12,127.95
ICA	1213138	3	Education	A Tree of Knowledge Educational Services, Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 36,383.85
ICA	1213149	3	Education	ACE Tutoring Services, Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 36,383.85
ICA	1213152	3	Education	iAprende! Tutoring	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 66,703.13
ICA	1213153	3	Education	Professional Tutors of America Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 66,703.73
ICA	1213155	3	Education	Sylvan Learning of Laguna Niguel Operated by Sayva Learning, LLC	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 36,383.85
ICA	1314107	3	Title I SES	Keep Hope Alive Project	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 12,127.95
ICA	1314108	3	Title I SES	Friendly Community Outreach Center	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 24,255.90
ICA	1314120	3	Title I SES	#1 Academia de Servicio de Tutoria	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 36,383.85
ICA	1314125	3	Title I SES	!!! 1st Choice Android Smart-Phone Tutoring	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 12,127.95
ICA	1314126	3	Title I SES	#1 Touch-Screen Tablet Computer Tutoring	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 12,127.95
ICA	1314127	3	Title II	Catapult Learning West, LLC	Professional Development Services for K-12 Educators at Serra Catholic School	12/12/2014-12/11/2015	\$ 12,590.00
ICA	1314135	3	Title I SES	#1 in Learning Online, Incorporated	Provide No Child Left Behind Supplemental Educational Services Tutoring for CUSD Students	11/15/2014-6/30/2015	\$ 12,127.95

TOTAL \$ 443,131.64

NOVEMBER 12, 2014 BOARD MEETING
 DISTRICT STANDARDIZED
 INDEPENDENT CONTRACTOR, PROFESSIONAL SERVICES, FIELD SERVICE AND MASTER CONTRACT AGREEMENTS

AMENDMENTS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1314183	5	Education	Key Data Systems	Provide Professional Development for Teachers Building a Districtwide Assessment	Increase Original Contract From \$7,500 to \$24,000	\$ 16,500.00
ICA	1213182	5	General	DecisionInsite, LLC	Provide a High School Capacity Study for the District	Increase Original Contract From \$38,900 to \$113,900	\$ 75,000.00

TOTAL \$ 91,500.00

AMENDMENT RATIFICATIONS

TYPE	CONTRACT NO	PILLAR	FUNDING SOURCE	VENDOR	SERVICES	JUSTIFICATION	FINANCIAL IMPACT
ICA	1213166	3	Title I	YMCA of Orange County	Physical Fitness Program to Supplement PE Curriculum to CUSD students	Increase Original Contract From \$12,000 to \$29,000	\$ 17,000.00
TOTAL							\$ 17,000.00

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 November 13, 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").

ART FOR TEACHERS, 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 \$5,500 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is commencing November 13, 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.

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

EXHIBIT A

FEE SCHEDULE

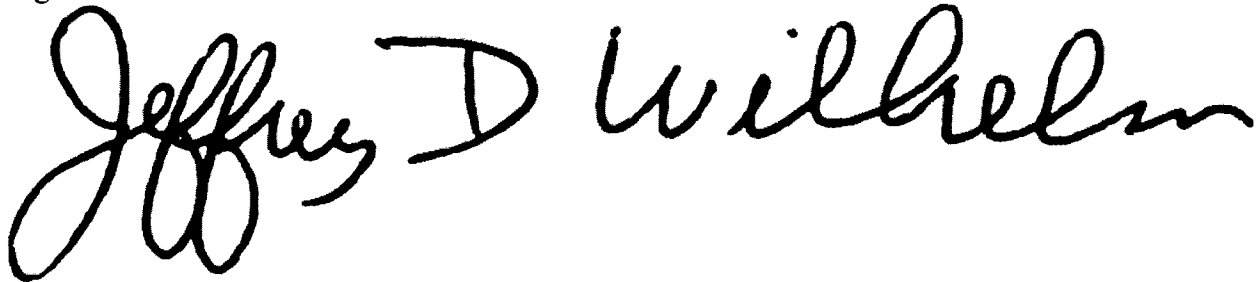
ART for Teachers, INC.
Jeffrey D. Wilhelm
2415 East Tablerock Road
208-433-9919; 208-921-3790
208-426-4373
jwilhelm@boisestate.edu

One full day workshop on the teaching of argument

\$3500 per day plus travel expenses

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

Signature

A handwritten signature in black ink that reads "Jeffrey D Wilhelm". The signature is written in a cursive style with large, flowing letters.

Typed or Printed Name: Jeffrey D. Wilhelm
Date: October 6, 2014



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 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").

!!!APPLE IPAD & ANDROID TABLET TUTORING!!!

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 \$12,127.95 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is commencing November 13, 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.

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

Fee Schedule

!!! Apple iPad & Android Tablet Tutoring !!!

Rodolfo Garcia

10100 Santa Monica Blvd Suite 300

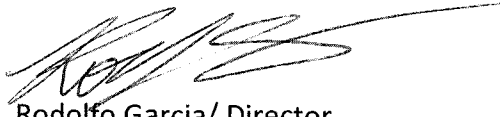
Los Angeles, Ca 90067

877-866-6049

appleipadtutoring@gmail.com

1 to 1 tutoring \$100/hr

Group tutoring \$100/hr



Rodolfo Garcia/ Director



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 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").

!!1A1 TUTORIA TABLET COMPUTER!!

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:

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

EXHIBIT A

!!! A 1 TUTORIA TABLET COMPUTER !!!
FEE SCHEDULE

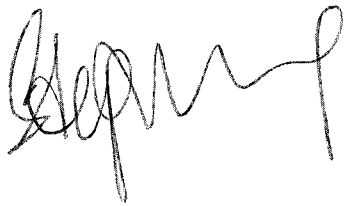
Provider: !!! A 1 TUTORIA TABLET COMPUTER !!!
Address: 244 N. Doheny Drive. Beverly Hills, CA 90211
Contact Person: Stephanie Garcia
Phone: 888-561-9340
Email: Tutoriatablet@gmail.com

Cost associated with tutoring program (hourly rate) :

\$ 100.00/hr

One to one tutoring

Small group tutoring (5 Students max)



9/22/14



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 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").

#1 EDUCANDO CON TABLETAS

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:

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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 _____

EXHIBIT A

#1 Educando con Tabletas

SES Provider Verification of Hourly Rate

Hourly Rate for Capistrano Unified School
District based on current per-pupil allocation
(PPA) of \$808.53 (subject to change*):

\$45.00 per hour per student

Hours Offered: 17 Hours: 57 Minutes
(subject to change*)

Student Ratio: 1:1 or 1:5

Provider (Company) Name: #1 Educando con Tabletas

Verified by (Name/Title): Adriana L Flores/Office Manager

Authorized SES Signature: 



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 13 day of November 2014, by and between Ben's Asphalt, 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 \$ 2,000.00 the following:
San Juan Hills High School - construct one (1) portable asphalt ramp
2. The term of the Contract shall begin on August 22, 2014 and end August 25, 2014.
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 8/22/2014
- 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)

Ben's Asphalt

2200 S. YALE ST., SANTA ANA, CA 92704
 PHONE: (714) 231-9487 FAX: (714) 540-1709

PROPOSAL & CONTRACT

Company Information	Job Information
Capistrano Unified School District 33122 Valle Rd. San Juan Capistrano, CA 92675 Attn: Ryan Carter RJCARTER@capousd.org PHONE: (949) 234-9527 FAX: <u>JLmonge@capousd.org</u>	San Juan Hills High School 29211 Vista Montana San Juan Capistrano, CA Date: 8/22/14 PHONE:

We hereby propose to furnish all labor, material, equipment and supervision necessary to complete the following:

DESCRIPTION	PRICE
<u>Asphalt Ramps</u> 1.) Construct (1) Portable asphalt ramp <div style="text-align: right;">Asphalt Total \$ 2,000.00</div> Bid schedule does not include line item for this associated work. <u>*Includes cost for separate move-in</u> <u>*scope changed and is not per the original plan, includes cost for additional material and labor</u> <div style="text-align: right; font-size: 2em;"> de [Signature] 09/17/14 </div>	
All material is guaranteed as specified above and to be completed in a workmanlike manner for the sum of: Total payment due upon completion unless previously negotiated.	

A23012

This proposal subject to Terms and Conditions On reverse.	SUBMITTED FOR YOUR APPROVAL Jeremy Taylor Project Manager
ACCEPTANCE OF PROPOSAL	
The above prices, specifications, conditions, and terms of payment are accepted. You are authorized to proceed with the described work outlined above.	
DATE:	SIGNATURE:



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of **November 13, 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").

TIME AND ALARM SYSTEMS, 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 nine months commencing **October 1, 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.

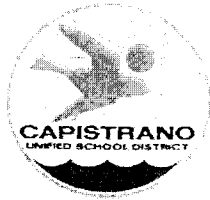
DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____



FEE SCHEDULE
PERIOD: JULY 1, 2014 – JUNE 30, 2015

COMPANY NAME: Time and Alarm Systems Inc.

REP NAME: Cindy Martinez

E-MAIL ADDRESS: cmartinez@timeandalarm.com

SCOPE OF WORK/IDENTIFY SERVICES TO BE PROVIDED:

Fire Alarm-Security-Intercom-CCTV-Sound-Audio Visual

HOURLY RATE:

Description or Classification	Dollar (\$) Amount
Standard Hourly Rate (1 Hr. Minimum)	\$95.00
Overtime Rate (If ever needed after business hours)	\$142.50
Travel Charge (Flat Rate each visit)	\$ 201.00

PARTS PERCENTAGE MARK-UP:

N/A

ANY ADDITIONAL CHARGES:

Any parts, if needed are at an additional cost.



INDEPENDENT CONTRACTOR AGREEMENT

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1 TO 1 STUDY BUDDY TUTORING, 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

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NOW, THEREFORE, the Parties agree as follows:

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DISTRICT

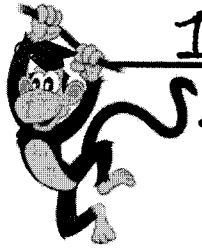
By: _____
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: _____

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

EXHIBIT A



1 to 1 Study Buddy Tutoring Inc.

Swinging into Higher Grades

57 N. Sheridan St. #133, Corona CA 92880; phone: 951 273-0344, fax: 951-273-0326

FEE SCHEDULE

FEE SCHEDULE	Tutoring Fee
In-home Tutoring	\$75.00 per hour
Small Group (1-3)	\$75.00 per hour



INDEPENDENT CONTRACTOR AGREEMENT

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A+ EDUCATIONAL CENTERS

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Address _____

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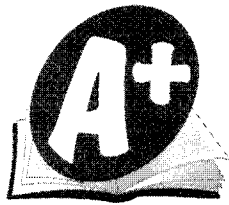


EXHIBIT A

Educational Centers

To get an A+ come study with us!

Main Office:
Phone: 310-457-7657
Fax: 310-457-7623
Email: info@aplus4u.com
www.aplus4u.com

FEE SCHEDULE

Tutoring	Fee
In-home	\$80 per hour/per student
Small Group	\$80 per hour/per student



INDEPENDENT CONTRACTOR AGREEMENT

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A BETTER TOMORROW EDUCATION

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DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

Fee Schedule 2014 – 2015

Provider: A Better Tomorrow Education

Address: 14241 E. Firestone Blvd., Suite #200 La Mirada, CA 90638


Contact Person: Hario L. Vasquez

Phone: (714) 522-1800

Email: HarioV@ABetterTomorrowEdu.com

Cost associated with tutoring program (hourly rate):

- \$39/hour
- One-to-One tutoring



Provider Signature

September 10, 2014

Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of November 13, 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").

ACADEMIC GOALS, INCORPORATED

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CONTRACTOR

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Signature _____

Name: Terry Fluent

Name: _____

Title: Director, Purchasing

Title: _____

Board Approval Date: _____

Address _____

Email Address: _____

FEIN/SSN _____

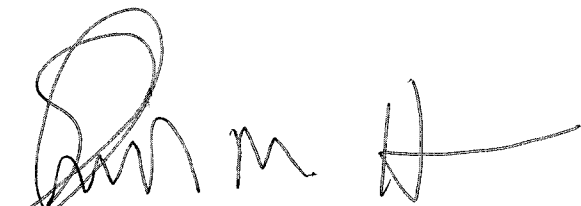
Fee Schedule 2014-2015

Capistrano Unified School District

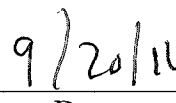
Provider: Academic Goals, Inc.
Address: 4859 West Slauson Ave. #331 Los Angeles, CA 90056
Contact Person: Monique Caldwell-Hunt
Phone: 877.290.6160 or 310.951.4448
Email:academicgoals@aol.com

Cost associated tutoring services (SES program)

\$36.75/Hour
One on One tutoring
22 hours per student



Provider Signature



Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of November 13, 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").

ADAPTIVE LEARNING,LLC.

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

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DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

Adaptive Learning LLC

Fee Schedule 2014-2015

Provider: Adaptive Learning LLC

Address: 18001 Irvine Boulevard, Suite 101, Tustin, CA 92780

Contact Person: Lejla Sabanovic

Phone: 469-506-7350

Email: ls@adaptivelearning.io

Cost associated with tutoring program (hourly rate):

- **\$60/hour**
- **One-to-One tutoring**
- **Small Group (2-5 Students)**
- **Large Group (6-10 Students)**
- **Online**

Lejla Sabanovic

Sincerely,

Lejla Sabanovic

Adaptive Learning LLC

Date: 9/23/14



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 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").

BRAIN HURRICANE,LLC.

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$12,127.95 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is commencing November 13, 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.

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____



Brain Hurricane SES Tutoring

Fee Schedule

Provider: Brain Hurricane, LLC
Address 12215 Telegraph Rd. #110, Santa Fe Springs, CA 90670
Contact Person: Blanca Flores
Phone: 562-946-3600
Email: blanca@brainhurricane.com

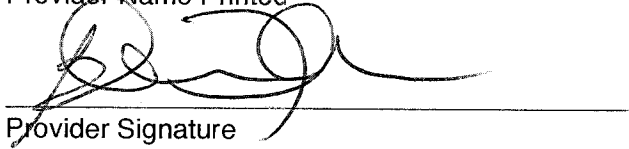
Cost associated with tutoring program (hourly rate):

\$75/ hour

One-to-One

Group Instruction (1 tutor to 2-10 students)

Blanca Flores
Provider Name Printed


Provider Signature

Director
Provider Title

9/22/14
Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of November 13, 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").

ELEVATE LEARNING, LLC

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$100,000 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is commencing November 13, 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.

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

EXHIBIT A



FEE SCHEDULE:

Company name: Elevate Learning LLC.
Primary Contact Person: Miriam Landaverde
Title: SES- Manager
Mailing Address: P.O. Box 241647 Los Angeles, CA 90024
E-mail Address: info@elevatelearningusa.com
Phone: 310-568-8365
Fax: 310-356-3806
Hourly Rate: \$80.85
Tutor/ Student Ratio: 1:1

Program Summary: Elevate Learning LLC. is a tutoring company that will provide in-home, one-on-one instruction in English-language arts and mathematics for grades K-12. Students who work with our company will be provided with a laptop computer, and then work face to face with a tutor in a one-on-one setting in their home or another preferred location such as the public library to access instructional resources specifically tailored to their academic weaknesses and learning styles.

Signature: M Landaverde
Name/Title: SES, Manager
Date: 9/22/14



INDEPENDENT CONTRACTOR AGREEMENT

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ICES EDUCATION, LLC.

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

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

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

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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.

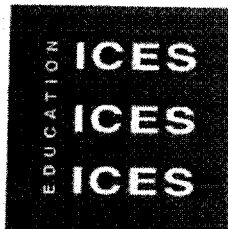
DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____



ICES Education

BEFORE AND AFTER SCHOOL PROGRAMS

201 Covina Avenue, Suite 2

Long Beach, CA 90803

Phone: 562.434.5313

Fax: 562.439.1214

www.iceseducation.org

ses@iceseducation.org

EXHIBIT A

FEE SCHEDULE 2014-15

Provider: **ICES Education, LLC**

Address: 201 Covina Avenue, Suite 2, Long Beach, CA 90803

Contact Person: Evelyn Sandoval

Phone: (562) 434-5313

Email: evelyn@iceseducation.org

TUTORING	FEE
Individual (1:1)	\$40.00
Small Group (1:5)	\$40.00

Specializing in After School Education and proudly serving...

ABC Unified School District, Long Beach Unified School District, Lynwood Unified School District, Montebello Unified School District, Whittier City School District and San Diego Unified School District.



INDEPENDENT CONTRACTOR AGREEMENT

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SYLVAN LEARNING CENTER OF MISSION VIEJO OPERATED BY SAYVA LEARNING, LLC.

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

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

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

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____



EXHIBIT A

Sylvan Learning Center
Mission Viejo
Fee Schedule 2014-2015

Provider: Sylvan Learning Center of Mission Viejo as operated by Sayva Learning, LLC

Address: 27684 Santa Margarita Pkwy., Suite A, Mission Viejo, CA 92691

Contact: Person: Tanaz Gibbs

Phone: 949.462.7160

Email: Sylvan.MissionViejo@SylvanLearning.com

- \$44/hour
- Three-to-One tutoring utilizing an iPad

Provider Signature

Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 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").

TEACH-N-TUTOR, 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:

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____



8047 Mission Gorge Rd Suite H
Santee, CA 92071
619-938-2651 office
619-938-2751 fax

EXHIBIT A
Fee Schedule

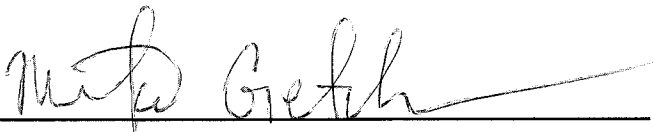
Teach-n-Tutor, Inc
8047 Mission Gorge Rd Suite H
Santee, CA 92071
(619) 938-2651 / (800) 803-4565
tutoryou@cox.net

One-on-One Tutoring

9/17/2014 - 5/30/2015

Rate: \$55.00 per hour / per student

Services are invoiced within one month after being provided.

Provider Signature: 
Provider Name: Mike Getch
Date: September 17, 2014



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of November 13, 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 LEARNING CURVE, 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:

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

EXHIBIT A

FEE SCHEDULE 2014-2015

Provider: The Learning Curve, Inc.

Address: 144 South Imperial Highway #144, Anaheim Hills, CA 92807

Contact Person: Jeff Vezina

Phone (Toll-Free): 1-855-2-TEACH-U

Phone (Local): 714-282-9282

Email: jeff@tutoringchildren.com

Cost Associated with tutoring program (hourly rate):

- \$45/hour
- One-on-One tutoring


Provider Signature

9/21/2014
Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 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").

VOICE OF HOPE

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 \$12,127.95 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

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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 _____

EXHIBIT A

FEE SCHEDULE 2014-2015

Provider:	Voice of Hope
Address:	17610 Bellflower Blvd #203, Bellflower, CA 90706
Contact Person:	Paul Amuchie
Phone:	213 248 6423
Email:	pamuch@aol.com

Cost associated with tutoring program (hourly rate):

- \$60/hour
- One to One tutoring
- Group tutoring

Provider Signature: 

Date: 9/18/14



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of November 13, 2014 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").

HOLLAR SPEECH AND LANGUAGE

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 \$2,200 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is commencing November 13, 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 Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

EXHIBIT A
HOLLAR SPEECH AND LANGUAGE THERAPY
Pediatric Speech Language Pathologists

3248 ParkVista Dr.
La Crescenta, CA 91214

166 E. Foothill Blvd.
Arcadia, CA 91006

2001 South Barrington
West Los Angeles, CA

(818) 269-0143 Phone
(818) 957-0607 FAX

susanhollarspeechservices.com

A CALIFONRIA NPA AGENCY
NPA # 1A-19-188

Three Office Locations to serve you.

Evaluations

Speech/Language IEE Evaluation	\$2200.00
Includes	
Parent Interview	
Standardized Assessment in All Areas of Language (vocabulary, Semantics, syntax, receptive/expressive language pragmatics) with Language Sample	
Articulation Assessment	
Review of Records	
School Observation (1 hour)	
IEP Meeting at School District Site for (maximum of 4 hours)****	
Parent Consultation regarding Results	
Written Report	

**** Extended IEP or Due Process Hearing Testimony past 4 hours is billed at \$150.00 per hour

Treatment/Conferences

Treatment is 50 minutes per session	\$150.00 Per session
Formal school visits, teacher consultation, Family conference, IEP meetings, etc.	\$150.00 Per hour



CAPISTRANO UNIFIED SCHOOL DISTRICT

SPECIAL CONDITIONS

Scope of Practice and Release of Assessment Documentation

In accordance with 34 C.F.R. §300.502, Consultant, **Hollar Speech and Language**, has agreed to conduct one or more Independent Educational Evaluations (IEEs) during the 2014-2015 fiscal year. Consultant is functioning solely as an Independent Educational Evaluator. In performing and completing the duties of the IEE, Consultant agrees to the following:

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

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

<u>Type of Assessment</u>	<u>Qualification of Assessor</u>	<u>Approved Rate</u>
Speech Language Assessment	Credentialed Speech Pathologist	1,000-2,200

Consultant

Date

Received by:

District Representative

Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 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").

OXFORD TUTORING

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");

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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 _____



EXHIBIT A

14425 Culver Drive • Irvine, CA 92604

Telephone: (949) 681-0388
Fax: (909) 494-9622
Website: www.oxfordtutoring.com

September 11, 2014

Capistrano Unified School District
Purchasing Department
33122 Valle Rd.
San Juan Capistrano, CA 92675

Dear Clint Dempsey,

Oxford Tutoring is a CDE-approved provider of Supplemental Educational Services seeking to contract with Capistrano USD for the 2014-2015 school year. We will provide the following services at the following rates:

Private Tutoring (1 student : 1 tutor): \$50/hr
Small Group Tutoring (2-5 students : 1 tutor): \$30/hr

Invoices will be submitted monthly with attendance sheets to verify billed hours.

If you have questions regarding our services or costs, you may contact me directly. We look forward to working with Capistrano USD students and staff again.

With Regards,

Rebekah Rustad-Phung
Administrator of SES Programs

Oxford Tutoring
3057 Edinger Avenue
Tustin, CA 92780



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 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").

COAST 2 COAST SOCCER

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 \$6,250 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 November 13, 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.

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____



EXHIBIT A
Coast 2 Coast Soccer

27324 Camino Capistrano #203
Laguna Niguel, CA 92677

Oct 2, 2014

FEE SCHEDULE

Coast 2 Coast Soccer

Nick Telford

27324 Camino Capistrano Suite #203

Laguna Niguel, CA 92677

(760)687-3764

(760)452-7509

Nick@c2csoccer.com

Description of Services

Coast 2 Coast Soccer will provide After School Soccer clinics to the students of San Juan Capistrano School District at selected schools. Our coaches will train the students in the techniques and skills of soccer using fun and engaging teaching methodologies.

Rate of Pay

\$125 per 1.5 hours session working with 40 students

10 week program @ 1 session per week = \$1,250 per school site

Total Cost: \$1,250 * 5 schools = \$6,250

EXHIBIT A

**2014/2015
FEE SCHEDULE**

Discovering Science
5351 Westmoreland Dr. Yorba Linda, Ca. 92886
(714) 758-5837

chris@discoveringscience.com

Hands-On, In Classroom Science Lessons. \$85. per lesson.

**Additional Schools Individually Booked by our Company After Our September 4th Deadline
Will be Billed at the Hourly Rate of \$100.00.

SEPTEMBER

Del Obispo Elementary School—Invoice 98235—\$2,380.00
Marblehead Elementary School—Invoice 267352—\$1,190.00
\$3,570.00 DUE SEPTEMBER 28th

OCTOBER

Del Obispo Elementary School—Invoice 98235—\$2,380.00
Marblehead Elementary School—Invoice 267352—\$1,275.00
Oso Grande Elementary School—Invoice 89188—\$3,315.00
George White Elementary School—Invoice 198755—\$1,530.00
*Kinoshita Elementary School—Invoice 92531H—\$2,090.00
\$10,590.00 DUE OCTOBER 28th

NOVEMBER

Del Obispo Elementary School—Invoice 98235—\$2,380.00
Marblehead Elementary School—Invoice 267352—\$1,190.00
*Kinoshita Elementary School—Invoice 92531H—\$2,090.00
\$5,745.00 DUE NOVEMBER 28th

DECEMBER

Del Obispo Elementary School—Invoice 98235—\$2,380.00
R.H. Dana Elementary School—Invoice 89542—\$935.00
R.H. Dana Elementary School—Invoice 89543—\$935.00
Marblehead Elementary School—Invoice 267352—\$1,275.00
George White Elementary School—Invoice 198755—\$1,530.00
*Kinoshita Elementary School—Invoice 92531H—\$2,090.00
\$9,145.00 DUE DECEMBER 28th

JANUARY

Del Obispo Elementary School—Invoice 98235—\$2,380.00
R.H. Dana Elementary School—Invoice 89544—\$935.00
Marblehead Elementary School—Invoice 267352—\$1,275.00
George White Elementary School—Invoice 198755—\$1,530.00
*Kinoshita Elementary School—Invoice 92531H—\$2,090.00
\$8,220.00 DUE JANUARY 28th

FEBRUARY

Del Obispo Elementary School—Invoice 98235—\$2,380.00
R.H. Dana Elementary School—Invoice 89545—\$935.00
Marblehead Elementary School—Invoice 267352—\$1,275.00
Oso Grande Elementary School—Invoice 89188—\$3,315.00
George White Elementary School—Invoice 198755—\$1,530.00
*Kinoshita Elementary School—Invoice 92531H—\$2,090.00
\$11,525.00 DUE FEB 28th

MARCH

Del Obispo Elementary School—Invoice 98235—\$2,380.00
R.H. Dana Elementary School—Invoice 89546—\$935.00
Marblehead Elementary School—Invoice 267352—\$1,275.00
George White Elementary School—Invoice 198755—\$1,530.00
*Kinoshita Elementary School—Invoice 92531H—\$2,090.00
\$8,210.00 DUE MARCH 28th

APRIL

Del Obispo Elementary School—Invoice 98235—\$2,380.00
Marblehead Elementary School—Invoice 267352—\$1,275.00
Oso Grande Elementary School—Invoice 89188—\$3,315.00
George White Elementary School—Invoice 198755—\$1,530.00
*Kinoshita Elementary School—Invoice 92531H—\$2,090.00
\$10,590.00 DUE APRIL 28th

MAY

Del Obispo Elementary School—Invoice 98235—\$2,380.00
Marblehead Elementary School—Invoice 267352—\$1,275.00
George White Elementary School—Invoice 198755—\$1,530.00
*Kinoshita Elementary School—Invoice 92531H—\$2,090.00
\$7,275.00 DUE MAY 28th

JUNE

Del Obispo Elementary School—Invoice 98235—\$2,380.00
Marblehead Elementary School—Invoice 267352—\$1,275.00
George White Elementary School—Invoice 198755—\$1,530.00
*Kinoshita Elementary School—Invoice 92531H—\$2,090.00
\$7,275.00 DUE JUNE 28th



Christopher Fogg, Director
Discovering Science



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of **November 13, 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").

FACILITY INSPECTION 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, 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 **\$21,375.00** 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 seven months commencing **November 1, 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.

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

Exhibit A

Scope of Work and Fee Schedule

1. **Services.** During the Agreement Period, FIS agrees to provide to District and District agrees to purchase the services below (the "Services").

Inspection Services.

- (i) FIS shall have an Inspector to conduct one (1) visual inspection of each school facility of District (each a "School Facility" and collectively, "School Facilities") for the limited purpose of completing the "FIT" developed by OPSC, provide FIS's opinion as to (A) whether each School Facility is in "good repair" as defined in the California Education Code ("CEC") Section 17002(d)(1); and (B) each School Facility "rating" pursuant to CEC Section 17002(d)(2) (the "Inspection").
- (ii) The Inspector shall take photographs of the conditions such Inspector determines, in his or her sole and absolute discretion, to be deficient.
- (iii) FIS shall provide an initial draft of the FIT to District for review. Subject to FIS's right to conduct an additional inspection of the School Facility, if the District completes and signs FIS's form of liability waiver and certifies that the School Facility conditions listed as deficient or extremely deficient on the FIT have been repaired and such conditions are now in "good repair" (as defined in the CEC), FIS may, at its sole and absolute discretion, update the rating set forth in the final draft of the FIT.
- (iv) Upon completion of the Inspection and District's approval of the final FIT, FIS shall deliver to District one (1) electronic copy of the FIT report for each school and all the photographs taken related to the FIT

2. **Payment of Fees.**

- a. **Fees.** For the Services provided pursuant to the terms of this Agreement, District agrees to pay FIS **\$21,375.00** (the "Fee") as indicated in the "Price Quote for Services.
- b. **Payment Plan.** The Fee is payable in one installment, installment of **(\$21,375.00)** is due upon delivery of Final FIT to District.
- c. **Travel; Lodging Expenses.** All travel and lodging expenses incurred by FIS in connection with the Services are included in the Fee.

3. **District Acknowledgement.** District hereby acknowledges and agrees to the following: (a) the FIT contains the minimum inspection criteria required by the CEC; (b) if an Inspector determines that a condition not expressly identified in the FIT constitutes a deficiency, the Inspector may note such deficiency on the FIT; (c) while some critical conditions are identified on the FIT as extreme deficiencies, the list under each section of the FIT is not exhaustive; (d) in the opinion of FIS, if a condition deficiency requires immediate attention and, if left unmitigated, could cause severe and immediate injury, illness or death of the occupants, an Inspector may record this deficiency as an extreme deficiency and generate a poor rating; (e) the FIT is designed to evaluate each School Facility within a reasonable range of facility conditions and it is possible that the Inspector may identify critical School Facility conditions that result in an overall school rating that does not reflect the urgency and severity of those deficiencies and/or does not match the ratings description on the FIT and in such instances, the Inspector may reduce the resulting school score by one (1) or more grade categories and describe the reasons for the reduction in the FIT; (f) the Inspector cannot be expected to discover all defective conditions of a School Facility and therefore the opinion of the Inspector or FIS may not accordingly reflect the actual condition of the School Facility or School Facilities; (g) the Inspector and the Inspection are limited by the terms and conditions of this

Agreement and the fact that the Inspection is a visual inspection only; (h) neither FIS nor the Inspector shall conduct any repairs or contract to repair any deficient items reported on the FIT; (i) the Services provided herein do not include assistance relating to the California Office of Public School Construction's Deferred Maintenance Program or School Facility Program; (j) FIS is not a building, engineering, plumbing, roofing, electrical, fire protection, flooring or warm air heating, ventilation or air conditioning contractor; and (k) the Inspection Services provided hereunder are for the limited purpose of conducting a visual inspection of the School Facility to complete the FIT and provide an opinion of the rating of the School Facility in order to compile such information into the SARC for District.

Exhibit B

Sites for "FIT" Inspection

<u>Elementary Schools</u>	<u>Middle Schools</u>	<u>High Schools</u>
Ambuehl	Aliso Viejo	Aliso Niguel
Arroyo Vista	Arroyo Vista	Capistrano Valley
Bathgate	Don Juan Avila	Dana Hills
Benedict	Bernice Ayer	Junipero Serra
Bergeson	Ladera Ranch	San Clemente
Canyon Vista	Las Flores	San Juan Hills
Castille	Marco Forster	Tesoro
Chaparral	Newhart	
Concordia	Niguel Hills	
Crown Valley	Shorecliffs	
R.H. Dana	Vista Del Mar	
R.H. Dana ENF		
Del Obispo		
Don Juan Avila		
Hankey K-8 (one site)		
Hidden Hills		
Kinoshita		
Ladera Ranch		
Laguna Niguel		
Las Flores		
Las Palmas		
Lobo		
Malcom		
Marblehead		
Moulton		
Oak Grove		
Oso Grande		
Palisades		
Reilly		
San Juan		
Tijeras Creek		
Viejo		
Wagon Wheel		
George White		
Wood Canyon		
Vista Del Mar		



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of **November 13, 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").

COMMERCIAL AQUATIC SERVICES, 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 **\$50,000** annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written amendment.

Term of Agreement. The term of this base Agreement is for nine months commencing **September 1, 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.

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
9/24/2014	E14-0656	



COMMERCIAL AQUATIC
 SERVICES INC

Customer
Capistrano U.S.D. Attn: Accounts payable 32972 Calle Perfecto San Juan Capistrano, CA 92675 US

Terms	Due Date	Rep
Net 30	12/31/2014	DDW

Item	Description	Qty	U/M	Cost	Total
Cleaning Service	1 Vacuum floor, brush walls and clean surfaces of swimming pool, per school districts vacuuming schedule. 2. Clean tile free of dirt, scum and scale deposits. 3 Maintain proper water levels 4. Monitor swimming pool temperature and timers. 5 Perform digital water test to confirm proper water balance, pH, Chlorine free and total, Total Alkalinity, Calcium Hardness and T D S. Maintain in accordance with Health Department Standards, adding chemicals as necessary. (U.S.D. provided) 6. Clean out pump strainer and debris. 7. Backwash swimming pool sand filters as needed 8 Calibrate chemical controller to match water test readings. 9. Clean sensors/probes once per month per manufactures specifications. 10. Visual inspection of chemical levels and metering pumps. 11. Maintain equipment room and chemical room in clean condition. 12. Hose down pool deck, per school districts schedule. Service cleaning labor (fee includes all four pools, per month) *NOTE: Estimate is for labor only. All chemicals, parts and supplies necessary for proper pool operation provided by the district.	1		6,250.00	6,250.00

Estimate valid for 90 days	
<u>Phone #</u>	<u>Fax #</u>
1-877-SWIMCAS (794-6227)	1-877-SWIMFAX (794-6329)
<u>Web Site</u>	
WWW.SWIMCAS.COM	
<u>E-mail</u>	
info@swimcas.com	

Subtotal	\$6,250.00
Sales Tax (8.0%)	\$0.00
Total	\$6,250.00

Signature _____

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044) B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.

Corporate Office
Commercial Aquatic Services, Inc.
1121 N. Hawk Circle
Anaheim, CA 92807

Estimate

Date	Estimate #	Job Description
9/24/2014	E14-0656	



COMMERCIAL AQUATIC
SERVICES INC

Customer
Capistrano U.S.D. Attn: Accounts payable 32972 Calle Perfecto San Juan Capistrano, CA 92675 U.S

Terms	Due Date	Rep
Net 30	12/31/2014	DDW

Item	Description	Qty	U/M	Cost	Total
	<p>Estimate to Perform cleaning and general pool maintenance at Capistrano Unified School District on a temporary basis at the following 4 locations: Pool Locations (4 pools in total): Aliso Niguel High School Dana Hills High School San Clemente High School RH Dana ENF</p> <p>Scope of work: Work to be performed Monday - Friday, 7:00am-3:30pm by Service Technician who is a trained and licensed Certified Pool Operator.</p>				

Estimate valid for 90 days	
<u>Phone #</u>	<u>Fax #</u>
1-877-SWIMCAS (794-6227)	1-877-SWIMFAX (794-6329)
<u>Web Site</u>	
WWW.SWIMCAS.COM	
<u>E-mail</u>	
info@swimcas.com	

Subtotal
Sales Tax (8.0%)
Total

Signature _____

Commercial Aquatic Services, Inc. is a state licensed & bonded contractor (946044) B - General Building Contractor, C10 - Electrical, C53 - Swimming Pool Contractor, D35 - Pool & Spa Maintenance. We meet all insurance requirements and our technicians are all CPO certified.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 13, 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").

PROFESSIONAL TUTORS OF AMERICA, 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 \$16,500 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 November 13, 2014 through November 12, 2015, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

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

CONTRACTOR

Signature _____
Name: _____
Title: _____
Address _____

Email Address: _____
FEIN/SSN _____

FEE SCHEDULE

Capistrano USD – Homeless Program

Company: Professional Tutors of America, Inc.

Contact: Jonas Maceda

Address: 3350 E. Birch Street, Suite 108, Brea, CA 92821

Phone: (800) 832-2487

Fax: (714) 671-1887

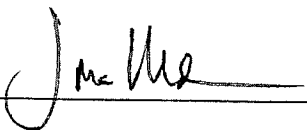
Email: Jonas@professional tutors.com

Description of Services:

We provide individualized tutoring instruction (always One-to-One) in all subjects. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home, public library, or other facility. We have been providing one-to-one tutoring for over 30 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and many of them have had teaching experience in either public or private schools. We have a strong, proven record with over 300 school districts, improving academic skills, motivating students, and building self-confidence.

Terms of Payment: \$55.00 per hour

Rates will be in effect: July 1, 2014 – June 30, 2015.

Signature:  **Date:** 10/17/14

Name: Jonas Maceda, Program Manager



PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services ("**Agreement**") is effective as of November 13, 2014 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").

MARGARET CLAIRE PERKINS

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 \$10,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing October 20, 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 Consultant acknowledge, and agree to be bound by, the terms set forth in the attached documents as if such additional terms were set forth in full herein.

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

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

DISTRICT

By: _____

Name: Terry Fluent

Title: Director, Purchasing

Board Approval Date: _____

CONSULTANT

Signature: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

FEIN/SSN _____

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: _____ Date: _____

FEE SCHEDULE

Margaret Claire Perkins
7040 Avenida Encinas Suite 104-415
Carlsbad CA 92011
707-3384457
margaret.perkins@socalaactherapy.com

Description of services to be provided by consultant:

Provide augmentative and alternative communication (AAC) assessments, training, consultation, internal IEP review, and direct therapy.

1. AAC Assessments: \$130 per hour.
2. AAC Training: \$450 for 4-6 people, \$35 for each additional person.
3. AAC Service Package: \$1,800 includes ACC assessment, two individual training sessions, and four hours follow-up consultation.
4. AAC Internal IEP Review: \$130 an hour.
5. AAC Direct Therapy: \$130 an hour.

Term of Contract: October 20, 2014-June 30, 2015

Margaret Claire Perkins

Date



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

FIELD SERVICES AGREEMENT

THIS CONTRACT is made and entered into this 13 day of November 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 \$ 33,000 Not To Exceed the following:
Flooring installation as needed Districtwide

2. The term of the Contract shall begin on August 29, 2014 and end June 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 _____

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 MANDROZA
E-MAIL ADDRESS: dmandroza@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 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1213125**

WITH

BASIC EDUCATIONAL SERVICES TEAM, INCORPORATED

The Independent Contractor Agreement ICA 1213125 with Capistrano Unified School District and Basic Educational Services Team, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Basic Educational Services Team, Incorporated, shall be extended for the period covering November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$12,127.95.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

**Basic Educational Services Team,
Incorporated**

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____



Basic Educational Services Team
28307 Newport Road
Menifee, CA 92584

EXHIBIT A


FEE SCHEDULE

September 30, 2013

Basic Educational Services Team, Inc.
(BEST)
28307 Newport Road
Menifee, CA 92584
basicedservices@verizon.net; cbensonses@gmail.com

Total Fee: \$55.00 per hour

Student Ratio – 1:1



Signature

Christian Benson

Name

September 10, 2014

Date

Director of Field Operations

Title

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213125**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

BASIC EDUCATIONAL SERVICES TEAM, INCORPORATED

The Independent Contractor Agreement ICA 1213125 with Capistrano Unified School District and Basic Educational Services Team, Incorporated called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Basic Educational Services Team, Incorporated, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$7,341.20.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: 
Signature


Terry Fluent
Print name

Director, Purchasing
Title

Date: 11/22/13

DISTRICT

**Basic Educational Services Team,
Incorporated**

By: 
Signature

Christian Benson
Print Name

Director of Field Operations
Title

Date: October 18, 2013



EXHIBIT A

Basic Educational Services Team
28307 Newport Road
Menifee, CA 92584


FEE SCHEDULE

September 30, 2013

Basic Educational Services Team, Inc.
(BEST)
28307 Newport Road
Menifee, CA 92584
basicedservices@verizon.net; cbensonses@gmail.com

Total Fee: \$55.00 per hour

Student Ratio – 1:1


Signature

Christian Benson
Name

September 30, 2013
Date

Director of Field Operations
Title



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

September 30, 2013

Sent via e-mail: cbensonses@gmail.com

Basic Educational Services, Team, Inc.
28307 Newport Road
Menifee, CA 92584
Attn: Christian Benson
Phung

Subject: Extension of Contract No. ICA 1213125, 2013-2014

Dear Mr. Benson,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Wednesday, October 2, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing
Encl.



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of 11/15/2012, 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").

BASIC EDUCATIONAL SERVICES TEAM, INC.

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$7,914.60 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 11/15/2012-11/14/2013 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)

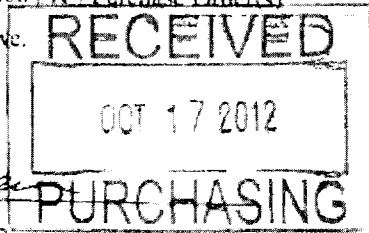
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

CONTRACTOR

By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 11/14/12

Signature: Christian Benson
Name: Christian Benson
Title: Director of Field Operations
Address: 28307 Newport Road
Menifee, CA 92584
Email Address: basicedservices@verizon.net & cbenson202@gmail.com
FEIN/SSN: 33-1098784





BASIC EDUCATIONAL SERVICES TEAM, INC.

FEE SCHEDULE

RECEIVED
SEP 13 2012
EDUCATION SERVICES

September 10, 2012

Basic Educational Services Team, Inc.
(BEST)
28307 Newport Road
Menifee, CA 92584
basicedservices@verizon.net
& cbensonses@gmail.com

Total Fee: \$63.00 per hour

Student Ratio – 1:1

Christian Benson
Signature

September 10, 2012
Date

Christian Benson
Name

Director of Field Operations
Title

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213126**

WITH

CLUB Z! IN-HOME TUTORING SERVICES, INCORPORATED

The Independent Contractor Agreement ICA 1213126 with Capistrano Unified School District and Club Z! In-Home Tutoring Services, Incorporated called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Club Z! In-Home Tutoring Services, Incorporated, shall be extended for the period covering November 15, 2015, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$36,383.85.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

**Club Z! In-Home Tutoring Services,
Incorporated**

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

EXHIBIT A

FEE SCHEDULE

Club Z! In-Home Tutoring Services, Inc.
Cari Diaz
17425 Bridge Hill Court, Suite 201
Tampa, FL 33647
1-888-434-2582
1-813-549-0185
ses@clubztutoring.com

Club Z! offers one-on-one, in-home and small group tutorial sessions instructed by certified teachers and degreed professionals. Club Z! provides tutoring in reading and/or mathematics to all students grades K-12 including special education students and English Language Learners.

Cost associated with tutoring program (hourly rate):

- \$50.53/hour
- One-to-one or small group tutoring

Signature Cari Diaz Date 9/16/2014
Typed or Printed Name Cari Diaz



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, 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")

CLUB Z! IN-HOME TUTORING SERVICES, INC.

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$7,914.60 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 11/15/2012-11/14/2013 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 Certifications Purchase Order(s)

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

DISTRICT

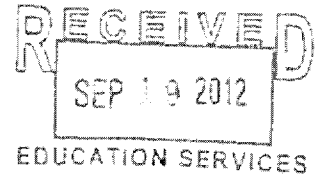
CONTRACTOR

By: Terry Fluett
Name: Terry Fluett
Title: Director Purchasing
Board Approval Date: 11/14/12

RECEIVED
OCT 22 2012
PURCHASING
Signature: Lari Diaz
Name: Lari Diaz
Title: VP of Operations
Address: 15310 Amberly Drive, Suite 110
Tampa FL 33647
Email Address: ses@clubztutoring.com
FEIN/SSN: 65-1262940

FEE SCHEDULE

Club Z! In-Home Tutoring Services, Inc.
Cari Diaz
15310 Amberly Drive, Suite 110
Tampa, FL 33647
1-888-434-2582
1-813-549-0185
ses@clubztutoring.com



Club Z!, the nation's largest supplemental services provider, offers one-on-one, in-home and small group tutorial sessions instructed by certified teachers and degreed professionals. Club Z! provides tutoring in reading and/or mathematics to all students grades K-12 including special education students and English Language Learners.

Rate of Pay & Expenses

Club Z!'s state approved hourly rate is \$52.76 per hour per student. 80% of the \$52.76 fee per hour for tutorial instruction pays for program costs associated with tutor wages, training, recruitment, background checks, on-site personnel (where applicable), etc. The remaining 20% of the hourly fee is broken down between 10% toward curriculum and program related materials, and 10% toward administrative costs. Facility usage charges (where applicable) is determined on a per case basis dependent upon the rate each school charges for facility space.

Signature Cari Diaz Date 9/18/12
Typed or Printed Name Cari Diaz

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213126**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CLUB Z! IN-HOME TUTORING SERVICES

Independent Contractor Agreement No. ICA 1213126 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213126 shall be amended to \$18,203.58 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Club Z! In-Home Tutoring Services

By: Terry Fluent
Signature

By: Cari Diaz
Signature

Terry Fluent

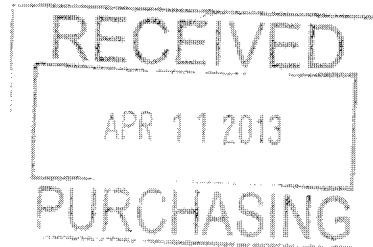
Cari Diaz
Print Name

Director, Purchasing

VP of operations
Title

Date: 4/15/13

Date: 4-5-2013





CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT
LYNN HATTON
VICE PRESIDENT
ANNA BRYSON
CLERK
ELLEN M. ADDONIZIO
AMY HANACEK
GARY PRITCHARD, PH. D
JIM REARDON
SUPERINTENDENT
JOSEPH M. FARLEY, ED. D

September 30, 2013

Sent via e-mail: sas@clubztutoring.com

Club Z! In-Home Tutoring Services, Inc.
17425 Bridge Hill Court, Suite 201
Tampa, FL 33647
Attn: Cari Diaz

Subject: Extension of Contract No. ICA 1213126, 2013-2014

Dear Ms. Diaz,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period November 15, 2013 through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dantifae@capousd.org by Wednesday, October 2, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing
Encl.

SERVING THE COMMUNITIES OF
ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO

FEE SCHEDULE

Club Z! In-Home Tutoring Services, Inc
Cari Diaz
17425 Bridge Hill Court, Suite 201
Tampa, FL 33647
1-888-434-2582
1-813-549-0185
ses@clubztutoring.com

Club Z!, the nation's largest supplemental services provider, offers one-on-one, in-home and small group tutorial sessions instructed by certified teachers and degreed professionals. Club Z! provides tutoring in reading and/or mathematics to all students grades K-12 including special education students and English Language Learners.

Rate of Pay & Expenses

Club Z!'s state approved hourly rate is \$48.94 per hour per student. 80% of the \$48.94 fee per hour for tutorial instruction pays for program costs associated with tutor wages, training, recruitment, background checks, on-site personnel (where applicable), etc. The remaining 20% of the hourly fee is broken down between 10% toward curriculum and program related materials, and 10% toward administrative costs. Facility usage charges (where applicable) is determined on a per case basis dependent upon the rate each school charges for facility space.

Signature Cari Diaz Date 9/30/12
Typed or Printed Name Cari Diaz

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213126**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CLUB Z! IN-HOME TUTORING SERVICES, INCORPORATED

The Independent Contractor Agreement ICA 1213126 with Capistrano Unified School District and Club Z! In-Home Tutoring Services, Incorporated called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Club Z! In-Home Tutoring Services, Incorporated, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$27,896.56.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

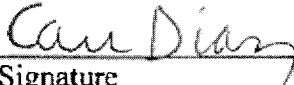
CONSULTANT

DISTRICT

Capistrano Unified School District

**Club Z! In-Home Tutoring Services,
Incorporated**

By: 
Signature

By: 
Signature

Terry Fluent
Print name

Carol Diaz
Print Name

Director, Purchasing
Title

Director
Title

Date: 11/22/13

Date: 11/8/13

EXHIBIT A
FEE SCHEDULE

Club Z! In-Home Tutoring Services, Inc.
Cari Diaz
17425 Bridge Hill Court, Suite 201
Tampa, FL 33647
1-888-434-2582
1-813-549-0185
ses@clubztutoring.com

Club Z!, the nation's largest supplemental services provider, offers one-on-one, in-home and small group tutorial sessions instructed by certified teachers and degreed professionals. Club Z! provides tutoring in reading and/or mathematics to all students grades K-12 including special education students and English Language Learners.

Rate of Pay & Expenses

Club Z!'s state approved hourly rate is \$48.94 per hour per student. 80% of the \$48.94 fee per hour for tutorial instruction pays for program costs associated with tutor wages, training, recruitment, background checks, on-site personnel (where applicable), etc. The remaining 20% of the hourly fee is broken down between 10% toward curriculum and program related materials, and 10% toward administrative costs. Facility usage charges (where applicable) is determined on a per case basis dependent upon the rate each school charges for facility space.

Signature Cari Diaz Date 9/30/12
Typed or Printed Name Cari Diaz

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213128**

WITH

UROK LEARNING INSTITUTE

The Independent Contractor Agreement ICA 1213128 with Capistrano Unified School District and UROK Learning Institute, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and UROK Learning Institute, shall be extended for the period covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$18,191.93.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

UROK Learning Institute

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

EXHIBIT A

U R O K TM
Learning Institute

Los Angeles Office, 2677 Zoe Ave. Suite #217, Huntington Park, California 90255

Phone: 323-588-8555; Toll-Free: 1-877-358-9999; Fax: 323-588-8838; Email: info@uroklearning.com

FEE SCHEDULE 2014-2015

SES Provider: Advanced Reading Solutions LLC dba UROK Learning Institute

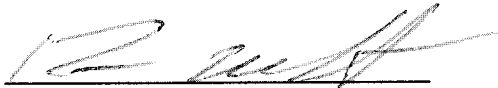
Address: P.O. Box 250 Huntington Park, CA 90255

Contact Person: Dean White

Phone: (323) 588-8383

Email: dean@uroklearning.com

Type of Service	Rate
One-on-One	\$49.00
Small Group	\$49.00


Provider Signature

Sept. 11, 2014
Date

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213128**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

UROK LEARNING INSTITUTE

The Independent Contractor Agreement ICA 1213128 with Capistrano Unified School District and UROK Learning Institute, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and UROK Learning Institute, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$9,543.56.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.


CONSULTANT

DISTRICT

Capistrano Unified School District

UROK Learning Institute

By: 
Signature

By: 
Signature

Terry Fluent
Print name

DEAN WHITE
Print Name

Director, Purchasing
Title

EXECUTIVE DIRECTOR
Title

Date: 11/7/13

Date: 10/17/13^①

EXHIBIT A

UROK TM

Learning Institute

Los Angeles Office, 2577 Zee Ave, Suite #217, Huntington Park, California 90255
Phone: 323-588-8555; Toll-Free: 1-877-359-9999; Fax: 323-588-8838; Email: info@uroklearning.com

FEE SCHEDULE

SES Provider: Advanced Reading Solutions LLC dba UROK Learning Institute
 Address: 4263 El Cajon Blvd., Suite 200, San Diego, CA 92105
 Contact: Dean White, Executive Director
 Phone Number: (323) 588-8383
 Fax Number: (323) 588-8838
 E-mail: dean@uroklearning.com

Type of Service	Hourly Rate
One-on-One	\$45.22
Small Group	\$45.22

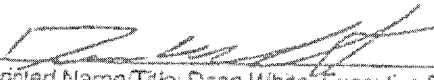
Description of Services:

English:

UROK Learning Institute offers English Language Arts and Math tutoring, grades K through 12. Tutoring is one-on-one and is offered in-home or at a community center. Each tutoring session is 2 hours, 1-3 days a week. UROK's Reading Intervention Programs, *Literacy Links and Rewards*, introduce sounds of common letter combinations and teach students how to dissect multi-syllabic words. The focus is on word decoding, vocabulary building, increasing fluency, comprehension, and writing. *Rewards Plus (Social Studies/Science)* includes a writing component and focuses on increasing comprehension of secondary-level, content-area passages. UROK's *Accelerated Math* program is tailored to your child's current level and targets their areas of weakness. UROK Learning Institute offers an array of programs that can be tailored to fit the needs of students with disabilities (IEP and 504 Plan) and English Learners (EL). Spanish-speaking tutors are available for students that need support in their primary language. On average, our students increase 1 to 2 grade levels.

Spanish:

UROK Learning Institute ofrece tutoría en Lectura y Comprensión y también Matemáticas, a todos los grados del kínder al 12. La tutoría es uno-a-uno, en casa o en un centro de la comunidad. Cada sesión de tutoría dura 2 horas, 1 a 3 días por la semana. Los programas principales de UROK, *Literacy Links* y *Rewards*, introducen los sonidos de las combinaciones de letras y enseña a comprender palabras de multi-sílabas. Se enfoca en descifrar palabras, aumentar vocabulario, fluidez en la lectura, la comprensión y escritura. *Rewards Plus* (ciencias/historia) incluye un componente de la escritura y se enfoca en la comprensión a un nivel más avanzado, la lectura es basada en las áreas de contenido. El programa de Matemáticas, *Accelerated Math*, se adapta al nivel actual de su hijo y los objetivos de sus áreas de debilidad. UROK Learning Institute ofrece una variedad de programas que se pueden adaptar a cada estudiante con necesidades especiales (IEP ó 504 Plan) y aprendizaje de Inglés (EL). Tutores bilingües están disponibles para los estudiantes que necesitan apoyo en su primer idioma. Por lo general, estudiantes que completan nuestros programas suben un promedio de 1 a 2 niveles.

Signature:  Date: September 6, 2012
 Typed or Printed Name/Title: Dean White, Executive Director



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capusd.org

BOARD OF TRUSTEES
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AMY MANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, Ed.D.

September 30, 2013

Sent via e-mail: gabe@uroklearning.com

Advanced Reading solutions dba UROK Learning Institute
P.O. Box 250
Huntington Park, CA 90255
Attn: Dean White

Subject: Extension of Contract No. ICA 1213128, 2013-2014

Dear Mr. White

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Wednesday, October 2, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing
Encl.

U R O K TM

Learning Institute

Los Angeles Office, 2577 Zoe Ave. Suite #217, Huntington Park, California 90255
 Phone 323-588-8555; Toll-Free 1-877-358-9999; Fax 323-588-8833; Email info@uroklearning.com

FEE SCHEDULE

SES Provider: Advanced Reading Solutions LLC dba UROK Learning Institute
 Address: 4263 El Cajon Blvd., Suite 200, San Diego, CA 92105
 Contact: Dean White, Executive Director
 Phone Number: (323) 588-8883
 Fax Number: (323) 588-8838
 E-mail: dean@uroklearning.com

Type of Service	Hourly Rate
One-on-One	\$45.22
Small Group	\$45.22

Description of Services:

English:

UROK Learning Institute offers English Language Arts and Math tutoring, grades K through 12. Tutoring is one-on-one and is offered in-home or at a community center. Each tutoring session is 2 hours, 1-3 days a week. UROK's Reading Intervention Programs, *Literacy Links and Rewards*, introduce sounds of common letter combinations and teach students how to dissect multi-syllabic words. The focus is on word decoding, vocabulary building, increasing fluency, comprehension, and writing. *Rewards Plus (Social Studies/Science)* includes a writing component and focuses on increasing comprehension of secondary-level, content-area passages. UROK's *Accelerated Math* program is tailored to your child's current level and targets their areas of weakness. UROK Learning Institute offers an array of programs that can be tailored to fit the needs of students with disabilities (IEP and 504 Plan) and English Learners (EL). Spanish speaking tutors are available for students that need support in their primary language. On average, our students increase 1 to 2 grade levels.

Spanish:

UROK Learning Institute ofrece tutoría en Lectura y Comprensión y también Matemáticas, a todos los grados del kinder al 12. La tutoría es uno-a-uno, en casa o en un centro de la comunidad. Cada sesión de tutoría dura 2 horas, 1 a 3 días por la semana. Los programas principales de UROK, *Literacy Links* y *Rewards*, introducen los sonidos de las combinaciones de letras y enseña a comprender palabras de multi-silabas. Se enfoca en descifrar palabras, aumentar vocabulario, fluidez en la lectura, la comprensión y escritura. *Rewards Plus* (ciencias/historia) incluye un componente de la escritura y se enfoca en la comprensión a un nivel más avanzado, la lectura es basada en las áreas de contenido. El programa de Matemáticas, *Accelerated Math*, se adapta al nivel actual de su hijo y los objetivos de sus áreas de debilidad. UROK Learning Institute ofrece una variedad de programas que se pueden adaptar a cada estudiante con necesidades especiales (IEP ó 504 Plan) y aprendizaje de Inglés (EL). Tutores bilingües están disponibles para los estudiantes que necesitan apoyo en su primer idioma. Por lo general, estudiantes que completan nuestros programas suben un promedio de 1 a 2 niveles.

Signature: 
 Typed or Printed Name/Title: Dean White, Executive Director

Date: September 6, 2012



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, 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").

UROK LEARNING INSTITUTE

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 \$7,914.60 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 11/15/2012-11/14/2013 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 Fluert
Name: Terry Fluert
Title: Director, Purchasing
Board Approval Date: 11/14/12

Signature: [Signature]
Name: Dean White
Title: Executive Director
Address: P.O. Box 250
Huntington Park, CA 90255
Email Address: dean@uroklearning.com
FEIN/SSN: 320969308

U R O K TM

Learning Institute

Los Angeles Office, 2677 Zoe Ave. Suite #217, Huntington Park, California 90255
 Phone 323-588-8555, Toll-Free 1-877-358-9999, Fax 323-588-8838, Email info@uroklearning.com

FEE SCHEDULE

SES Provider: Advanced Reading Solutions LLC dba UROK Learning Institute
 Address 4283 El Cajon Blvd., Suite 200, San Diego, CA 92105
 Contact Dean White, Executive Director
 Phone Number: (323) 588-8383
 Fax Number: (323) 588-8838
 E-mail: dean@uroklearning.com

Type of Service	Hourly Rate
One-on-One	\$45.22
Small Group	\$45.22


Description of Services:

English:

UROK Learning Institute offers English Language Arts and Math tutoring, grades K through 12. Tutoring is one-on-one and is offered in-home or at a community center. Each tutoring session is 2 hours, 1-3 days a week. UROK's Reading Intervention Programs, *Literacy Links and Rewards*, introduce sounds of common letter combinations and teach students how to dissect multi-syllabic words. The focus is on word decoding, vocabulary building, increasing fluency, comprehension, and writing. *Rewards Plus (Social Studies/Science)* includes a writing component and focuses on increasing comprehension of secondary-level, content-area passages. UROK's *Accelerated Math* program is tailored to your child's current level and targets their areas of weakness. UROK Learning Institute offers an array of programs that can be tailored to fit the needs of students with disabilities (IEP and 504 Plan) and English Learners (EL). Spanish-speaking tutors are available for students that need support in their primary language. On average, our students increase 1 to 2 grade levels.

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UROK Learning Institute ofrece tutoría en Lectura y Comprensión y también Matemáticas, a todos los grados del kínder al 12. La tutoría es uno-a-uno, en casa o en un centro de la comunidad. Cada sesión de tutoría dura 2 horas, 1 a 3 días por la semana. Los programas principales de UROK, *Literacy Links y Rewards*, introducen los sonidos de las combinaciones de letras y enseña a comprender palabras de multi-silabas. Se enfoca en descifrar palabras, aumentar vocabulario, fluidez en la lectura, la comprensión y escritura. *Rewards Plus* (ciencias/historia) incluye un componente de la escritura y se enfoca en la comprensión a un nivel más avanzado, la lectura es basada en las áreas de contenido. El programa de Matemáticas, *Accelerated Math*, se adapta al nivel actual de su hijo y los objetivos de sus áreas de debilidad. UROK Learning Institute ofrece una variedad de programas que se pueden adaptar a cada estudiante con necesidades especiales (IEP ó 504 Plan) y aprendizaje de Inglés (EL). Tutores bilingües están disponibles para los estudiantes que necesitan apoyo en su primer idioma. Por lo general, estudiantes que completan nuestros programas suben un promedio de 1 a 2 niveles.

Signature: 

Date September 6, 2012

Typed or Printed Name/Title: Dean White, Executive Director

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213135**

WITH

TOTAL EDUCATION SOLUTIONS

The Independent Contractor Agreement ICA 1213135 with Capistrano Unified School District and Total Education Solutions, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Total Education Solutions shall be extended for the period covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$12,127.95.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

Total Education Solutions

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____



Fee Schedule

Company Name: Total Education Solutions

Address: 625 S. Fair Oaks Ave. #300, South Pasadena, CA 91030

Phone: (213) 607-4339

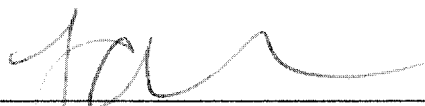
Fax: (619) 275-4526

Email: lbarrera@tesidea.com

Description of Services: Total Education Solutions provides individualized, one-on-one tutoring through Supplemental Educational Services, designed to meet the unique learning needs of each student. We offer:

- Pre- and post-testing using standardized academic assessment tools
- Individual goals and objectives developed for each student
- Adaptation and modification of the student's assigned materials to meet the individual learning needs of students
- Supplemental materials to increase skills in English/language arts and mathematics
- Specialized services to meet the needs of special education and/or English language

Rate of Pay & Expenses: \$ 55.00 per hour

Signature:  _____ Date: 9/11/14

Typed or Printed Name: Laura Barrera, SES Program Manager

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213135**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

TOTAL EDUCATION SOLUTIONS

The Independent Contractor Agreement ICA 1213135 with Capistrano Unified School District and Total Education Solutions, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Total Education Solutions, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$9,543.56.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: 11/7/13

DISTRICT

Total Education Solutions

By: Nancy J. Lavelle
Signature

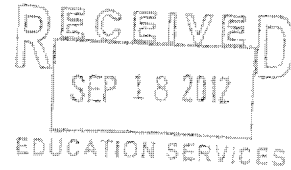
Nancy J. Lavelle
Print Name

President and CEO
Title

Date: 10/22/13



Fee Schedule



Company Name: Total Education Solutions
Address: 625 S. Fair Oaks Ave. #200, South Pasadena, CA 91030
Phone: (213) 607-4339
Fax: (619) 275-4526
Email: lbarrera@tesidea.com

Description of Services: Total Education Solutions provides individualized, one-on-one tutoring through Supplemental Educational Services, designed to meet the unique learning needs of each student. We offer:

- Pre- and post-testing using standardized academic assessment tools
- Individual goals and objectives developed for each student
- Adaptation and modification of the student's assigned materials to meet the individual learning needs of students
- Supplemental materials to increase skills in English/language arts and mathematics
- Specialized services to meet the needs of special education and/or English language

Rate of Pay & Expenses: \$ 55.00 per hour

Signature: Nancy J. Lavelle Date: 9/12/12

Typed or Printed Name: Nancy J. Lavelle, President and CEO



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
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AMY MANACEK
GARY FRITCHARD, PH. D.
JIM REARDON
SUPERINTENDENT
JOSEPH M. FARLEY, ED. D.

September 30, 2013

Sent via e-mail: lbarrera@tesidea.com

Total Education Solutions
625 S. Fair Oaks Ave. #200
South Pasadena, CA 91030
Attn: L. Barrera

Subject: Extension of Contract No. ICA 1213135, 2013-2014

Dear Ms. Barrera,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Wednesday, October 2, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

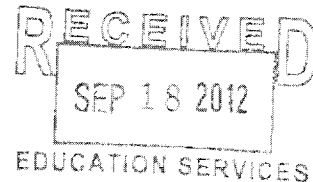
If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing
Encl.



Fee Schedule



Company Name: Total Education Solutions
Address: 625 S. Fair Oaks Ave. #200, South Pasadena, CA 91030
Phone: (213) 607-4339
Fax: (619) 275-4526
Email: lbarrera@tesidea.com

Description of Services: Total Education Solutions provides individualized, one-on-one tutoring through Supplemental Educational Services, designed to meet the unique learning needs of each student. We offer:

- Pre- and post-testing using standardized academic assessment tools
- Individual goals and objectives developed for each student
- Adaptation and modification of the student's assigned materials to meet the individual learning needs of students
- Supplemental materials to increase skills in English/language arts and mathematics
- Specialized services to meet the needs of special education and/or English language

Rate of Pay & Expenses: \$ 55.00 per hour

Signature:  Date: 9/12/12

Typed or Printed Name: Nancy J. Lavelle, President and CEO



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, 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").

TOTAL EDUCATION 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 \$7,914.60 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 11/15/2012-11/14/2013 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.

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

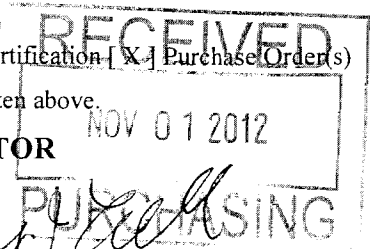
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

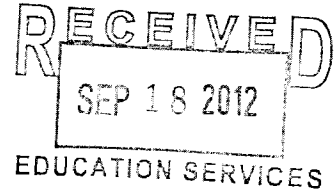
By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 11/14/12

CONTRACTOR

Signature: Nancy J. Lavelle
Name: Nancy J. Lavelle
Title: President and CEO
Address: 625 S. Fair Oaks Ave. #200
South Pasadena, CA 91030
Email Address: lbarrera@tesidea.com
FEIN/SSN: 95-4719630



Fee Schedule

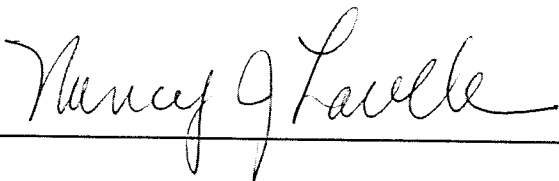


Company Name: Total Education Solutions
Address: 625 S. Fair Oaks Ave. #200, South Pasadena, CA 91030
Phone: (213) 607-4339
Fax: (619) 275-4526
Email: lbarrera@tesidea.com

Description of Services: Total Education Solutions provides individualized, one-on-one tutoring through Supplemental Educational Services, designed to meet the unique learning needs of each student. We offer:

- Pre- and post-testing using standardized academic assessment tools
- Individual goals and objectives developed for each student
- Adaptation and modification of the student's assigned materials to meet the individual learning needs of students
- Supplemental materials to increase skills in English/language arts and mathematics
- Specialized services to meet the needs of special education and/or English language

Rate of Pay & Expenses: \$ 55.00 per hour

Signature:  Date: 9/12/12

Typed or Printed Name: Nancy J. Lavelle, President and CEO

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213138**

WITH

A TREE OF KNOWLEDGE EDUCATIONAL SERVICES, INCORPORATED

The Independent Contractor Agreement ICA 1213138 with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, shall be extended for the period covering November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$36,383.85.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

**A Tree of Knowledge Educational
Services, Incorporated**

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

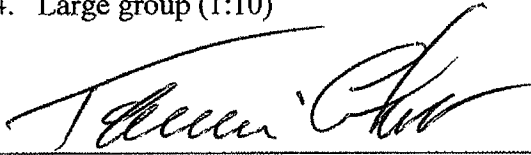
EXHIBIT A

Fee Schedule 2014-15

Provider: A Tree of Knowledge Educational Services, Inc.
Address: 10600 Sepulveda Blvd., # 107, Mission Hills, CA 91345
Contact Person: Brandon Edwards ; Tamir Oheb
Phone: 866 698 6537
Email: bedwards@tree-of-knowledge.net ; toheb@tree-of-knowledge.net

Cost associated with tutoring program (hourly rate):

1. \$ 65.00 / hour
2. one-on-one tutoring
3. Small group (1:5)
4. Large group (1:10)



Tamir Oheb, CEO
A Tree of Knowledge Educational Services, Inc.

9/11/14
Date

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213138**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

A TREE OF KNOWLEDGE EDUCATIONAL SERVICES, INCORPORATED

The Independent Contractor Agreement ICA 1213138 with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$14,682.40.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.


CONSULTANT

DISTRICT

Capistrano Unified School District

**A Tree of Knowledge Educational
Services, Incorporated**

By: 
Signature

By: 
Signature

Terry Fluent
Print name

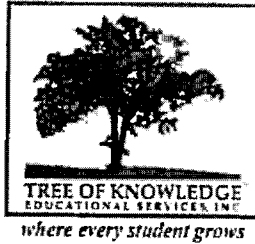
Brandon Edwards
Print Name

Director, Purchasing
Title

President
Title

Date: 11/7/13

Date: 10/18/13



A Tree of Knowledge Educational Services, Inc.

Corporate Headquarters:

10600 Sepulveda Blvd., Suite #107, Mission Hills, CA 91345

Office 818-256-1666; Toll Free 866-698-6537

Facsimile 818-361-3200

www.tree-of-knowledge.com

FEE SCHEDULE

This fee schedule pertains to services under the No Child Left Behind Act which offers Supplemental Educational Services (SES) to qualifying students in eligible LEAs. Our fees include pre and post assessments and tutoring.

1:1 Tutoring	\$58.50/hr
Group tutoring 10:1	\$58.50/hr per student

Be

Brandon Edwards, President

9/7/2012

Date



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.copousd.org

BOARD OF TRUSTEES
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VICE PRESIDENT
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CLERK
ELLEN M. ADDONIZIO
AMT MANAGER
GARY PITCHARD, PH. D
JIM REARDON
SUPERINTENDENT
JOSEPH M. FARLEY, ED. D

September 30, 2013

Sent via e-mail bedwards@tree-of-knowledge.net

A Tree of Knowledge Educational Services, Inc.
10600 Sepulveda Blvd., Suite #107
Mission Hills, CA 91345

Subject: Extension of Contract No. ICA 1213138, 2013-2014

Dear Mr. Edwards,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period November 15, 2013 through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@copousd.org by Wednesday, October 2, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

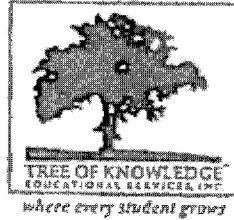
Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing
Encl.

SERVING THE COMMUNITIES OF:
ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
RANCHO SANTA MARGARITA • SAN CLEMENTE • SAN JUAN CAPISTRANO



RECEIVED
SEP 13 2012
EDUCATION SERVICES

A Tree of Knowledge Educational Services, Inc.
Corporate Headquarters
10600 Sepulveda Blvd, Suite #107, Mission Hills, CA 91345
Office 818-256-1666, Toll Free 866-698-6537
Facsimile 818-361-3200
www.tree-of-knowledge.com

FEE SCHEDULE

This fee schedule pertains to services under the No Child Left Behind Act which offers Supplemental Educational Services (SES) to qualifying students in eligible LEAs. Our fees include pre and post assessments and tutoring.

1:1 Tutoring	\$65.00/hr
Group tutoring 10:1	\$65.00/hr per student

9/7/2012



Brandon Edwards, President

Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, 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").

A TREE OF KNOWLEDGE EDUCATIONAL SERVICES, INC.

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$7,914.60 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 11/15/2012-11/14/2013 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

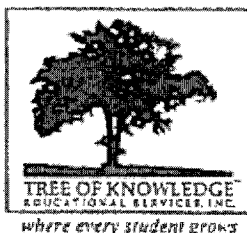
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluett
Name: Terry Fluett
Title: Director, Purchasing
Board Approval Date: 11/14/12

CONTRACTOR

RECEIVED
OCT 23 2012
PURCHASING
Signature: Brandon Edwards
Name: Brandon Edwards
Title: President
Address: 10600 Sepulveda Blvd Ste 107
Mission Hills CA 91345
Email Address: bedwards@tree-of-knowledge.net
FEIN/SSN 10-5554673



RECEIVED
SEP 13 2012
EDUCATION SERVICES

A Tree of Knowledge Educational Services, Inc.

Corporate Headquarters:

10600 Sepulveda Blvd, Suite #107, Mission Hills, CA 91345

Office 818-256-1666; Toll Free 866-698-6537

Facsimile 818-361-3200

www.tree-of-knowledge.com

FEE SCHEDULE

This fee schedule pertains to services under the No Child Left Behind Act which offers Supplemental Educational Services (SES) to qualifying students in eligible LEAs. Our fees include pre and post assessments and tutoring.

1:1 Tutoring	\$65.00/hr
Group tutoring 10:1	\$65.00/hr per student

9/7/2012



Brandon Edwards, President

Date

AMENDMENT NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213138

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

A TREE OF KNOWLEDGE EDUCATIONAL SERVICES, INCORPORATED

The Independent Contractor Agreement ICA 1213138 with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013 at the rates show in the agreement.

The "not to exceed" amount of the contract with Capistrano Unified School District and A Tree of Knowledge Educational Services, Incorporated, shall be amended to \$10,116.96, for additional services as requested by the District.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

A Tree of Knowledge Educational
Services, Incorporated

By: Terry Fluent
Signature

By: Brandon Edwards
Signature

Terry Fluent
Print name

Brandon Edwards
Print Name

Director, Purchasing
Title

President
Title

Date: 5/30/14

Date: 5/5/14

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213149**

WITH

!ACE TUTORING SERVICES, INCORPORATED

The Independent Contractor Agreement ICA 1213149 with Capistrano Unified School District and !Ace Tutoring Services, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and !Ace Tutoring Services, Incorporated, shall be extended covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$36,383.85.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

!Ace Tutoring Services, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

EXHIBIT A
Fee Schedule 2014-2015

Provider: ! ACE Tutoring Services, Inc.
Address: 3576 Arlington Ave., Suite 300, Riverside, CA 92506
Contact Person: Jeff Wang
Phone: 1-800-688-1103
Email: acetutoring@sbcglobal.net

Cost associated with tutoring program (hourly rate):

- **\$60.00/hour per student**
 - **One-to-one tutoring**
- Or**
- Small group tutoring (1:1, 1:2 or 1:3)**



Provider Signature

9/11/14

Date

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213149**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

!ACE TUTORING SERVICES, INCORPORATED

The Independent Contractor Agreement ICA 1213149 with Capistrano Unified School District and !Ace Tutoring Services, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and !Ace Tutoring Services, Incorporated, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$44,047.20.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: Terry Fluent
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: 11/7/13

DISTRICT

!Ace Tutoring Services, Incorporated

By: Jeff Wang
Signature

Jeff Wang
Print Name

Director
Title

Date: 10.18.2013

EXHIBIT A

! ACE TUTORING SERVICES, INC.

3576 Arlington Ave., Suite 300, Riverside, CA 92506

FEE SCHEDULE FOR CAPISTRANO UNIFIED SCHOOL DISTRICT

Tutoring	Fee
1-on-1 Tutoring	\$54.00/Hr
1-on-2 Tutoring	\$108.00/Hr
1-on-3 Tutoring	\$162.00/Hr

PROGRAM DESCRIPTION

English Version:

! ACE Tutoring Services, Inc. provides individualized 1-on-1 or small-group (1-on-2 or 1-on-3) tutoring in English language arts, math and/or science. Tutoring sessions take place at the student's home, library or community center. Students choose their own convenient tutoring schedule. Tutoring sessions are available 7 days a week. Students can learn at his/her own pace and receive instructions that focus on his/her specific weaknesses in English language arts, math, and/or science. All of our tutors have at least a bachelor's degree, and many have California teaching credentials and/or advanced degrees. Bilingual (Spanish/English) tutors are also available. ! ACE Tutoring Services, Inc. has been providing tutoring services to students in K-12th grade since 1997. Over 90% of the students that finished our tutoring program show significant improvement in English language arts, math and/or science.

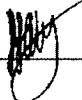
Spanish Version:

! ACE Tutoring Services, Inc. proporciona tutoría individualizada de 1-a-1 o en pequeños grupos (1-a-2 o 1-a-3) en artes lingüísticas, matemáticas, y/o ciencia. En casa del estudiante o biblioteca local y en el centro de comunidad. Los estudiantes eligen su propio horario de tutoría. Las sesiones se ofrecen los 7 días de la semana. Los estudiantes pueden aprender a su propio pasos, y recibir instrucciones que se centran en sus debilidades específicas en artes lingüísticas, matemáticas y/o ciencia. Todos nuestros tutores tienen por lo menos su bachillerato, y muchos de ellos tienen credenciales de enseñanza de California y / o grados avanzados. Tutores bilingües (Español/Ingles) están también disponibles. ! ACE Tutoring Services, Inc. ha estado proporcionando servicios de tutoría a los estudiantes de jardín al 12avo grado desde

1997. Más del 90% de los estudiantes que han terminado nuestro programa de tutoría muestran una mejora significativa en artes lingüísticas, matemáticas y/o ciencia.

Name of Consultant: ! ACE Tutoring Services, Inc.

Name: Jeff Wang

Signature:  _____

Date: 9/30/13



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES

JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT

JOSEPH M. FARLEY, ED. D.

September 30, 2013

Sent via e-mail acetutoring@sbcglobal.net

Ace Tutoring Services, Inc.
3576 Arlington Ave., Suite 300
Riverside, CA 92506
Attn: Jeff Wang

Subject: Extension of Contract No. ICA 1213149, 2013-2014

Dear Mr. Wang,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period November 15, 2013 through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.


Please electronically return the fee schedule to me at dmantifae@capousd.org by Wednesday, October 2, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,


Donna Antifae
Buyer/Planner, Purchasing
Encl.

! ACE TUTORING SERVICES, INC.

3576 Arlington Ave., Suite 300, Riverside, CA 92506

FEE SCHEDULE FOR CAPISTRANO UNIFIED SCHOOL DISTRICT

Tutoring	Fee
1-on-1 Tutoring	\$54.00/Hr
1-on-2 Tutoring	\$108.00/Hr
1-on-3 Tutoring	\$162.00/Hr

PROGRAM DESCRIPTION

English Version:

! ACE Tutoring Services, Inc. provides individualized 1-on-1 or small-group (1-on-2 or 1-on-3) tutoring in English language arts, math and/or science. Tutoring sessions take place at the student's home, library or community center. Students choose their own convenient tutoring schedule. Tutoring sessions are available 7 days a week. Students can learn at his/her own pace and receive instructions that focus on his/her specific weaknesses in English language arts, math, and/or science. All of our tutors have at least a bachelor's degree, and many have California teaching credentials and/or advanced degrees. Bilingual (Spanish/English) tutors are also available. ! ACE Tutoring Services, Inc. has been providing tutoring services to students in K-12th grade since 1997. Over 90% of the students that finished our tutoring program show significant improvement in English language arts, math and/or science.


Spanish Version:

! ACE Tutoring Services, Inc. proporciona tutoría individualizada de 1-a-1 o en pequeños grupos (1-a-2 o 1-a-3) en artes lingüísticas, matemáticas, y/o ciencia. En casa del estudiante o biblioteca local y en el centro de comunidad. Los estudiantes eligen su propio horario de tutoría. Las sesiones se ofrecen los 7 días de la semana. Los estudiantes pueden aprender a su propio pasos, y recibir instrucciones que se centran en sus debilidades específicas en artes lingüísticas, matemáticas y/o ciencia. Todos nuestros tutores tienen por lo menos su bachillerato, y muchos de ellos tienen credenciales de enseñanza de California y / o grados avanzados. Tutores bilingües (Español/Ingles) están también disponibles. ! ACE Tutoring Services, Inc. ha estado proporcionando servicios de tutoría a los estudiantes de jardín al 12avo grado desde

1997. Más del 90% de los estudiantes que han terminado nuestro programa de tutoría muestran una mejora significativa en artes lingüísticas, matemáticas y/o ciencia.

Name of Consultant: ! ACE Tutoring Services, Inc.

Name: Jeff Wang

Signature:  _____

Date: 9/30/13



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, 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").

!ACE TUTORING SERVICES, INC.

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$7,914.60 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 11/15/2012-11/14/2013 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.

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

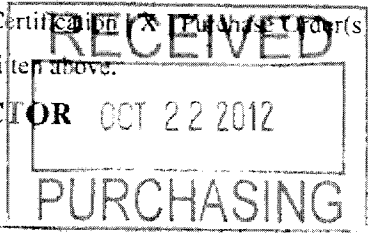
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 11/14/12

CONTRACTOR OCT 22 2012

Signature: Jeff Wang
Name: Jeff Wang
Title: Director
Address: 3576 Arlington Ave., #300
Escondido, CA 92506
Email Address: actutoring@sbglobal.net
FEIN/SSN: 33-0842322

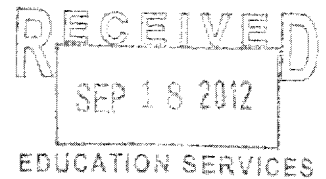


! ACE TUTORING SERVICES, INC.

3576 Arlington Ave., Suite 300, Riverside, CA 92506

FEE SCHEDULE FOR CAPISTRANO UNIFIED SCHOOL DISTRICT

Tutoring	Fee
1-on-1 Tutoring	\$60.00/Hr
1-on-2 Tutoring	\$120.00/Hr
1-on-3 Tutoring	\$180.00/Hr



PROGRAM DESCRIPTION

English Version:

! ACE Tutoring Services, Inc. provides individualized 1-on-1 or small-group (1-on-2 or 1-on-3) tutoring in English language arts, math and/or science. Tutoring sessions take place at the student's home, library or community center. Students choose their own convenient tutoring schedule. Tutoring sessions are available 7 days a week. Students can learn at his/her own pace and receive instructions that focus on his/her specific weaknesses in English language arts, math, and/or science. All of our tutors have at least a bachelor's degree, and many have California teaching credentials and/or advanced degrees. Bilingual (Spanish/English) tutors are also available. ! ACE Tutoring Services, Inc. has been providing tutoring services to students in K-12th grade since 1997. Over 90% of the students that finished our tutoring program show significant improvement in English language arts, math and/or science.

Spanish Version:

! ACE Tutoring Services, Inc. proporciona tutoría individualizada de 1-a-1 o en pequeños grupos (1-a-2 o 1-a-3) en artes lingüísticas, matemáticas, y/o ciencia. En casa del estudiante o biblioteca local y en el centro de comunidad. Los estudiantes eligen su propio horario de tutoría. Las sesiones se ofrecen los 7 días de la semana. Los estudiantes pueden aprender a su propio pasos, y recibir instrucciones que se centran en sus debilidades específicas en artes lingüísticas, matemáticas y/o ciencia. Todos nuestros tutores tienen por lo menos su bachillerato, y muchos de ellos tienen credenciales de enseñanza de California y / o grados avanzados. Tutores bilingües (Español/Ingles) están también disponibles. ! ACE Tutoring Services, Inc. ha estado proporcionando servicios de tutoría a los estudiantes de jardín al 12avo grado desde

1997. Más del 90% de los estudiantes que han terminado nuestro programa de tutoría muestran una mejora significativa en artes lingüísticas, matemáticas y/o ciencia.

Name of Consultant: ACE Tutoring Services, Inc.

Name: Jeff Wang

Signature:  _____

Date: 9/13/12

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213149**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

!ACE TUTORING SERVICES, INC.

Independent Contractor Agreement No. ICA 1213149 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213149 shall be amended to \$35,615.70 for additional services requested by the District.

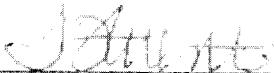
Except as set forth in this Amendment, and Board approved on November 14, 2012, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

!ACE Tutoring, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

Jeff Wang
Print Name

Director, Purchasing

Director
Title

Date: 4/15/13

Date: 4/1/13

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213152**

WITH

¡APRENDE! TUTORING

The Independent Contractor Agreement ICA 1213152 with Capistrano Unified School District and ¡Aprende Tutoring, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and ¡Aprende Tutoring, shall be extended covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$66,703.13.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

¡Aprende! Tutoring

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____



EXHIBIT A

September 11, 2014

Capistrano Unified School District
Purchasing Department
33122 Valle Rd.
San Juan Capistrano, CA 92675

Dear Clint Dempsey,

¡Aprende! Tutoring is a CDE-approved provider of Supplemental Educational Services seeking to contract with Capistrano USD for the 2014-2015 school year. We will provide the following services at the following rates:

Private Tutoring (1 student : 1 tutor): \$60/hr
Small Group Tutoring (2-5 students : 1 tutor): \$40/hr

Invoices will be submitted monthly with attendance sheets to verify billed hours.

If you have questions regarding our services or costs, you may contact me directly. We look forward to working with Capistrano USD students and staff again.

With Regards,

A handwritten signature in black ink, appearing to read "Rebekah Rustad-Phung", written in a cursive style.

Rebekah Rustad-Phung
Administrator of SES Programs

¡Aprende! Tutoring
c/o Oxford Tutoring
3057 Edinger Avenue
Tustin, CA 92780

EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213152

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

¡APRENDE! TUTORING

The Independent Contractor Agreement ICA 1213152 with Capistrano Unified School District and ¡Aprende Tutoring, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and ¡Aprende Tutoring, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$56,527.24.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

¡Aprende! Tutoring

By: _____

Signature

By: _____

Signature

Terry Fluent

Print name

Rebekah Rustad-Phung

Print Name

Director, Purchasing

Title

Administrator of SES Programs

Title

Date: _____

12/11/13

Date: _____

12/14/13

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213152**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

iAPRENDE! TUTORING

Independent Contractor Agreement No. ICA 1213152 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213152 shall be amended to \$49,070.52 for additional services requested by the District.


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

DISTRICT

CONSULTANT

Capistrano Unified School District

!Aprende! Tutoring

By: 
Signature

By: 
Signature

Terry Fluent

Rebekah Rustal-Phung
Print Name

Director, Purchasing

Administrator of SES Programs
Title

Date: 4/15/13

Date: 4/2/13



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, 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").

APRENDE! TUTORING

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 \$15,829.20 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 11/15/2012-11/14/2013 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 Certifications Purchase Order(s)

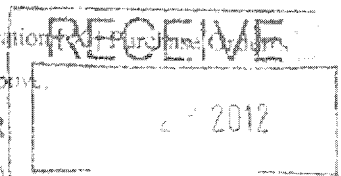
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluett
Name: Terry Fluett
Title: Director, Purchasing
Board Approval Date: 11/14/12

CONTRACTOR

Signature: [Signature]
Name: Rebekah Rustel-Phung
Title: Administrators of JES Programs
Address: 14425 Culver Dr.
Irwin, CA 92604
Email Address: Rebekah@OxfordTutoring.com
FEIN/SSN: 45-2464723





RECEIVED
SEP 20 2012
EDUCATION SERVICES

September 16, 2012

Capistrano Unified School District
Purchasing Department
33122 Valle Rd.
San Juan Capistrano, CA 92675

Dear Jon Buckman,

¡Aprende! Tutoring is a CDE-approved provider of Supplemental Educational Services seeking to contract with Capistrano USD for the 2012-2013 school year. ¡Aprende! will participate in provider fairs to inform parents of our services. If selected by Capistrano families, we will provide the following services at the following rates:

Private Tutoring (1 student : 1 tutor): \$72/hr
Small Group Tutoring (2-5 students : 1 tutor): \$40/hr

Invoices will be submitted monthly with attendance sheets to verify billed hours.

If you have questions regarding our services or costs, you may contact me directly. I look forward to working with Capistrano USD students and staff.

With Regards,

Rebekah Rustad-Phung
Administrator of SES Programs

¡Aprende! Tutoring
c/o Oxford Tutoring
14425 Culver Dr.
Irvine, CA 92604

**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213153**

WITH

PROFESSIONAL TUTORS OF AMERICA, INCORPORATED

The Independent Contractor Agreement ICA 1213153 with Capistrano Unified School District and Professional Tutors of America, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Professional Tutors of America, Incorporated, shall be extended covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$66,703.73.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

**Professional Tutors of America,
Incorporated**

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

EXHIBIT A

Fee Schedule 2014-2015

Provider: **Professional Tutors of America, Inc.**
Address: **3350 E. Birch Street, Suite 108, Brea, CA 92821**
Contact Person: **Robert Harraka**
Phone: **(800) 832-2487**
Fax: **(714) 671-1887**
E-mail: **Robert@professional tutors.com**

Cost(s) associated with your program (hourly rate): **\$68.00 per hour for**
One-to-One tutoring

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213153**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROFESSIONAL TUTORS OF AMERICA, INCORPORATED

The Independent Contractor Agreement ICA 1213153 with Capistrano Unified School District and Professional Tutors of America, Incorporated, called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Professional Tutors of America, Incorporated, shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$44,047.20.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

Capistrano Unified School District

By: 
Signature

Terry Fluent
Print name

Director, Purchasing
Title

Date: 11/7/13

DISTRICT

**Professional Tutors of America,
Incorporated**

By: 
Signature

Robert Harraka
Print Name

CEO
Title

Date: 10/28/13

EXHIBIT A

Fee Schedule 2013-2014

Provider: Professional Tutors of America, Inc.
Address: 3350 E. Birch Street, Suite 108, Brea, CA 92821
Contact Person: Robert Harraka
Phone: (800) 832-2487
Fax: (714) 671-1887
E-mail: Robert@professional tutors.com

Cost(s) associated with your program (hourly rate): \$68.00 per hour for
One-to-One tutoring



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, 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").

PROFESSIONAL TUTORS OF AMERICA, INC.

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$27,701.10 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 11/15/2012-11/14/2013 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 Certifications and Purchase Order(s)

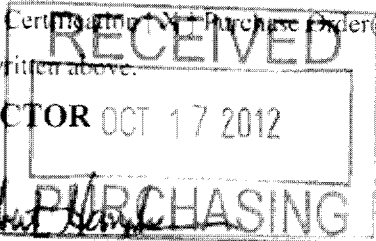
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 11/14/12

CONTRACTOR OCT 17 2012

Signature: Robert Harraka
Name: Robert Harraka
Title: CEO
Address: 3350 E. Birch St, Suite 108
Brea, CA 92821
Email Address: Robert@professionaltutors.com
FEIN/SSN: 33-0015574



SES Program Information 2012-2013

Provider: **Professional Tutors of America, Inc.**
Address: **3350 E. Birch Street, Suite 108, Brea, CA 92821**
Contact Person: **Robert Harraka**
Phone: **(800) 832-2487**
Fax: **(714) 671-1887**
E-mail: **Robert@professional tutors.com**

1. Give a brief description (a paragraph) that can be sent to parents regarding the types of services your company can provide to students.

We provide individualized tutoring instruction (always One-to-One) in math, reading, English language arts or science. We serve students in all grade levels (from K-12th grade). Tutoring is done at the student's home or at a local library, whichever the parent prefers. We test each student to determine his/her strengths and weaknesses, and then develop a learning plan and objectives. The tutoring lessons focus on these objectives, providing maximum results. We have Spanish-speaking tutors and staff available. We have been providing one-to-one tutoring for 29 years, and one-to-one tutoring is proven to be the most effective method of learning. Our teachers are all college graduates, and most of them have had teaching experience in either public or private schools. We have a strong, proven record with over 250 school districts, improving academic skills, motivating students, and building self-confidence.

Proporcionamos la instrucción individualizada (Siempre Enseñamos Uno-a-Uno) en matemáticas, lectura, artes de lengua, o ciencia. Servimos a estudiantes en todos los niveles de grado (de grado de K-12th). El curso particular se hace en el hogar del estudiante o en una biblioteca local, dependiendo de la preferencia del padre. Probamos a cada estudiante para determinar sus fuerzas y debilidades, y después desarrollamos un plan de aprendizaje y objetivos. Las lecciones del curso particular se centran en estos objetivos, proporcionando resultados máximos. Tenemos profesores particulares y personales disponibles que hablan español. Hemos estado proporcionando el curso particular por 29 años, que ha demostrado ser el método más efecto de aprendizaje. Nuestros profesores son graduados de la universidad, y la mayor parte han tenido experiencia de enseñanza en escuelas privadas o públicas. Tenemos un expediente fuerte, probado con 250 distritos escolares, mejorando las habilidades académicas, motivando estudiantes, y construyendo confianza en si mismo.

2. Cost(s) associated with your program (hourly rate): **\$68.00 per hour for One-to-One tutoring**
3. Location of services: **Student's home, or the local library—parent's choice.**

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213153**

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROFESSIONAL TUTORS OF AMERICA, INC

Independent Contractor Agreement No. ICA 1213153 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213153 shall be amended to \$31,658.40 for additional services requested by the District.

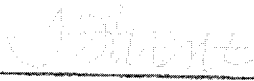
Except as set forth in this Amendment, and Board approved on November 14, 2012, all other terms of the contract remain in full force and effect.


DISTRICT

CONSULTANT

Capistrano Unified School District

Professional Tutors of America, Inc.

By: 
Signature

By: 
Signature

Terry Fluent

ROBERT HAGAN
Print Name

Director, Purchasing

CEO
Title

Date: 4/13/13

Date: 4/1/13

[Faint, illegible text, possibly a stamp or additional signature area]

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213153

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

PROFESSIONAL TUTORS OF AMERICA

Independent Contractor Agreement No. ICA 1213153 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1213153 shall be amended to \$32,449.86 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Professional Tutors of America

By: Terry Fluent
Signature

By: Robert Hauck
Signature

Terry Fluent

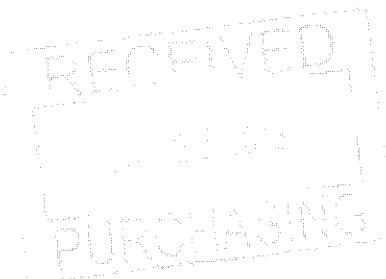
Robert Hauck
Print Name

Director, Purchasing

CEO
Title

Date: 7/10/13

Date: 6-17-13



**EXTENSION NO. 2 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213155**

WITH

**SYLVAN LEARNING CENTER OF LAGUNA NIGUEL OPERATED BY SAYVA
LEARNING, LLC.**

The Independent Contractor Agreement ICA 1213155 with Capistrano Unified School District and Sylvan Learning Center of Laguna Niguel Operated by Sayva Learning, LLC., called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Sylvan Learning Center of Laguna Niguel Operated by Sayva Learning, LLC., shall be extended covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 2 Agreement, not to exceed \$36,383.85.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

**Sylvan Learning Center of Laguna Niguel
Operated by Sayva Learning, LLC.**

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

FEE SCHEDULE

Contractor's Name: Sylvan Learning of Laguna Niguel operated by Sayva Learning, LLC

Contact: Meghan Linney

Address: 27881 La Paz Rd. Suite E, Laguna Niguel, CA 92677

Phone Number: 949-349-1835

Email Address: sylvan.lagunaniguel@sayvallearning.com

Description of Services:

Sylvan Learning offers Reading and Mathematics programs designed to assist learners (pre-K through high school) address gaps in their reading and math skills. These programs are individualized based on our diagnostic assessment and offered in person at a Sylvan Learning Center. Based on well-grounded theories of teaching and learning together with scientifically based research regarding language arts and mathematics and effective instructional practices, Sylvan's programs provide intervention that is systematic, intensive, and explicit. These programs are designed to address students' needs by engaging students in explicit instruction that addresses skill gaps, provides multiple opportunities for practice, and incorporates appropriate levels of programmatic, responsive, and meaningful scaffolding.

Rate of Pay & Expenses:

Our rate for the 2014-2015 school year will be \$44.00 for each one hour session for assessment and instruction. Capistrano Unified School District will receive an invoice from Sylvan Learning Center of Laguna Niguel at the end of each month for each approved student stating the number of hours used and associated billing. Signed attendance records will accompany each invoice.

Student to Teacher Ratio:

Instruction will be provided in a maximum 3:1, student to teacher ratio. Depending on attendance of students at any given hour, a student may receive instruction 1:1, 2:1 or 3:1, but never to exceed the 3:1 ratio. Attendance records are kept by Sylvan which specify the actual ratio for each session attended. The hourly rate is fixed at \$44.00/hour, regardless of attendance results.

Signature  Date 9/22/2014

Typed or Printed Name Meghan Linney

**EXTENSION NO. 1 OF INDEPENDENT CONTRACTOR AGREEMENT
ICA1213155**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

**SYLVAN LEARNING CENTER OF LAGUNA NIGUEL OPERATED BY SAYVA
LEARNING, LLC.**

The Independent Contractor Agreement ICA 1213155 with Capistrano Unified School District and Sylvan Learning Center of Laguna Niguel Operated by Sayva Learning, LLC., called for an original contract period of November 15, 2012, through November 14, 2013.

The contract with Capistrano Unified School District and Sylvan Learning Center of Laguna Niguel Operated by Sayva Learning, LLC., shall be extended an additional twelve (12) months, covering the period November 15, 2013, through November 14, 2014, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$22,023.60.

Except as set forth in this Extension Agreement, and Board approved on November 13, 2012, all other terms of the contract remain in full force and effect.

CONSULTANT

DISTRICT

Capistrano Unified School District

Sylvan Learning Center of Laguna Niguel
Operated by Sayva Learning, LLC.

By: 
Signature

By: 
Signature

Terry Fluent
Print name

Meghan Linney
Print Name

Director, Purchasing
Title

Center Director
Title

Date: 11/7/13

Date: 10/18/2013

EXHIBIT A
FEE SCHEDULE (REV. 10/1/2013)

Contractor's Name: Sylvan Learning of Laguna Niguel operated by Sayva Learning, LLC

Contact: Meghan Linney

Address: 27881 La Paz Rd. Suite E, Laguna Niguel, CA 92677

Phone Number: 949-349-1835

Fax Number: 949-349-1838

Email Address: sylvan.lagunaniguel@sayvallearning.com

Description of Services:

Sylvan Learning offers Reading and Mathematics programs designed to assist learners (pre-K through high school) address gaps in their reading and math skills. These programs are individualized based on our diagnostic assessment and offered in person at a Sylvan Learning Center. Based on well-grounded theories of teaching and learning together with scientifically based research regarding language arts and mathematics and effective instructional practices, Sylvan's programs provide intervention that is systematic, intensive, and explicit. These programs are designed to address students' needs by engaging students in explicit instruction that addresses skill gaps, provides multiple opportunities for practice, and incorporates appropriate levels of programmatic, responsive, and meaningful scaffolding.

Rate of Pay & Expenses:

As requested by CUSD, we have reduced our previous year's rate (\$47) by 10%. Thus, our rate for the 2013-2014 school year will be \$42.30 for each one hour session for assessment and instruction. Capistrano Unified School District will receive an invoice from Sylvan Learning Center of Laguna Niguel at the end of each month for each approved student stating the number of hours used and associated billing. Signed attendance records will accompany each invoice.

Student to Teacher Ratio:

Instruction will be provided in a maximum 3:1, student to teacher ratio. Depending on attendance of students at any given hour, a student may receive instruction 1:1, 2:1 or 3:1, but never to exceed the 3:1 ratio. Attendance records are kept by Sylvan which specify the actual ratio for each session attended. The hourly rate is fixed at \$42.30/hour, regardless of attendance results.

Signature *Meghan Linney* Date 10/1/2013
Typed or Printed Name Meghan Linney





CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

BOARD OF TRUSTEES
JOHN M. ALPAY
PRESIDENT

LYNN HATTON
VICE PRESIDENT

ANNA BRYSON
CLERK

ELLEN M. ADDONIZIO

AMY HANACEK

GARY PRITCHARD, PH. D.

JIM REARDON

SUPERINTENDENT
JOSEPH M. FARLEY, Ed. D.

September 30, 2013

Sent via e-mail: sylvan.lagunaniguel@sayvalearning.com

Sylvan Learning Center of Laguna Niguel
Operated by Sayva Learning LLC
27881 La Paz Rd. suite E
Laguna Niguel, CA 92677
Attn: Meghan Linney

Subject: Extension of Contract No. ICA 1213155, 2013-2014

Dear Ms. Linney,

Your current contract for services to the Capistrano Unified School District, as referenced above, will expire on November 14, 2013.

As a result of the state's ongoing financial crisis and per the direction of the District's Board of Trustees, you are being asked to reduce your fees for services by 10% for the renewal period November 15, 2013, through November 14, 2014. A copy of your current contract pricing is enclosed for your review. Please provide a new fee schedule for the school year 2013-2014.

Please electronically return the fee schedule to me at dmantifae@capousd.org by Wednesday, October 2, 2013.

Financial consideration shall be part of the determination by the Board of Trustees for acceptance of this contract.

Your understanding and assistance in this matter is appreciated.

If you have any questions, please contact me at (949) 234-9444.

Sincerely,

Donna Antifae
Buyer/Planner, Purchasing
Encl.

FEE SCHEDULE (REV. 10/1/2013)

Contractor's Name: Sylvan Learning of Laguna Niguel operated by Sayva Learning, LLC

Contact: Meghan Linney

Address: 27881 La Paz Rd. Suite E, Laguna Niguel, CA 92677

Phone Number: 949-349-1835

Fax Number: 949-349-1838

Email Address: sylvan.lagunaniguel@sayvallearning.com

Description of Services:

Sylvan Learning offers Reading and Mathematics programs designed to assist learners (pre-K through high school) address gaps in their reading and math skills. These programs are individualized based on our diagnostic assessment and offered in person at a Sylvan Learning Center. Based on well-grounded theories of teaching and learning together with scientifically based research regarding language arts and mathematics and effective instructional practices, Sylvan's programs provide intervention that is systematic, intensive, and explicit. These programs are designed to address students' needs by engaging students in explicit instruction that addresses skill gaps, provides multiple opportunities for practice, and incorporates appropriate levels of programmatic, responsive, and meaningful scaffolding.

Rate of Pay & Expenses:

As requested by CUSD, we have reduced our previous year's rate (\$47) by 10%. Thus, our rate for the 2013-2014 school year will be \$42.30 for each one hour session for assessment and instruction. Capistrano Unified School District will receive an invoice from Sylvan Learning Center of Laguna Niguel at the end of each month for each approved student stating the number of hours used and associated billing. Signed attendance records will accompany each invoice.

Student to Teacher Ratio:

Instruction will be provided in a maximum 3:1, student to teacher ratio. Depending on attendance of students at any given hour, a student may receive instruction 1:1, 2:1 or 3:1, but never to exceed the 3:1 ratio. Attendance records are kept by Sylvan which specify the actual ratio for each session attended. The hourly rate is fixed at \$42.30/hour, regardless of attendance results.

Signature *Meghan Linney* Date 10/1/2013

Typed or Printed Name Meghan Linney





INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of 11/15/2012, 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").

SYLVAN LEARNING CENTER OF LAGUNA NIGUEL OPERATED BY SAYVA LEARNING LLC

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$7,914.60 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 11/15/2012-11/14/2013 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 NOV 09 2012

By: Terry Fluett
Name: Terry Fluett
Title: Director, Purchasing
Board Approval Date: 11/14/12

Signature: Meghan Linney
Name: Meghan Linney
Title: Center Director
Address: 27881 La Paz Rd, Ste E
Laguna Niguel, CA 92677
Email Address: sylvan.laguaniguel@sayvallearning.com
FEIN/SSN: 45-3648142

FEE SCHEDULE

Contractor's Name: Sylvan Learning of Laguna Niguel operated by Sayva Learning, LLC

Contact: Meghan Linney

Address: 27881 La Paz Rd. Suite E, Laguna Niguel, CA 92677

Phone Number: 949-349-1835

Fax Number: 949-349-1838

Email Address: sylvan.lagunaniguel@sayvallearning.com

Description of Services:

Sylvan Learning offers Reading and Mathematics programs designed to assist learners (pre-K through high school) address gaps in their reading and math skills. These programs are individualized based on our diagnostic assessment and offered in person at a Sylvan Learning Center. Based on well grounded theories of teaching and learning together with scientifically based research regarding language arts and mathematics and effective instructional practices, Sylvan's programs provide intervention that is systematic, intensive, and explicit. These programs are designed to address students' needs by engaging students in explicit instruction that addresses skill gaps, provides multiple opportunities for practice, and incorporates appropriate levels of programmatic, responsive, and meaningful scaffolding.

Rate of Pay & Expenses:

Our rate is \$47 for each one hour session for assessment and instruction. Capistrano Unified School District will receive an invoice from Sylvan Learning Center of Laguna Niguel at the end of each month for each approved student stating the number of hours used. Signed attendance records will accompany each invoice.

Signature _____

Meghan Linney

Date _____

9/19/12

Typed or Printed Name Meghan Linney



AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1213155

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

SYLVAN LEARNING CENTER OF LAGUNA NIGUEL OPERATED BY SAYVA
LEARNING LLC.

Independent Contractor Agreement No. ICA 1213155 called for services to be rendered
at the rates shown in the agreement.

The "not to exceed" amount on Independent Contractor Agreement No. ICA 1213155
shall be amended to \$12,663.36 for additional services requested by the District.

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

DISTRICT

CONSULTANT

Capistrano Unified School District

Sylvan Learning Center of Laguna Niguel
Operated by Sayva Learning LLC.

By: Terry Fluett
Signature

By: Myhan Linney
Signature

Terry Fluett

Meghan Linney
Print Name

Director, Purchasing

Center Director
Title

Date: 7/29/13

Date: 7/2/2013

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314107**

WITH

KEEP HOPE ALIVE PROJECT

The Independent Contractor Agreement ICA 1314107 with Capistrano Unified School District and Keep Hope Alive Project called for an original contract period of November 15, 2013, through November 14, 2014.

The contract with Capistrano Unified School District and Keep Hope Alive Project shall be extended covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$12,127.95.

Except as set forth in this Extension Agreement, and Board approved on November 6, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

KEEP HOPE ALIVE PROJECT

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

EXHIBIT A

Keep Hope Alive Project

18808 Stefani Ave, Cerritos, CA 90703

Phone: 562-326-4411, Fax: 562-866-5584, Email: keephopealiveinc@aol.com

Letter of Certification-Personnel Clearance Statement

I, Roseline Amuchie, I am an authorized representative of Keep Hope Alive Project. I hereby certify under penalty of perjury, that, pursuant to Education Code Section 44237 of the California Education Code, the required criminal background check(s) of **all** persons (including staff, volunteers and anyone who will be in contact with program participants) who will be providing services to the School District has been conducted and that none of those persons have been reported by the California Department of Justice (CDOJ) and the Federal Bureau of Investigation (FBI) as having been convicted of a serious or violent felony as specified in Penal Code Section 667.5(c) and/or 1192.7(c).

I further certify that the below named individuals have been cleared by medical personnel as not being a carrier of contagious TB.

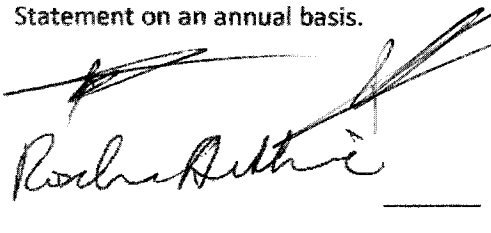
The persons listed below have submitted to and received fingerprint clearance by the CDJ and FBI and are currently registered with the Department of Justice for "Subsequent Offender Notification."

Employee(s) Full Name (print): Roseline Amuchie Curtis Clark Felipe Perez

Volunteer(s) Full Name (print): _____

Staff Full Name (print): _____

I agree to keep this list current and to submit an addendum if/when changes occur and/or additional personnel are added. I understand that if, at any time, I use a substitute for any personnel on the list, the stipulations hold true for them as well. I further agree to prepare a current Personnel Clearance Statement on an annual basis.



Roseline Amuchie

8/20/14

Signature, Authorized Representative

Name (Print)

Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 7, 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").

KEEP HOPE ALIVE PROJECT

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 \$7,341.20 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 November 15, 2013 through November 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)

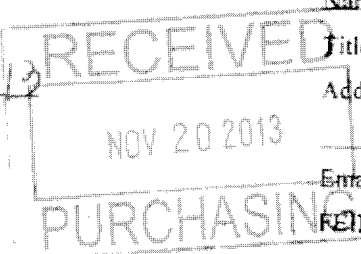
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

CONTRACTOR

By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 11/16/13

Signature: [Signature]
Name: Roseline Armuchie
Title: CEO
Address: 18808 Stefani Ave
Cerritos, CA 90703
Email Address: keephopealive@ncad.ca.gov
FEIN/SSN: 205758322



Keep Hope Alive Project

18808 Stefani Ave, Cerritos, CA 90703

562-326-4411, keephopealiveinc@aol.com

September 24, 2013,

Dear Mr. Buckman,

Per your request, Keep Hope Alive Project Fee Schedule is as follows:

Hourly Rate-----\$60.00

Mode of Instruction:-----1:1, 1:3, 1:5, 1:6

Thanks

Sincerely,

Roseline Amuchie, CEO

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314108**

WITH

FRIENDLY COMMUNITY OUTREACH CENTER

The Independent Contractor Agreement ICA 1314108 with Capistrano Unified School District and Friendly Community Outreach Center called for an original contract period of November 15, 2013, through November 14, 2014.

The contract with Capistrano Unified School District and Friendly community Outreach Center shall be extended covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$24,255.90.

Except as set forth in this Extension Agreement, and Board approved on November 6, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Friendly Community Outreach Center

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____



EXHIBIT A

Friendly Community Outreach Center

"Finding the Fun in Learning"

1836 Dixie Street, Oceanside, CA 92054

Fee Schedule for Capistrano Unified School District

Hourly Rate

One to One: \$50.00

Small group (less than 5): \$50.00



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 7, 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").

FRIENDLY COMMUNITY OUTREACH CENTER

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 \$7,341.20 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 November 15, 2013 through November 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.

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

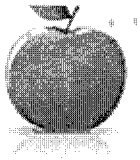
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DISTRICT

CONTRACTOR

By: [Signature]
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 11/6/13

Signature [Signature]
Name: Yessenia Babilera
Title: Program Director
Address 1836 Dixie St
Oceanside, CA 92054
Email Address: director@friendlyca.org
FEIN/SSN 26-0752601



Friendly Community Outreach Center

"Finding the Fun in Learning"
1836 Dixie Street, Oceanside, CA 92054

Hourly Rate

One to One: \$50.00

Small group (less than 5): \$50.00

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1314108**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

FRIENDLY COMMUNITY OUTREACH CENTER

Independent Contractor Agreement No. ICA 1314108 called for services to be rendered at the rates shown in the agreement

The "not to exceed" amount on Independent contractor Agreement No. ICA 1314108 shall be amended to \$13,948.28 for additional services requested by the District

Except as set forth in this Amendment, and Board approved on November 6, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

Friendly Community Outreach
Center

By: 
Signature

By: 
Signature

Terry Fluent

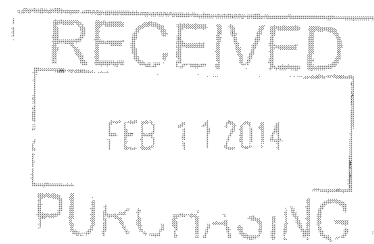
Yesenia Roblero
Print Name

Director, Purchasing

Program Director
Title

Date: 2/13/14

Date: 2/13/14



**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314120**

WITH

#1 ACADEMIA DE SERVICIO DE TUTORIA

The Independent Contractor Agreement ICA 1314120 with Capistrano Unified School District and #1 Academia de Servicio de Tutoria called for an original contract period of November 15, 2013, through November 14, 2014.

The contract with Capistrano Unified School District and #1 Academia de Servicio de Tutoria shall be extended covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$36,383.85.

Except as set forth in this Extension Agreement, and Board approved on November 6, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

#1 Academia de Servicio de Tutoria

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

EXHIBIT A

#1 Academia de Servicio de Tutoria

SES Provider Verification of Hourly Rate

Hourly Rate for Capistrano Unified School District based on current per-pupil allocation (PPA) of \$808.53 (subject to change*):


\$45.00 per hour per student

Hours Offered: 17 Hours:57 Minutes
(subject to change*)

Student Ratio: 1:1 or 1:5

Provider (Company) Name: #1 Academia de Servicio de Tutoria

Verified by (Name/Title): Adriana L Flores/Office Manager

Authorized SES Signature: 



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 07, 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").

#1 ACADEMIA DE SERVICIO DE TUTORIA

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 \$7,341.20 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 November 15, 2013 through November 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

CONTRACTOR

By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 11/16/13

Signature: Adriana L Flores
Name: Adriana L Flores
Title: Office Manager
Address: 2550 Corporate Place C108
Monterey Park, CA 91754
Email Address: info@academia-deserviciode-tutoria.com
FEIN/SSN: 27-1332524

#1 Academia de Servicio de Tutoria

(Fee Schedule)

Hourly Rate: \$45.00 per hour per student

Hours Offered:16:19

Student Ratio: 1:1 or 1:5

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1314120

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

#1 ACADEMIA DE SERVICIO DE TUTORIA

Independent Contractor Agreement No. ICA 1314120 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1314120 shall be amended to \$16,884.76 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on November 6, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

#1 Academica De Servicio De
Tutoria

By: Terry Fluent
Signature

By: Adriana L Flores
Signature

Terry Fluent

Adriana L Flores
Print Name

Director, Purchasing

Project Manager
Title

Date: 2/10/14

Date: January 31st, 2014

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314125**

WITH

!!!1st CHOICE ANDROID SMART-PHONE TUTORING

The Independent Contractor Agreement ICA 1314125 with Capistrano Unified School District and !!!1st Choice Android Smart-Phone Tutoring called for an original contract period of November 15, 2013, through November 14, 2014.

The contract with Capistrano Unified School District and !!!1st Choice Android Smart-Phone Tutoring shall be extended covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$12,127.95.

Except as set forth in this Extension Agreement, and Board approved on November 6, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

**!!!1st Choice Android Smart-Phone
Tutoring**

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____


Date: _____

Fee Schedule 2014-2015

Provider: !!! 1st Choice Android Smart-Phone Tutoring
Address: 420 N. McKinley St., #111-182, Corona, CA 92879
Contact Person: Jane Ngo
Phone: 1-855-313-4388
Email: 1stchoiceaspt@gmail.com

Cost associated with tutoring program (hourly rate):

- **\$85.00/hour**
- **One-to-one tutoring**



Provider Signature

9/11/14

Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 7, 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").

!!! 1ST CHOICE ANDROID SMART-PHONE TUTORING

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 \$7,341.20 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 November 15, 2013 through November 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

CONTRACTOR

By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 11/6/13

Signature: Jane Ngo
Name: Jane Ngo
Title: SES Manager
Address: 420 N. McKinley St., # 111-182
Carra, CA 92679
Email Address: 1sechoiceASPT@gmail.com
FEIN/SSN: 46-2802580

!!! 1st Choice Android Smart-Phone Tutoring
420 N. McKinley St., Suite # 111-182
Corona, CA 92879
Phone: (855) 313-4388

FEE SCHEDULE

Rate per student: \$85.00
Tutor/Student Ratio: 1:1

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314126**

WITH

!#1 TOUCH-SCREEN TABLET COMPUTER TUTORING

The Independent Contractor Agreement ICA 1314126 with Capistrano Unified School District and !#1 Touch-Screen Tablet Computer Tutoring called for an original contract period of November 15, 2013, through November 14, 2014.

The contract with Capistrano Unified School District and !#1 Touch-Screen Tablet Computer Tutoring shall be extended covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$12,127.95.

Except as set forth in this Extension Agreement, and Board approved on November 6, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

**!#1 Touch-Screen Tablet Computer
Tutoring**

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

Fee Schedule 2014-2015

Provider: ! # 1 Touch-Screen Tablet Computer Tutoring
Address: 3576 Arlington Ave., Suite 304, Riverside, CA 92506
Contact Person: Erica True
Phone: 1-888-596-1626
Email: number1tstct@gmail.com

Cost associated with tutoring program (hourly rate):

- **\$85.00/hour**
- **One-to-one tutoring**



Provider Signature

9/11/14

Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of November 7, 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").

!#1 TOUCH-SCREEN TABLET COMPUTER TUTORING

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.

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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: 11/07/13

Signature [Signature]
Name: Erica True
Title: SES Coordinator
Address: 3576 Arlington Ave., Suite 304
Riverside, CA 92506
Email Address: number1tstct@gmail.com
FEIN/SSN 90-0746299

! # 1 Touch-Screen Tablet Computer Tutoring
3576 Arlington Ave., Suite 304, Riverside, CA 92506
Phone: (888) 596-1626

FEE SCHEDULE

Rate per student: \$85.00
Tutor/Student Ratio: 1:1

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314127**

WITH

CATAPULT LEARNING WEST, LLC.

The Independent Contractor Agreement ICA 1314127 with Capistrano Unified School District and Catapult Learning West, LLC, called for an original contract period of December 12, 2013, through December 11, 2014.

The contract with Capistrano Unified School District and Catapult Learning West, LLC., shall be extended covering the period December 12, 2014 through December 11, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$12,590.00.

Except as set forth in this Extension Agreement, and Board approved on December 11, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Catapult Learning West, LLC.

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

EXHIBIT A

Catapult Learning

Proposal to provide:

Professional Development

For:

**Serra Catholic School
Capistrano Unified School District
Orange, CA**

Submitted by:

**CATAPULT LEARNING
2 Aquarium Drive, Suite 100
Camden, NJ 08103**

Contracting Entity:

Catapult Learning West, LLC

Contact:

**Diane Bennett
Director of School Partnerships
949-421-7072
Diane.Bennett@catapultlearning.com**

September 24, 2014

Parts of this document contain confidential and proprietary information that should not be duplicated or shared with individuals other than your employees.

1. PROFESSIONAL DEVELOPMENT SERVICES

Catapult Learning is pleased to submit this proposal for professional development services to Serra Catholic School in Capistrano Unified School District. We propose to provide two three-hour professional development workshops, *Inside the Math Instructional Shifts* on January 9, 2015 from 1:00 pm – 4:00 pm, and *Formative Assessments: Monitoring Student Progress* on February 5, 2015 from 1:00 pm – 4:00 pm. We will also provide seven days of follow-up coaching services to support workshop participants. Dates for coaching sessions are to-be-determined. We provide descriptions for workshop session and coaching services below.

1.1 Professional Development Workshops

Inside the Math Instructional Shifts

Participants will investigate the instructional shifts in mathematics and discuss the implications on their current practice, including the shifting of topics from grade to grade, the focus on higher-order thinking and problem-solving, the balanced emphasis on academic content and mathematical practices, and the introduction of exemplar unit and lesson planning materials.

Formative Assessments: Monitoring Student Progress

Participants will explore the ways formative classroom assessment strategies can drive instructional decision-making and make the distinction between assessment for learning and assessment of learning. In this session, participants will examine their current practices and gain a deeper understanding of how formative assessments can provide information about student understanding and progress to make immediate and future adjustments to instruction. Teachers will build their capacity to plan and implement effective formative assessments that provide specific evidence of learning and develop tasks that, when completed, will yield actionable results. Teachers will leave with an array of best instructional practices, which can be applied across grade levels and content areas.

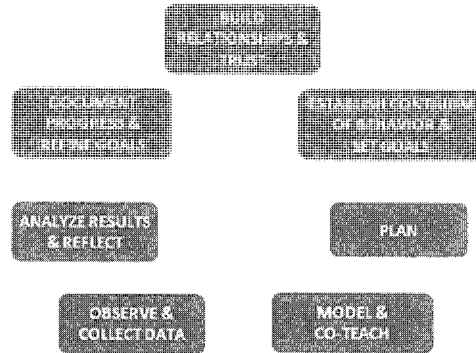
1.2 Coaching Sessions

Initial Coaching Visit- During the initial coaching visits, teachers and the coach should meet one-on-one, in a quiet setting. The focus of the first meeting is to establish individual goals and to build rapport and trust. Coaches will review the program goals with each teacher and share the continuum of teacher behaviors for standards-based instruction and math instruction that will guide their work. Teachers will reflect on their current methods for developing higher order thinking skills, using formative assessments and aligning instruction with standards. Teachers will decide where they would like to improve and establish individual teacher learning goals that align with the school’s behavioral expectations and will improve their implementation. At the end of the day the coach meets with the principal to discuss how things went and to confirm the schedule for the remaining visits.

Ongoing Coaching Sessions- Subsequent coaching visits will be scheduled during the school day, in the classroom, and during planning periods. Sessions take place in a one-on-one or small group setting. While there is no such thing as standard coaching day, during coaching visits coaches will be engaged in some combination of the following activities depending on the needs and goals of the teacher(s):

- co-planning lessons that align to standards and implement new strategies
- co-teaching activities to demonstrate an aspect of instruction

- reviewing student products with teachers to monitor student progress and reflect on lessons and activities
- modeling effective instruction
- facilitating the design and implementation of formative assessments
- analyzing, interpreting, and using data to drive instructional decisions
- observing teachers during instruction and providing data-based feedback to inform reflective conversations



Curriculum Mapping

Catapult Learning coach will continue to provide coaching to support the staff with curriculum mapping. The coach will:

- Support teachers by providing a clear picture of Curriculum Mapping as participants explore procedures for implementation within their school
- Support the use of the Atlas Rubicon curriculum mapping software
- Guide teachers through the Curriculum Mapping process focusing on how it benefits students' achievement and how to successfully utilize the technique
- Clarify understanding of Common Core State Standards as they relate to unit goals, essential questions, and assessments
- Support the administration by highlighting reporting tools.

Coaching Documentation – In order to document progress, refine goals and account for a coaches time in the building, a variety of documentation will be collected and maintained.

- Following each visit, the coach will complete a Daily Activity Log that will be shared with the principal in order to account for their time in the building.
- Coaches will maintain cumulative records of their work with each teacher and artifacts from their work together including evidence of standards alignment, implementation of new strategies, observation data collection, formative assessments and student work samples.
- Coaching binders that provide documentation by school will be maintained.

2. PROGRAM PRICING

Professional Development Services for Serra Catholic School	
Two Three-hour Professional Development Workshops: <ul style="list-style-type: none"> - <i>Inside the Math Instructional Shifts</i> – January 9, 2015 from 1:00 pm – 4:00 pm for up to 30 participants - <i>Formative Assessments: Monitoring Student Progress</i> – February 5, 2015 from 1:00 pm – 4:00 pm for up to 30 participants 	\$2,095 per workshop
Follow-up Coaching <ul style="list-style-type: none"> - Seven coaching days, from January 2015 through May 2015 	\$1,200 per coaching day*
Total Price:	\$12,590**
<p><i>*Coaching price is based on honoring the Diocese of Orange pricing of \$1,200 per day.</i></p> <p><i>**Program pricing is based upon estimated service levels described above. Catapult Learning has the capacity to provide professional development services in other program scenarios. If number of sessions, program duration, or participants varies, prices will be adjusted accordingly.</i></p> <p><i>Quoted prices will be honored for 90 days from the date of this proposal. All pricing is dependent upon the specific parameters outlined in this proposal. Any changes made to the program parameters could result in a change in price.</i></p>	



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of December 12, 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").

CATAPULT LEARNING WEST, LLC.

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 \$12,650.00 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 December 12, 2013 through December 11, 2014 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

CONTRACTOR

By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 12/12/13

Signature: Kathleen Donovan
Name: Kathleen Donovan
Title: Chief Financial Officer
Address: Two Aquarium Drive, Suite 100
Camden, NJ 08103
Email Address: diane.bennett@catapultlearning.ca
FEIN/SSN 01-0959202

PROFESSIONAL DEVELOPMENT SERVICES

Coaching (11 Days)



Catapult Learning's teacher coaches are highly experienced K-12 educators who possess expert knowledge of research-based instructional strategies. Catapult provides at the elbow, classroom-based support to help to change instructional practices and ensure that shifts in classroom practice are reflected in improved student achievement. We will partner with your instructional leadership team to design a customized coaching program to facilitate this effort.

Catapult Learning will conduct 11 coaching days focused on The Common Core State Standards and curriculum mapping. We will provide these services prior to June 30, 2014. During the coaching days, teachers will be introduced to the English Language Arts Standards and discuss how to incorporate those standards into instruction and assessment. Teachers will continue their use of Atlas-Rubicon software and the discuss how to use their maps to plan for instruction. Teachers will engage in hands-on activities exploring how to identify student learning objectives, create formative assessments, and reflect on student work.

The following provides a general picture of how this will be accomplished:

- **Identify/Clarify Expectations:** Before coaching begins, we meet with your leadership team to identify and/or clarify expectations relevant to coaching
- **Establish Desired Behaviors:** Based on initial discussions, Catapult Learning develops specific professional development goals for teachers involved in the coaching program.
- **Subsequent Visits:** How a coach spends each day on-site depends on the individual needs and progress of each teacher. On a typical day, a coach may be:
 - co-planning a lesson
 - co-teaching an activity
 - reviewing student products
 - modeling instruction
 - facilitating a group discussion
 - performing a targeted classroom observation and providing feedback

Coaches are expected to communicate with principals and teachers regarding scheduling needs for each visit.

Cumulative Records

In addition to any paperwork that might be required by the district, coaches:

- Maintain cumulative logs of their work with individual teachers
- Summarize all discussions and actions taken (logs also contain place for recording individual teacher results)

Reporting

- Monthly progress updates are prepared and submitted to administrators.
- In addition to the reports that are prepared for client review, Catapult Learning conducts its own internal assessment of coaching projects through observations of coaches, review of logs and other data, surveys, and focus groups.

 **PROGRAM PRICING**

PROFESSIONAL DEVELOPMENT SERVICES

11 days of coaching \$1,150 per day

Services Total \$12,650

**AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1314127**

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

CATAPULT LEARNING WEST, LLC.

Independent Contractor Agreement ICA 1314127 called for services to be rendered at the rates shown in the agreement. This amount may be increased by mutual agreement of both parties by written amendment.

The Independent Contractor Agreement No. ICA 1314127 shall be amended by special conditions as shown in Exhibit A.

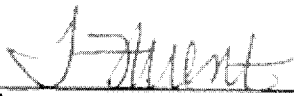
Except as set forth in this Amendment, and Board approved on December 12, 2013, all other terms of the contract remain in full force and effect.


DISTRICT

CONSULTANT

Capistrano Unified School District

Catapult Learning West, LLC

By: 
Signature

By: 
Signature

Terry Fluent

Kathleen Donovan
Print Name

Director, Purchasing

Chief Financial Officer
Title

Date: 1/31/14

Date: 1-28-14

SPECIAL CONDITIONS
ICA 1314127

CATAPULT LEARNING WEST, LLC.

Delete Article 2. Invoicing in its entirety and replace with:

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. Contractor shall submit an invoice to District after completion of each coaching day. District shall remit payment to contractor on submitted invoice net 45.

Delete Article 5. Originality of Services in its entirety and replace with:

Contractor will grant, if District desires, the District a non-exclusive license to use matters produced under the agreement that are not prohibited from being licensed.

Delete Article 6. Copyright/Trademark/Patent in its entirety.

By: *Catapult Learning West, LLC*
[Signature]

**EXTENSION NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314135**

WITH

#1 IN LEARNING ONLINE, INCORPORATED

The Independent Contractor Agreement ICA 1314135 with Capistrano Unified School District and #1 Learning Online, Incorporated, called for an original contract period of November 15, 2013, through November 14, 2014.

The contract with Capistrano Unified School District and #1 in Learning Online, Incorporated, shall be extended covering the period November 15, 2014, through June 30, 2015, at the prices shown in Exhibit A to this Extension No. 1 Agreement, not to exceed \$12,127.95.

Except as set forth in this Extension Agreement, and Board approved on December 11, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

#1 In Learning Online, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____

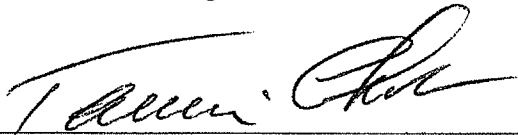
EXHIBIT A

Fee Schedule 2014-15

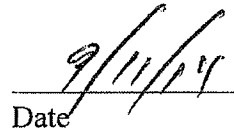
Provider: #1 in Learning Online, Inc.
Address: 10600 Sepulveda Blvd., # 107, Mission Hills, CA 91345
Contact Person: Brandon Edwards ; Tamir Oheb
Phone: 866 698 6537
Email: bedwards@1inlearningonline.com ; toheb@1inlearningonline.com

Cost associated with tutoring program (hourly rate):

1. \$ 35.00 / hour
2. Online tutoring



Tamir Oheb, CEO
#1 in Learning Online, Inc.



Date



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of December 12, 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").

#1 IN LEARNING ONLINE, 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 \$7,341.20 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 November 15, 2013 through November 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

CONTRACTOR

By: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: 12/11/13

Signature: Tamir Ores
Name: TAMIR ORES
Title: CEO
Address: 10600 SEPULVEDA BLVD #107
MISSION HILLS, CA 91345
Email Address: TORES@INLEARNINGONLINE.COM
FEIN/SSN: 80-0760189

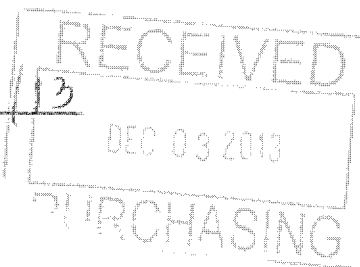




EXHIBIT A

1 in Learning Online, Inc.

Corporate Headquarters:

10600 Sepulveda Blvd., Suite #107, Mission Hills, CA 91345

Office 877-698-6537; Toll Free 866-698-6537

Facsimile 818-361-3200

www.1inlearning.com

FEE SCHEDULE

This fee schedule pertains to services under the No Child Left Behind Act which offers Supplemental Educational Services (SES) to qualifying students in eligible LEAs. Our fees include pre and post assessments and tutoring.

1:1 Online Tutoring (no tutor required)	\$35.00/hr
---	------------

Brandon Edwards, President

9/12/2013

Date

"creating champions one student at a time"

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. ICA 1314135

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

#1 IN LEARNING ONLINE, INCORPORATED

Independent Contractor Agreement No. ICA 1314135 called for services to be rendered at the rates shown in the agreement.

The "not to exceed" amount on Independent contractor Agreement No. ICA 1314135 shall be amended to \$8,075.32 for additional services requested by the District.

Except as set forth in this Amendment, and Board approved on December 12, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

#1 In Learning Online, Incorporated

By: Terry Fluent
Signature

By: Brandon Edwards
Signature

Terry Fluent

Brandon Edwards
Print Name

Director, Purchasing

President
Title

Date: 2/10/14

Date: 2/7/14

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1314183**

WITH

KEY DATA SYSTEMS

Independent Contractor Agreement No. ICA 1314183 with Capistrano Unified School District and Key Data Systems called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$24,000 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on May 28, 2013, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

Key Data Systems

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("**Agreement**") is effective as of May 29, 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").

KEY DATA SYSTEMS

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 \$7,500 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 May 29, 2014, through May 28, 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: Terry Fluent
Name: Terry Fluent
Title: Director, Purchasing
Board Approval Date: _____

Signature: Leanne Holland
Name: Leanne Holland
Title: UPO
Address: 600-A Central Ave
Lake Elsinore CA 92530
Email Address: accounting@keydatasys.com
FEIN/SSN: 33-0984966



600 A Central Ave
Lake Elsinore, CA 92530

Address

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

Estimate

Date	Estimate No
04/30/2014	2541
Exp. Date	

Activity	Quantity	Rate	Amount
• Services 2013-2014			
• On-site full day Professional Development by Spencer Kerrigan	3	2,500.00	7,500.00
• Dates TBD			

Total **\$7,500.00**

Visit our website to view sample reports www.keydatasys.com

Sandi Fandrick & Terry Weiser
Key Data Systems Accounting
Ph:951-245-0828 Fax: 951-674-2479
accounting@keydatasys.com

Accepted By _____ Accepted Date _____

Thank You For Your Business!



Agreement for Data Services

This Contract is hereby entered into by and between the **Capistrano Unified School District**, (“District”) and Key Data Systems, (“Contractor”).

Contractor agrees to provide to the District the services enumerated in Section F of this Contract under the following terms and conditions.

- A.** Services shall begin **October 10, 2014** and shall continue until **June 30, 2015**.
- B.** Contractor understands and agrees that they and all their employees, if any, are not employees of the District and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which the District’s employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor shall assume all responsibility for payment of all Federal, State and local taxes or contributions, including Unemployment Insurance, Social Security, and Income Taxes with respect to Contractor and its employees, if any.
- C.** Contractor shall furnish, at its expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Contract.
- D.** In performance of the work herein completed, Contractor is an independent contractor, with the authority to control and direct the performance of the details of the services.
- E.** Contractor agrees to defend, indemnify and hold harmless the District, the Board of Education, employees, agents and representatives of the District, from and against any and all liability or loss arising in any way out of Contractor’s negligence and/or intentional acts in the performance of this contract, including but not limited to any claim due to injury and/or damage sustained by Contractor, and/or Contractor’s employees or agents or any third party.
- F.** Scope of Work
 - Contractor will work primarily out of the Contractor’s offices in Lake Elsinore, CA to work on projects for the District (office space not provided by the District).
 - Contractor’s employees will visit sites as necessary to affect liaison, provide on-site assistance, and to deliver staff development.
 - Contractor will provide data services to educational services division as directed by the Assistant Superintendent of Educational services.

Professional Development

- Provide 6 full days on-site professional development
 - Provide 1 half day on-site professional development
- G. The District agrees to compensate the contractor for services rendered for the amount of **\$16,250.00** to be billed in 2 installments of **\$8,125.00** from December 1, 2014 to March 30, 2015.
- H. Contractor shall perform all services in competent and professional manner. District shall review and evaluate Contractor's work, and determine whether Contractor is performing in accordance with this Contract.
- I. Neither party shall assign or delegate any part of this Contract without the written consent of the other party.
- J. District will make payment for services to the Contractor as follows: within 15 days of the presentation to the District of Contractor's invoice.
- K. This Contract may be terminated by either party notifying the other, in writing, at least thirty (30) days prior to the date of termination.
- L. Contractor and its employees and agents, shall not consume controlled substances; alcohol or tobacco products while performing work under this contract in or about any District facility.
- M. Contractor shall certify that they and/or their employees, if any, have never been convicted of a serious or violent felony, as those terms are defined in the California Penal Code. Contractor so certifies by signing this Contract.
- N. Contractor agrees to complete and return to the District any and all documents required to fulfill the purpose of this Contract.
- O. Contractor shall at all times perform its obligations under this contract consistent with all applicable local, state, and federal laws.
- P. All student data, test data, specifications, financial data, electronic and other information which is provided to Contractor under this Contract shall be kept confidential. This data is not public knowledge and is being disclosed to Contractor only under the terms of this Contract. Information about students, staff or schools will not be released to people or agencies without the District's written consent. Following legal or regulatory guidelines provide the only exceptions to this policy. All reports, memoranda, notes or other documents will remain part of the District's confidential records. Data will only be released to District employees authorized by the nature of their duties to receive such information, and only with the consent of the District. All employees of the Contractor agree to abide by this confidentiality agreement.
- Q. District must provide to Contractor all data necessary for the services covered in this Contract. District acknowledges that the outcome of services will be affected by incorrect, incomplete or missing data and District will not hold the Contractor responsible for any damages caused by services performed with incorrect, incomplete or missing data. District will compensate Contractor

for services agreed to but not performed due to non-receipt of data from District. Data files must be provided in the original format provided by testing company.

Contractor:

District:

By: Leanne Holland

By: _____

Leanne Holland VPO

Printed Name: _____

Key Data Systems Tax ID #: 33-0984966

Title: _____

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA 1213182**

WITH

DECISIONINSITE, LLC.

Independent Contractor Agreement No. ICA 1213182 with Capistrano Unified School District and DecisionInsite,LLC called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by the Consultant under this Agreement shall not exceed \$113,900 annually for additional services requested by the District. This amount may be increased by mutual agreement of both parties by written amendment.

Except as set forth in this Amendment, and Board approved on March 13, 2013 all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

DecisionInsite, LLC.

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

September 16, 2014

Mr. Clark Hampton
Deputy Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

RE: High School Capacity Study

Dear Mr. Hampton:

DecisionInsite is pleased to present this proposal for consulting services to the Capistrano Unified School District to assist you in your “High School Capacity Study”. The Scope of Work to Perform outlined in the following section is based upon consultation between the District and DecisionInsite staff.

Scope of Work

1. Initial meeting with CUSD Facilities/Business staff to review current capacity numbers for each school, campus maps and campus usage for each high school, and acquire copies and information listed below in Assumptions 1-4.
2. Use of Assumptions 1-4 below to analyze each school’s master schedule/room utilization and create a one page spreadsheet analysis for each high school’s room utilization and a DI Capacity Calculation.
3. Conference call with a site level administrator to clarify room usage.
4. Although it is not likely, additional hours would be needed if it is necessary to visit one or more high school campuses to validate individual room usage.

Uniquely Qualified and Ready

DecisionInsite is in a unique position to assist the District with this project. Capistrano Unified School District is a DecisionInsite, IDEAS-Premier client, which means that the DI team already has detailed knowledge of the District's enrollment trends, boundaries, and demographic trends. With this knowledge and the data required already at hand, our team is ready to start this work whenever the district is ready to begin.

Fees

DecisionInsite's fees for consulting consist of a flat base fee and hourly fees. Hourly fees are based upon actual time and materials. An estimate of hourly fees is provided in the following fee table. However, experience has shown that once in the process, unanticipated additional work is often called for by a district in order to effectively complete the work in a satisfactory fashion. Therefore while the fee table provides estimates, a not-to-exceed that is greater than this estimate is included. *Travel and lodging required to fulfill the work is invoiced at actual costs.*

Tasks and Meetings	Type	Est. Hours	Hourly Rate	Est. Fee
Initial meeting with CUSD Facilities/Business staff	Prep	2	\$250	\$500
Three hours per high school using Assumptions 1-4 below to analyze school capacity.	Prep	18	\$175	\$3,150
One hour per high school, if needed, for conference call with site level administrator.	Prep	6	\$175	\$1,050
If needed, additional hours to visit one or more high schools.	Prep	6	\$250	\$1,500
Consulting Engagement	Base	1		\$2,500
Estimated Fee for Tasks and Meetings				\$8,700
Total Project including travel and lodging not-to-exceed without prior authorization....				\$9,500

Assumptions

Please note that the proposal makes the following assumptions.

1. CUSD can provide a digital copy of each high school's AERIES fall 2014 master schedule **by classroom, by teacher with room numbers and current student enrollment for each class period.**
2. CUSD can provide a PDF of each school's **campus map** that includes the classroom numbers and numbers or labels identifying every room on campus.
3. CLASS LOADING: CUSD can provide:
 - a. Maximum class size for core academic classes (typically 34-37 per class).
 - b. Class loading for Special Education classes (15:1)
 - c. Class loading for science lab courses, if lower than other core academics
 - d. Class loading for electives: e.g. instrumental music and choral music

- e. Class loading for any CSR – class reduction courses.
- 4. We will assume that teachers teach 5 courses per day on a six or seven period day schedule. We will need to know if any schools use a special block schedule that impacts class size.
- 5. The capacities will be calculated for six schools: Aliso Niguel High School, Capistrano High School, Dana Hills High School, San Clemente High School, San Juan Hills High School, and Tesoro High School.

Project Management

The lead consultant on this project will be Mr. Tony Ferruzzo. His contact information follows.

tferruzzo@decisioninsite.com or by phone 877.204.1392, ext. 1017.

Additionally, Dr. Dean Waldfogel, Vice President of DecisionInsite will work with Mr. Ferruzzo as needed. His contact information follows.

Dwaldfogel@decisioninsite.com or by phone 877.204.1392, ext. 1005.

Acceptance of Agreement

If the terms of this proposal are acceptable to the District, please sign and date in the signature boxes below and return a copy to DecisionInsite, 101 Pacifica, Suite 380, Irvine, CA 92618 or email a signed PDF copy to pgrossman@decisioninsite.com.

We look forward to working with you and your District.

Best Regards,




Michael B. Regele
 President
 DecisionInsite, LLC

For Capistrano Unified School District

For DecisionInsite, LLC

Mr. Clark Hampton
 Deputy Superintendent
 Date: _____



Michael B. Regele
 President, DECISIONINSITE, LLC
 March 27, 2013
Tax ID # 74-3123949



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of March 14, 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").

DECISIONINSITE, LLC

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

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

WHEREAS, CONTRACTOR is specially trained, experienced, licensed, and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis (hereinafter referred to as "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 RFQ No. 6-1213, which is attached hereto, marked as Exhibit "A," and incorporated herein by this reference.

Fees and Expenses. For the Contracted Services provided for hereunder, Contractor shall be compensated as set forth in Attachment "A." 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 \$38,900 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for three years commencing March 28, 2013 through March 27, 2016, with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

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

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

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

DISTRICT

By: Terry Fluett
Name: Terry Fluett
Title: Director, Purchasing
Board Approval Date: 3/27/2013

CONTRACTOR

Signature: Michael B. Readle
Name: Michael B. Readle
Title: President & CEO
Address: 101 Pacifica, Ste 380
Irving, CA 92618
Email Address: mreadle@decisioninsite.com
FEIN/SSN 74-3123949

Exhibit A

REQUEST FOR QUALIFICATION RESPONSE

Demographic Consultant Services (RFQ No: 6-1213)

February 1, 2013

Prepared For:
Capistrano Unified School District
300 South C Street
Tustin, CA 92780

Prepared By:
DecisionInsite, LLC
101 Pacifica, Suite 380
Irvine, CA 92618
T 877.204.1392

DECISION

EXECUTIVE SUMMARY

DecisionInsite is pleased to present this response to Capistrano Unified School District's Request for Qualifications, (RFQ # 6-1213) – Demographic Consultant Services. DecisionInsite currently provides these services to over 75 school districts in California and across the country. Our objective, with this document, is to illustrate how DecisionInsite would assist the district in its efforts to provide a safe and healthy school for the student's it serves.

We have worked with school districts of all sizes in various parts of the State and in growing, declining and stable communities. This history provides us with the expertise to do the work required and the skills and foresight to navigate through the complexities that school districts often face. Our firm has embraced an open and transparent process to work with members of the community, staff, and the governing board.

NARRATIVE

DecisionInsite provides school district leaders with a combination of enrollment analytics, location intelligence technology and real-world expertise, the totality of which reveals the total enrollment impact picture. The combination and integration of these services allows school districts to move from analyzing data to *understanding*, which means that school districts spend more time making decisions about how to best meet the needs of their students.

We bring a commitment to accuracy and client satisfaction as well as decades of experience working both inside and outside of school districts. DecisionInsite sets a high standard for the quality of the projections we provide and we regularly exceed those standards. On top of the quality of the projections, we provide the School District with the premier web-based application—the **DI StudentView System**—to analyze and present information on the dynamics of the communities served by the School District. The StudentView System provides not only projections of student enrollment but also integrated data from the United States Census, making it the perfect tool for ad hoc demographic and enrollment analyses. DecisionInsite will use the services of the Dolinka Group, a strategic partner, in order to meet the needs of the School District to monitor and report on residential housing development activity.

Experience / References

Mr. Paul Reed, Deputy Superintendent

Newport Mesa Unified School District

2985 Bear St. Costa Mesa, CA 92626

Contact phone: 714 424 5001 (preed@nmusd.us)

Project: Annual Enrollment Projections, Residential Development Research and access to the DI StudentView System

Project Cost: \$22,048

Completion Date: NPMUSD has been a client since 2005 – project ongoing

Brett McFadden, Chief Business Officer

Paraja Unified School District

294 Green Valley Rd. Watsonville, CA 95076

Contact Phone: 831-786-2100, Ext 2140 (brett_mcfadden@pvusd.net)

Project: Annual Enrollment Projections, Residential Development Research and access to the DI StudentView System. Trustee Voting Area modification

Project Cost: \$13,656

Completion Date: PVUSD has been a client since 2011 – project ongoing

Contact: Brett McFadden

Mr. Don Stabler, Deputy Superintendent, Administrative Services

Torrance Unified School District

2335 Plaza Del Amo, Torrance CA 90509

Contact Phone: 310 972 6051 (dstabler@tUSD.org)

Project: Annual Enrollment Projections, Residential Development Research and access to the DI StudentView System.

Project Cost: \$24,456

Completion Date: TUSD has been a client since 2007 – project ongoing

Additional Reference:

Patricia Koch, PhD

Former CBO, Westminster USD

6038 Spinnaker Bay Dr

Long Beach, CA

562 498-1478 prkoch@charter.net

DecisionInsite serves districts which currently range in size from Long Beach Unified at over 80,000 students to districts which serve fewer than 2,000 students. The majority of our clients are in California, we do serve clients across the US. Since our inception DI has provided hundreds of enrollment forecasts for our clients. We produce **two** projections annually for our Premier clients. Our current clients include:

Alisal Union School District (CA)
Alvord Unified School District (CA)
Anaheim City School District (CA)
Antioch Unified School District (CA)
Bakersfield City School District (CA)
Bassett Unified School District (CA)
Bellevue School District (WA)
Bonita Unified School District (CA)
Brawley Elementary School District (CA)
Bristol Township School District (PA)
Buena Park Elementary SD (CA)
Brea-Orinda Unified School District (CA)
Burlingame School District (CA)
Carlsbad Unified School District (CA)
Centinela Valley USD (CA)
Central School District (CA)
Compton Unified School District (CA)
Corona-Norco Unified School District (CA)
Dot Mar School District (CA)
Dixon Unified School District (CA)

Dowley Unified School District (CA)
Dublin Unified School District (CA)
Dunlap Community Unit School District (IL)
El Rancho Unified School District (CA)
Fountain Valley School District (CA)
Fullerton Elementary School District (CA)
Glendora Unified School District (CA)
Haltom-Harsham School District (PA)
Huntington Beach Union High School District (CA)
Huntington Beach City School District (CA)
Irvine Unified School District (CA)
Jurupa Unified School District (CA)
Lake Elsinore Unified School District (CA)
Las Virgenes Unified School District (CA)
Long Beach Unified School District (CA)
Lynwood Unified School District (CA)
Moorpark Unified School District (CA)
Newport Mesa Unified School District (CA)
Norwalk-LaMirada Unified School District (CA)
Novato Union School District (CA)

Ocean View School District (CA)
Orinda Union School District (CA)
Owen J. Roberts School District (PA)
Oxnard School District (CA)
Oxnard Union High School District (CA)
Pajaro Valley Unified School District (CA)
Palo Alto Unified School District (CA)
Paramount Unified School District (CA)
Phoenixville Area School District (PA)
Pittsburg Unified School District (CA)
Pomona Unified School District (CA)
Redwood City School District (CA)
Rowland Unified School District (CA)
Saddleback Valley USD (CA)
San Carlos School District (CA)
San Mateo Foster City School District (CA)
San Mateo Union High School District (CA)
San Ysidro School District (CA)
Santa Monica-Malibu USD (CA)
Santee School District (CA)

Scope of Services Provided

DecisionInsite will provide the School District with the following services requested in the Request for Qualifications ("RFQ") No. B 1213 as described below:

DI - Enrollment Analytics.

Two, 10-year enrollment district wide enrollment forecasts (Moderate and Conservative)

Two, 10 year by school by grade enrollment forecasts (Moderate and Conservative)

The capability to create ad hoc, custom geographic area projections

Our forecasts accommodate out-of-district enrollment and non-home attendance area enrollment (transfers, special programs, etc.)

The capability to drill down and query components of the enrollment forecast data, in order to reveal decisionable information.

On-demand, comprehensive database of demographic (community) data which can be queried by customizable geography

DI StudentView, Web-Based mapping and analytics:

Based on Google Mapping technology – completely web-based technology for easy set up and district deployment. No licenses, map updating, limit on users or special training required.

Shape drawing tools which provide for the capability to query data geographically

Mapping will include district, school attendance, Mello-Kees and Trustee boundary layers.

Ability to view and easily modify elementary, middle and high school attendance areas

Capability to plot and view the location of students – all students, students by school, students by attendance area

Capability to assign certain attributes or traits to students for plotting or viewing purposes

Ability to create custom maps suitable for poster sized printing / mounting

Residential Development Research:

Working with our strategic partner, the Dolinka Group, we will monitor and report on the residential housing development activity

The impact of actual or proposed development activity will be integrated into the enrollment forecast(s) DI will prepare

Data from the research will be available in paper report format, via the reporting tools in the DI system and may be queried geographically

MySchoolLocator – web based home school address look up tool:

Parents and community members can easily identify neighborhood schools by address and attendance boundary

Address and street data is automatically updated, no district action required

Web-Based Enrollment Projection Tools and Consultation:

District will have access to DI's Geographic area projection tool, which gives client's the capability to create custom projections based on area

DI has a well-defined process of preparing enrollment forecasts, which includes working closely with district staff, collaboration, the exchange of information and analysis of enrollment trends

DI's secure, web-based, enrollment analytic tools will allow the district to more closely analyze enrollment data and trends for the purpose of understanding the total enrollment picture

Web Based Analysis Tools:

DI's array of web-based tools will allow the district to perform ad-hoc analyses of the impact of the enrollment

The **Integrated staffing calculator** will allow the district to project future staffing needs

Classroom capacity calculators will help the district analyze capacities by school

Enrollment analytic reports will reveal which campuses might encounter a capacity issue in the future

FEE SCHEDULE

Residential Development Research is quoted on a "not to exceed basis." All other items listed in the Scope of Services Section are quoted on an annual fixed cost basis

PRICING SHEET

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

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

ANNUAL FIXED RATE FEE

\$ 34,900 (Annual fee)


ANNUAL FIXED RATE FEE

\$ 4,000 (Not to Exceed)

Title Hourly Rate

Senior Consultant	\$250
Consultant	\$175
GIS Technical Services	\$85
Research Associates	\$75

DecisionInsite, LLC
Print Name of Firm


Authorized Signature

Michael Regele, President
Representative

74-3123949

Federal I.D. #/License Date

February 1, 2013

Date

ADDITIONAL DATA

DecisionInsite was developed by school district leaders for school district leaders. Of our 17 staff and consultants, 10 have public school experience ranging from school board member to superintendents to facilities planning directors. Decisioninsite provides regular and ongoing training and staff development to make sure each stays current on our system, our services and challenges faced by our clients. Our software engineers keep current on all technological developments in web-based system environment.

Enrollment Analytics allows clients to query and identify student enrollment trends. DI's approach, from the outset, was to create a methodology that **was inclusive of the reality of non-home-school attendance**. Factors that might fall under non-home-school attendance would include: school choice, open enrollment, voluntary and involuntary transfers, special education program placement, magnet schools, enrichment program placement and more.

Our projections take into account this reality and our analytics provide our clients with a significant amount of data which reveals the impact of student transfers across their district.

DecisionInsite's founders, Mike Regele and Dr. Dean Waldfoegel have demonstrated their commitment to public education by their decades of service. Mike Regele served on the Irvine USD board of Education for over a decade. As the former Superintendent of Irvine USD, Dean Waldfoegel invested over 32 years in the district, guiding the district through decades of growth.

By providing our clients with accurate, timely and decisionable information, DI empowers our clients with the overall intelligence they need to make sound fiscal, staffing and facility plan decisions. These good decisions provide for the best use of district resources which ultimately results in a positive and enriching learning experience for students.

**AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
ICA1213166**

WITH

YMCA OF ORANGE COUNTY

The Independent Contractor Agreement ICA 1213166 with Capistrano Unified School District and YMCA of Orange County, called for services to be rendered at the rates shown in the agreement.

The total cost of services requested by the District and provided by YMCA of Orange County under this Agreement shall not exceed \$29,000 annually for additional services requested by the District. 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 January 7, 2013, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

YMCA of Orange County

By: _____
Signature

By: _____
Signature

Terry Fluent
Print name

Print Name

Director, Purchasing
Title

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement for Contracted Services ("Agreement") is effective as of January 8, 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").

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 \$12,000.00 annually in aggregate under this Agreement. This amount may be increased by mutual agreement of both parties by written agreement.

Term of Agreement. The term of this base Agreement is for one year commencing 1/08/13-1/07/14 with the option to extend annually by mutual agreement and upon Board approval for a total contract term not to exceed a total of five (5) years as allowed by Education Code section 17596.

Additional Terms. This Agreement contains additional terms that are set forth in the attached documents titled General Conditions, Special Conditions and Required Documents and Certifications, and 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: 1/7/13

Signature: [Signature]
Name: Cara Owens
Title: COO
Address: 13821 Newport Ave 200
Tustin CA 92780
Email Address: cowensa@ymcaoc.org
FEIN/SSN: _____

Viejo Elementary School
Physical Education Proposal
2012-13

Collaborative Community Project with the Y of Orange County

Goal: Provide 1 hour of structured Physical Education every week for all K-5 students at Viejo School. Each student will be introduced to the team sports like soccer, basketball, kickball, dodgeball, flag football and track and field. In addition, there will be stretching and warm ups prior to and at the end of each activity. This program will help build students understanding of the rules of the games, sportsmanship, and team building.

Schedule for the Physical Education Program:

Start & Ending Date: Wednesday, December 11, 2012 through Friday, May 31, 2013

Grades 3,4, and 5 will be on the following Wednesdays: (22 days)

December 12, and 19
January 9,16,23,30
February 6, 13, 20, 27
March 6, 13, 20, 27
April 3, 17, 24
May 1, 8,15,22,29

Wednesdays – 8:00 a.m. – 12:00 p.m. (4 hours) 175 students

- 8:10 – 9:10 Grade 3 @60 students
- 9:10 –10:10 Grade 4 @50 students
- 10:50 –11:50 Grade 5 @65 students

Grades K,1, and 2 will be on the following Fridays: (21 days)

December 14, 21
January 11, 18, 25
February 1,8,22
March 1, 8,15,22,29
April 5*, 19, 26
May 3, 10,17,24,31

Fridays –8:30 a.m. – 12:30 p.m. (4 hours) 255 students

- 8:45 – 10:45 Grade 1 @85students
- 10:05 – 11:05 Grade 2 @82 students
- 11:15 –12:15 Grade K @88 students

Program Budget:

@ \$500/week for 8 hours of instruction for 22 weeks is @\$12,000

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Road
San Juan Capistrano, California

CONTRACT FOR EMPLOYMENT OF DEPUTY SUPERINTENDENT
BUSINESS AND SUPPORT SERVICES

This contract is made and entered into November 12, 2014, by and between the Board of Trustees of Capistrano Unified School District in the County of Orange, State of California, and Clark Hampton, Deputy Superintendent, Business and Support Services.

ITEM #1 – OFFER AND BOARD ACTION

At the meeting of the Board of Trustees of Capistrano Unified School District held on April 6, 2012, it was voted to employ Clark Hampton as Deputy Superintendent, Business and Support Services, effective May 1, 2012. The term of this contract shall be from July 1, 2015, to June 30, 2018, subject to the conditions hereinafter set forth.

ITEM # 2 - SALARY

The salary of the Deputy Superintendent, Business and Support Services, shall be One Hundred Ninety-One Thousand Dollars (\$191,000) per year, payable in equal monthly payments for the length of this contract beginning on July 1, 2015, and continuing for the remainder of this contract term. The Board shall consider adjustments to the Deputy Superintendent, Business and Support Services salary on an annual basis prior to July 1, to take effect the first day of July following an agreed upon adjustment.

ITEM #3 – ADJUSTMENT OF SALARY AND BENEFITS

The Deputy Superintendent, Business and Support Services, shall receive all incentives and benefits available to other members of the District’s certificated management team while serving in this assignment. The base salary shall be adjusted to reflect any cost-of-living increases or decreases given to other members of the Capistrano Unified Management Association (CUMA).

ITEM #4 – FRINGE BENEFITS

The Deputy Superintendent, Business and Support Services shall be entitled to receive at least all fringe benefits of employment that are granted to other certificated and classified employees, including, but not limited to, health and welfare and retiree benefits.

ITEM #5 – PROFESSIONAL ASSOCIATION DUES/PROFESSIONAL GROWTH

The Board of Trustees requires that the Deputy Superintendent, Business and Support Services, be a member of the Association of California School Administrators (ACSA) and the California Association of School Business Officials (CASBO) and, shall pay the annual membership dues assessed by both organizations. It is understood that participation in professional associations may require that the Deputy Superintendent attend regional and state meetings from time to time in his capacity as a member of such organizations. The Deputy Superintendent may attend a reasonable amount of meetings, as approved by the Superintendent, within the context of his required workdays in as much as it doesn’t interfere with the duties of his position.

The Deputy Superintendent shall also be permitted to attend professional growth opportunities as approved by the Superintendent to enhance performance.

ITEM #6 – TRANSPORTATION

The Deputy Superintendent, Business and Support Services, shall be entitled to receive a monthly transportation allowance in accordance with Board Policy 4133 and Administrative Regulation 3.17c. The Deputy Superintendent, Business and Support Services, shall not be required, as a condition of receiving the monthly transportation allowance, to account for expenses which are incurred for transportation in conducting the duties of the position. The employee shall not be entitled to mileage reimbursement for mileage expenses incurred in the regular scope of his duties.

ITEM #7 – WORK YEAR, VACATION AND SICK LEAVE

The Deputy Superintendent, Business and Support Services, shall be considered a 12-month employee and entitled to 24 working days of vacation and such holidays as are provided to classified employees of the District. Deputy Superintendent, Business and Support Services' work year shall be 224 days. Sick leave days shall be accrued at the rate of 12 days per year (one day of sick leave for each month of service rendered). Accrued, but unused, sick days shall be carried forward from year to year and transferred as provided by California Education Code and Board Policy.

ITEM #8 – POWERS AND DUTIES

The Deputy Superintendent, Business and Support Services, shall be directly responsible to the Superintendent of the Capistrano Unified School District and shall have such powers and duties which may be lawfully delegated and assigned by the Superintendent. The job description for the Deputy Superintendent, Business and Support Services, is hereby incorporated by reference.

ITEM #9 – SUBJECT LAW

This contract is subject to all applicable laws of the State of California and lawful rules and regulations of the California State Board of Education and the Board of Trustees of the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this contract as though herein set forth, including but not limited to the provisions of Government Code sections 53260 and 53261 which provide that if an employment agreement is terminated, the maximum cash settlement that an employee may receive shall be in an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract, but not to exceed eighteen (18) months, plus health benefits which may be continued for the same duration of time as covered in the settlement pursuant to the 18-month time limit or until the employee finds other employment, whichever first occurs.

ITEM #10 – SENIOR MANAGEMENT DESIGNATION (EC 45100.5)

The position of Deputy Superintendent, Business and Support Services, shall be designated as Senior Management. Senior Management positions are part of classified service and shall be afforded all rights, benefits, and burdens of other classified employees, except that they shall be exempt from all provisions relating to obtaining permanent status. Notice of reassignment or dismissal from a Senior Management position shall be provided in accordance with the provisions of this agreement and with Education Code §35031.

ITEM #11 – PERFORMANCE GOALS AND OBJECTIVES AND EVALUATION

The performance of the Deputy Superintendent, Business and Support Services, shall be annually evaluated in writing based upon the duties and responsibilities referenced in this agreement and other criteria as established by the Superintendent. The evaluation shall include written recommendations as to areas of improvement in all instances where the Superintendent deem it to be necessary and appropriate and shall provide an overall rating of levels of performance from excellent to unsatisfactory.

The Superintendent shall meet with the Deputy Superintendent, Business and Support Services, at the beginning of each school year to establish performance goals and objectives for the Deputy Superintendent for the year. Such goals and objectives approved by the Superintendent shall be reduced to writing and provided to the Deputy Superintendent. As stated above, the Deputy Superintendent’s job performance shall be evaluated annually. The evaluation shall be based upon goals and objectives established at the beginning of the year and related to the job description of Deputy Superintendent’s position. In the event that a performance evaluation is not conducted, the performance of the Deputy Superintendent shall be deemed as satisfactorily meeting the goals and objectives as well as the standards set forth in this agreement and the job description.

ITEM #12 – PROFESSIONAL ACTIVITIES

With prior approval of the Superintendent, the Deputy Superintendent, Business and Support Services, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Said outside professional activities may be performed for consideration provided they do not interfere with a conflict with the Deputy Superintendent’s performance of his duties under this Agreement.

If the Deputy Superintendent receives compensation for such speaking engagements, he must use vacation leave to perform outside activities. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.

ITEM #13 – REIMBURSEMENT OF BUSINESS EXPENSES

The District shall reimburse the Deputy Superintendent, Business and Support Services, for all reasonable business expenses incurred in connection with District business. Each such expenditure shall be reimbursable only if the Deputy Superintendent furnishes to the District adequate records and other documentary evidence required by the federal and state statutes and regulations issued by the appropriate taxing authorities for the substantiation of each such expenditure. Such expenses include, but are not limited to:

- Attendance of approved regional, state or national conference, workshops or seminars.
- Hearings or meetings which are of benefit to the District.
- Transportation (other than personal automobile) outside the District.

ITEM #14 – CELL PHONE

The Deputy Superintendent, Business and Support Services, shall be entitled to receive a monthly cell phone allowance for business use of his personal cell phone in the amount of \$60 per month (\$720/year). The Deputy Superintendent, Business and Support Services, shall not be required, as a condition of receiving the monthly cell phone allowance, to account for expenses which are incurred for cell phone use in conducting the duties of the position. The employee shall not be entitled to cell phone reimbursement for cell phone expenses incurred in the regular scope of his duties.

ITEM #15 – PROVISIONS REQUIRED BY GOVERNMENT CODE SECTIONS 53243, 53243.1, 53243.2, 53243.3 AND 53243.4

To the extent applicable to school district, this Agreement is subject to the provisions of Government Code sections 53243-53243.4 which requires reimbursement under the circumstances stated therein, as listed below:

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of her or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of her or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of her or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of her or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

- (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

John M. Alpay, President
Board of Trustees

Date: _____

Clark Hampton, Deputy Superintendent
Business and Support Services

Date: _____

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

RESOLUTION NO. 1415-25

**AUTHORIZATION TO APPLY FOR COMMUNITY SERVICE PROGRAM
CERTIFICATION THROUGH THE DEPARTMENT OF
RESOURCES, RECYCLING, AND RECOVERY**

WHEREAS, the Capistrano Unified School District intends to file an application for Community Service Certification through the Department of Resources, Recycling, and Recovery; and

WHEREAS, a condition of processing the application through the Department of Resources, Recycling, and Recovery program is a resolution in support of the application from the Capistrano Unified School District Board of Trustees and signatures of the Capistrano Unified School District Administration; and

THEREFORE, BE IT HEREBY RESOLVED the Capistrano Unified School District Board of Trustees is in support of necessary applications under the Department of Resources, Recycling, and Recovery and the individual identified below are authorized to sign all documents and papers associated with the applications for funding:

1. Deputy Superintendent, Business and Support Services

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 12th day of November, 2014, by a roll call vote.

Gary Pritchard, Ph.D.
Clerk of the Board of Trustees

Kirsten M. Vital
Superintendent
Secretary of the Board of Trustees

**Letter of Agreement
Between VHS, Inc. and California Preparatory Academy**

This professional services letter of agreement (the "Agreement") is entered into as of the 1st day of October, 2014 between California Preparatory Academy ("Cal Prep"), located at 32972 Calle Perfecto, San Juan Capistrano, CA 92675, and VHS, Inc. ("VHS"), located at 4 Clock Tower Place, Suite 510, Maynard, MA 01754 (collectively, "the Parties").

1.0 Services, Deliverables, Duration of Services, and Compensation: All services, deliverables, duration of services, and compensation shall be as set forth in this agreement.

2.0 Statement of Work:

- VHS has supplied Cal Prep with AP® World History course content prior to the 2014-15 school year;
- Cal Prep will have access to edit the course as needed to change links and references to the LMS, but will not make content or design changes;
- Cal Prep will use its own highly qualified teacher(s) as course instructor(s) for AP® World History and will be solely responsible for the qualifications of the teachers and quality of the instruction provided;
- Cal Prep must accurately report the number of students enrolled in the AP® World History course in 2014-2015 by submitting a service ticket at service.goVHS.org and supplying the student course roster as of one week after the course start date.
- Pricing and partnership goals are outlined in the attached Exhibit A - Proposal for California Preparatory Academy, Capistrano Unified School District AP® World History Private Offering.

3.0 Duration of Services and Performance Objectives: This agreement is offered in the 2014-2015 school year only, and assumes that California Preparatory Academy will enroll 10 students per semester in the VHS AP® World History course on the Cal Prep Haiku Learning Management System. VHS has provided Cal Prep with course content prior to the 2014-15 school year.

4.0 Execution and Modification: This Agreement shall be considered executed when signed by duly authorized representatives of both Parties. Modifications shall be made only by written agreement of the authorized representatives of the parties.

5.0 Payments: Cal Prep will be invoiced for a 10 seat per semester VHS membership at \$3,750 including AP course fees. Additional seats may be purchased at a price of \$375 per student per year (includes AP fees). Pricing is based on the AP® World History Private Offering proposal (attached). Cal Prep will issue payment to VHS within 30 days of receipt of invoice. Payment may be sent to VHS via wire transfer, credit card, or check payment.

6.0 Ownership: Cal Prep acknowledges that all materials, presentations, images, video, audio, print, and any other form of materials in VHS licensed courses are the property of VHS, Inc. Cal Prep may not reproduce or distribute VHS licensed courses for use in any commercial or non-commercial purposes without express written consent from VHS Inc. There shall be no obligation of VHS or any of its licensees to designate Cal Prep as author of any inventions, developments, innovations, designs, software, firmware, programming code, related documentation, original photography, videos, recordings, artwork, and works of authorship

for VHS licensed courses. VHS Inc. has full authority to maintain, archive and dispose of the electronic files which make up each VHS course.

7.0 Confidentiality: Cal Prep acknowledges that during the engagement they may have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by VHS and/or used by VHS in connection with the operation of its business including, without limitation, VHS's business and product processes, methods, and procedures. Cal Prep agrees that they will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with VHS. All files, documents, specifications, information, letters, notes, original artwork/creative and similar items relating to the business of VHS, whether prepared by Cal Prep or VHS, in their possession or under their control, upon completion of this engagement or termination of this Agreement shall be surrendered immediately to VHS upon written request. Cal Prep further agrees that they will not disclose the terms of this Agreement to any person without the prior written consent of VHS and shall at all times preserve the confidential nature of their relationship to VHS and of the services hereunder.

8.0 Indemnity: Cal Prep shall, at Cal Prep's expense, indemnify, defend and hold harmless VHS from and against all losses, costs, damages and expenses resulting from claims by third parties that any right, title or other interest granted by Cal Prep under this Agreement or any service, invention, materials, hardware, documentation, design, drawing, method, report, record, software, programming code or other item provided by Cal Prep under this Agreement infringes on the rights of any person or entity. Cal Prep shall immediately notify VHS in writing of each and every claim by any person or entity that might affect VHS' rights under this Agreement.

9.0 Successors and Assigns: Cal Prep shall not assign this Agreement or any right or obligation hereunder without VHS's consent, and any attempted assignment without VHS's written consent shall be deemed void. This Agreement shall be binding upon and inure to the benefit of the successors of VHS and of Cal Prep.

10.0 Waiver: Failure of either party to insist in any instance upon strict performance by the other party of any term, condition or obligation set forth in this Agreement shall not be deemed a waiver of such or any other provision of this Agreement.

11.0 Entire Understanding: This Agreement and any exhibit attached represents the entire understanding of the parties hereto and supersedes all prior written or oral agreements with respect to the subject matter hereof.

12.0 Disputes: In the event of a dispute, the parties agree to use mediation to resolve it. If mediation is unsuccessful, the parties agree to binding arbitration to be conducted in the greater Boston area. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules.

13.0 Enforceability: If any provision of this Agreement is held invalid by law, this shall not affect the other provisions of this Agreement, the application of the invalid provision to any circumstance other than that, with respect to which this Agreement was found to be unenforceable, or the validity or enforceability of this Agreement as a whole.

14.0 Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

15.0 Notices: Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Cal Prep: Jolene Dougherty
~~Robert Nye, Principal~~
California Preparatory Academy
32972 Calle Perfecto
San Juan Capistrano, CA 92675
Phone: 949-234-5317
Email: RHNYE@capousd.org

If to VHS: Carol Ribeiro, Chief Operating Officer
VHS, Inc.
4 Clock Tower Place, Suite 510
Maynard, MA 01754
Phone: 978-897-1900
Email: cribeiro@goVHS.org

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

16.0 Authorized Signatures

VHS, Inc. Authorized Representative:

Carol A. Ribeiro, COO
VHS, Inc.
4 Clock Tower Place, Suite 510
Maynard, MA 01754

Cal Prep Authorized Representative:

~~Robert Nye, Principal~~ Terry Fluent, Director Purchasing
California Preparatory Academy
32972 Calle Perfecto
San Juan Capistrano, CA 92675

Carol A. Ribeiro
Signature

Date: 10/1/2014

Signature

Date: _____

EXHIBIT A
Proposal for
California Preparatory Academy, Capistrano Unified School District

AP® World History Private Offering

October 1, 2014

About California Preparatory Academy

California Preparatory Academy (Cal Prep) is a new independent study high school established through Capistrano Unified School District. The school will be offering a virtual curriculum blended with face-to-face instruction with highly qualified Capistrano Unified teachers. Starting in the fall of 2012, Cal Prep began accepting 9th and 10th grade full time students. Students enrolled in District schools may also dual enroll in Cal Prep courses. The school's curriculum will include a selection of high-quality, rigorous; UC/CSU approved coursework including Advanced Placement and accelerated courses.

About The VHS Collaborative™

The VHS Collaborative (formerly Virtual High School Global Consortium) is a nonprofit collaborative of schools offering rigorous and engaging courses for secondary school students and professional development in 21st century teaching skills for educators. Founded in 1996, we are the pioneer of K-12 online learning, and have set the standard for quality online education. We design and deliver our courses using a unique co-synchronous (scheduled asynchronous) online learning model that emphasizes collaboration and communication among a cohort of students. Teachers play a critical role in supporting students, facilitating discussions and projects, assessing work, and building online community. Our students' average AP pass rates routinely exceed the national average. VHS is an approved online provider in California.

Our Understanding of Your Needs

Cal Prep is seeking a College Board and University of California approved online Advanced Placement® World History course to offer to your students. The course will be taught by your teachers and must be uploaded to and delivered on your Haiku Learning Management System. You expect about 10 students to enroll in the AP World History course for the 2014-2015 school year. However, actual enrollment numbers will depend on student selections this fall.

Our Proposed Solution

The VHS Collaborative offers an AP World History course that is authorized by the College Board and approved by the University of California. Your teachers have reviewed the VHS AP® World History course, and have indicated that the course content and design meet your requirements and expectations. VHS can provide you with the content of this course for you to upload and set up in Haiku and deliver using your own qualified online teachers.

eBooks

All students in the AP World History course will need access to the following electronic text book:

Title: World Civilizations: The Global Experience, AP* Edition EBOOK.

Author: Stearns, et al

Edition: 5th Edition/2007

Publisher: Pearson

ISBN: 0132206994

You may license the ebooks through VHS or directly from the publisher. In either case, access to the ebook will *not* be through a single sign on. Teachers will give students an access code to use to set up an account, and students will access the ebook through the Pearson site.

October 1, 2014

Page 4 of 5

Note: We expect to update this course and move to a new edition of the ebook in the next 2 or 3 years.

Teacher Training

We believe that training teachers in our graduate level, *Online Teaching Methodologies* course is a critical component of the success of our program. The 6-week online course follows the same co-synchronous model used in our student courses and covers the following:

1. Online teaching best practices and our instructional methodologies

You have indicated that the Cal Prep teacher(s) are qualified to teach the AP History Course and will all have completed the LEC Online Teacher certification. We are not able to assess the nature and quality of the instruction provided compared to our teacher training. However, the LEC program appears to be comprehensive and to cover much of the same content as the online teaching best practices portion of our course. If additional training is required, we can provide individual one-on-one training and support to your teachers or they can enroll in our October 2014 Online Teaching Methodologies course.

2. Use of the VHS Desire2Learn Learning Management System (LMS)

Since your teachers will be using your Haiku LMS, they do not need training in our LMS.

3. An in-depth look at how to teach the specific VHS course the participant will be teaching.

Instructors should be familiar with the details of the AP World History course design, such as how and when wikis and blogs are used, the role of discussions in the lessons, etc. VHS could provide a walk-through of the course to your teacher(s) if this would be helpful. We can also provide support to the Cal Prep teachers as needed through our ticketing system.

Fees

The annual membership fees for the AP World History private offering are based on the number of seats you commit to per year as shown in the table below.

Membership Level	Annual Fee	Fee for Each Additional Seat
10 Seats per Year	\$3,000	\$300
10 AP Course Fees	\$750	\$75

Additional costs for the eBooks and teacher training are provided below.

Item	Fee
One-on-One Teacher Training/Support	\$125 per Hour
Online Teaching Methodologies course	\$1,750 per Teacher
AP Course Fees	\$75 per student

Teacher training and support is optional. As an alternative, to licensing the ebooks from VHS, you can license the ebooks directly from Pearson.

Terms

- VHS will retain all right to the course and course content.
- Cal Prep will be solely responsible for the qualifications of the teachers and quality of the instruction provided.
- Cal Prep will have access to edit the course as needed to change links and references to the LMS, but will not make content or design changes.
- Cal Prep must accurately report the number of students enrolled in the course each year.

Proposal Information

This proposal is valid through July 1, 2015.

Contact:

Jim Dachos

Director, Educational Partnerships

978-450-0419

jdachos@TheVHSCollaborative.org

**AGREEMENT FOR PARTICIPATION AND SERVICES 2014-2015
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this 1st day of July, 2014, by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Capistrano Unified hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.
- (9) Availability of health and accident insurance of pupils and to notify the SCHOOL/DISTRICT of the pertinent information.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "district estimated fee" based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "district estimated fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) Pay to the OFFICE, a "pupil fee" for each student in actual attendance at the encampment based on a daily rate calculated by dividing the total scheduled program "pupil fee" by the number of days in the scheduled program.
- (4) For purposes of this agreement:
 - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's food, lodging, and support services, also referred to as "Operational Fee".
 - (b) "District estimated fee" means the minimum fee estimated by the OFFICE for each school year as the cost of the instructional program, also referred to as "Instructional Fee", and is subject to final adjustment at the close of the school year as provided in section I.B.(6) of this agreement.
 - (c) Attendance for any portion of a day shall be counted a full day in camp.
 - (d) **No refund of fees shall be made for students sent home for disciplinary reasons.**
- (5) Payments to OFFICE for all fees under this agreement shall be made as follows:

- (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment and at year-end if section B.(2) is applicable. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
- (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third party collection agencies.
- (6) If the cost of the instructional program for the school year exceeds payments made by the participating SCHOOL/DISTRICTs as called for under Section I.B.(1) hereof, the excess cost shall be apportioned among the participating districts based on the actual per pupil attendance from each such district.
- (7) Provide transportation for pupils to and from outdoor school.
- (8) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (9) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (10) Comply with the outdoor school schedule.
- (11) Require each pupil attending an encampment to have the health and accident insurance referred to in I.A.(9) hereof.
- (12) SCHOOL/DISTRICT agrees, except in a case of active negligence of OFFICE, to indemnify, defend and hold OFFICE and State of California, its officers, agents and employees, harmless from any liability or claim of whatsoever nature, arising out of, or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The SCHOOL/DISTRICT at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the San Diego County Superintendent of Schools, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgment that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings, or result thereof. Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$2,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.
- (13) Provide all required information on the Application to Participate form for each school which will participate in the OFFICE Outdoor School program. Form shall be completed and submitted OFFICE by the deadline noted on the application form.
- (14) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes, but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**

(15) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period and Termination

- A. The term of this agreement shall commence on **July 1, 2014** and will continue through **June 30, 2015**.
- B. This agreement may be terminated at any time upon mutual agreement of the parties involved.

III. Fees and Minimum Guaranteed Participation

- A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2014-2015** is attached and is hereby made a part of this agreement.
- B. The SCHOOL/DISTRICT guarantees payment of the "district estimated fee" to the Office for not less than 85% of the projected participation as noted below during the school year. Minimum number of students per school as follows:

School	Scheduled	Guaranteed	Days	Week of
Las Palmas	114	96	5	3/30/15
Philip J. Reilly	90	77	5	6/1/15

Executed by the parties on the dates shown below their respective signatures.

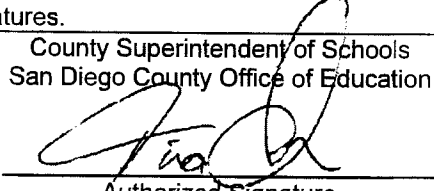
Capistrano Unified
District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Senior Director, Outdoor Education
Title

October 3, 2014
Date

Authorized or ratified by the Board of Education on:

Authorized by the San Diego County Board of Education on:

March 12, 2014

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

**SAN DIEGO COUNTY OFFICE OF EDUCATION
ORANGE COUNTY OUTDOOR EDUCATION PROGRAM
FEES & CHARGES 2014-2015**

Cuyamaca Outdoor School Campus

	Early Bird Special - Book Before September 2nd	Regular Rate
5 - Day Program (per student)	\$355.00	\$360.00
4 - Day Program (per student)	\$301.00	\$306.00
3 - Day Program (per student) - Offered only on Veteran's Day Week	\$247.00	\$252.00
Classroom Teachers - Food Svc Ops (per teacher per day)	\$11.00	\$11.00
Insurance (per student/per day)	\$0.28	\$0.28

Palomar Mountain Outdoor School Campus

5 - Day Program (per student)	\$375.00	\$380.00
4 - Day Program (per student)	\$318.00	\$323.00
3 - Day Program (per student) - Offered only on Veteran's Day Week	\$261.00	\$266.00
Classroom Teachers - Food Svc Ops (per teacher per day)	\$11.00	\$11.00
Insurance (per student/per day)	\$0.28	\$0.28

Notes:

1. Insurance rates are set by an insurance company and are subject to change.
2. 3 and 4-Day programs are available on designated SDCOE holiday weeks only.
3. The fees indicated are based on a first come/first served space available only basis. SDCOE reserves the right to not offer the service if the number of participants on any given date or site does not meet the minimum required by the ODE Director. Three (3) and Four (4) Day programs are offered only on limited dates.

ODE Schedule - By District

2014

District	Total	Site	# Sch	Days
Alpine	180			
MacQueen	5/26/2015	Cuyamaca	180	4
Bonsall	115			
Bonsall West	6/1/2015	Cuyamaca	35	5
Sullivan Middle	6/1/2015	Cuyamaca	80	5
Cajon Valley	460			
Cajon Valley	5/26/2015	Cuyamaca	85	4
Flying Hills	12/15/2014	Cuyamaca	65	5
Hillsdale	3/9/2015	Cuyamaca	310	5
Cardiff	117			
Ada Harris	10/27/2014	Cuyamaca	117	5
Carlsbad	741			
Aviara Oaks Middle	5/4/2015	Cuyamaca	375	5
Calavera Hills School	5/18/2015	Cuyamaca	140	5
Valley Middle	5/18/2015	Cuyamaca	226	5
Chula Vista	841			
Arroyo Vista	1/26/2015	Cuyamaca	135	5
Clear View	3/9/2015	Cuyamaca	78	5
CV Learning Community C	6/1/2015	Cuyamaca	128	5
Halecrest Elementary	1/26/2015	Cuyamaca	70	5
Juarez Lincoln	2/2/2015	Cuyamaca	90	5
Liberty School	2/17/2015	Cuyamaca	100	4
Olympic View	10/13/2014	Cuyamaca	120	5
Rogers	1/26/2015	Cuyamaca	65	5
Silver Wing	2/23/2015	Cuyamaca	55	5
Coronado	200			
Coronado Middle	10/20/2014	Cuyamaca	200	5
Del Mar	650			
Ashley Falls	11/3/2014	Cuyamaca	70	5
Carmel Del Mar	10/6/2014	Cuyamaca	65	5
Del Mar Heights	4/13/2015	Cuyamaca	56	5
Del Mar Hills	4/13/2015	Cuyamaca	45	5
Ocean Air Elementary Sch	10/13/2014	Cuyamaca	130	5
Sage Canyon	1/20/2015	Cuyamaca	110	4
Sycamore Ridge	4/13/2015	Cuyamaca	75	5
Torrey Hills	11/3/2014	Cuyamaca	99	5
Encinitas	775			
Capri	10/6/2014	Cuyamaca	96	5
El Camino Creek	10/6/2014	Cuyamaca	115	5
Flora Vista	10/13/2014	Cuyamaca	56	5
La Costa Heights	3/16/2015	Cuyamaca	100	5
Mission Estancia	10/13/2014	Cuyamaca	93	5
Ocean Knoll	3/16/2015	Cuyamaca	75	5
Olivenhain Pioneer	10/6/2014	Cuyamaca	110	5
Park Dale Lane	12/1/2014	Cuyamaca	70	5
Paul Ecke	12/1/2014	Cuyamaca	60	5
Jamul - Dulzura	50			
Oak Grove	1/20/2015	Cuyamaca	50	4

District	Total	Site	# Sch	Days
Lakeside	300			
Lakeside Middle	6/8/2015	Cuyamaca	150	5
Tierra Del Sol	4/20/2015	Cuyamaca	150	5
McCabe Union	130			
McCabe	2/17/2015	Cuyamaca	130	4
Mountain Empire	115			
Campo	5/26/2015	Cuyamaca	45	4
Jacumba	5/26/2015	Cuyamaca	20	4
Pine Valley	5/26/2015	Cuyamaca	25	4
Potrero	5/26/2015	Cuyamaca	25	4
National City	50			
Integrity Charter	10/27/2014	Cuyamaca	50	5
OC - Buena Park	380			
Beatty	1/12/2015	Cuyamaca	110	5
Corey	1/5/2015	Cuyamaca	65	5
Gilbert	4/20/2015	Cuyamaca	75	5
Pendleton	12/15/2014	Cuyamaca	55	5
Whitaker	1/5/2015	Cuyamaca	75	5
OC - Capistrano Unified	204			
Las Palmas Elementary - 5t	3/30/2015	Cuyamaca	114	5
Philip J. Reilly - 5th	6/1/2015	Cuyamaca	90	5
OC - Orange Unified School	80			
Serrano Elementary	4/13/2015	Cuyamaca	80	5
OC - Palm Springs Unified	70			
Cielo Vista Charter	4/13/2015	Cuyamaca	70	5
OC - Savanna School Distri	261			
Cerritos	1/12/2015	Cuyamaca	62	5
Hansen	1/12/2015	Cuyamaca	78	5
Holder	1/12/2015	Cuyamaca	47	5
Twila Reid	1/12/2015	Cuyamaca	74	5
Oceanside	515			
Foussat 5th	5/11/2015	Cuyamaca	120	5
Ivey Ranch 5th	2/2/2015	Cuyamaca	115	5
Mission	5/11/2015	Cuyamaca	80	5
Palmquist 5th	5/11/2015	Cuyamaca	75	5
Reynolds 5th	5/11/2015	Cuyamaca	50	5
South Oceanside 5th	5/11/2015	Cuyamaca	75	5
Poway	2,318			
Bernardo Heights Middle	4/27/2015	Cuyamaca	400	5
Black Mountain Middle	11/17/2014	Cuyamaca	365	5
Meadowbrook Middle	12/8/2014	Cuyamaca	365	5
Mesa Verde Middle	3/2/2015	Cuyamaca	400	5
Oak Valley Middle	9/29/2014	Cuyamaca	428	5
Twin Peaks Middle	2/9/2015	Cuyamaca	360	5

Private	Total: 876	Site	# Sch	Days	Santee	Total: 639	Site	# Sch	Days
Blessed Sacrament	4/20/2015	Cuyamaca	15	5	Cajon Park	1/26/2015	Cuyamaca	95	5
College Preparatory Middle	2/17/2015	Cuyamaca	50	4	Carlton Hills	10/20/2014	Cuyamaca	37	5
Dual Language Institute	3/9/2015	Cuyamaca	15	5	Carlton Oaks	11/3/2014	Cuyamaca	96	5
EJE	12/15/2014	Cuyamaca	56	5	Chet Harritt	10/27/2014	Cuyamaca	68	5
Encinitas Country Day	3/16/2015	Cuyamaca	30	5	Hill Creek	10/20/2014	Cuyamaca	85	5
Good Shepherd	4/20/2015	Cuyamaca	20	5	Pepper Dr.	3/23/2015	Cuyamaca	65	5
Holy Family	4/20/2015	Cuyamaca	15	5	Pride Academy at Prospect	2/17/2015	Cuyamaca	40	4
Howard Gardner Communit	5/26/2015	Cuyamaca	9	4	Rio Seco	12/15/2014	Cuyamaca	110	5
Leonardo Da Vinci Charter	1/20/2015	Cuyamaca	20	4	Sycamore Canyon	10/20/2014	Cuyamaca	43	5
Literacy First	6/8/2015	Cuyamaca	125	5	Seeley Unified	Total: 25	Site	# Sch	Days
Outdoor Opportunities Gro	4/6/2015	Cuyamaca	350	5	Seeley	6/1/2015	Cuyamaca	25	5
St. John of the Cross	10/27/2014	Cuyamaca	65	5	Solana Beach	Total: 410	Site	# Sch	Days
St. Michael's	4/20/2015	Cuyamaca	68	5	Skyline	11/3/2014	Cuyamaca	140	5
St. Rose of Lima	4/20/2015	Cuyamaca	38	5	Solana Pacific	12/1/2014	Cuyamaca	155	5
Ramona	Total: 366	Site	# Sch	Days	Solana Ranch	12/1/2014	Cuyamaca	60	5
Barnett	2/17/2015	Cuyamaca	70	4	Solana Santa Fe	12/1/2014	Cuyamaca	55	5
Hanson Elementary	3/23/2015	Cuyamaca	78	5	South Bay	Total: 617	Site	# Sch	Days
James Dukes	1/20/2015	Cuyamaca	60	4	Berry	2/23/2015	Cuyamaca	75	5
Mt. Woodson	2/2/2015	Cuyamaca	70	5	Central (SB)	2/23/2015	Cuyamaca	65	5
Ramona Community	2/9/2015	Cuyamaca	25	4	Emory	2/2/2015	Cuyamaca	90	5
Ramona Elementary	3/23/2015	Cuyamaca	63	5	Imperial Beach	3/16/2015	Cuyamaca	130	5
San Diego City Schools	Total: 997	Site	# Sch	Days	Mendoza	1/20/2015	Cuyamaca	130	4
Darnall Charter School	12/15/2014	Cuyamaca	50	5	Oneonta	2/23/2015	Cuyamaca	52	5
Grant	4/13/2015	Cuyamaca	75	5	Pence	12/15/2014	Cuyamaca	75	5
Health Sciences Middle	5/18/2015	Cuyamaca	32	5	Yuma	Total: 175	Site	# Sch	Days
Logan	10/27/2014	Cuyamaca	65	5	Gila Vista Junior High	3/16/2015	Cuyamaca	75	5
Longfellow Spanish	3/30/2015	Cuyamaca	65	5	Woodard Middle	1/5/2015	Cuyamaca	100	5
Magnolia Science Academ	2/23/2015	Cuyamaca	115	5					
Muirlands Middle	3/30/2015	Cuyamaca	65	5					
O'Farrell Community	6/8/2015	Cuyamaca	130	5					
Pershing	3/23/2015	Cuyamaca	210	5					
Roosevelt	3/30/2015	Cuyamaca	80	5					
Standley	3/30/2015	Cuyamaca	75	5					
Tubman	1/20/2015	Cuyamaca	35	4					
San Diego County Office of	Total: 20	Site	# Sch	Days					
Monarch	5/4/2015	Cuyamaca	20	5					
San Pasqual	Total: 40	Site	# Sch	Days					
San Pasqual	1/26/2015	Cuyamaca	40	5					
San Ysidro	Total: 65	Site	# Sch	Days					
Willow	2/23/2015	Cuyamaca	65	5					

Total Schools Scheduled - ODE Program 129

Total Students Scheduled - ODE Program

12,782

Outdoor School Schedule: 2014

Cuyamaca 12,782

9/29/2014	Days: 5	Total: 428	12/15/2014	Days: 5	Total: 411	2/23/2015	Days: 5	Total: 427
Oak Valley Middle		Pow 428	Pendleton		BPO 55	Silver Wing		CV 55
10/6/2014	Days: 5	Total: 386	Flying Hills		Caj 65	Berry		SB 75
Carmel Del Mar		DMr 65	EJE		Prv 56	Central (SB)		SB 65
Capri		Enc 96	Rio Seco		San 110	Oneonta		SB 52
El Camino Creek		Enc 115	Pence		SB 75	Magnolia Science Academy		SDU 115
Olivenhain Pioneer		Enc 110	Darnall Charter School		SDU 50	Willow		SY 65
10/13/2014	Days: 5	Total: 399	12/22/2014	Days: 5	Total: 0	3/2/2015	Days: 5	Total: 400
Olympic View		CV 120	Winter Break		Vac 0	Mesa Verde Middle		Pow 400
Ocean Air Elementary School		DMr 130	12/29/2014	Days: 5	Total: 0	3/9/2015	Days: 5	Total: 403
Flora Vista		Enc 56	Winter Break		Vac 0	Hillsdale		Caj 310
Mission Estancia		Enc 93	1/5/2015	Days: 5	Total: 240	Clear View		CV 78
10/20/2014	Days: 5	Total: 365	Corey		BPO 65	Dual Language Institute		Prv 15
Coronado Middle		Cor 200	Whitaker		BPO 75	3/16/2015	Days: 5	Total: 410
Carlton Hills		San 37	Woodard Middle		Yum 100	La Costa Heights		Enc 100
Hill Creek		San 85	1/12/2015	Days: 5	Total: 371	Ocean Knoll		Enc 75
Sycamore Canyon		San 43	Beatty		BPO 110	Encinitas Country Day		Prv 30
10/27/2014	Days: 5	Total: 365	Cerritos		SVO 62	Imperial Beach		SB 130
Ada Harris		Cdf 117	Hansen		SVO 78	Gila Vista Junior High		Yum 75
Integrity Charter		N 50	Holder		SVO 47	3/23/2015	Days: 5	Total: 416
St. John of the Cross		Prv 65	Twila Reid		SVO 74	Hanson Elementary		Ram 78
Chet Harritt		San 68	1/20/2015	Days: 4	Total: 405	Ramona Elementary		Ram 63
Logan		SDU 65	Sage Canyon		DMr 110	Pepper Dr.		San 65
11/3/2014	Days: 5	Total: 405	Oak Grove		JD 50	Pershing		SDU 210
Ashley Falls		DMr 70	Leonardo Da Vinci Charter		Prv 20	3/30/2015	Days: 5	Total: 399
Torrey Hills		DMr 99	James Dukes		Ram 60	Las Palmas Elementary - 5th		CPO 114
Carlton Oaks		San 96	Mendoza		SB 130	Longfellow Spanish		SDU 65
Skyline		Sol 140	Tubman		SDU 35	Muirlands Middle		SDU 65
11/10/2014	Days: 5	Total: 0	1/26/2015	Days: 5	Total: 405	Roosevelt		SDU 80
Veteran's Day		Vac 0	Arroyo Vista		CV 135	Standley		SDU 75
11/17/2014	Days: 5	Total: 365	Halecrest Elementary		CV 70	4/6/2015	Days: 5	Total: 350
Black Mountain Middle		Pow 365	Rogers		CV 65	Outdoor Opportunities Group		Prv 350
11/24/2014	Days: 5	Total: 0	Cajon Park		San 95	4/13/2015	Days: 5	Total: 401
Thanksgiving Break		Vac 0	San Pasqual		SP 40	Del Mar Heights		DMr 56
12/1/2014	Days: 5	Total: 400	2/2/2015	Days: 5	Total: 365	Del Mar Hills		DMr 45
Park Dale Lane		Enc 70	Juarez Lincoln		CV 90	Sycamore Ridge		DMr 75
Paul Ecke		Enc 60	Ivey Ranch 5th		O 115	Serrano Elementary		OUO 80
Solana Pacific		Sol 155	Mt. Woodson		Ram 70	Cielo Vista Charter		PSO 70
Solana Ranch		Sol 60	Emory		SB 90	Grant		SDU 75
Solana Santa Fe		Sol 55	2/9/2015	Days: 5	Total: 385	4/20/2015	Days: 5	Total: 381
12/8/2014	Days: 5	Total: 365	Twin Peaks Middle		Pow 360	Gilbert		BPO 75
Meadowbrook Middle		Pow 365	Ramona Community		Ram 25	Tierra Del Sol		Lk 150
			2/17/2015	Days: 4	Total: 390	Blessed Sacrament		Prv 15
			Liberty School		CV 100	Good Shepherd		Prv 20
			McCabe		Mcb 130	Holy Family		Prv 15
			College Preparatory Middle		Prv 50	St. Michael's		Prv 68
			Barnett		Ram 70	St. Rose of Lima		Prv 38
			Pride Academy at Prospect A		San 40	4/27/2015	Days: 5	Total: 400
						Bernardo Heights Middle		Pow 400

5/4/2015	Days: 5	Total:	395
Aviara Oaks Middle		Car	375
Monarch		SDC	20
5/11/2015	Days: 5	Total:	400
Foussat 5th		O	120
Mission		O	80
Palmquist 5th		O	75
Reynolds 5th		O	50
South Oceanside 5th		O	75
5/18/2015	Days: 5	Total:	398
Calavera Hills School		Car	140
Valley Middle		Car	226
Health Sciences Middle		SDU	32
5/26/2015	Days: 4	Total:	389
MacQueen		Alp	180
Cajon Valley		Caj	85
Campo		M	45
Jacumba		M	20
Pine Valley		M	25
Potrero		M	25
Howard Gardner Community		Prv	9
6/1/2015	Days: 5	Total:	358
Bonsall West		Bon	35
Sullivan Middle		Bon	80
Philip J. Reilly - 5th		CPO	90
CV Learning Community Cha		CV	128
Seeley		See	25
6/8/2015	Days: 5	Total:	405
Lakeside Middle		LK	150
Literacy First		Prv	125
O'Farrell Community		SDU	130

**Memorandum of Understanding Between
Capistrano Unified School District and Health Mobile**

South Laguna-Niguel Rotary Club, a California nonprofit corporation, sponsors, and Ayuda International ("Ayuda"), a California nonprofit corporation, provides comprehensive free dental services to children, adults and families. Ayuda has dental equipment including dental chairs, x-ray units and other related equipment.

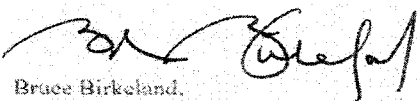
Capistrano Unified School District (CUSD) agrees to:

- Provide space within I Hidden Hills Elementary School's building and parking areas for the Rotary and Ayuda and provide services at the participating school by securing appropriate District forms for the site.
- Assist in providing parental permission slips and other materials to families of students.
- Assist in notifying families of the students about the onsite dental care at school.
- The school may choose to place automated phone calls to parents notifying them of onsite dental services.
- The site principal will coordinate with Rotary and Ayuda outreach and case management volunteers in setting up the schedules for the free dental clinic to be on their campus.
- CUSD is held harmless from any liability related to this venture.

South Laguna Niguel Rotary Club sponsors and Ayuda agrees to provide:

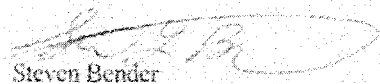
- Comprehensive free dental care to students referred by the CUSD. This care includes diagnostic, preventative and restorative dental services.
- Instruct children on the proper method of brushing and flossing:
- Maintain communication with the Hidden Hills staff.
- Rotary and Ayuda have liability insurance and holds the CUSD harmless.

This Memorandum of Understanding (MOU) may be amended by written agreement of both parties. Either party on 30 days' prior written notice to the other party may terminate this MOU.



Bruce Birkeland,
President
Rotary Club of Laguna Niguel

Kirsten M. Vital,
Superintendent
Capistrano Unified School District



Steven Bender
Vice-President
Board of Directors,
Ayuda International

EXHIBIT 20

Page 1 of 2



September 16, 2014

John Forney
Executive Director of Maintenance and Operations
California Unified School District
31222 Valle Road
San Juan Capistrano, CA 92675

Re: AVCA/CUSD Fall 2014 Limited Use & Maintenance Agreement (LUMA)

Dear John,

Enclosed are two (2) signed originals of AVCA/CUSD/ANHS Fall 2014 Limited Use Maintenance & Agreement (LUMA). Prior to initiation of use of the LUMA, please provide the following to the Aliso Viejo Community Association (AVCA):

1. One original copy of the Executed (signed and dated, in blue ink preferably) Agreement.
2. A check in the amount of \$300.00, payable to AVCA, for the user fee.
3. A player roster, as well as an executed and original AVCA Waiver and Release Form for each player (enclosed). No electronic or scanned waivers will be accepted.
4. Certificates of insurance (COIs), including the second page amendment, naming AVCA and PCM as additional insured, exactly as follows:

Certificate Holder:

Aliso Viejo Community Association and Professional Community Management of California, Inc.
95 Argonaut, Suite 190
Aliso Viejo, CA 92656

Please have the above items forwarded to me by no later than September 29, 2014. Please feel free to contact me if you have any questions or need clarification.

Regards,

A handwritten signature in black ink, appearing to read 'Evelyn M. Kern', is written over a horizontal line.

Evelynn M. Kern
Parks and Landscape Assistant
Aliso Viejo Community Association

Cc: **AVCA Board of Directors**
Chris Carter, Principal, Aliso Niguel High School



**ALISO VIEJO
COMMUNITY ASSOCIATION**

ALISO VIEJO COMMUNITY ASSOCIATION

Participant Waiver, Release of Liability, Indemnification and Consent Form

I, the Participant identified below, and if the Participant is younger than age 18, the Parent or legal guardian of the Participant, agree as follows:

1. I hereby give my full consent and approval for the Participant to participate as a member of the **CAPISTRANO UNIFIED SCHOOL DISTRICT**, including its teams (hereinafter referred to as "Sponsor").
2. I understand that there are certain risks of damages and injuries, including death, inherent in the practice and play of **ANHS SOCCER PRACTICES** (hereinafter the "Activity"), as well as in traveling and other related activities incidental to the Activity, and I am willing to assume these risks on my behalf and on behalf of the Participant. These risks include, but are not limited to, those hazards associated with weather conditions, travel, playing conditions, equipment and other participants.
3. I understand that the very nature of the Activity is hazardous and risky, including, but not limited to, the acts of throwing, running, jumping, stretching, sliding, diving, and collisions with other players and with stationary objects, all of which can cause serious injury or death to the Participant and to other players.
4. Further, in consideration for the right to participate in the Sponsor's Activities, and in consideration for permission to play on the fields arranged for by Sponsor, I do voluntarily elect to accept and solely assume, on behalf of myself and the Participant, all risks of injury incurred or suffered by the Participant (a) while practicing or playing as a member of his or her team, (b) while serving in a non-playing capacity as team member or observer during practice or play by other teams or by other players on the Participant's team, and (c) while on or upon the premises of any and all of the fields arranged for by Sponsor for practice or play.
5. In addition to giving my full consent above, I do hereby waive, release, discharge and agree not to sue Sponsor, the Aliso Viejo Community Association, its management company, the owner or operator of any fields used by Sponsor, or the directors, officers, agents, servants, associations, employees, or any other person or entity connected with either for any claim, damages, costs including attorneys' fees, or cause of action which I or the Participant have or may have in the future as a result of damages, injuries, including death, sustained or incurred by the Participant from whatever cause, including but not limited to, the negligence, breach of contract or wrongful conduct of the parties hereby released.
6. I hereby certify that the Participant is fully capable of participating in the designated sport, and that the Participant is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in these activities, except as made known to Sponsor in the accompanying Medical Release.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.

PARTICIPANT'S NAME: _____

PARTICIPANT'S SIGNATURE _____ **DATE:** _____

ADDRESS: _____

If Participant is under 18 years of age, then the undersigned acknowledges that he or she is the legal guardian of the Participant whose name appears above, that the undersigned has read the foregoing Agreement, and that by signing this Agreement on behalf of the Participant named above and himself or herself, the Participant named above and the undersigned agree to be bound by all of the terms of the Agreement.

PARENT/GUARDIAN SIGNATURE: _____ **DATE:** _____

PARENT/GUARDIAN NAME: _____



LIMITED USE & MAINTENANCE AGREEMENT

AVCA / CAPISTRANO UNIFIED SCHOOL DISTRICT

This Limited Use and Maintenance Agreement (hereinafter "Agreement") is entered into this 8th day of September, 2014 by and between the Aliso Viejo Community Association, a nonprofit public benefit corporation (hereinafter "AVCA") and CAPISTRANO UNIFIED SCHOOL DISTRICT (hereinafter "CUSD"). This Agreement will be evaluated based upon the ability of all parties to effectively perform necessary maintenance and the past history of CUSD. The goal of this Agreement is to provide quality parks for residents of AVCA and for the AVCA organizations who request use of the facilities.

CUSD's Obligations

- 1.1. For usage of those areas listed on the attached Exhibit "A" during the times and for the term set forth in such Exhibit, CUSD shall pay a fee set forth at Exhibit "B".
- 1.2. CUSD shall ensure that an individual familiar with all park use rules and the obligations of this Agreement is onsite during the times set forth at Exhibit "A" for the purpose of ensuring compliance with such rules and obligations during such times.
- 1.3. All property owned or controlled by AVCA (hereinafter "AVCA Property") shall be kept clean, free of debris, and in quality condition. CUSD is responsible for ensuring clean-up of all AVCA Property and the surrounding areas after any use. No rubbish, trash, garbage or other waste material shall be kept or permitted on any portion of the AVCA Property, except in enclosed trash receptacles or dumpsters, and no odor shall be permitted to arise there from so as to render the AVCA Property, or any portion thereof, unsanitary, unsightly, or offensive as determined in the sole discretion of AVCA. Failure to keep any AVCA Property clean of trash and debris may result in AVCA having the area cleaned at CUSD's expense.
- 1.4. CUSD is responsible for ensuring all participants and spectators follow AVCA's rules and regulations at all times, including, but not limited to, the prohibition of alcoholic beverages on the park sites.
- 1.5. CUSD is responsible for the set-up and breakdown of all equipment used by CUSD's

participants or spectators pursuant to this Agreement. AVCA shall not be held responsible for the damage, loss or theft of any property owned or stored by CUSD on AVCA Property.

- 1.6 CUSD shall reimburse AVCA for any and all costs incurred by AVCA to repair damage to AVCA Property that is due to CUSD's neglect or abuse. AVCA may restore AVCA Property to the state it was in just prior to the effective date of this Agreement.
- 1.7 If during the term of this Agreement CUSD fails to perform any required maintenance within 24 hours of notice from AVCA that such maintenance is lacking, and then AVCA may perform such maintenance without further notice at CUSD's expense.
- 1.8 No improvements may be made to AVCA Property by CUSD without first receiving the express written permission of AVCA. Should CUSD place, move, or install any improvements on the AVCA Property without first receiving the express written permission of AVCA, AVCA shall have the sole right to remove or restore such improvements at CUSD's expense. Absent a more specific agreement, any improvements that are approved by AVCA must be maintained by CUSD to a standard that is acceptable to AVCA, and AVCA may require the removal of any such improvements at any time at CUSD's expense. AVCA shall not be responsible for any damages, expenses, reimbursement or charges related to the installation, maintenance or removal of such improvements.
- 1.9 CUSD will promptly notify AVCA of any maintenance that AVCA is responsible to Perform, including, but not limited to, turf damage or irrigation issues that are unrelated to CUSD's use of AVCA Property. In the event of any emergency repairs, only AVCA authorized contractors may perform any necessary repair. CUSD shall reimburse AVCA for any repairs which are not related to the ordinary use of the facilities.
- 1.10 (a) This Agreement shall be subject to termination upon ninety (90) days written notice to either party, unless earlier termination is allowed herein due to breach of any provision of this Agreement.
(b) Should any breach of this Agreement occur, or if performance of any of the duties and/or obligations of CUSD is not timely and completely performed, AVCA shall provide written notice to CUSD of the breach. If said breach is not cured within thirty (30) days of the date notice is sent, this Agreement may be immediately terminated by AVCA. In such an event, CUSD shall not be entitled to any refund of use fees. Written

notice of termination shall be sent by first class mail to CUSD at the address set forth in this agreement, or such address as CUSD has provided to receive such notices.

(c) Any unpaid funds shall accrue a \$35.00 late charge for each thirty (30) day period not paid in full. This late charge obligation continues until all sums owing hereunder, including late charges and interest, are paid in full, and shall survive the termination of this Agreement regardless of the reason.

- 1.11. CUSD may not swap, trade, gift, sell, authorize or otherwise transfer the right to use any AVCA Property to any other person, entity or organization (even if an affiliated entity or organization). In addition, except with the prior express written consent of AVCA, CUSD shall not permit any outside vendors (including without limitation food vendors, sponsors, or contractors) on the AVCA Property.
- 1.12. AVCA may, in its sole discretion, withhold reasonable sums from the refundable deposit to ensure CUSD's compliance with this Agreement, including, but not limited to, expenses for repair of AVCA Property, damages for injury to or loss by third persons, unpaid fees or other obligations due from CUSD under this Agreement, or attorney's fees related to pursuit of compliance with this Agreement. In the event that any damage, maintenance, repair or other expense owed by CUSD pursuant to this Agreement exceeds the amount of the refundable deposit, then AVCA shall be entitled to retain the entirety of such deposit and shall have the right to pursue CUSD for the balance owed.
- 1.13 CUSD shall not permit the use of any portable, transportable, or non-stationary barbeques on the AVCA Property except with the prior written consent of AVCA.
- 1.14 CUSD shall not permit the use of the AVCA facilities described in Exhibit A by any of CUSD's participants, employees, volunteer coaches and/or spectators if field conditions are considered hazardous, such as in the event of wet, muddy, or uneven fields. AVCA reserves the right to determine whether field conditions are hazardous, in which case the use of the AVCA facilities shall not be permitted at such time.
- 1.15 As provided in this paragraph, CUSD shall complete and report all incidents that occur during the course of CUSD's use of the AVCA Property to AVCA within twenty-four (24) hours of said incident using the Incident Report Form attached as Exhibit "C" hereto. An incident report must be completed for (1) any injury that requires advanced first aid, (2) any injury or illness that could have future complications or require subsequent medical attention, including without limitation severe sprains, broken limbs,

and concussions, (3) any act of suspected sexual harassment or child abuse, (4) any act that violates the law, and (5) any act that results in damage to the AVCA Property. An incident report is not required for (1) minor injuries such as scratches and blisters and (2) other personal illnesses that will not likely have future complications even if the illness causes the person at issue to leave the AVCA Property.

AVCA's Obligations

- 2.1. AVCA shall use its best efforts to perform reasonable maintenance and repair of AVCA Property. No portion of AVCA was designed for performance as a professional level sports field. For the most part AVCA's sport fields were designed as passive parks and AVCA is making its best efforts to utilize such areas, where desired, as sports fields to meet the community's changing needs.
- 2.2. AVCA shall use its best efforts to keep all AVCA Property specified herein in a manner that is clean, free of debris and in useable condition for the periods specified in this Agreement. The parties to this agreement understand that AVCA is a nonprofit entity. AVCA does not stand as a guarantor that any fields or other property is ready and available for use. In the event that the AVCA Property that is specified in this Agreement is unsuitable or unavailable for use, then AVCA shall either provide a comparable site or refund a prorated share of the fees paid by CUSD under this Agreement to reimburse CUSD for the lost use. CUSD acknowledges that AVCA is not responsible to reimburse any expenses or costs associated with finding an alternate site due to the unavailability of AVCA Property.
- 2.3. AVCA shall cause to be inspected all AVCA Property, including, but not limited to, any applicable facilities and/or fencing for damage and report as necessary. CUSD retains, however, the obligation to inspect AVCA Property prior to each use to ensure the safety of CUSD's participants.
- 2.4. AVCA shall have a representative available for on-site inspection of the AVCA Property as requested to review existing conditions in the event of any problems.
- 2.5. AVCA is dedicated to the success of its CUSD groups, and to this end reserves the right to determine the use schedule that best meets the needs of the community as a whole and to ensure the best maintenance of AVCA Property. CUSD should expect that there will be times where a portion of AVCA Property must be closed to let the area rehabilitate or

for a needed maintenance to be performed. In such instances, CUSD is expected to cooperate with AVCA's efforts. Past use of AVCA Property does not guarantee use by CUSD of such area in the future.

OTHER PROVISIONS

CUSD will provide: (a) a \$1,000,000 liability policy with an additional insured endorsement naming AVCA, its employees, officers and directors, and Professional Community Management of California, Inc, its employees, officers, and directors as additional insureds; (b) such endorsement shall provide that CUSD's policy shall be primary, and non-contributory with any policies of insurance owned by said additional insureds; & (c) said policy shall provide for 30 days written notice to AVCA of cancellation, termination and/or non-renewal. A full copy of the entire policy, including the endorsement specified herein, is required prior to any use of AVCA Property and whenever such policy is renewed or replaced.

INDEMNIFICATION

CUSD agrees to indemnify, defend, and hold AVCA and the additional insureds referenced herein free and harmless from all loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and legal costs, that Association or such additional insureds may incur as a result of any act or omission by CUSD related to or in furtherance of the purposes of this Agreement. CUSD further agrees that such indemnity shall include any loss, claims, demands, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees and costs, that Association or such additional insureds may incur as a result of any act or omission by CUSD' participants, employees, volunteer coaches and/or spectators associated with an event arranged by CUSD at the location and during the times set forth in Exhibit "A".

WAIVER AND RELEASE FORM

CUSD shall require each participant and their family (hereinafter "Participants") to sign a waiver and release, acceptable to AVCA, which waives the right to make, bring or maintain any and all claims of any type and kind which said Participants might have, or acquire in the future, against AVCA, its directors and employees, and/or Professional Community Management of California, Inc, its directors and employees (hereinafter "Released Parties") and that releases said Released Parties from any claim, liability and/or demand of every type and kind which might be brought against any one or more of them as to any injury or damage which arise from or out of the CUSD's program and/or the use of AVCA Property.

TOURNAMENTS

CUSD will need to submit the dates and times for all tournaments being scheduled in their season to AVCA. The AVCA Board of Directors will review the dates and times for the tournaments and, if approved, a separate Limited Use & Maintenance Agreement will be written.

EMERGENCY

Each party to this Agreement herein provides the following 24/7 phone numbers for use by the other parties in the event of emergencies:

Aliso Niguel High School (CUSD):

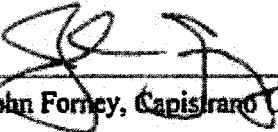
Chris Carter
28000 Wolverine Way
Aliso Viejo, CA 92656
(949) 831 5590
ccarter@capousd.org

Aliso Viejo Community Association:

AVCA
95 Argonaut, Suite 190
Aliso Viejo, CA 92656
(949) 243 7550
avca.net

The undersigned hereby represent and warrant that they have the authority of CUSD to enter into this agreement and that CUSD is a legal entity duly formed to do business in the state of California. In the event that the undersigned does not have the authority of CUSD or if CUSD is determined to not be validly formed, then the undersigned stands personally liable for all of the obligations set forth in this Agreement. The undersigned further represents that they have read this Limited Use & Maintenance Agreement, as well as any rules and regulations regarding the use of AVCA Property described at Exhibit "A" herein, and as the representative for CUSD promises to abide by same.

CAPISTRANO UNIFIED SCHOOL DISTRICT ("CUSD")/ANHS

By:  Date: 10-29-14
John Forney, Capistrano Unified School District
By: _____ Date: _____

ALISO VIEJO COMMUNITY ASSOCIATION ("AVCA")



By:  Date: 9/8/14
By:  Date: 9/8/14

EXHIBIT "A"

Upon Association approval, CUSD is licensed to use the facilities stated below for the purposes described in and subject to the conditions of the Limited Use & Maintenance Agreement attached hereto, during the days and hours listed below.

FALL 2014 ALISO NIGUEL HIGH SCHOOL (CUSD) WEEKDAY SCHEDULE
FOXBOROUGH PARK

DATES	TIMES	FIELDS
<i>Weekdays, Monday through Friday, for the following dates:</i>		
November 3 – 28	3:00 p.m. – 4:30 p.m.	1, 2
December 1 – 12	3:00 p.m. – 4:30 p.m.	1, 2

EXHIBIT "B"
FEE STRUCTURE

PARK	FEES
Foxborough	\$ 300.00
Total User Fee Amount Due to AVCA: \$ 300.00	

2 SERVICE AGREEMENT

3 This AGREEMENT is hereby entered into this 1st day of July,
4 2014, by and between the Capistrano Unified School District, 33122
5 Valle Road, San Juan Capistrano, California, 92675, hereinafter
6 referred to as DISTRICT, and the South Coast Regional Occupational
7 Program, 31522 El Camino Real, San Juan Capistrano, California 92675,
8 hereinafter referred to as CONTRACTOR. DISTRICT and CONTRACTOR shall
9 be collectively referred to as the Parties.

10 WHEREAS, DISTRICT has received grant funds from the State of
11 California Department of Education to provide services to Orange
12 County students through the delivery of the Orange County Career
13 Pathways Partnership (OCCPP) California Career Pathways Trust grant,
14 hereinafter referred to as PROGRAM; and

15 WHEREAS, the PROGRAM grant requires that DISTRICT allocate a
16 portion of the PROGRAM grant funds to support the goals and
17 activities of the OCCPP California Career Pathways Trust grant; and

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

21 NOW, THEREFORE, the Parties hereto mutually agree as follows:

22 1.0 SCOPE OF WORK. DISTRICT hereby engages CONTRACTOR as an
23 independent contractor to perform the following described work and
24 CONTRACTOR hereby agrees to perform said work upon the terms and
25 conditions hereinafter set forth. Specifically, CONTRACTOR shall

1 provide services for the OCCPP California Career Pathways grant
2 Program:

3 1.1 Purchase evidence-based and/or standards-based curriculum
4 or instructional materials within a career pathway;

5 1.2 Purchase of equipment needed to upgrade existing programs
6 or new equipment to start a career pathways program.

7 2.0 TERM. CONTRACTOR shall commence providing services under this
8 AGREEMENT on July 1, 2014, and end on June 30, 2018, subject to
9 termination as set forth in this AGREEMENT.

10 3.0 PAYMENT.

11 A. The total grant amount is \$483,801 of which \$215,000 is
12 allocated to CONTRACTOR. DISTRICT agrees to pay CONTRACTOR a total
13 fee not to exceed Two hundred fifteen thousand dollars (\$215,000.00)
14 for services satisfactorily rendered pursuant to Section 1.0 of this
15 AGREEMENT. Payment shall be made to CONTRACTOR periodically, upon
16 performance and acceptance of services, and receipt and approval of
17 an original numbered invoice in duplicate from CONTRACTOR which
18 includes the following: 1) a complete description of service
19 performed, and 2) date services were performed which must be
20 supported by documentation which shall include, but not be limited to
21 ledgers, journals, time sheets, invoices, bank statements, cancelled
22 checks, receipts, receiving records, and records of services
23 provided. CONTRACTOR shall direct all invoices to: Capistrano Unified
24 School District, 33122 Valle Road, San Juan Capistrano, California,
25 92675, Attn: Accounts Payable. Payment shall be made to CONTRACTOR
within thirty (30) days from receipt of an accurate invoice. Payment

1 shall be mailed to: South Coast Regional Occupation Program, 31522
2 El Camino Real, San Juan Capistrano, California 92675, or at such
3 other place as CONTRACTOR may designate in writing.

4 B. DISTRICT may withhold or delay any payment should
5 CONTRACTOR fail to comply with any of the provisions set forth in
6 this AGREEMENT.

7 C. CONTRACTOR shall not claim reimbursement for services
8 provided beyond the expiration and/or termination of this AGREEMENT,
9 except as may otherwise be provided under this AGREEMENT.

10 D. The obligation of DISTRICT under this AGREEMENT is
11 contingent upon the availability of funds furnished by the State of
12 California. In the event that such funding is terminated or reduced,
13 this AGREEMENT may be terminated, and DISTRICT'S fiscal obligations
14 hereunder shall be limited to a pro-rated amount of funding actually
15 received by the DISTRICT under the grant. DISTRICT shall provide
16 CONTRACTOR written notification of such termination. Notice shall be
17 deemed given when received by the CONTRACTOR or no later than three
18 (3) days after the day of mailing, whichever is sooner.

19 4.0 EXPENSES. DISTRICT shall not be liable to CONTRACTOR for any
20 costs or expenses paid or incurred by CONTRACTOR in performing
21 services for DISTRICT, except as follows: N/A.

22 5.0 MATERIALS. CONTRACTOR shall furnish, at its own expense, all
23 labor, materials, equipment, supplies and other items necessary to
24 complete the services to be provided pursuant to this AGREEMENT
25 except as follows: N/A.

1 6.0 INDEPENDENT CONTRACTOR. CONTRACTOR, in the performance of this
2 AGREEMENT, shall be and act as an independent contractor.
3 CONTRACTOR understands and agrees that he/she and all of his/her
4 employees shall not be considered officers, employees or agents of
5 the DISTRICT, and are not entitled to benefits of any kind or nature
6 normally provided employees of the DISTRICT and/or to which
7 DISTRICT'S employees are normally entitled, including, but not
8 limited to, State Unemployment Compensation or Workers'
9 Compensation. CONTRACTOR assumes the full responsibility for the
10 acts and/or omissions of his/her employees or agents as they relate
11 to the services to be provided under this AGREEMENT. CONTRACTOR
12 shall assume full responsibility for payment of all federal, state
13 and local taxes or contributions, including unemployment insurance,
14 social security and income taxes with respect to CONTRACTOR'S
15 employees.

16 7.0 HOLD HARMLESS. CONTRACTOR agrees to and does hereby indemnify,
17 hold harmless and defend the DISTRICT, the Orange County Board of
18 Education and its officers, agents and employees from every claim or
19 demand made and every liability, loss, damage or expense, of any
20 nature whatsoever, which may be incurred by reason of:

- 21 (a) Liability for damages for: (1) death or bodily injury to
22 person; (2) injury to, loss or theft of property; or
23 (3) any other loss, damage or expense arising out of (1)
24 or (2) above, sustained by the CONTRACTOR or any person,
25 firm or corporation employed by the CONTRACTOR, either
directly or by independent contract, upon or in connection

1 with the services called for in this AGREEMENT, however
2 caused, except for liability for damages referred to above
3 which result from the sole negligence or willful
4 misconduct of the DISTRICT, the Orange County Board of
5 Education, or its officers, employees or agents.

6 (b) Any injury to or death of any persons, including the
7 DISTRICT or its officers, agents and employees, or damage
8 to or loss of any property caused by any act, neglect,
9 default, or omission of the CONTRACTOR, or any person,
10 firm or corporation employed by the CONTRACTOR, either
11 directly or by independent contract, arising out of, or in
12 any way connected with, the services covered by this
13 AGREEMENT, whether said injury or damage occurs either on
14 or off DISTRICT'S property, except for liability for
15 damages which result from the sole negligence or willful
16 misconduct of the DISTRICT, the Orange County Board of
17 Education, or its officers, employees or agents.

18 (c) Any liability for damages which may arise from the
19 furnishing or use of any copyrighted or uncopyrighted
20 matter or patented or unpatented invention under this
21 AGREEMENT.

22 8.0 NON-DISCRIMINATION. CONTRACTOR agrees that it will not engage
23 in unlawful discrimination in employment of persons because of race,
24 color, religious creed, national origin, ancestry, physical handicap,
25 medical condition, marital status, or sex of such persons.

1 9.0 APPLICABLE LAWS. The services completed herein must meet the
2 approval of the DISTRICT and shall be subject to the DISTRICT'S
3 general right of inspection to secure the satisfactory completion
4 thereof. CONTRACTOR agrees to comply with all federal, state and
5 local laws, rules, regulations and ordinances that are now or may in
6 the future become applicable to CONTRACTOR, CONTRACTOR'S business,
7 equipment and personnel engaged in operations covered by this
8 AGREEMENT or accruing out of the performance of such operations.

9 10.0 ASSIGNMENT. The obligations of the CONTRACTOR pursuant to this
10 AGREEMENT shall not be assigned by the CONTRACTOR without prior
11 written approval of DISTRICT.

12 11.0 INSPECTION AND AUDIT. The DISTRICT and the State of California
13 Department of Education and their respective authorized agents, shall
14 have access, for the purpose of audit or examination, to any records
15 of CONTRACTOR pertinent to this AGREEMENT. CONTRACTOR shall maintain
16 records of services provided and financial records for a period of
17 four (4) years, unless such period is waived by DISTRICT.

18 12.0 TOBACCO USE POLICY. In the interest of public health, DISTRICT
19 provides a tobacco-free environment. Smoking or the use of any
20 tobacco products are prohibited in buildings and vehicles, and on any
21 property owned, leased or contracted for by the DISTRICT pursuant to
22 DISTRICT Policy 400.15. Failure to abide with conditions of this
23 policy could result in the termination of this AGREEMENT.

24 13.0 TERMINATION. This AGREEMENT may be terminated by DISTRICT or
25 CONTRACTOR with or without cause, upon the giving of thirty (30) days
prior written notice to the other party.

1 14.0 NOTICE. All notices or demands to be given under this AGREEMENT
2 by either party to the other, shall be in writing and given either
3 by: (a) personal service or (b) by U.S. Mail, mailed either by
4 registered or certified mail, return receipt requested, with postage
5 prepaid. Service shall be considered given when received if
6 personally served or if mailed on the third day after deposit in any
7 U.S. Post Office. The address to which notices or demands may be
8 given by either party may be changed by written notice given in
9 accordance with the notice provisions of this section. As of the
10 date of this AGREEMENT, the addresses of the parties are as follows:

11 CONTRACTOR: South Coast Regional Occupational Program
12 31522 El Camino Real
13 San Juan Capistrano, CA 92675
14 Attn: Pati Romo

15 DISTRICT: Capistrano Unified School District
16 33122 Valle Road
17 San Juan Capistrano, CA 92675
18 Attn: Philippa Geiger

19 15.0 NON WAIVER. The failure of DISTRICT or CONTRACTOR to seek
20 redress for violation of, or to insist upon, the strict performance
21 of any term or condition of this AGREEMENT, shall not be deemed a
22 waiver by that party of such term or condition, or prevent a
23 subsequent similar act from again constituting a violation of such
24 term or condition.

25 16.0 SEVERABILITY. If any term, condition or provision of this
AGREEMENT is held by a court of competent jurisdiction to be invalid,
void, or unenforceable, the remaining provisions will nevertheless
continue in full force and effect, and shall not be affected,
impaired or invalidated in anyway.

1 17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
2 be governed by the laws of the State of California with venue in
3 Orange County, California.

4 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
5 attached hereto constitute the entire agreement among the Parties to
6 it and supersedes any prior or contemporaneous understanding or
7 agreement with respect to the services contemplated, and may be
8 amended only by a written amendment executed by both Parties to the
9 AGREEMENT.

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

11 CONTRACTOR: South Coast Regional
Occupational Program

Capistrano Unified School
District

12
13 BY: _____
Authorized Signature

BY: _____
Authorized Signature

14 PRINT NAME: Pati Romo

PRINT NAME: Terry Fluent

15 TITLE: Assistant Superintendent

TITLE: Director, Purchasing

16 DATE: _____

DATE: _____

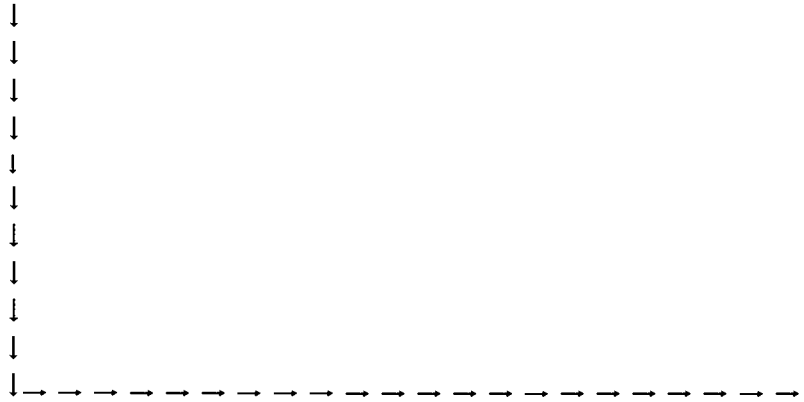
Exempt from recording fees per

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G.C. Section #6103

Recording Requested by and when recorded, please mail to:

Capistrano Unified School District
T. Fluent – Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675



NOTICE OF COMPLETION OF WORK

NOTICE IS HEREBY GIVEN, That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, as Owner of the property hereinafter described, caused improvements to be made to said property, to wit: San Juan Hills High School, Construction of 10-Relocatable Classroom Buildings and 1-Toilet Building, the contract, for the doing of which was heretofore entered into on the 29th day of July, 2014, which contract was made with Above All Names Construction Services, Incorporated as Contractor; that said improvements have been completed pursuant to said Contract and accepted on the 12th day of November 2014, by the Governing Board of said District; that title to said property vests in the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California; that the surety for the above named Contractor is American Safety Casualty Insurance Company; that the property hereinafter referred to and on which said improvements were made is described as follows: San Juan Hills High School, Construction of 10-Relocatable Classroom Buildings and 1-Toilet Building.

CAPISTRANO UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY, CALIFORNIA

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

By: _____
Kirsten M. Vital, Superintendent
Capistrano Unified School District

Kirsten M. Vital, being first duly sworn, deposes and says:

That she is the Superintendent of CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California;
That the CAPISTRANO UNIFIED SCHOOL DISTRICT of Orange County, California, is the owner of said property described in the foregoing notice;
That she has read the foregoing notice and knows the contents thereof and that the facts stated therein are true.

Kirsten M. Vital, Superintendent
Capistrano Unified School District

**AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. I1011014**

WITH

PLACEWORKS

Independent Contractor Agreement No. I1011014 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with PlaceWorks was extended for the period July 1, 2014, through June 30, 2015, and Board approved on May 28, 2014.

This Amendment changes the annual not to exceed amount to \$100,000 for additional services as requested by the District.

Except as set forth in this Amendment, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

PlaceWorks

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____

CONTRACTOR'S NAME: The Planning Center

CONTRACT No. I1011014



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and The Planning Center hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** District wide on-call California Environmental Quality Act Compliance (CEQA) services.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2010, and will diligently perform as required and complete performance by June 30, 2011.

CONTRACTOR'S NAME: The Planning Center **CONTRACT No.** 11011014

3. Compensation: DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule (Exhibit A).

4. Expenses: DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: N/A

5. Independent Contractor: CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of 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 Workers' 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.

6. Materials: CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services: CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

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 a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of 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.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of 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 governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

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, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

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 supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non Waiver: The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

The Planning Center
1580 Metro Drive
Costa Mesa, CA 92626
(714) 966.9220

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

CONTRACTOR'S NAME: The Planning Center CONTRACT No. 11011014

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit	A	<u>Fee Schedule</u>
b. Exhibit	B	<u>N/A</u>
c. Exhibit	C	<u>N/A</u>

THIS AGREEMENT IS ENTERED INTO THIS 14th DAY OF July, 2010.

Capistrano Unified School District

Name of District

By: Terry Fluent

Terry Fluent

Typed Name

Director, Purchasing

Title

July 13, 2010

Board Approval Date

The Planning Center

Contractor Name

Signature: Dwayne Mears

DWAYNE MEARS

Typed or Printed Name

PRINCIPAL

Title

95-2975827

Taxpayer Identification Number

The Planning Center
 2010-11 Fee Schedule
 Capistrano Unified School District

STAFF LEVEL	HOURLY RATE
Principal	\$195
Director/Team Leader	\$150-\$180
Sr. Planner/Scientist/Designer II	\$150-\$175
Sr. Planner/Scientist/Designer I	\$100-\$150
Associate Planner/Scientist/Designer II	\$85-\$115
Associate Planner/Scientist/Designer I	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$85
Assistant Planner/Scientist/Designer I	\$60-\$70
GIS/CAD Operator II	\$80-\$110
GIS/CAD Operator I	\$65-\$80
Graphic Artist II	\$75-\$125
Graphic Artist I	\$55-\$75
Planning Technician	\$45-\$60
Intern	\$25
Technical Editor	\$75
Word Processing	\$60
Clerical	\$55
Third-Party CEQA Review	\$200
Expert Witness	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10.0%.
 Mileage reimbursement rate is the standard IRS-approved rate, which is currently \$0.55 per mile.

Exhibit A

EXTENSION OF AGREEMENT NO. I1011014

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE PLANNING CENTER

Independent Contractor Agreement No. I1011014 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with The Planning Center shall be extended an additional twelve (12) months, for the period July 1, 2011, through June 30, 2012 at the prices shown in Exhibit A to this Extension Agreement.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

The Planning Center

By: 
Signature

By: 
Signature

Terry Fluent

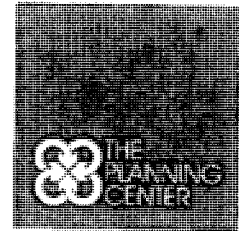
Dwayne Mears
Print Name

Director, Purchasing

Principal
Title

Date: 4/16/11

Date: 5/26/11



**The Planning Center|DC&E
 2011-12 Modified Fee Schedule
 Districtwide CEQA Services for Capistrano USD
 Contract No. I1011014**

STAFF LEVEL	CURRENT RATES	PROPOSED RATES
Principal	\$195	\$185
Director/Team Leader	\$150-\$180	\$150-\$175
Sr. Planner/Scientist/Designer II	\$150-\$175	\$150-\$165
Sr. Planner/Scientist/Designer I	\$100-\$150	\$100-\$145
Associate Planner/Scientist/Designer II	\$85-\$115	\$85-\$110
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$80	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$110	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$80
Graphic Artist II	\$70-\$125	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$60	\$45-\$55
Technical Editor	\$75	\$75
Word Processing	\$60	\$60
Clerical/Administration	\$55	\$55
Third-Party CEQA Review	\$225	\$200
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10.0%.
 Mileage reimbursement rate is the standard IRS-approved rate.

Exhibit A

EXTENSION OF AGREEMENT NO. I1011014

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE PLANNING CENTER

Independent Contractor Agreement No. I1011014 called for an original 12-month contract covering the period of July 1, 2010, through June 30, 2011.

The contract with The Planning Center shall be extended an additional twelve (12) months, for the period July 1, 2012, through June 30, 2013 at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$50,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

The Planning Center

By: 
Signature

By: 
Signature

Terry Fluent

Dwayne Mears
Print Name

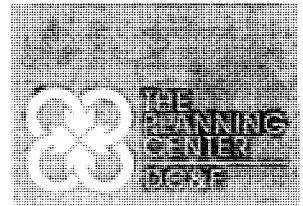
Director, Purchasing

Principal, Environmental Services
Title

Date: 7/10/12

Date: 7/6/12

Exhibit A



The Planning Center|DC&E
2012-13 Fee Schedule
Districtwide CEQA Services for Capistrano USD
Contract No. I1011014

STAFF LEVEL	CURRENT RATES	PROPOSED RATES
Principal (Mears)	\$185	\$185
Director/Team Leader	\$150-\$175	\$150-\$175
Sr. Planner/Scientist/Designer II	\$150-\$165	\$150-\$165
Sr. Planner/Scientist/Designer I	\$100-\$145	\$100-145
Associate Planner/Scientist/Designer II	\$85-\$110	\$85-\$100
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$75	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$100	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$75
Graphic Artist II	\$70-\$95	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$55	\$45-55
Technical Editor	\$75	\$75
Word Processing	\$60	\$60
Clerical/Administration	\$55	\$55
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10% (reduced from 12.5%).
Mileage reimbursement rate is the standard IRS-approved rate.

EXTENSION OF AGREEMENT NO. I1011014

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE PLANNING CENTER

Independent Contractor Agreement No. I1011014 called for an original contract period of July 1, 2010 through June 30, 2011.

The agreement with The Planning Center 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 \$50,000.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

The Planning Center

By: 
Signature

By: 
Signature

Terry Fluent

Dwayne Mears
Print Name

Director, Purchasing

Principal
Title

Date: 7/10/13

Date: 7/1/13

Exhibit A

The Planning Center|DC&E
 2013-14 Fee Schedule
 Districtwide CEQA Services for Capistrano USD
 Contract No. 11011014

STAFF LEVEL	ORIGINAL RATES (2008-09)	PROPOSED RATES (2013-14)
Principal (Mears)	\$250	\$185
Director/Team Leader	\$150-\$200	\$150-\$175
Sr. Planner/Scientist/Designer II	\$125-\$200	\$150-\$165
Sr. Planner/Scientist/Designer I	\$100-\$150	\$100-145
Associate Planner/Scientist/Designer II	\$85-\$115	\$85-\$110
Associate Planner/Scientist/Designer I	\$80-\$85	\$80-\$85
Assistant Planner/Scientist/Designer II	\$70-\$85	\$70-\$75
Assistant Planner/Scientist/Designer I	\$60-\$70	\$60-\$70
GIS/CAD Operator II	\$80-\$110	\$80-\$100
GIS/CAD Operator I	\$65-\$80	\$65-\$75
Graphic Artist II	\$75-\$125	\$70-\$95
Graphic Artist I	\$55-\$75	\$55-\$75
Planning Technician/Intern	\$45-\$60	\$45-55
Technical Editor	\$75-\$85	\$75
Word Processing	\$65	\$60
Clerical/Administration	\$55-\$65	\$55
Expert Witness	2 x Normal Hourly Rate	2 x Normal Hourly Rate

Other direct costs are billed at cost plus 10% (reduced from 12.5%).
 Mileage reimbursement rate is the standard IRS-approved rate.

AMENDMENT #1 AND EXTENSION #4 OF AGREEMENT NO. I1011014

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

THE PLANNING CENTER

The Independent Contractor Agreement is amended to reflect a business name change. The business name of The Planning Center is changed to PlaceWorks, effective March 1, 2014.

Independent Contractor Agreement No. I011014 called for an original contract period of July 1, 2010 through June 30, 2011.

The contract with The Planning Center, shall be extended an additional 12 months, for the period July 1, 2014 through June 30, 2015, at the same prices as previously negotiated.

The total cost of services requested by District and provided by Contractor under this extension shall not exceed \$50,000. This amount may be increased by mutual agreement of both parties.

Except as set forth in this Extension Agreement, and Board approved on July 13, 2010, all other terms of the contract remain in full force and effect.

Capistrano Unified School District

PlaceWorks

By: 
Signature

By: 
Signature

Terry Fluent

Dwayne Mears
Print Name

Director, Purchasing

Principal
Title

Date: 7/8/14

Date: 6.11.14

Capistrano Unified School District
 Bid No. 1415-14
 Mobile Surveillance System, Software, and Installation for School Buses
 Bid Opening
 Monday, September 22, 2014, 10:00 a.m.
 BID SUMMARY

Item No.	Equipment	Est. Qty	247 Security, Inc.	Gatekeeper Systems, Inc.	Radio Engineering Industries, Inc.	*Seon Systems Sales, Inc.
1	Digital Video Recorder (DVR) Seon TL-HD	74	\$ 950	\$ 1187.94	\$ 1,755.65	\$ 952
2	Option – Consolidated Wiring Bundling Features: 1. 2. 3. 4. 5. 6.	74	\$ n/a	\$ 0	\$ 0	\$ 156 Features: 1. Diagnostic indication/alarm button 2. GPS4 3. Five signal input 4. Google map integration 5. Geo archiving
3	Wedge HD Camera Seon CHW Series Mobile Wedge HD Camera	74	\$ 130	\$ 104.37	Included	\$ 534
4	Mobile IR Camera Seon CQ Series	255	\$ 130	\$ 104.37	Included	\$ 213 CQ903A50 \$ 188 CQ903A20

EXHIBIT 27

Capistrano Unified School District
 Bid No. 1415-14
 Mobile Surveillance System, Software, and Installation for School Buses

Bid Opening
 Monday, September 22, 2014, 10:00 a.m.

BID SUMMARY

Item No.	Software	Est. Qty	247 Security, Inc.	Gatekeeper Systems, Inc.	Radio Engineering Industries, Inc.	*Seon Systems Sales, Inc.
5	Wireless Video Management Software	105 Buses	\$6,720	\$5,000	\$10,500	\$ 4,000
6	License Fees	105 Buses	\$ 1,008 annually	\$ 50.00 Each	\$17,640 For fleet	\$ 50.00
7	Annual Maintenance Fees	105 Buses	\$ 1,008	\$ 20.00 Each	\$ 19.00 Each	\$ 9.00 \$720 Commander License per fleet Total annual hosting \$1,665
Item No.	Wireless Access	Est. Qty	Unit Price			
8	Wireless Bridge Seon Smart Reach Lite Mobile Bridge	74	\$ 164	\$ 579.36	\$511.85	\$385 \$405 31 each existing
9	Wireless Access Point Seon Smart Reach Wireless Access Point Mobile Bridge		\$ 169 4 each	\$ 2,639.19 2 each	\$1,129.98 3 each	\$2,000 1 each \$2099 1 each SRB2NW300400 \$799 1 each SRBL2W3 antenna \$149 1 each SWTC-PTG503 Ethernet switch

Capistrano Unified School District
 Bid No. 1415-14
 Mobile Surveillance System, Software, and Installation for School Buses

Bid Opening
 Monday, September 22, 2014, 10:00 a.m.

BID SUMMARY

Item No.	Training and Installation	Est. Qty	247 Security, Inc.	Gatekeeper Systems, Inc.	Radio Engineering Industries, Inc.	*Seon System Sales, Inc.
10	Installation A. Hardware – including bridges B. Installation – wireless infrastructures (access points) C. Engineering Services for wireless commissioning	74	\$ 350 \$ 250 4 each \$ _____	\$ 400 \$1,000 2 each \$ 8,000	\$ 695 \$5,847 \$ 2,990	\$ 300 one camera \$ 50 Install CQ/CJ cameras \$ 75 Install 31 wireless bridge \$ 1,900 3 each \$750 per day remote engineering 2 days \$1000 per day on-site engineering 4 days \$1,000 per day Travel 2 days
11	Training		35 hours \$4,235	40 hours \$150	8 hours \$1,500	No restriction on hours Web based training \$ 0

*Lowest responsive, responsible bidder.



CAPISTRANO UNIFIED SCHOOL DISTRICT

33122 VALLE ROAD, SAN JUAN CAPISTRANO CA 92675
TELEPHONE: (949) 234-9441/FAX: 493-4083 www.capousd.org

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October 1, 2014

Robert Scott, Vice President
247 Security Inc.
4400 North Point Parkway, Suite 158
Alpharetta, GA 30022

Via e-mail: roberts@247securityinc.com
Via U.S. mail

Subject: Bid No. 1415-14, Mobile Surveillance System, Software and Installation for School Buses

Dear Mr. Scott,

Thank you for submitting your bid for the mobile surveillance system, software and installation to equip the District school buses.

The District included very detailed, particular specifications within the Bid, because of its desire for specific system features and capabilities. Your equipment and software does not meet the minimum specifications in some areas. Attached is the Bid Specification Evaluation which outlines where your product fell short of minimum specifications, requirements, desired features and why the items are of value to the District.

We are therefore, deeming your bid non-responsive for the following reason:
Minimum specifications and requirements not met in some areas.

If you have any questions please contact me.

Sincerely,

Terry Fluent
Director, Purchasing

enc.

c. Carlos Chicas, Director, Transportation

SERVING THE COMMUNITIES OF:
ALISO VIEJO • COTO DE CAZA • DANA POINT • LADERA RANCH • LAGUNA NIGUEL • LAS FLORES • MISSION VIEJO
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247 Security Incorporated - Bid Specification Evaluation

Component	Specification Non-Compliance	Value to the District
DVR	Specification is 1280 x 720 for at least one channel and HD; 247 Security Inc. does not comply	District specified DVR to meet recording criteria to make sure high resolution image(s) of driver performance is available. Additionally, incidents and/or accidents must be available at higher resolution for purposes of mitigation of post accident conflicting claims.
DVR	247 Security Inc. DVR does not record 2nd stream of footage; does not comply with spec	District specified DVR ability to record second stream to capture and isolate lower resolution footage, and potentially capture live streaming images.
DVR	Spec calls for simultaneous recording @ 30fps. 247 Security Inc. Can go up to 30FPS per camera channel	District wants to capture best resolution possible in interior cameras. Not interested in what frame rate max for each individual camera, rather aggregate rate for all combined cameras.
DVR	Spec calls for combined vector; 247 Security Inc. does not comply	Districts desires to have better detection of forces for accident alerts.
HD CAMERA	Spec calls for a true HD Camera, 247 Security Inc. is an analog camera; does not comply	Incidents and/or accidents must be available at higher resolution for purposes of mitigation post accident conflicting claims.
HD CAMERA	1020 x 508 (247 Security Inc. spec) is not superior to HD camera in addition Zeus DVR does not support a 1280 x 720 HD camera; 247 Security Inc. does not comply	Higher resolution desired of events occurring outside the bus including driver performance and behavior patterns
DVR MANAGEMENT SOFTWARE	Combination of camera archiving not available with 247 Security Inc., Spec calls for individual, combination or all camera option. 247 Security Inc. does not comply	District specified software ability to combine or isolate any camera on system. Shared video is often from only one angle. Storage can also be limited to data from specific cameras.
DVR MANAGEMENT SOFTWARE	247 Security Inc. does not allow setting changes while vehicles are offline; does not comply with spec	District specified this management feature as a true cost saving measure. Managers and or supervisors must be able to adjust settings remotely whether or not vehicle/DVR is online. District not interested in being restricted to buses being physically present to adjust settings.

247 Security Incorporated - Bid Specification Evaluation

Component	Specification Non-Compliance	Value to the District
DVR MANAGEMENT SOFTWARE	Firmware upgrades on DVRs cannot be scheduled via wireless connection on 247 Security Inc. system; does not comply with spec	District specified software's ability to sync with systems as they come online to immediately capture and firmware upgrade, minimizing admin involvement.
DVR MANAGEMENT SOFTWARE	Vehicles offline and being serviced cannot be placed in 'in service' or maintenance mode with 247 Security Inc. software; does not comply with spec	District specified this management feature as a true cost saving measure. Managers/supervisors and maintenance personnel must be able to quickly identify any system that is in maintenance mode. This type of dashboard information ensures total system integrity.
DVR MANAGEMENT SOFTWARE	247 Security Inc. does not allow filtering by vehicle group	District specified ability to filter by vehicle group as an enhanced search tool, by type of students transported, special ed, regular ed, and/or equipment type.
DVR MANAGEMENT SOFTWARE	247 Security Inc. does not allow to assign priority level to scheduled video downloads	District specified ability to prioritize downloads to avoid sifting through all footage to get to more relevant, urgent data immediately.
DVR MANAGEMENT SOFTWARE	247 Security Inc. does not allow option to download low resolution version of footage; does not comply with spec.	Low resolution option is necessary for sharing and storage capabilities. Size often matters for purposes of storage capacity. District intends software to be a practical archiving tool.
WIRELESS BRIDGE	Unit power consumption on 247 Security Inc. product 8W; does not meet spec	District is interested in most energy efficient option. Vehicle power draw at a minimum
WIRELESS BRIDGE	247 Security Inc. operating temperature -20 to + 70C; does not comply with the bid	District specified the most rugged, durable product to ensure reliability
WIRELESS ACCESS POINT	Power consumption on 247 Security Inc. unit (11.5W) exceeds allowable per bid spec; does not comply	District interested in most energy efficient option.

V. BID FORM AND AGREEMENT
Rev. 1, dated September 15, 2014

A. Pursuant to the DISTRICT'S "Notice Calling 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. 1415-14
Mobile Surveillance System, Software and Installation for School Buses

All in strict conformity with the Project documents, including Addenda Nos. 1 , 2 , , and , on file at the office of the Purchasing Department of said DISTRICT.

Item No.	Equipment Including Brand/Model, Description, and Specifications	Alternative Equipment Equivalent Brand/Model	Est. Qty	Unit Price
1	Digital Video Recorder (DVR) Seon TL-HD	Trooper TL-HD 5 channel 320GB HDD	74	\$952.00
2	Option – Consolidated Wiring Bundling Features: 1. Diagnostic indication/alarm button 2. GPS4 3. Five signal input 4. Google map integration 5. Geo archiving 6. <u>Digital Video Recorder (DVR) — Minimum Video Requirements</u> The DVR must record 5 independent channels of video simultaneously, switching systems are not acceptable. The DVR must be capable of recording @ 30 FPS per channel all 5 channels of video simultaneously in the primary stream (720 X 480		74	\$156.00

<p>(4 channels) or 1280 X 720 (1 channel))</p> <p>The DVR must be capable of recording @ 5 FPS per channel all 5 channels of video simultaneously in the secondary stream (360X240)</p> <p>The DVR must support data storage on 2.5" mobile ruggedized hard drives</p> <p>The DVR must support storage of on hard drives with a capacity of at least 1TB.</p> <p>The DVR hard drive must be hot-swappable and mounted in a removable, locking carrier.</p> <p>The DVR hard drive must connect to a PC or laptop via a USB cable.</p> <p>The DVR must be able to transfer recorded video and audio to a removable USB Flash drive.</p> <p>The DVR must have three (3) years warranty on parts and repair labor</p> <p>The DVR must have three (3) years warranty on storage media including hard drives.</p> <p><u>Digital Video Recorder — Minimum Requirements – Titles and Display</u></p> <p>The DVR must have a local user interface accessible using a mouse connected to a USB port on the front panel together with a monitor connected to a local video out.</p> <p>The DVR must have a local user interface accessible using a browser operating on a portable computer connected to a Ethernet port on the front of the DVR.</p> <p>The DVR must support recording the time and date with the video.</p>			
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<p>The DVR time format must be selectable between 12 HR and 24 HR format.</p> <p>The DVR Date format must be selectable between Month/Day/Year, Day/Month/Year and Year/Month/Day.</p> <p>The DVR must support Auto Daylight Savings, with the date and time for the start and end of daylight savings configurable.</p> <p>The DVR must support having titles for the DVR and for each camera connected to the DVR.</p> <p>The DVR must support display of video from one or four cameras on a locally connected monitor, with automatic switching to show video from a selected camera on detection of a signal or alarm condition.</p> <p>The DVR must support display of diagnostic information on the video such as voltage, time and date, size of the hard drive, percent of hard drive space used, current alarm count, the ambient temperature inside the DVR the temperature of the hard drive inside the DVR, the number of hours the hard drive has been operating, the operation of the network connections.</p> <p>The DVR must support the ability to export a log file of the operation of the DVR.</p> <p><u>Digital Video Recorder — Minimum Requirements – Video Recording</u></p> <p>The DVR must support repeat recording and have the ability to enable or disable this function, when enabled, the recording will be overwritten once the hard drive is full, when disabled the recording will stop when the hard drive is full.</p>			
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<p>The DVR must support the ability to delay the start of recording after the ignition is turned on, of up to one hour.</p> <p>The DVR must support the ability to continue recording up to a settable time after the ignition is turned off of up to one hour</p> <p>The DVR must support the ability to remain powered on, up to a settable time after the ignition is turned off, of up to 4 hours</p> <p>The DVR must support the partitioning of the hard drive for recording video related to alarm events; the overwriting of this partition should be selectively enabled or disabled, the size of the partition should be configurable up to at least 40% of the total hard drive.</p> <p>The DVR must support a primary recording of 4 cameras at 720 X 480 resolution and one camera at 1280 x 720 resolution, all cameras recordable at up to 30 FPS, and simultaneously a secondary recording of all 5 cameras at 360X240 resolution at 5FPS.</p> <p>The DVR must support recording of all cameras at at least 4 different quality settings, each quality setting affecting the level of compression applied to the video and the resulting amount of data required to store the video on the hard drive.</p> <p>The DVR must support recording of at least 4 channels of audio.</p> <p>The DVR must support recording of video using H.264 compression.</p> <p><u>Digital Video Recorder — Minimum Requirements – Alarm and Signal</u></p> <p>The DVR must support up to 4 Alarms, each alarm</p>			
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<p>condition independently specifying a duration for modifying the resolution, frame rate and quality that the video is to be recorded, the duration for recording at the modified frame rate set to start up to 10 seconds before the alarm condition to 45 minutes after the alarm condition has occurred.</p> <p>The DVR must support 5 signal inputs, each supporting Active High or Active Low input levels for activating a user definable Alarm Condition.</p> <p>The DVR must support an optional GPS receiver for recording and displaying vehicle position, direction, and speed</p> <p>The DVR must have geo-fencing using a GPS receiver, the geofencing can be a circle of a user defined radius from a programmed coordinate or a rectangle of a user defined size defined by programmed coordinates.</p> <p>The geo-fencing must have a configurable alarm</p> <p>The DVR must include a 3 axis inertia sensor, with user defined thresholds for each axis, as well as the combined vector of all three axes, and an accident threshold.</p> <p>The DVR must have a user definable action such as activating a signal, logging the value or sending an email, when any of the thresholds of the inertia sensor are exceeded.</p> <p>The DVR must support a Wake On Alarm feature, activated by a user selectable Alarm input or manually activated switch.</p> <p><u>Digital Video Recorder – Minimum Requirements – Network Settings and User Access</u></p>			
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<p>The DVR must support up to 6 User Accounts configurable with a Username and Password, each account may have one of three levels of access to the settings of the DVR.</p> <p>The DVR must support the ability to communicate with up to 10 video management servers having different IP addresses.</p> <p>The DVR must support the ability to communicate with the video management servers at user selectable intervals of up to 5 minutes..</p> <p>The DVR must support the ability to be configured through a local user interface using a monitor and mouse.</p> <p>The DVR must support the ability to be configured through a web interface through a locally connected computer</p> <p>The DVR must support the ability to be remotely configurable through a web interface through a wireless network.</p> <p>The DVR must be able to receive a firmware update through a USB port on the front panel.</p> <p>The DVR must be able to receive a firmware update through a wireless connection using a WiFi bridge.</p> <p><u>Digital Video Recorder — Minimum Electrical Requirements</u></p> <p>The DVR must be able to be powered over an input voltage range of 8 VDC to 32 VDC.</p> <p>The DVR must consume less than 45 W when connected with 5 cameras, a GPS unit and a WiFi bridge.</p> <p>The DVR must have 400W transient protection</p>			
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<p>per signal line input.</p> <p>The DVR must store its internal settings for at least 10 years.</p> <p><u>Digital Video Recorder — Minimum Environmental Requirements</u></p> <p>The DVR must have a built-in fan (reversed to draw clean filtered air into DVR); field-replaceable filter.</p> <p>The DVR must come standard with built-in internal heater.</p> <p>The DVR must have high and low temperature protection – the DVR will power up but will not start recording until a safe internal temperature is reached.</p> <p>The DVR must have a Smart-Start power-up protection to prevent damage from voltage transients.</p> <p>The DVR must have a Smart-Temp power-up protection to not start recording until a safe internal temperature is reached.</p> <p>The DVR must operate over a temperature range from --30 to 50°C (-22 to 122°F)</p> <p><u>Digital Video Recorder — Minimum Mechanical Requirements</u></p> <p>The DVR must have a 18-gauge steel enclosure, powder painted finish with tamper-proof lock.</p> <p>The lock box and DVR are integrated with removable locking door for easy access to the DVR. Separate lock box is not acceptable.</p> <p>The door must have rounded edges for safety.</p>			
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	<p>Straight edges are not acceptable.</p> <p>The DVR must attach to a low-profile mounting plate.</p> <p>The DVR must be capable of vertical, sideways, horizontal mounting and under-mounting.</p> <p>The DVR must weigh less than 2.4 Kg (5.3 lbs)</p> <p>The DVR must pass the vibration test SAE-1455 and MIL-STD 810F</p>			
Item No.	Equipment Including Brand/Model, Description, and Specifications	Alternative Equipment Equivalent Brand/Model	Est. Qty	Unit Price
3	<p>Wedge HD Camera Seon CHW Series Mobile Wedge HD Camera</p> <p><u>Camera Minimum Specifications</u></p> <ul style="list-style-type: none"> • Resolution: 1280X720 progressive scan @ 30IPS • Image frame rate 720P (1280x720@30fps), 480P(720x480@30fps), VGA(640x480@30fps), QVGA(320x240@30fps) • Light sensitivity: 1 lux @ F2.0 / 50IRE • Sync System Internal • Gamma Correction 0.45/1 • Auto gain control 18/24/30 • White Balance On/Off/APW • Shutter speed 1/30 to 1/8192 sec • Noise Reduction Auto; 1 ~ 6 selectable • Window heater Standard • Service Monitor output: 1 VP-P/75 Ohms • Lenses supported: 2.5 mm, 16 mm 	<p>CHW702E20 HD 1280x720 pixels 2.5mm extra camera (no infrared) 20ft harness (for forward facing applications)</p>	74	\$534.00

<ul style="list-style-type: none"> • Warranty: 3 years <p><u>Mechanical Specifications</u></p> <ul style="list-style-type: none"> • The wedge camera must have dimensions no larger than 3.45 x 5.16 x 3 inches (88 x 131 x 77 mm). • The wedge camera must use 4 captive locking screws to fasten the housing. • The wedge camera must use 3 screws to mount the camera to its installation surface. The mounting screws must be external to the volume housing the electronics of the camera. • The wedge camera must be flush mountable to the mounting surface, such that the electrical cable connecting the wedge camera to the recorder remains concealed. • The wedge camera must have an adjustable lens bracket with 350 degree rotate, 15 degree pan and 30 degree tilt. • The wedge camera must have the ability to conceal the internal electronics from outside view. • The wedge camera must have the following mechanical specifications: <ul style="list-style-type: none"> • Weight: 1.2 lb. (550 g) • Housing material: solid aluminum alloy, powder coated • Mounting options: ceiling, header or surface, no brackets required <p><u>Electrical Specifications</u></p> <ul style="list-style-type: none"> • The wedge camera must have a built-in regulated power supply. • The wedge camera must have a video-out for 			
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	<p>local monitoring of the video during setup and installation</p> <ul style="list-style-type: none"> The wedge camera must have a single connector for power, video and audio. Power consumption: < 8W Input voltage: 10 to 17 VDC <p><u>Environmental Specifications</u></p> <ul style="list-style-type: none"> Operating temp. range: -40°F to 122°F (-40° C to 50°C) Environmental rating: IP67 			
Item No.	Equipment Including Brand/Model, Description, and Specifications	Alternative Equipment Equivalent Brand/Model	Est. Qty	Unit Price
4	<p>Mobile IR Camera Seon CQ Series</p> <ul style="list-style-type: none"> The camera shall have 600 TV lines resolution for a sharp image using a 1/3 inch (diag.) Sony Sensor. A lower resolution imager is not acceptable. The camera shall have 0.1 lux light sensitivity at F1.2 when the IR illuminators are off to produce a color image, and 0.0 lux with IR illumination on for a bright black and white image, to enable viewing of objects and people in complete darkness The camera shall include 14 high efficiency IR illuminators, and automatically switch to black and white at low illumination levels. The 14 IR LED illuminators shall have a switchable high intensity setting to illuminate a larger area, up to 30 feet from the camera, and a medium intensity setting to illuminate up to 12 feet from the camera. A camera that cannot adjust its IR light output is not acceptable. The camera shall have a rubber boot around the lens to prevent internal reflections from the infrared LEDs from entering the image 	<p>CQ903A50 integrated IR dome day/night 50ft harness</p> <p>CQ903A20 integrated IR dome day/night 20ft harness</p>	<p>255 CUSD to advise as to split between 903A50 and 903A20 based on fleet composition</p>	<p>\$213.00</p> <p>\$188.00</p>

	<p>sensor. Reflections of the IR LEDs in the video image is not acceptable.</p> <ul style="list-style-type: none"> • The camera shall have an electronic iris that operates from 1/60 to 1/100,000 of a second, to provide proper exposure at all light levels. The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels. • The camera shall provide a video signal with an output level of 1 Volt Peak to peak, and with a signal to noise ration greater than 50 dB. The camera shall have an automatic gain control circuit (AGC) to provide proper video levels at low light levels. • The camera must have backlight compensation control that can be turned ON or OFF in order to compensate the exposure of the camera for strongly backlit scenes. The camera shall support at least the following lenses: 2.9 mm, 3.6 mm, 6mm, 8 mm, 12 mm and 16 mm lenses, to support a plurality of field of views from wide angle to telephoto. • The camera shall be designed such that all components are self-contained within a single, vandal-proof enclosure manufactured from solid aluminum alloy for maximum vandal resistance. Two-piece camera assemblies that allow for the redirection of the field of view (aim) external of the camera will not be accepted. • The camera shall have a vandal proof dome, which shall be made of impact-resistant polycarbonate, having an anti-glare, scratch resistant, hard coating that is UV protected. Other materials that are not vandal proof are not acceptable. • The camera must have an adjustable lens bracket with 360 degree pan and 90 degree tilt in order to produce a vertically erect image, whether the dome is mounted on a horizontal surface, a vertical surface or 			
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	<p>angled or curved surface. An image that is not vertically erect on all mounting surfaces and mounting angles is not acceptable.</p> <ul style="list-style-type: none"> • The camera shall weigh less than 0.9 lbs (0.4 kg). • The camera must have dimensions no larger than the following: Diameter: 3.75" (95mm) and Height: 3.4" (86mm). • The camera must use a single secured locking screw to prevent tampering with the camera by unauthorized persons. A non-security screw is not acceptable. • The camera must be flush mountable to the mounting surface, such that the electrical cable connecting the dome camera to the recorder remains concealed to prevent tampering with the camera or the video signal. • Any camera assembly that is not capable of being mounted flush to the surface and/or any designs utilizing a U-Bracket type of mount will not be accepted. • The camera shall have a microphone securely mounted inside the dome with a clear audio path to the outside of the camera. Sensitivity of the microphone shall be adjustable to maximize clarity of the audio received. A nonadjustable sensitivity is not acceptable. • The camera assembly shall be equipped with connector providing a local NTSC video output in order to facilitate the connection of a video monitor that can be used for aiming the camera, making any adjustments to the lens focus and troubleshooting. Cameras not equipped with the ability to connect directly to a monitor at the local installation point will not be accepted. • The camera shall have an audio frequency response of 300 Hz - 5 KHz +/- 3dB (filtered to 			
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	<p>improve voice quality). An audio frequency response that does not include this frequency range is not acceptable.</p> <ul style="list-style-type: none"> • The camera shall operate over a range of input voltage from 11VDC to 17VDC using a built in regulated power supply. • The camera must have a single positive locking over molded connector for power, video and audio. The connector should positively lock to the wiring harness when the connectors are pushed together, without the need for a secondary locking action, such as twisting or turning. This connector must not disconnect from the connected wiring harness as a result of vibration. • The camera shall operate over a temperature range of -4F to 140F (-20C to 60C) and have an environmental rating of IP54 or better. • The camera shall have a 3 year warranty • The camera must be a Seon CQ Series Mobile IR Camera or an approved equal. 			
Item No.	Software	Product	Est. Qty	Unit Price
5	<p>Wireless Video Management Software</p> <p><u>Wireless Video Management Software — Minimum Performance Specifications</u></p> <p>The video management software shall be a multi-user, multi-site, client/server enterprise class application</p> <p>The video management software shall allow multiple licensed users to use the system at the same time</p> <p>The video management software shall be responsible for discovering the DVRs, getting the</p>	<p>VMC5BSB vMax Commander 5.0 web-based wireless and automatic video management software Includes 5 user licenses (per school base)</p>	1	\$4,000.00

<p>DVR health status, and alarm list, creating the archive job list, and processing the job queue</p> <p>The video management software shall be able to download video and telemetry data from DVRs on multiple vehicles at the same time.</p> <p>The video management system shall be web-based</p> <p><u>Wireless Video Management Software — Minimum Search Specifications</u></p> <p>The video management software shall provide the ability to filter search by:</p> <ul style="list-style-type: none"> • Vehicle group • Vehicle type • Selecting vehicles from vehicles' list <p>The video management software shall provide the ability search by alarms and events for individual vehicles or a group of vehicles</p> <p>The video management software shall provide the ability to search by time and date</p> <p>The video management software shall provide the ability to search for an alarm or event by a geographic zone; either pre-defined in the software or can be created on-demand by choosing up to eight points on a map</p> <p><u>Wireless Video Management Software — Minimum Track History Specifications</u></p> <p>The video management software shall provide the ability to view the track history of vehicles (up to five vehicles at a time) on a map</p>			
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<p>The vehicle track shown by the video management software shall clearly indicate the travel direction of the vehicle and the time of each point on the track</p> <p>The video management software shall provide the ability to request video download by selecting the start point and end point of the vehicle track on the map</p> <p>The video management software shall provide the ability to export vehicle track data in CSV or GPX format</p> <p><u>Wireless Video Management Software — Minimum Video Management</u></p> <p>The video management software shall automatically download videos based on alarm type as configured by the user</p> <p>The video management software shall provide the ability to schedule video downloads by time and date</p> <p>The video management software shall provide the ability to schedule recurring video downloads at certain time by week and month</p> <p>The video management software shall be able to assign priority level to scheduled video downloads</p> <p>The video management software shall provide the ability to schedule a video download from any number/combination of available cameras</p> <p>The video management software shall provide the option to download low resolution version of videos</p> <p>The video management software shall provide</p>			
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<p>filtering option for video archives by:</p> <ul style="list-style-type: none"> • Vehicle • Group • Archive status • Archive priority • Alarm type • Start time • End time • Execution time • Camera number <p>The video management software shall provide the option to set duration of pre-alarm and post-alarm video download</p> <p>The video management software shall handle resuming the downloading of the archives in the case that the downloading is interrupted or disconnected</p> <p>The video management software shall record who requested a video archive</p> <p>The video management software shall provide the ability to play video directly from the DVR without download</p> <p><u>Wireless Video Management Software — Minimum DVR Management Specifications</u></p> <p>The video management software shall provide the ability to change DVR settings remotely</p> <p>The video management software shall allow settings changes to be committed even when the vehicle is offline. Changes shall take place when</p>			
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	<p>the vehicle become online</p> <p>The video management software shall provide the ability to update DVR firmware remotely</p> <p>The video management software shall allow firmware update to be set even when the vehicle is offline. Changes shall take place when the vehicle becomes online</p> <p>Wireless Video Management Software — Minimum Administration Specifications</p> <p>The video management software shall provide the ability to create as many user roles (access levels) as required</p> <p>The video management software shall provide the ability to create as many vehicle groups as the user needs</p> <p>The video management software shall provide the ability to create different vehicle types and assigning different icons for them</p> <p>The video management software shall provide the ability to create geographical zones, for reporting and search purpose, by choosing four points on a map</p> <p>The video management software shall provide the ability to customize each user role (access level) permissions for system features as required.</p> <p>The video management software shall provide the ability to export the following lists in comma separated file format</p> <ul style="list-style-type: none"> • Users list • Vehicles groups list 			
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<ul style="list-style-type: none"> • Vehicles types list • Zones list <p><u>Wireless Video Management Software — Minimum Reporting Specifications</u></p> <p>The video management software shall provide reports on alarms, events, geofencing reports, and user activity/system usage</p> <p>The video management software shall provide reporting on vehicle groups and on individual vehicles</p> <p>The video management software shall provide the ability to schedule recurring reports daily, weekly, monthly, or on specific week days</p> <p><u>Wireless Video Management Software — Minimum User interface</u></p> <p>The video management software shall have a dashboard that shows a summary of the vehicle status, the alarms, the health of the DVRs and the scheduled and automatic video downloads completed and pending for a specified date.</p> <p>The dashboard can be filtered by vehicle group</p> <p>The video management software shall provide the ability to play downloaded video from the dashboard</p> <p>The video management software shall provide the ability to place a vehicle in maintenance mode and display a separate icon for vehicles in maintenance</p>			
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Item No.	Software	Product	Est. Qty	Unit Price
6	License Fees	VMC5VSB vMax Commander 5.0 web-based wireless and automatic video management software (per school bus)	105 Buses	\$50.00
7	Annual Maintenance Fees	VMC5AVSB vMax Commander 5.0 annual hosting, licensing (per school bus) VMC5ABSB vMax Commander 5.0 license fee per fleet (annual hosting total for 105 buses \$1,665.00)	105 Buses	\$9.00 \$720.00
Item No.	Wireless Access	Alternative Equipment Equivalent Brand/Model	Est. Qty	Unit Price
8	<p>Wireless Bridge Seon Smart Reach Lite Mobile Bridge <u>Wireless Bridge — Minimum Performance Specifications</u></p> <p>The wireless bridge shall be capable of supporting 802.11 a/b/g/n protocols</p> <p>The wireless bridge shall have Adjustable Channel support (5/10/20 MHz)</p> <p>The wireless bridge shall be capable of transmitting data at an average of 23dBm up to 54Mbps using 802.11b/g while receiving data at 54Mbps with a minimum receiver sensitivity of at least -75dBm</p> <p>The wireless bridge shall be capable of transmitting data at an average of 22/19dBm*</p>	<p>SRLGA07NP Smart-Reach Lite Mobile Bridge for TLHD</p> <p>SRLGA07 Smart-Reach Lite Mobile Bridge (existing TL4 systems)</p>	<p>74</p> <p>31</p>	<p>\$385.00</p> <p>\$405.00</p>

<p>MCS7 using 802.11n while receiving data MCS7 with a minimum receiver sensitivity of at least -74dBm</p> <p>The wireless bridge shall support an N connector to connect to an appropriate antenna</p> <p>The wireless bridge shall support an operating frequency of 2412-2462 MHz or 5170-5825 MHz</p> <p><u>Wireless Bridge — Minimum Electrical Specifications</u></p> <p>The wireless bridge shall operate between 8VDC and 32 VDC</p> <p>The wireless bridge shall consume less than 7W</p> <p><u>Wireless Bridge — Minimum Mechanical/Environmental / Warranty Specifications</u></p> <p>The wireless bridge dimensions shall not exceed 6 in X 1.25in X 1.45 in (15.2cm. x 3.1 cm. x 3.7cm.)</p> <p>The wireless bridge shall not exceed 6.5 oz. (180g)</p> <p>The wireless bridge shall operate between -4F to+140F (-40C to +80C)</p> <p>The wireless bridge shall withstand shock and vibration ETSI300-019-1.4 test.</p> <p>The wireless bridge must have one (1) year parts and repair labor warranty.</p>			
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Item No.	Wireless Access	Alternative Equipment Equivalent Brand/Model	Est. Qty	Unit Price
9	<p>Wireless Access Point Seon Smart Reach Wireless Access Point Mobile Bridge</p>	<p>SRB2NW600600 Access Point Smart-Reach Base AP, 2 radio, 2 2.4GHz mini panel 12dBi antennas, outdoor</p>	1	\$2000.00
	<p><u>Wireless Access Point — Minimum Performance Specifications</u></p>	<p>SRB2NW300400 Access Point Smart-Reach Base AP, 2 radio, 1 omni directional 2.4GHz antenna, 1 GRID 5.8GHz antenna, outdoor</p>	1	\$2099.00
	<p>The wireless access point shall be capable of supporting 802.11 a/b/g/n protocols</p>	<p>SRBL2W3 Base Lite Smart-Reach Base Lite, 2.4GHz with outdoor 6dBi omni directional antenna</p>	1	\$799.00
	<p>The wireless access point shall be capable of operating at 2.4 GHz and 5.8 GHz</p>	<p>SWTC-PTG503 Network Accessory 5 Port Ethernet Switch</p>	1	\$149.00
	<p>The wireless access point shall be capable of supporting single or dual band radios, the dual band radio supporting diversity antennas</p>	<p>The wireless access point shall support direct to source destination traffic forwarding to maximize application delivery without injecting a detour to the controller, enabling traffic to flow along the shortest path.</p> <p>The wireless access point shall support up to 16 virtual service communities (VSCs), each with a unique SSID and MAC address, with each VSC independently configurable for authentication, encryption, VLANs, and up to four quality of service(QoS) levels</p>		
<p>The wireless access point shall support direct to source destination traffic forwarding to maximize application delivery without injecting a detour to the controller, enabling traffic to flow along the shortest path.</p>	<p><u>Wireless Access Point — Minimum Network Management Specifications</u></p>			
<p>The wireless access point shall support up to 16 virtual service communities (VSCs), each with a unique SSID and MAC address, with each VSC independently configurable for authentication, encryption, VLANs, and up to four quality of service(QoS) levels</p>	<p>The wireless access point shall support autoselection of the RF channel and the level of transmitted power.</p>			
<p>The wireless access point shall support up to 16 virtual service communities (VSCs), each with a unique SSID and MAC address, with each VSC independently configurable for authentication, encryption, VLANs, and up to four quality of service(QoS) levels</p>	<p>The wireless access point shall support per-client event log of 79 association, security and DHCP</p>			

	<p>activities for easy diagnosis.</p> <p>The wireless access point shall support PCAP packet capture on WLAN or LAN interface</p> <p>The wireless access point shall support SNMP, CLI, and web-based management interfaces for integration with third party, standards-based network management systems (autonomous mode)</p> <p><u>Wireless Access Point — Minimum Security Specifications</u></p> <p>The wireless access point shall support enforcement of client authorization based on user credentials (802.1X/EAP), hardware identifiers (MAC address, WEP key), and HTML login</p> <p>The wireless access point shall support hardware assisted encryption using WPA2/AES (IEEE 802.11i), WPA/ RC4 and/or WEP</p> <p>The wireless access point shall support simultaneous detection and prevention of wireless threats on 2.4 GHz and 5 GHz frequency bands</p> <p>The wireless access point shall support dedicated RF sensor and dedicated client access eliminatet time-slicing</p> <p>The wireless access point shall support management communication via SSH/SSL, IPsec, and digital certificates</p> <p><u>Wireless Access Point — Minimum Electrical Specifications</u></p> <p>The wireless access point shall be powered via</p>			
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	<p>the Ethernet port using 802.3af</p> <p>The wireless access point shall consume less than 6.5W</p> <p><u>Wireless Access Point — Minimum Mechanical, Environmental and Warranty Specifications</u></p> <p>The wireless access point shall be available in a NEMA 4 outdoor rated enclosure, operating between -4F to +122F (-20C to +50C)</p> <p>The outdoor rated wireless access point shall not exceed 8.44 in X 7.25 in X 2.14 in (21.5 cm. x 18.5 cm. x 5.5cm.)</p> <p>The outdoor rated wireless access point shall not exceed 9 lbs (4 kg)</p> <p>The wireless access point shall be available in a indoor plenum rated enclosure, operating between 14F to +122F (-10C to +50C)</p> <p>The indoor rated wireless access point shall not exceed 6.52 in X 6.4 in X 1.88 in (16.6 cm. x 16.3 cm. x 4.8 cm.)</p> <p>The indoor rated wireless access point shall not exceed 1.5 lbs (3.1 kg)</p> <p>The wireless access point must have 1-year parts and repair labor warranty</p>			
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Item No.	Training and Installation		Est. Qty	Unit Price
10	Installation	See below	74	\$ _____
	A. Hardware – including bridges			\$ _____
	B. Installation – wireless infrastructures (access points)			\$ _____
	C. Engineering Services for wireless commissioning			\$ _____
11	Training	vMAX-view Software to easily view and archive video training vMax Commander 5.0 web-based wireless training	# of Hours No restriction on training	\$__0__ \$__0__

a. INST-CAMSYS Install TLHD DVR with one CQ camera/GPS, Signals and wireless bridge	74	\$300.00
INST-INTCAM Installation CQ/CJ cameras	255	\$50.00
INST-SRLB Smart Reach Wireless Bridge Installation	31	\$75.00
b. INST-WRLS Installation Smart Reach Wireless Access Point	3	\$1,900.00
c. PRS-REMOTE Remote Engineering Service Per Day	2 Days	\$750.00
PRS-ENGSITE On Site Engineering Service Per Day	4 Days	\$1,000.00
PRS-TRVL Engineering Services Travel Days To/ From Site	2	\$1,000.00

- B. 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 Calling For Bids.
- C. Bidder agrees to complete the order within thirty (30) days after receipt of order.
- D. 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 Province of British Columbia and that Chris Akiyama whose title is Vice President of Sales is authorized to act for and bind the corporation.
- E. 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. 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.
- F. 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:
- X Yes, other public agencies may purchase from this Bid.
- ___ No, other public agencies may not purchase from this Bid.
- G. 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: X option granted option not granted
- Extension option for a second year: X option granted option not granted
- H. The Bidder attests to having read and understands all documents contained and referenced in this bid.

I, Chris Akiyama _____ the Vice President of Sales (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: _____

Signed by: _____

Date:

Business Address: _____

PARTNERSHIP

Name: _____

Signed by: _____ Partner

Date:

Business Address: _____

Other Partners: _____


CORPORATION

Name: Seon Systems Sales Inc.

(a British Columbia _____ Corporation*)

Business Address: Unit 111 - 3B Burbidge Street

Coquitlam, British Columbia V3K 7B2

Signed by:  _____, Vice - President**,

Dated: September 18, 2014

- * 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: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed including all contract documents as indicated and re required to be submitted with this bid:

CONTRACT DOCUMENTS:

1. Bid Form and Agreement
2. Noncollusion Declaration
3. Information Required of Bidder
4. n/a Certification - Participation of Disabled Veteran Business Enterprise
5. Certification by Contractor Criminal Records Check

- 6. Conflict of Interest
- 7. Drug-Free Workplace Certification
- 8. Tobacco Use Policy
- 9. Workman's Compensation Certification
- 10. Certificate Of Liability Insurance
- 11. W-9 Form - Seon will be submitting a W-8BEN Form

CONTRACT TERM

The term of this base contract is for one year beginning November 13, 2014, through November 12, 2015, and may be extended by mutual written agreement of both parties and upon Board approval, for a renewal term not to exceed two (2) additional one-year periods.

Annual cost of products requested by District and provided by Vendor under this contract shall not exceed \$330,000. This amount may be increased by mutual written agreement of both parties and Board approved.

AGREEMENT ACCEPTED BY DISTRICT: CAPISTRANO UNIFIED SCHOOL DISTRICT

Signed by: _____

Print Name: Terry Fluent

Title: Director, Purchasing

Date: _____

EXTENSION OF AGREEMENT NO. I1112088

WITH

ALPENSAPRUCE SOFTWARE, INCORPORATED

Independent Contractor Agreement No. I1112088 called for an original 12-month contract covering the period of December 1, 2011, through November 30, 2012.

The contract with AlpenSpruce Software, Inc., shall be extended an additional twelve (12) months for the period December 1, 2014, through November 30, 2015.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$75,000. 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 November 30, 2011, all other terms of the contract remain in full force and effect.

DISTRICT

CONSULTANT

Capistrano Unified School District

AlpenSpruce Software, Incorporated

By: _____
Signature

By: _____
Signature

Terry Fluent _____

Print Name

Director, Purchasing _____

Title

Date: _____

Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between **Capistrano Unified School District**, hereinafter referred to as "DISTRICT", and AlpenSpruce, LLC hereinafter referred to as "CONTRACTOR".

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

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

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

NOW THEREFORE, the parties agree as follows:

1. **Services to be provided by CONTRACTOR:** Services related to the development, training and deployment of SharePoint software and additional services as required.

2. **Term:** CONTRACTOR shall commence providing services under this AGREEMENT on December 1, 2011, and will diligently perform as required and complete performance by November 30, 2012.

CONTRACTOR'S NAME: AlpenSpruce, LLC CONTRACT No. II112088

3. **Compensation:** DISTRICT agrees to pay the CONTRACTOR for service satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed N/A Dollars (\$ N/A).

DISTRICT shall pay CONTRACTOR according to the following terms and conditions: District to issue purchase orders for each assignment per fee schedule

4. **Expenses:** DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: All travel expenses not to exceed \$3,000.00.

5. **Independent Contractor:** CONTRACTOR, in the performance of this AGREEMENT, shall be and act as in independent contractor. CONTRACTOR understands and agrees that he/she and all of 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 Workers' 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.

6. **Materials:** CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None

CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. **Originality of Services:** CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or

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 a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of 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.

9. Termination: DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition

to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

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

11. Insurance: Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable

to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of 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 governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment: The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

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, equipment and personnel engaged in services covered by the AGREEMENT or accruing out of the performance of such services.

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 supersede any prior or

contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination: CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

18. Non Waiver: The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice: All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal services or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Terry Fluent, Director, Purchasing
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

CONTRACTOR:

AlpenSpruce, LLC
6011 174th St. SE
Snohomish, WA 98296

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

CONTRACTOR'S NAME: AlpenSpruce, LLC

CONTRACT No. 11112088

21. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. **Governing Law:** The terms and conditions of the AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

23. **Exhibits:** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

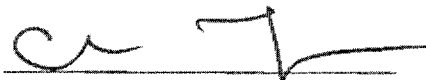
a. Exhibit	A	<u>Fee Schedule (Dated 11/2/2011)</u>
b. Exhibit	B	<u>None</u>
c. Exhibit	C	<u>None</u>

THIS AGREEMENT IS ENTERED INTO THIS 1st DAY OF December, 2011.

Capistrano Unified School District
Name of District

AlpenSpruce, LLC
Contractor Name

By: 

Signature: 

Terry Fluent
Typed Name

Christopher Mayer
Typed or Printed Name

Director, Purchasing
Title

Principal
Title

November 30, 2011
Board Approval Date

26-3153337
Taxpayer Identification Number

Initials/Date BH 11/8/11



Project:

Employee Requisition and Open Enrollment work description.

Prepared For:

Capistrano Unified School District

33122 Valle Road

San Juan Capistrano, California 92675

(949) 234-9200 Phone | (949) 493-8729 Fax

Prepared By:

AlpenSpruce, LLC

Christopher Mayer

6011 174th ST SE

SNOHOMISH, WA 98296

425-591-5925

Submitted: 11/2/2011



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1 - DESCRIPTION OF WORK AND SPECIFICATIONS

This Description of Work ("DOW") is prepared for Capistrano Unified School District ("Client") by AlpenSpruce Consulting ("Vendor").

The Vendor will provide seasoned expertise in these areas to deliver "world class" service and support. In addition to the areas listed below, the Vendor will provide additional value added support in terms of strategic guidance to ensure that the level of effort is maximized for greatest efficiency.

OUR UNDERSTANDING

Within the scope of this document, DISTRICT is undertaking two software initiatives that are designed to eliminate cumbersome paper processes and heavy District user workload.

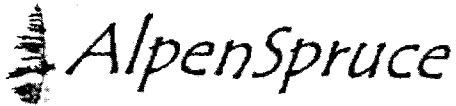
The first, Employee Requisition ("ER") is an application, that will be SharePoint based, that will allow an internal user to initiate an Employee Requisition. This ER will then follow a defined workflow that will populate forms with data from existing systems, thereby minimizing the necessary amount of user keyed information, and then be routed for approval through the various stages required to realize an approved requisition.

The second, Open Enrollment, also known as School Transfer, is a combination of a Web Application that will allow Parents/Guardians to initiate and a Transfer Request, and a SharePoint Application that will allow District staff to manage the request through to approval or rejection. The web Application will collect the minimum amount of information necessary for a parent to be able to uniquely identify their student(s) and request the initiation of a transfer request. The SharePoint Application will allow District staff to review applications, update school position availability, assign positions to top priority requests, and conduct lotteries for open positions on a per school basis.

SERVICES

The contractor, throughout the implementation of these two initiatives will provide the general professional services necessary to ensure delivery within established timelines and budgetary constraints. These general services shall include, but are not limited to the following:

- A. Business Analysis and Technical Consultation
- B. Software, system and SharePoint Development, Testing and Troubleshooting
- C. Systems Integration
- D. Application deployment
- E. Training
- F. Project Management
- G. User Interface Design & Graphics Production



2 - DELIVERABLES

In addition the general services, each initiative has Milestones and deliverables associated with it. The Milestone grids below show those respective deliverables and the estimation of hours that is estimated to complete those tasks. Estimations were done based on the information known and gathered at the time this document was prepared:

EMPLOYEE REQUISITION DELIVERABLES

Milestone	Description	Hours Estimation
Forms for Parts A, B,C, D	Create forms, based on the existing Employee Requisition documents, which will allow users to input the necessary information at the pertinent stages in the workflow. These forms will be utilized for both Classified and Certificated requisitions.	32
QSS integration	Pre-populate forms with available information from QSS such to minimize user entry of data	22
Work Flow process	Ensure there is unilateral understanding of the workflow stages	21
Roles Support	Implementation of role based access and visibility for the defined roles to respective forms	24
Task Dashboards	Implement dashboards, targeted to roles and users, which show the state of each requisition and the task or approval that is required next.	27
Task messaging and reminders	Implement messaging, notifications and reminders to targeted roles and users such that users are informed as to ER progress and reminded that tasks are due to keep the process moving forward.	32
Testing	Unit and user testing of all the components and workflow processing. This stage will be done in conjunction with CUSD User Acceptance Testing personnel who will conduct user testing as well.	48
Reports	Creation of reports that show pertinent metrics about the ER process	31
Deployment	Continuous deployment and configuration of release builds to the District environment(s), including test and production.	28
Training	Train the Trainer level transition so the District is able to be self sufficient in the roll-out and adoption of the application	16
		281



OPEN ENROLLMENT/SCHOOL TRANSFER DELIVERABLES

Milestone	Description	Hours Estimation
Update and finalize mockups to reflect user interfaces and process flow.	This includes design of the forms that Parents/Guardians will see and use when they initiate a request, the forms District staff will use to administer the process and the workflow that will take a request from application to approval or decline.	8
Parent or Guardian internet request submission form	A Parent will be able to visit the District site and enter information into a form to initiate a request. The form will collect the minimum amount of information as necessary, and will also allow the collection of a new address. Verification of an address will be required upon award of the request.	17
District interface forms for request review approve, and decline	Implementation of District application administrator forms that allow for request review. The requests can be edited, or updated, and the status can be changed, such as to approve or award.	32
Queue Lottery for automatic request approve and decline	As schools have openings available, the system will be able to designate which top priority applications are randomly assigned to those open positions. The number of open positions available at a school will be manually updated, by a School's administrator, and will be decremented accordingly with assignment of lottery positions.	20
Parent or Guardian request status form	Once a parent has submitted a request, they will be issued a request number. They can use that number at any point to return to the site and check the status of their request.	15
Roles Support	Currently there appears to be three classes of users: district application administrators, members, and viewers. Application administrators have full access, members are limited to a school but have some write access, and viewers have only read access	16
Form emails delivered to the parent automatically as the student passes through various stages	As requests are approved or declined, emails will be sent to parents that have been indicated this is their preferable form of communication.	17
QSS Integration	As an administrator, I want to have the student information automatically populate in the tool so that I do not have to manually enter or switch between systems	16
Notification letters in batch printable for parents that do not use the internet	The application will allow for hard copy letters to be created and printed out by a District Application Administrator, such that they can be mailed out to Parents who cannot be updated or informed via email.	16
Testing	Unit and user testing of all the components and workflow processing. This stage will be done in conjunction with CUSD User Acceptance Testing personnel who will conduct user testing as well.	40
Reports	Creation of reports that show pertinent metrics about the Transfer process. These reports will include both District wide aggregates as well as school specific.	24
Deployment	Continuous deployment and configuration of release builds to the	20



	District environment(s), including test and production.	
Training	Train the Trainer level transition so the District is able to be self sufficient in the roll-out and adoption of the application	16
		257

3 - PRICING

RESOURCE	RATE
Consultant	\$125 / hr

ADDITIONAL EXPENSES

All travel expenses directly related to project activity incurred by AlpenSpruce in connection with its performance of the Services for Client will be reimbursed by Client, to a maximum of \$3000 in accordance with Payment Terms. All expenses and disbursements will be pre-approved by Client.

EXTENSION OF AGREEMENT NO. 11112088

BETWEEN

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALPENSAPRUCE, LLC

Independent Contractor Agreement No. 11112088 called for an original 12-month contract covering the period of December 1, 2011, through November 30, 2012.

The contract with AlpenSpruce, LLC shall be extended an additional twelve (12) months for the period December 1, 2012, through November 30, 2013, at the prices shown in Exhibit A to this Extension Agreement.

The total cost of services requested by District and provided by Consultant under this extension shall not exceed \$75,000. 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 November 30, 2011, all other terms of the contract remain in full force and effect.

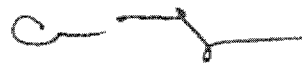
DISTRICT

CONSULTANT

Capistrano Unified School District

AlpenSpruce, LLC

By: 
Signature

By: 
Signature

Terry Fluent

Christopher Mayer
Print Name

Director, Purchasing

Principal
Title

Date: 1/7/13

Date: 11/29/2012





Exhibit A

October 1, 2012

Terry Fluent
TFluent@CapoUSD.org
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

Subject: Renewal Independent Contractors Agreement No. I1112088

Dear Terry,

Please consider this letter as official confirmation of our wish to extend our existing contract, I1112088, for an additional 12-month period through November 30, 2013.

In efforts to help control your costs while managing the state's ongoing financial crisis, and per your direct request, I will reduce my fees for all services by 10% for the renewal period of December 1, 2012 through November 30, 2012.

Sincerely,

Christopher Mayer
Cmayer@AlpenSpruce.com
415-591-5925

6012 174TH ST SE
Snohomish, WA
98296

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AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
NO. II112088

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALPENSAPRUCE, LLC

The Agreement between Capistrano Unified School District and AlpenSpruce, LLC, was extended for the period of December 1, 2013, through November 30, 2014.

The following Special Condition is added to the agreement:

COOPERATION AGREEMENT:

AlpenSpruce has agreed to develop this and all other products covered under this agreement at a reduced number of hours in exchange for product reuse and Capistrano Unified School District cooperation and assistance in product resale. As part of this cooperation agreement, AlpenSpruce will reimburse Capistrano Unified School District 20% of all revenue accumulated as a result of their introductions and assistance in product resale. Capistrano Unified School District will have the choice of realizing reimbursements in the form of direct payments made to Capistrano Unified School District from AlpenSpruce once AlpenSpruce has received payment from the resale district OR in the form of Services from AlpenSpruce once the contractual sale is complete with the resale district.

Except as set forth in this amendment, and Board approved on August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

AlpenSpruce, LLC

By: _____

Signature

By: _____

Signature

Terry Fluent

Christopher Mayer

Print Name

Director, Purchasing

Partner

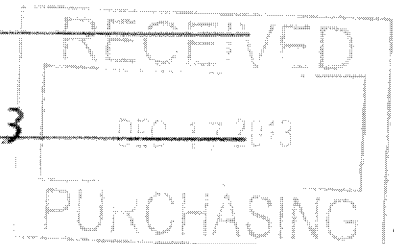
Title

Date: _____

12/17/13

Date: _____

12/5/13



AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. I1112088

WITH

CAPISTRANO UNIFIED SCHOOL DISTRICT

AND

ALPENSAPRUCE, LLC

The Agreement between Capistrano Unified School District and AlpenSpruce, LLC, was extended for the period of December 1, 2013, through November 30, 2014.


The agreement with AlpenSpruce, LLC shall be amended to reflect the new business name of AlpenSpruce Software, Incorporated.

Except as set forth in this amendment, and Board approved on August 24, 2010, all other terms and conditions of the contract remain in full force and effect.

Capistrano Unified School District

AlpenSpruce Software,
Incorporated

By: 
Signature

By: 
Signature

Terry Fluent

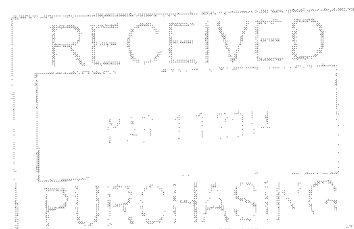
Christopher Mayer
Print Name

Director, Purchasing

Principal / President
Title

Date: 3/14/14

Date: 2/20/2014



CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 12, 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. Anctil, Kellie	IF-Sp Ed	Personal	10/22/1996	10/17/2014
2. Asakowicz, Norman	Custodian II	Retirement	09/01/1994	11/21/2014
3. Bass, Sarah	Inst Asst-Sp Ed	Other Employment	09/09/2013	08/25/2014
4. Hendrickson, Rachael	Inst Asst-Sp Ed	Personal	03/13/2014	08/25/2014
5. Janbay, Hala	IF-Sp Ed	Voluntary	10/27/2014	10/31/2014
6. Lane, Kevin	Walk on Coach	Voluntary	02/14/2011	06/30/2012
7. Morris, Joseph	Inst Asst-Sp Ed	Personal	11/07/2013	06/24/2014
8. Rivera, Veronica	Inst Asst-Sp Ed	Personal	02/13/2014	08/19/2014
9. Schroer, Daria	Activities Account Clerk	Retirement	09/08/1997	12/30/2014
10. Sterrett, Jeffrey	ASB Worker	Personal	12/01/2003	10/17/2014
11. Ventura, John	IF-Sp Ed	Personal	02/14/2013	10/19/2014
12. Wadsworth, Maria	Inst Asst-Sp Ed	Relocation	09/09/2013	08/15/2014
13. Wilde, Melita	IF-Sp Ed	Personal	11/12/2013	10/03/2014
14. Yang, Monica	Inst Asst	Other Employment	12/13/2011	11/06/2014

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
15. Bowen, Lisa	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	11/13/2014
16. Harris, Robin	IF-Sp Ed (9.5mo/30hpw)	\$14.08 hr	R20-1	11/13/2014

<u>Name</u>	<u>Position-Substitute</u>	<u>Salary</u>	<u>Range Step</u>	<u>Effective Date</u>
17. Griffin, Madelyn	Clerk-Typing	\$15.16 hr	R23-1	10/13/2014
	Confidential Secretary	\$168.60 per diem	CONF R25-1	
18. Grulkowski, Susan	Presch Inst Asst	\$15.16 hr	R23-1	11/13/2014
	Presch Teacher	\$18.48 hr	R31-1	

<u>Name</u>	<u>Position-Short Term</u>	<u>Salary</u>	<u>Effective Date</u>
19. Etnire, Stacey	Student Supvr	\$10.00 hr	11/13/2014
20. Montanez, Elizabeth	Student Worker	\$9.00 hr	09/24/2014- 06/30/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 12, 2014
Classified Employees

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
21. Buzbee, Caitlyn	Trainer	Aliso Niguel HS	\$ 3,521.00	09/04/2014-06/23/2015
22. Eaton, Pat	Volleyball, Girls' Varsity (Asst)	Tesoro HS	\$ 2,641.00	08/28/2014-11/07/2014
23. Fasola, Pattie	Cross Country, Varsity (Head)	Tesoro HS	\$ 3,301.00	08/28/2014-11/07/2014
24. Johnson, Sarah	Water Polo, Girls' Varsity (Asst)	Dana Hills HS	\$ 2,641.00	11/13/2014-02/13/2015
25. King, Jennifer	Pep Squad Dance	Tesoro HS	\$ 3,081.00 \$ 2,200.00	09/04/2014-06/19/2015
26. Layton, Timothy	Volleyball, Girls' (Asst)	San Clemente HS	\$ 2,641.00	08/18/2014-11/07/2014
27. Phelps, Darren	Cross Country, Boys' Varsity	Tesoro HS	\$ 3,301.00	08/28/2014-11/07/2014
28. Riscica, Nicole	Basketball, Girls' (Head)	San Juan Hills HS	\$ 3,521.00	11/01/2014-02/01/2015

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
29. Anderson, McKenzie	Tennis, Girls' (Asst)	Tesoro HS	\$ 2,100.00	09/01/2014-10/31/2014
30. Barker, Leonardo	Football, (Asst)	San Clemente HS	\$ 3,850.00	08/09/2014-11/07/2014
31. Bobovnik, Norman	Woodwind	San Clemente HS	\$ 4,000.00	09/22/2014-06/24/2015
32. Campbell, Dori	Lacrosse, Girls' Varsity (Head)	Dana Hills HS	\$ 2,000.00	07/01/2014-08/08/2014
33. Culbertson, Christopher	Football, (Asst)	San Clemente HS	\$ 2,200.00	08/09/2014-11/07/2014
34. Dalou, Tofic	Basketball, Boys' (Asst)	Dana Hills HS	\$ 1,200.00	09/25/2014-10/23/2014
35. Deverrick, George	Soccer, Girls' (Head)	Tesoro HS	\$ 3,300.67	09/04/2014-11/21/2014
36. Efstathiou, Jason	Basketball, JV (Asst)	Aliso Niguel HS	\$ 500.00	09/27/2014-11/01/2014
37. Farley, Nicole	Soccer, Girls' (Asst)	Dana Hills HS	\$ 2,200.00	11/11/2014-02/13/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 12, 2014
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
38. Flores, Mario	Cross Country, Boys' (Asst)	San Clemente HS	\$ 2,200.00	08/18/2014- 11/06/2014
39. Forester, Alexandra	Woodwind	Dana Hills HS	\$ 4,000.00	11/13/2014- 06/01/2015
40. Furmanski, Jake	Baseball, (Asst)	San Clemente HS	\$ 2,000.00	11/01/2014- 01/05/2015
41. Kim, Linda	Lacrosse, Girls' JV	Dana Hills HS	\$ 1,000.00	07/01/2014- 08/08/2014
42. Lisle, Kevin	Basketball, Girls' Frosh/Soph	Dana Hills HS	\$ 3,000.00	11/13/2014- 02/13/2015
43. MacIntosh, Casey	Football, (Asst)	San Clemente HS	\$ 1,650.00	08/09/2014- 11/07/2014
44. Mark, Joseph	Wrestling, (Asst)	San Clemente HS	\$ 2,000.00	09/29/2014- 11/07/2014
45. McBride, Oscar	Football, Varsity (Asst)	Tesoro HS	\$ 3,478.00	08/29/2014- 11/07/2014
46. Nealy, Billy	Football, Varsity (Asst)	Tesoro HS	\$ 3,478.00	08/29/2014- 11/07/2014
47. Nikolenko, Max	Trainer	Dana Hills HS	\$ 2,000.00	08/01/2014- 06/22/2015
48. Payne, Ron	Baseball, (Asst)	San Clemente HS	\$ 2,000.00	11/01/2014- 01/05/2015
49. Payne, Ronald	Baseball, JV	Aliso Niguel HS	\$ 2,000.00	09/27/2014- 11/01/2014
50. Perez, Elias	Volleyball, Girls' (Asst)	Tesoro HS	\$ 2,640.54	09/01/2014- 11/05/2014
51. Pierce, Carrie	Water Polo, Girls' (Asst)	Dana Hills HS	\$ 2,500.00	11/10/2014- 02/13/2015
52. Reed, Sam	Football, Varsity (Asst)	Tesoro HS	\$ 3,478.00	08/29/2014- 11/07/2014
53. Schmidt, Ryan	Basketball, (Asst)	Dana Hills HS	\$ 500.00	09/25/2014- 10/23/2014
54. Sharifan, Tejave	Football, JV (Asst)	San Juan Hills HS	\$ 500.00	09/1/2014- 11/15/2014
	Football, Varsity (Asst)		\$ 2,750.00	
55. Taylor, Carrie	Soccer, Girls'	Dana Hills HS	\$ 1,000.00	09/04/2014- 11/01/2014
56. Taylor, Chelsea	Track, (Asst)	San Clemente HS	\$ 1,200.00	09/25/2014- 11/08/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 12, 2014
Classified Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT (Cont.)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
57. Valko, Maritza	Tennis, Girls' Varsity (Asst)	San Clemente HS	\$ 2,600.00	08/04/2014- 10/24/2014
58. Wahl, Abby	Volleyball, JV (Asst)	Aliso Niguel HS	\$ 1,500.00	09/22/2014- 11/05/2014
59. Westling, Wayne	Surfing, (Asst)	Aliso Niguel HS	\$ 2,500.00	09/22/2014- 11/05/2014

APPROVE EMPLOYMENT PENDING CLEARANCES

<u>Name</u>	<u>Position-Full Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
60. Blaney, William	Technology Support Spec (12mo/40hpw)	\$3,999.02 mo	R41-1	11/13/2014
61. Bracamontes, Raul	Technology Support Spec (12mo/40hpw)	\$3,999.02 mo	R41-1	11/13/2014
62. Casillas, Meghan	HS Office Mgr (10.75mo/40hpw)	\$3,364.41 mo	R33-1	11/13/2014
63. Ruiz, Humberto	Storekeeper/Delivery Driver (12mo/40hpw)	\$2,973.65 mo	R28-1	11/13/2014

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
64. Badery, Torah	LVN (9.5mo/25hpw)	\$18.02 hr	R30-1	11/13/2014
65. Cervantes, Sonia	LVN (9.5mo/25hpw)	\$18.02 hr	R30-1	11/13/2014
66. Gregory, Amanda	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	11/13/2014
67. Heino, Brandynn	Inst Asst-Science (9.5mo/17.5hpw)	\$13.74 hr	R19-1	11/13/2014
68. Klein, Karen	FS Elem Cashier (9.5mo/15hpw)	\$12.76 hr	R16-1	11/13/2014
69. Ponsen, Jessica	Inst Asst-Presch (9.5mo/10hpw)	\$14.08 hr	R20-1	11/13/2014
70. Robbins, Joanna	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/13/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 12, 2014
Classified Employees

APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)

<u>Name</u>	<u>Position-Part Time</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
71. Rojas, Erika	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	11/13/2014
72. Schoettger, Cathlene	Inst Asst-Sp Ed (9.5mo/17.5hpw)	\$14.08 hr	R20-1	11/13/2014
73. Taylor, Bryson	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/13/2014
74. Vargas, Tracy	LVN (9.5mo/25hpw)	\$18.02 hr	R30-1	11/13/2014
75. Wills, Arlett	IF-Sp Ed (9.5mo/17.5hpw)	\$14.79 hr	R22-1	11/13/2014

<u>Name</u>	<u>Position-Sub</u>	<u>Salary</u>	<u>Range Step</u>	<u>Earliest Effective Date</u>
76. Robinson, Leseann	Student Supvr	\$10.00 hr		11/13/2014

<u>Name</u>	<u>Position-Co-Curricular</u>	<u>Location</u>	<u>Salary</u>	<u>Earliest Effective Date</u>
77. Ohlen, Micah	Trainer	San Juan Hills HS	\$ 3,521.00	10/10/2014-06/19/2015

<u>Name</u>	<u>Position-ASB Worker</u>	<u>Location</u>	<u>Salary</u>	<u>Earliest Effective Date</u>
78. Jansen, John	Surf, (Asst)	San Juan Hills HS	\$ 3,000.00	09/01/2014-11/07/2014
79. Kaveh, Mehdi	Wrestling, Boys' (Asst)	Aliso Niguel HS	\$ 2,641.00	10/25/2014-01/31/2015
80. Mast, Harrison	Wrestling, Boys' (Asst)	Aliso Niguel HS	\$ 2,600.00	10/17/2014-01/31/2015
81. Ohlen, Micah	Trainer	San Juan Hills HS	\$ 3,000.00	10/10/2014-06/19/2015
82. Rodriguez, Daniel	Marching Band	Aliso Niguel HS	\$ 1,000.00	09/01/2014-12/30/2014

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 12, 2014
Classified Employees

APPROVE EMPLOYMENT PENDING CLEARANCES (Cont.)

<u>Name</u>	<u>Position-ASB Worker</u>	<u>Location</u>	<u>Salary</u>	<u>Earliest Effective Date</u>
83. Shader, George	Basketball, Boy's Soph (Head)	Tesoro HS	\$ 2,200.45	11/24/2014- 02/13/2014
84. Viet Quoc, Tran	Marching Band	Aliso Niguel HS	\$ 1,000.00	09/01/2014- 12/30/2014
85. Vigeant, James	Water Polo, Boys' (Asst)	Tesoro HS	\$ 2,640.54	09/01/2014- 11/07/2014

APPROVE PROMOTION

<u>Name</u>	<u>Former Position</u>	<u>Promotion</u>	<u>Range Step</u>	<u>Effective Date</u>
86. Barajas, Delia	FS Worker (9.5mo/30hpw)	Lead FS Worker II (Temp/35hpw)	R31-1	10/01/2014- 11/30/2014
87. Duty, Veronika	IF-Sp Ed (9.5mo/30hpw)	MS Library Media Tech (10.5mo/40hpw)	R26-2	11/13/2014
88. Harris, Robin	Caretaker (9.5mo/32.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-5	11/13/2014
89. Heesch, Jennifer	Inst Asst-Presch (9.5mo/10.5hpw)	Presch Site Facilitator (9.5mo/30hpw)	R33-4	11/13/2014
90. McKain, Loriann	MS Office Mgr (10.75mo/40hpw)	Accounting Tech I (12mo/40hpw)	R34-5	11/13/2014
91. McNee, Debra	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/17.5hpw)	R22-2	11/13/2014
92. Pizzuti, Jill	FS Worker (9.5mo/10hpw)	Lead FS Worker II (Temp/15hpw)	R31-1	10/01/2014- 03/30/2015
93. Reyna, Jasmin	Inst Asst-Presch (9.5mo/10hpw)	Blngl Inst Asst (9.5mo/17.5hpw)	R25-6	11/13/2014
94. Rutledge, Lisa	FS Worker (9.5mo/30hpw)	Lead FS Worker II (Temp/35hpw)	R31-1	10/01/2014- 11/30/2014
95. Titterness, Kyle	Bindery Worker (12mo/40hpw)	Reprographics Tech (12mo/40hpw)	R32-10	11/13/2014

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APPROVE ASSIGNMENT ADJUSTMENTS

<u>Name</u>	<u>Former Position</u>	<u>Assignment Adjustment</u>	<u>Range Step</u>	<u>Effective Date</u>
96. Bywater, Dutcharee	IF-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed (9.5mo/30hpw)	R22-2	11/13/2014

APPROVE TEMPORARY ADDITIONAL ASSIGNMENT

<u>Name</u>	<u>Additional Assignment</u>	<u>Range Step</u>	<u>Effective Date</u>
97. Guthary, Miriam	BIngl Elem Sch Clerk (Translate for IEP meetings and school events)	R27-2	09/04/2014- 06/30/2015
98. Scott, Mary Jane	Int Office Asst (Process applications for Food and Nutrition Svcs Department)	R25-1	10/01/2014- 10/13/2014

**APPROVE TEMPORARY ADDITIONAL ASSIGNMENT
PAY AT REGULAR RATE OF PAY**

<u>Name</u>	<u>Additional Assignment</u>	<u>Effective Date</u>
99. Aguilar, Leslie	Sub Student Supvr TAA NTE 39 hrs (Supervise students)	10/21/2014- 06/19/2015
100. Appel, Elizabeth	Student Supvr TAA NTE 80 mpw (Supervise students)	09/22/2014- 06/19/2015
101. Barnes, Justin	Theater Tech TAA NTE 120 hrs (Support rental agreement events)	11/01/2014- 06/30/2015
102. Barnes, Mary	Student Supvr TAA NTE 10 hrs (Supervise students)	09/04/2014- 06/19/2015
103. Blanco, Margaret	BIngl Elem Sch Clerk TAA NTE 30 hrs (Translate for IEP meetings and school events)	09/04/2014- 06/30/2015
104. Brierley, Magdalena	Presch Site Facilitator TAA NTE 269 hrs (Participate in CSP program)	09/01/2014- 06/30/2015
105. Centeno, Celina	Presch Site Facilitator TAA NTE 269 hrs (Participate in CSP program)	09/01/2014- 06/30/2015
106. Espinosa, Rita	Inst Asst-Presch TAA NTE 269 hrs (Participate in CSP program)	09/01/2014- 06/30/2015
107. Flask, Lori	HS Campus Supvr TAA NTE 2 hrs (Supervise students)	08/28/2014- 08/31/2014
108. Gaffney, Lenette	Presch Site Facilitator TAA NTE 46 hrs (Perform duties of Site Facilitator)	09/01/2014- 06/30/2015

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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>
109. Gaul, Lorraine	Health Asst TAA NTE 62.5 hrs (Provide additional coverage)	09/04/2014- 11/21/2014
110. Gruden, Norma	BIngl Comm Svcs Liaison TAA NTE 21 hrs (Translate for conferences)	11/12/2014- 06/19/2015
111. Hadley, Jamie	Theater Tech TAA NTE 120 hrs (Support rental agreement events)	11/01/2014- 06/30/2015
112. Herbold, Michael	MS Campus Supvr TAA NTE 80 hrs (Preparation for ASB sports events)	10/01/2014- 06/18/2014
113. Kebler, Quincy	Presch Site Facilitator TAA NTE 40 hrs (Set up classrooms)	08/01/2014- 09/30/2014
114. Lee, Jung-Hea	Student Supvr TAA NTE 50 hrs (Supervise students)	09/04/2014- 06/19/2015
115. Long, Keith	HS Campus Supvr TAA NTE 2 hrs (Supervise students)	08/20/2014- 08/31/2014
116. Mendoza, Rosa	BIngl Comm Svcs Liaison TAA NTE 7 hrs (Translate during parent and teacher conferences)	11/18/2014- 11/19/2014
117. Ogaz, Carolina	BIngl Comm Svcs Liaison TAA NTE 7 hrs (Translate during parent and teacher conferences)	11/18/2014- 11/19/2014
118. Poudrier, Cindy	Presch Site Facilitator TAA NTE 40 hrs (Set up classrooms)	08/01/2014- 09/30/2014
119. Renhelt, Amy	Student Supvr TAA NTE 5 hpw (Supervise students)	09/29/2014- 06/30/2015
120. Romero, Ivett	Inst Asst-Presch TAA NTE 269 hrs (Participate in CSP program)	09/01/2014- 06/30/2015
121. Rowe, Anne	IF-Sp Ed TAA NTE 4.5 hrs (Accompany student to Homecoming Dance)	09/27/2014
122. Saeedvafa, Mahasti	Student Supvr TAA NTE 10 hrs (Supervise students)	09/04/2014- 06/19/2015
123. Settineri, Daneen	Inst Asst-Presch TAA NTE 269 hrs (Participate in CSP program)	09/01/2014- 06/30/2015
124. Stoddard, Susan	Student Supvr TAA NTE 5 hpw (Supervise students)	09/29/2014- 06/30/2015
125. Suit, Sandy	Student Supvr TAA NTE 50 hrs (Supervise students)	09/04/2014- 06/19/2015
126. Suit, Sandy	Student Supvr TAA NTE 1 hpw (Supervise students)	09/23/2014- 06/19/2015

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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>
127. Vazquez, Obdulia	Blngl Comm Svcs Liaison TAA NTE 21 hrs (Translate during parent and teacher conferences)	11/12/2014- 06/19/2015
128. Walsh, Rhonda	HS Campus Supvr TAA NTE 2 hrs (Supervise students)	08/28/2014- 08/31/2014

**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>
129. Alston, Julie Anne	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-2	09/04/2014
130. Baker, Ingrid	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-15	10/17/2014- 06/19/2015
131. Balsis, Tianna	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/04/2014- 06/19/2015
132. Borst, Wendy	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	09/04/2014
133. Bottum, Sarah	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-2	09/04/2014- 06/19/2015
134. Burns, Mitravinda	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	09/04/2014- 06/19/2015
135. Cabanillas Sherritt, Gaby	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-2	10/07/2014- 06/19/2015
136. Christy, Jennifer	IF-Sp Ed (9.5mo/30hpw)	Inst Asst- Sp Ed	R20-15	09/04/2014- 06/19/2015
137. Dinsmoor, Joy	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-10	09/04/2014- 06/19/2015
138. Erickson, Neena	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-10	09/04/2014- 06/19/2015
139. Garcia, Patricia	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-15	10/17/2014- 06/19/2015
140. Garrett, Ann	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/04/2014- 06/19/2015
141. Gonzales, Kym	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-15	10/17/2014- 06/19/2015

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
142. Gorsline, Melinda	Student Supvr (9.5mo/16.25hpw)	IF-Sp Ed	R22-1	09/04/2014
143. Husseini, Samar	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-1	09/04/2014-
144. Keller, Jennifer	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-3	06/19/2015
145. Kerber, Brooke	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-15	09/04/2014
146. Khalifa, Lauren	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-2	09/04/2014-
147. Kokolios, Lori	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	06/19/2015
148. Mata, Sharon	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-6	09/04/2014-
149. McClure, Julie	Inst Asst-Sp Ed (9.5mo/30hpw)	IF-Sp Ed	R20-3	06/19/2015
150. Michael, Nader	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-3	09/04/2014
151. Middleton, Lisa	Sch Bus Driver (9.5mo/40hpw)	Transp Dispatcher	R32-10	10/17/2014-
152. Mora, Holly	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-3	06/19/2015
153. Owens, Kurina	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-3	10/01/2014-
154. Parks, Shannon	Inst Asst-Sp Ed (9.5mo/17.5hpw)	Library Media Tech	R26-1	06/19/2015
155. Pina, Gina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	10/08/2014-
156. Quam, Kirra	Inst Asst-Sp Ed (9.5mo/30hpw)	IF-Sp Ed	R22-1	06/22/2014
157. Ramirez, Veronica	IF-Sp Ed (9.5mo/30hpw)	Inst Asst-Sp Ed	R20-3	09/04/2014-
158. Rinefort, Juli	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-2	06/19/2015
159. Rodriguez, Nascina	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-1	10/07/2014-
160. Rydquist, Carol	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-4	06/19/2015
	Blngl Comm Svcs Liaison (9.5mo/30hpw)	Blngl Comm Svcs Liaison	R23-3	09/04/2014
	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-3	09/04/2014-
				06/19/2015

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**APPROVE SUBSTITUTE ASSIGNMENT AS NEEDED
FOR VACANT POSITION OR ABSENT EMPLOYEE (Cont.)**

<u>Name</u>	<u>Current Position</u>	<u>Position Sub As Needed</u>	<u>Range Step</u>	<u>Effective Date</u>
161. Simons, Cynthia	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-3	09/04/2014- 06/19/2015
162. Smith, Carol	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-4	09/04/2014- 06/19/2015
163. Spurlock, Melody	Inst Asst-Sp Ed (9.5mo/17.5hpw)	IF-Sp Ed	R22-10	09/04/2014- 06/19/2015
164. Susag, Jennifer	IF-Sp Ed (9.5mo/17.5hpw)	Inst Asst-Sp Ed	R20-1	09/04/2014
165. Vermillion, Diana	MS Campus Supvr (9.50mo/17.5hpw)	Library Media Tech	R26-10	10/01/2014- 06/19/2015

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ACCEPT RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position Title</u>	<u>Reason</u>	<u>Original Hire Date</u>	<u>Date of Separation</u>
1. Ballesteros, Raymund	Substitute Teacher	Other Employment	09/12/2013	10/24/2014
2. Markle, Linsey	Substitute Teacher	Voluntary	09/12/2013	10/17/2014
3. Ogranovich, Marina	Teacher	Medical Reemployment	08/30/2006	06/15/2014
4. Burke, Brian	Substitute Teacher	Other Employment	05/09/2013	10/31/2014
5. Barber, Forrest	Substitute Teacher	Other Employment	02/23/2011	10/31/2014

APPROVE EMPLOYMENT

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
6. Baker, Brad	Interim High School Assistant Principal	\$111,135	R58-4	10/01/2014
7. Lowy, Laurie	Interim Middle School Assistant Principal	\$89,096	R53-2	TBD- 06/26/2015

<u>Name</u>	<u>Substitute Position</u>	<u>Salary</u>	<u>Column/ Step</u>	<u>Effective Date</u>
8. Snedeker, Meaghan	Middle School, Assistant Principal	\$264.14 per diem	R53-10	10/03/2014- 10/31/2014

APPROVE ADULT EDUCATION SUBSTITUTE TEACHERS

Pay @ \$29.00 per hour

- | | |
|-------------------|--------------------|
| 9. Luttrell, John | 10. Valerie, Brian |
|-------------------|--------------------|

APPROVE SUBSTITUTE TEACHERS

Pay @ \$90.00 per day

- | | |
|-------------------------------|------------------------|
| 11. Brunson, Jennifer | 24. Martin, Juan |
| 12. Buck, Kelsey | 25. Melo, Jean |
| 13. Christian, Cherilyn | 26. Mosert, Terri |
| 14. Cuttineau, Cheryl | 27. Nett, Ryan |
| 15. Gerard, JoAnn | 28. Ranck, Diana |
| 16. Gill, Harninder | 29. Reider, Teresa |
| 17. Glynn, Lucinda | 30. Sanclair, Anthony |
| 18. Hinman, Gretchen | 31. Smith, Georgette |
| 19. Humphry, Nicole | 32. Steinmetz, Laura |
| 20. Hury, Swiatoslaw | 33. Subaru, Adrienne |
| 21. Johnson, Shannon | 34. Thrush, Jaclyn |
| 22. Jones, Adina | 35. Torres, Kelsey |
| 23. Manseau-Sauceda, Lynmarie | 36. Visner, Jacqueline |

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APPROVE SUBSTITUTE TEACHERS (Cont'd)

Pay @ \$90.00 per day

- | | |
|------------------------|-------------------|
| 37. Voss, Cindy | 39. Winokur, Mona |
| 38. Warkentin, Lindsay | |

APPROVE SUBSTITUTE PSYCHOLOGIST

Pay @ \$275.00 per day

40. Meier, Brad

APPROVE 6/5th ASSIGNMENT 1st SEMESTER

Not to exceed \$19,800.00 for 6/5ths section

- | | |
|-------------------|---------------------|
| 41. Olson, Stacey | 42. Ralph, Jennifer |
|-------------------|---------------------|

APPROVE SPECIAL EDUCATION 6/5th ASSIGNMENT-FULL YEAR

- | | |
|---------------------|-------------------|
| 43. Derry, Patrick | 45. Williams, Pam |
| 44. Sills, Michelle | |

APPROVE ASSIGNMENT ADJUSTMENT

<u>Name</u>	<u>Previous Assignment</u>	<u>New Assignment</u>	<u>Effective Date</u>
46. Avera, Stephanie	Teacher	STAP II	08/25/2014- 06/22/2015
47. Barrosa, Maria Christina	Teacher	ETAP II	08/25/2014- 06/22/2015
48. Clark, Scott	Teacher	ETAP I	09/02/2014- 06/22/2015
49. Martus, Larissa	Teacher	STAP II	08/25/2014- 06/22/2015
50. Sprankle, Sage	Teacher-40%	Teacher-80%	09/02/2014

APPROVE ADDITIONAL ASSIGNMENTS

After School Homework Club – Multiple Sites

Not to exceed 110 hours instructional pay @ \$35.00 per hour
09/22/2014-06/18/2015

- | | |
|-------------------------------|-----------------------|
| 51. Anderson, Carol | 57. Maroskek, Barbara |
| 52. Backal, William | 58. McCoy, Matt |
| 53. Groothuis, Mark | 59. McDevitt, Ron |
| 54. Heavlin-Martinez, Johanna | 60. Waterman, Chuck |
| 55. Homs, Jamie | 61. Zerrer, Anthony |
| 56. Lewis, Elizabeth | |

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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Saturday School – Multiple Sites

Not to exceed 32 hours instructional pay @ \$35.00 per hour
09/19/2014-06/22/2015

- | | |
|------------------------|-----------------------|
| 62. Middlebrook, Mike | 65. Turney, Jason |
| 63. Sanchez, Stephanie | 66. Weinstein, David |
| 64. Sepe, Christina | 67. Williamson, Jacob |

Technology Training for Mandarin Immersion Program – Bergeson Elem

Not to exceed 8.0 hours non-instructional pay @ \$30.00 per hour
08/28/2014

68. Fong, Julie

To Provide Assessment & Related Report Writing – Canyon Vista Elem

Not to exceed 40 hours pay @ hourly per diem rate of \$58.25 per hour
10/09/2014-12/31/2014

69. Liquori, Aimee

Grade Level Action/Planning Team – Chaparral Elem

Not to exceed 20 hours non-instructional pay @ \$30.00 per hour
09/01/2014-06/30/2015

- | | |
|----------------------|--------------------|
| 70. Adams, Amy | 73. McLaren, Chris |
| 71. Austin, Jennifer | 74. Sykes, Marie |
| 72. Cameron, Bonnie | 75. Valdez, Debbie |

To Provide Sign Language Classes for Parents & Students per Students IEP – Crown Valley Elem

Not to exceed 22 hours instructional pay @ \$35.00 per hour
09/04/2014-01/31/2015

- | | |
|----------------------|---------------------|
| 76. Darling, Cimbire | 77. Hemenway, Nancy |
|----------------------|---------------------|

To Provide Leadership Collaboration & Development – Ladera Ranch Elem

Not to exceed 8 hours non-instructional pay @ \$30.00 per hour
09/04/2014-06/19/2015

- | | |
|----------------------|-------------------------|
| 78. Anderson, Dottie | 81. Kovaleski, Jennifer |
| 79. Fisher, Maggie | 82. Maass, Deanna |
| 80. Iverson, Brandye | 83. Mazzola, Elaine |

To Perform STC Lead Tasks – Kinoshita Elem

Not to exceed 10 hours non-instructional pay @ \$30.00 per hour
09/04/2014-06/19/2015

84. Cortez, Jennifer

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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

To Attend the ADD Initiative of "Reading Literature & Informational Text When Kids Can't Read"
for Kindergarten Students – Tijeras Creek Elem

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
09/15/2014-06/22/2015

85. Trainor, Tamara

To Attend the ADD Initiative of "Text Dependent Questions" & "Close Reading"
for 3rd, 4th, & 5th Grade – Tijeras Creek Elem

Not to exceed 3 hours non-instructional pay @ \$30.00 per hour
09/15/2014-06/22/2015

86. Tarui, Ester

To Move Classroom per CUEA Contract – Tijeras Creek Elem

Not to exceed 7 hours non-instructional pay @ \$30.00 per hour
09/19/2014-11/01/2014

87. Dickson, Cynthia

88. McAbee, Christy

SST Coordinator – Wagon Wheel Elem

Not to exceed 16.5 hours non-instructional pay @ \$30.00 per hour
10/21/2014-06/22/2015

89. Kopcynski, Lisa

After School Homework Tutorial – Aliso Niguel HS

Not to exceed 25 hours instructional pay @ \$35.00 per hour
10/13/2014-06/19/2015

90. Kempiak, Carol

92. Roche, Susan

91. Polster, Sarah

93. Sepe, Christina

To Create Common Core Constructed Response Assessment Questions – Aliso Niguel HS

Not to exceed 2 hours non-instructional pay @ \$30.00 per hour
10/01/2014-10/31/2014

94. Alvarez, Sharon

97. Marsh, Barbara

95. Arrow, Jamie

98. Martin, Debra

96. Klasna, Tara

99. Weinstein, Dave

To Create & Calibrate Common Core Rubrics – Aliso Niguel HS

Not to exceed 4 hours non-instructional pay @ \$30.00 per hour
10/01/2014-10/31/2014

100. Greeley, Christina

102. Villasenor, Shannon

101. McGinity, Maria

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APPROVE ADDITIONAL ASSIGNMENTS (Cont'd)

Credit Recovery for High School Students – Adult Education

Not to exceed 19.5 hours per week instructional pay @ \$35.00 per hour
09/01/2014-06/30/2015

103. Ford, Deon

To Provide Speech Therapy Services to Home Bound Student – Special Education

Not to exceed 100 hours pay @ hourly per diem rate of \$64.82 per hour
09/04/2014-06/19/2015

104. Kerins, Tracy

To Complete Assessment of Student as Part of the Expert Consultation Team – Special Education

Not to exceed 8 hours pay @ hourly per diem rate of 84.81 per hour
10/14/2014-12/31/2014

105. Johnson, Constance

To Provide Home Hospital Instruction for Home Bound Students – Student Services

Not to exceed 200 hours instructional pay @ \$35.00 per hour
09/04/2014-06/30/2015

106. Bak-Baychuk, Christy

109. Haapala, Lyndsey

107. Darmody, Marinell

110. Weinstein, Marybel

108. Fischer, Valery

111. Workman, Ken

APPROVE CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
112. Biggs, Paul	Golf, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,301.00	08/28/2014- 11/07/2014
113. Butler, Peter	Volleyball, Girls' Varsity (Head)	Aliso Niguel HS	\$ 3,301.00	08/28/2014- 11/07/2014
114. Chubb, Jon	Football, Freshman (Head)	Aliso Niguel HS	\$ 3,081.00	08/28/2014- 11/07/2014
115. Davis, Stacy	Pep Squad, Senior High	Aliso Niguel HS	\$ 3,081.00	09/04/2014- 06/23/2015
116. DiLeo, Tim	Tennis, Girls' Varsity (Head)	Tesoro HS	\$ 3,301.00	08/28/2014- 11/07/2014
117. Emery, Melinda	Outdoor Education, Elementary	Ladera Ranch ES	\$ 330.00	12/02/2014- 12/05/2014
118. Gibson, Mike	Water Polo, Boys' Varsity (Head)	Tesoro HS	\$ 3,301.00	08/28/2014- 11/07/2014
119. Kinkaid, Mitzi	Volleyball, Girls' Varsity	San Juan Hills HS	\$ 3,301.00	09/01/2014- 11/07/2014

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APPROVE CO-CURRICULAR ASSIGNMENTS (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
120. Lovett, Teresa	Department Chair, PE	Niguel Hills MS	\$ 3,081.00	09/04/2014- 06/15/2015
121. Lynch, Erick	Water Polo, Boys' Varsity (Asst)	Aliso Niguel HS	\$ 2,641.00	08/28/2014- 11/07/2014
122. Maass, Deanna	Outdoor Education, Elementary	Ladera Ranch ES	\$ 330.00	12/02/2014- 12/05/2014
123. Mascio, Robert	Drama	Marco Forster MS/Shorecliffs MS	\$ 3,081.00	09/02/2014- 06/22/2015
124. Mashburn, Andrew	Football, Varsity (Asst)	Tesoro HS	\$ 3,521.00	08/28/2014- 11/07/2014
125. O'Connell, Teresa	Peer Assistance Leadership	Marco Forster MS/Shorecliffs MS	\$ 1,320.00	09/02/2014- 06/22/2015
126. Palmer, Robin	Outdoor Education, Elementary	Ladera Ranch ES	\$ 330.00	12/02/2014- 12/05/2014
127. Perez, Richard	Choral Music A, Orchestra Music B, Band	Marco Forster MS/Shorecliffs MS	\$ 1,760.00 \$ 1,760.00	09/02/2014- 06/22/2015
128. Pinon, Ryan	Surf, Varsity (Head)	Tesoro HS	\$ 3,301.00	08/28/2014- 11/07/2014
129. Platt, Caroline	Outdoor Education, Elementary	Ladera Ranch ES	\$ 330.00	12/02/2014- 12/05/2014
130. Polk, Rich	Volleyball, Girls' Varsity (Head)	Tesoro HS	\$ 3,301.00	08/28/2014- 11/07/2014
131. Poston, Matthew	Football, Varsity (Head)	Tesoro HS	\$ 4,401.00	08/28/2014- 11/07/2014
132. Ramirez, Gilbert	Safety Equipment	Tesoro HS	\$ 3,521.00	09/04/2014- 06/19/2015
133. Rivadeneyra, Mark	Annual	Marco Forster MS/Shorecliffs MS	\$ 3,081.00	09/02/2014- 06/22/2015
134. Seale, John	Football, Varsity (Asst)	Tesoro HS	\$ 3,521.00	08/28/2014- 11/07/2014
135. Serio, Danielle	National Honor Society- 50%	San Juan Hills HS	\$ 660.00	02/02/2015- 06/19/2015
136. Skaff, Don	Golf, Girls' Varsity (Head)	Tesoro HS	\$ 3,301.00	08/28/2014- 11/07/2014
137. Snow, Kim	Department Chair, Special Education	Vista Del Mar MS	\$ 3,081.00	09/04/2014- 06/19/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 12, 2014
Certificated Employees

APPROVE CO-CURRICULAR ASSIGNMENTS (Cont'd)

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
138. Tubbs, Anthony	Football, Freshman (Head)	Tesoro HS	\$ 3,081.00	08/28/2014- 11/07/2014
139. Walsh, John	Cross Country, Boys' Varsity (Head)	Aliso Niguel HS	\$ 3,301.00	08/28/2014- 11/01/2014
140. Wang, Melissa	National Honor Society- 50%	San Juan Hills HS	\$ 660.00	09/04/2014- 01/30/2015
141. Werner, Danny	Surf, Varsity (Head)	Aliso Niguel HS	\$ 3,301.00	08/28/2014- 11/07/2014
142. Wilson, Keith	Outdoor Education, Elementary	Ladera Ranch ES	\$ 330.00	12/02/2014- 12/05/2014

APPROVE CIF CO-CURRICULAR ASSIGNMENTS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
143. Green, Justin	Tennis, Boys' Varsity (Head)	Dana Hills HS	\$ 330.10	05/12/2014

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

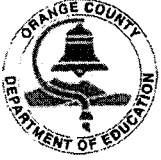
<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
144. Alexander, Ted	Football, Freshman (Head)	Tesoro HS	\$ 2,500.00	07/01/2014- 08/01/2014
145. Barnett, Keith	Basketball, JV Basketball, JV	Aliso Niguel HS	\$ 3,000.00 \$ 2,500.00	09/27/2014- 11/01/2014
146. Brown, Rich	Tennis, Girls' (Asst)	San Clemente HS	\$ 2,200.0	08/04/2014- 10/24/2014
147. Calentino, Mark	Wrestling, (Head)	San Clemente HS	\$ 2,500.00	09/29/2014- 11/07/2014
148. Desiano, Tom	Basketball, (Asst)	Dana Hills HS	\$ 3,400.00	09/11/2014- 10/23/2014
149. Gellatly, Dave	Baseball, Varsity (Head)	San Clemente HS	\$ 2,500.00	11/01/2014- 01/05/2015
150. Hanson, Craig	Baseball, Varsity (Head)	Aliso Niguel HS	\$ 2,000.00	09/20/2014- 01/31/2015

CAPISTRANO UNIFIED SCHOOL DISTRICT
San Juan Capistrano, California

Personnel Activity List Board of Trustees Regular Meeting of November 12, 2014
Certificated Employees

APPROVE ASB FUNDED ASSIGNMENTS @ \$10.00 PER UNIT

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary</u>	<u>Effective Date</u>
151. Kokx, Aaron	Baseball, Varsity (Asst)	Aliso Niguel HS	\$ 1,500.00	09/20/2014- 01/31/2015
152. Luciani Jr., David	Cross Country, Boys' (Asst)	San Clemente HS	\$ 2,200.00	08/18/2014- 11/06/2014
153. Mosier, Jason	Surf, (Asst)	Aliso Niguel HS	\$ 2,500.00	09/22/2014- 11/05/2014
154. Poston, Matt	Football, Varsity (Head)	Tesoro Hills HS	\$ 3,900.00	07/01/2014- 08/01/2014
	Football, Varsity (Head)		\$ 3,960.00	03/01/2014- 05/30/2014
155. Seale, David	Football, Varsity (Asst)	Tesoro HS	\$ 2,500.00	07/01/2014- 08/01/2014
156. Smith, Ryan	Cross Country, Girls' (Asst)	San Clemente HS	\$ 2,200.00	07/07/2014- 11/06/2014



Print Form

2014-2015 Quarterly Report Williams Legislation Uniform Complaints

District: Capistrano Unified School District

Person completing this form: Leona Olson

Title: Executive Director, Personnel Services/Compliance

- Quarter #1 July 1 to September 30, 2014 **Report due by October 31, 2014**
- Quarter #2 October 1 to December 31, 2014 **Report due by January 31, 2015**
- Quarter #3 January 1 to March 31, 2015 **Report due by April 30, 2015**
- Quarter #4 April 1 to June 30, 2015 **Report due by July 31, 2015**

Date information will be reported publicly at governing board meeting: November 12, 2014

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
CAHSEE Intensive Instruction & Services (high school districts only)	0		
TOTALS	0		

Name of Superintendent: Kirsten M. Vital

Signature of Superintendent:

Date: 10/21/14

Please submit to:

Suzie Strelceki
 Senior Administrative Assistant
 200 Kalmus Drive, B-1009
 P.O. Box 9050, Costa Mesa, CA 92628-9050
 (714) 966-4336 or fax to: (714) 549-2657

